



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

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
November 4, 2024
7:30 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL OF MEMBERS
- IV. APPROVAL OF MINUTES
 - A. Village Board 10/21/2024 Meeting Minutes
- V. APPROVAL OF ACCOUNTS PAYABLE
 - A. Warrant Register 10/30/2024
- VI. RECOGNITIONS AND COMMUNICATIONS
- 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. 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 request that the Board remove any item from this Consent Agenda for separate consideration after adoption of the Consent Agenda.

4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

- A. Resolution Approving an Amendment to Agreement with Catholic Charities and Senior Center
- B. Resolution Approving Well #16 Emergency Repairs
- C. Recommendation that the Liquor Commissioner issues a Class A liquor license to Sun Shui AYCE Corporation dba Sun Shui located at 155 W Rand Road due to new ownership, upon surrender of existing liquor license and submission of executed lease.
- D. Recommendation that the Liquor Commissioner issue a Class B and Class T liquor license to Maniya Inc dba Elm's Liquors located at 906 W Northwest Highway due to new ownership, upon the surrender of existing liquor license and submittal of executed lease and certificate of insurance.
- E. Resolution Approving the Award of a Contract with Michael's Signs, Inc. for the Downtown Signage Program
- F. Resolution Approving the Letter of Understanding for Maintenance Responsibilities under IDOT Contract 62W38

X. NEW BUSINESS

- A. Doctors Subdivision - 2010-2020 S. Arlington Heights Rd. - PC#24-001
Planned Unit Development Amendment
- B. Appointment of Mark Porwit to Environmental Commission term ending 04/30/2026

XI. CLOSED SESSION

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

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

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

XII. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact Erin Mercado, at 33 S. Arlington Heights Road, Arlington Heights, IL 60005, emercado@vah.com or 847/368-5793.



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

Arlington Heights Village
Hall 33 S. Arlington Heights Road
Arlington Heights, IL 60007
October 21, 2024
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: Richard Baldino, James Bertucci, Wendy Dunnington, Nicolle Grasse, Robin LaBedz, Tom Schwingbeck, Scott Shirley, and Jim Tinaglia.

Also present were: Randy Recklaus, Diana Mikula, Charles Perkins, Tom Kuehne, Hart Passman, Michael Mertes and Becky Hume.

IV. APPROVAL OF MINUTES

A. 10/7/2024 Village Board Meeting Minutes

Trustee Grasse moved to approve. Trustee Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

V. APPROVAL OF ACCOUNTS PAYABLE

A.

10/15/2024 Warrant Register

Trustee Bertucci moved to Approve in the amount of \$4,720,491. Trustee Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee

Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia
Nays: None

VI. RECOGNITIONS AND COMMUNICATIONS

A. Presentation of Proclamation for World Polio Day

President Hayes introduced a special proclamation recognizing World Polio Day, October 24th. Our Rotary Club has been very active in addressing this issue not just in our community, but around the world. The Village appreciates the involvement of our Rotary Club and its members and trying to eradicate polio in our time. Trustee Bertucci and Village Manager Recklaus are members and President Hayes is an Honorary Rotarian. The Annual Rotary Santa Run is December 7th and is their primary fundraiser. All are encouraged to participate.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

Trustee Tinaglia moved to Approve. Trustee LaBedz Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

- A. Resolution Authorizing the Village President to Execute an Agreement with Performing Arts at Metropolis

R2024-59 / A2024-60

- B. Bond Waiver - Shelter Academy of Light

C. Resolution Approving Contract for Improvements to the Public Works Wash Bay

R2024-60 / A2024-61

X. NEW BUSINESS

D. Resolution Approving the 2025 Water Main Replacement Program Engineering Design, Bid, and Construction Observation Services

Trustee LaBedz pulled the Resolutions regarding Water Main Replacement off the Consent Agenda. Mr. Recklaus said this will be a two-year project where approximately 2 miles worth of water main on Euclid will be replaced. Water main replacement has been a big priority of the Village as our water mains are aging, and we want to eliminate and prevent water main breaks. The plan is to replace the water mains in 2025 and have the road work completed in 2026. This takes coordination with IDOT and the County. Driveway access, parking suggestions, road closures and construction schedules will all be communicated via mail, the website, and social media. Trustee LaBedz noted the project will significantly impact a lot of people, so she wanted to make sure that the residents know about it.

Trustee Tinaglia asked if there were lead lines along the route. Mr. Recklaus said there are about 100 lead water service lines along Euclid as this is the older part of town. The Village will be combining efforts between our water main program and our lead service line replacement program.

Trustee LaBedz moved to Approve R2024-61. Trustee Grasse Seconded the Motion.
The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia
Nays: None

E. Resolution Approving Professional Services Master Agreement for Engineering Design and Oversight Services related to the Annual Water Main Replacement Program - Multiple Years - Public Works

Trustee Grasse moved to approve R2024-62 / A2024-62. Trustee Baldino Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia
Nays: None

A. Arlington 425 - Sigwalt/Chestnut/Highland - PC#21-002
Extension of PUD and Preliminary Plat of Resubdivision Approvals

Trustee Tinaglia recused himself from the discussion and vote as the petitioner is a client of his.

Attorney Stephen Messutta presented the request for an extension for the Arlington 425 PUD. Developer Bruce Adreani was also present. Mr. Messutta noted that they have allowed the Rotary Club to use their property to stage the Santa Run as an example of their support for the Village's civic community.

Since they first applied for permits in March of this year, they thought they would be able to obtain all three permits, the final plan approval, and several other agreements in order to begin work. Since that time, many things have happened and more time is needed.

Staff has suggested May 6 because they agree that it could take that long to work through some of the final issues. Because this site is constricted by being Downtown, it's complicated. As an example of the complexities, he noted they originally planned to have a gateway sign on the northwest corner, but there are so many utilities underground, we can't put it there. There has been back and forth on that issue for at least a month. He said they're probably 85% to 90% there.

Mr. Messutta described the process of reviewing the permit correction reports from the Building Department. They're down to a miniscule number of comments regarding things like waiting for the MWRD permit. There are also some remaining issues with the siting of the parking garage as it is married to the Vail Street Garage. How the garages interact and function together has yet to be resolved. This issue affects the final plan and still needs to come together.

President Hayes said he appreciates the use of the property for the Santa Run, but the property has a higher and better purpose that he would like to see happen.

Mr. Perkins said the project was approved in April 2021. That approval was an amendment to the original 2019 plan. It was approved for a two-year period. They've had two extensions. The first one was in April 2023 which granted a 1-year extension, and the second was in April of this year, which granted a six-month extension to November 2nd. Staff suggested they request another extension because the projects and approvals would not be completed in time. They have 4 applications pending right now; the plat of subdivision (submitted in February and in round five of the review process), three building permits for site development, the Highland Garage, and the Campbell St. building (submitted in March/April and in the fourth round of review). In June, they provided responses regarding the garage, which was essentially a complete rewrite. Staff said they would not work off of that rewrite, but we are willing to discuss any areas of major concern. That still needs to get worked out and is very complex. The Village has had structural and engineering reviews performed and has suggested ways to make some adjustments to the plan to negate some of the potential impacts on the garage.

President Hayes said the developer has demonstrated good progress on this project, so he's inclined to grant the request with the promise that we will see continued demonstrated progress in the weeks and months ahead.

Trustee LaBedz said again she really wished we weren't here talking about this. She didn't realize how extensive the complexities were, so she would have liked to have known more. She cautioned that come May 6th there will be a different Board because that's the day people who get elected in April will get sworn in. If there are different people who are not as familiar with what's going on, they may have different points of view. She said she would like to be kept apprised of the steps as it goes along. She asked about financing. Mr. Messutta said they are working with JLL Capital Markets in tandem with their construction development in order to get the appropriate funding.

Trustee Shirley asked if they could really start in 6 months. Mr. Messutta said yes, that is their goal, to get the permits approved within that time frame. Trustee Shirley said he understands the review process and is trying to figure out what is realistic to getting this permit approved so that we can then add on the six months and we'll see shovels in the ground by a certain time. Mr. Perkins said the Village is looking for the six-month extension because we believe it can be developed within those six months. To characterize it as difficult is accurate. We're hopeful that within that six-month time period everything would be lined up: license agreement, building permits, and the final plan. They

would have to pay for the permits as well which will be \$1.5 Million to \$2 Million. Once the permits are issued, they will no longer need to receive extensions.

Trustee Bertucci asked who is more responsible for the delay? Is it our staffing issues or the developer's? Mr. Perkins said it's both sides, it's complex, we have a big stack of plans for each permit and that takes time for staff to review. There's a set of comments which detail some of the prior comments which the developers team have addressed. Sometimes they come back with a different solution or answer that is not agreed upon, sometimes it is, and then there's a lot of back and forth. We've tried to shortcut the process by having meetings to talk through the outstanding issues. The proximity of the proposed Highland Garage to the Vail Garage has concerns, so we've made some suggestions about slightly shifting it, that's being evaluated. That shift affects all of their plans. Every project is a little bit different; this location makes this project different in terms of complexity. Downtown projects are always more complicated. There are issues with utilities and the license agreement that aren't elements in other projects. It's hard to say who's responsible, but I think we all would agree that this site is unique and there are challenges here.

Trustee Bertucci asked if the Village shared some of the responsibility for the delays. Mr. Recklaus said there's always things in hindsight where we see we could have done things differently, and we did have a transition to a new Building Director. We're not here to point the finger, we're trying to look forward. On the flip side, we've made other projects go fast, so it's not for lack of trying. We are trying to synergize with the applicant to make sure that we're all swimming in the same direction. Trustee Bertucci said the Trustees have received emails from residents asking them to pull the plug and blaming the developer for the delays. Other residents are questioning if the Village is doing all it can to move forward. It sounds like there were delays on both sides over this last six months. He said there are residents saying Village staff and the Village Board are allowing this property to just sit like this. He said he wants it known that if we're doing another six months, we're expecting to see shovels in the ground by then.

Trustee Schwingbeck said he re-watched the last meeting where the extension was given. The Developer was very optimistic that six months was an ample amount of time and that they really expected to have it done by July. This project started back in 2018 and there have been anywhere from three to eight meetings with this Board, Plan Commission, Design Commission and everybody else. He has the same reservations that his colleagues have. He wondered if we are really going to get this thing off the ground or are you going to be asking for another extension? Mr. Messutta said of the six months that are about to expire, three to four were caught up in situations that neither staff nor they would have been able to resolve internally, so we've actually only had a couple of months of really hard work. There are just some final things that have to be put together. They have spent hundreds of thousands of dollars to move this along. They would not spend the money if they didn't believe this was going to happen. They believe that the date is fair.

The Village has spent about \$30,000 out of pocket, not including staff time. Trustee Schwingbeck said he really struggled with the last extension and would feel a lot better if the Village could tie in the expenditures. Mr. Messutta said to send them the bills and they would pay them. Mr. Recklaus said the motion could include reimbursing the Village for costs not to exceed \$30,000. Invoices could be sent and payment required within 30 days. The \$30,000 does not include staff time, but is for the various consultants required for reviews and evaluations. The permitting fees would then be reduced by the amount already paid.

Trustee Grasse said the Board has been receiving emails from residents saying they don't want this. She asked for monthly updates on the project. Mr. Recklaus said staff would keep the Board apprised. Trustee Grasse said she is especially concerned that there is not a final decision regarding the garage placement. It was explained that the Village hired consultants to evaluate parking and structural issues. Feedback was provided, but the developer had concerns. Both teams are reviewing options and the garage could shift. There are different ways of building it, but our main concern is to make sure that the Vail Garage is not compromised. We will be doing testing and there will be vibration monitors on the garage during construction to make sure nothing happens to that garage. There are ways to mitigate the impact by shifting the building so you don't have to underpin the footing or foundation. That's what's being explored right now. Trustee Grasse asked if the delay in MWRD approval is something that is specific to the spot, or is it because the plans have been delayed for so long? Mr. Recklaus said the timing seemed par for the course. The plans could not be submitted sooner because the final engineering was just approved. MWRD has provided their first round of comments and Norwood's engineers are working on a response. That permit could be finished by the end of the year.

Trustee Grasse said she was really sad to see there was another extension required and is ready for the project to move forward. She asked about the ugly little parking lot that's sitting across the street. Are there improvements planned? Mr. Messutta said that will be used for staging during construction. There are no other plans for it at this time.

Trustee Shirley clarified that we're asking for these folks to pay upfront for the fees that they would otherwise pay for once the permit was issued. Then we will credit their permit fees for this amount. Mr. Recklaus said that was correct. Trustee Shirley asked if we could have a not-to-exceed contract for these reviews or bill as we go? Mr. Recklaus said that might be a challenge, as we don't know about other issues that could come up. It may be best to arrive at the dollar figure based on what expenditures have occurred up to this point.

Trustee Dunnington said the Norwood Builders website says there are two current developments, 425 and 105 S. Main St. in Mount Prospect. She asked how much time you are putting into this project. Mr. Messutta said 100%. They are not moving ahead with Main St. until we get this completed.

Trustee Baldino reminded everyone that this hasn't been going on for six months, it's been going on for quite a while, which was the impetus for his critical comments back in April, and his desire to push this forward. Coming into the meeting tonight, he was not favorably inclined to vote yes for another extension. He's still not sure which way he's going to vote. He understands the progress made, but he wants the developer to understand that it will be a different Board in May. He said he hopes the unforeseen obstacles are overcome.

President Hayes said he understood the Board's concerns and thinks we owe it to the community to try to get this property developed. We've been put in a tough place because if we don't grant this extension, and they walk away, it's going to be another 5-6 years before anything else will come.

Trustee Schwingbeck moved to approve an extension to the PUD and Preliminary Plat of Resubdivision expiration deadline from November 3, 2024 to May 6, 2025 for PC #21-002 with the condition that costs not to exceed \$30,000 incurred by the Village be reimbursed within 30 days after receipt of invoice. Trustee Bertucci Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee

Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley

Nays: None

Abstain: Tinaglia

B. An Ordinance Amending the Comprehensive Plan Map and 2007 Downtown Master Plan

Mr. Perkins explained that in December last year the Board approved a Red Flag Ordinance. Tonight, staff is proposing an amendment to the Comprehensive Plan Map which was created in 2007. This action is in response to concerns about the density and height and the types of redevelopment that potentially could occur in and around the Northwest Highway corridor in the Vail-Walnut-Ridge area. There are no proposed zoning code changes tonight. Public Hearings occurred and meetings were conducted with the neighborhood and the property owners. Six specific locations were studied.

The first property is 234 W. Northwest Highway, Village Bank. The Bank has recently made some significant investments and improvements in the building, and they indicated they have no immediate plans to move. If it were to redevelop, we recommend inserting 3 pages with 11 recommendations into the Downtown Master Plan. Mr. Perkins described the recommendations:

1. Change the setback on Saint James to 20 ft. There's no required setback on Chestnut so it is suggested that it be at least a 10 ft.
2. Larger setbacks for upper stories stepping down from Saint James. 35-foot setback for the 4th level. 95-foot setback for the 5th level.
3. Encourage a three-story row home or stacked coach unit development on the frontage of Saint James with a rear auto court, access, or even a parking garage.
4. Limit the maximum building height to 100 feet.
5. Restrict access to Chestnut and Highland.
6. Traditional architecture recommended.
7. Encourages focal points at the intersections of Northwest Highway/Highland and Northwest Highway/Chestnut.
8. Sidewalks along Highland and Northwest Highway are to the Downtown AH standards, so they would be wider and more pedestrian friendly.
9. The site should be cohesively developed so it's not divided up.
10. Identifies ideal uses to activate the streetscape along Northwest Highway, Highland, and Eastman.
11. Accommodate the parking needs within the building.

There were multiple public hearings and meetings regarding the redevelopment on Eastman between the neighborhood and the developer. In order to not repeat the same scenario, these recommendations were created.

There are a series of properties which front Park Place and Highland which are currently zoned R7 and are designated high density multifamily. For the most part, they're one or four-story units except one building, which is an 11-unit building. What's proposed is changing the area from high density to moderate density residential, which would allow buildings up to about 40 feet.

The next review was for 400, 424 and 380 W Northwest Highway. These lots have auto-related uses with garage doors. Rezoning would be very difficult. So, we looked at the back half of the property. Half of it is currently designated high density multifamily and the other half is designated commercial. The recommendation is to change these

designations to moderate density multifamily.

The 5th property is designated as a duplex single-family, so we're recommending changing that to an institutional classification. The last property is the parking lot at the southwest corner of Campbell and Chestnut. Next to it is a single-family house. Currently, both properties are zoned R6, but the Comprehensive Plan designates them for high-density multi-family. The proposal here is to change that designation to moderate density to more accurately reflect the existing zoning. The Plan Commission voted 5 to 0 in favor of these changes.

Trustee Bertucci asked if the Comprehensive Plan says something different from the zoning, and if somebody wants to do something within the current zoning, do they have to apply for any changes? He was specifically referring to the lot on Walnut. Mr. Perkins said no, if they have a code-compliant B-3 plan, or they wanted to re-tenant their building. If they want to do something different, then a variation might be necessary. Staff would then look to the Comprehensive Plan. Right now, the back half of that property is part commercial and part high density multifamily, and the suggestion is to change that mix to moderate density multifamily. Trustee Bertucci asked if the Comprehensive Plan just gives guidance. Mr. Perkins replied yes, the Comprehensive Plan is a guide. It's a tool that the Village Staff and the Village Board look to when looking to redevelop properties or changes are proposed. It doesn't change the underlying zoning, so this could be a first step or a last step for some of these properties.

Mr. Passman explained the Comprehensive Plan is a long-range aspirational tool which typically reflects what a community would like to see going forward. It's a snapshot in time. There are occasions where something might be in a Comprehensive Plan but a developer or property owner comes forward with a different idea, and some things don't always go as planned. You might change a plan as part of an application for zoning relief because there's a realization that the plan was a good idea at the time but not the reality of today. From a legal perspective, these kinds of exercises are important because under Illinois zoning law, if there was a challenge to the zoning denial, one of the factors that courts traditionally look at is the care with which the Village has engaged in Comprehensive Planning. So, these kinds of discussions are important and something you would highlight, is that this is a community that does try to engage in planning.

Mr. Recklaus said this is a statement of what the Village wants to see happen, and it's important to developers who will come to the staff and ask for what is possible on a site. We want staff to be able to point to something hard and fast where the Board took action to make a policy decision saying this is what we would like here as a community. While there is some nuance, the zoning should follow comprehensive planning at some point.

Trustee Grasse asked if there were any historical notes about the two single family homes on Park Place. Mr. Perkins said he did not know. Currently, the lots are zoned R7, which is high density multifamily. We're proposing to change the designation to moderate density so you know that would limit how many units could be put in if it were redeveloped. It wouldn't necessarily preserve the home itself. That would be another conversation. Mathematically, 307 Park Place could get 7 units and 309 could get 9 units under the R6. Under R7 they could get 14 units. At 402-404 Chestnut, there are two units. Under R7 they could potentially get 11 units, under the R6 you could get 2 so that would not be impacted by rezoning. Rezoning requires proper public notice and then discussions would have to take place with the property owners and the neighborhood. The first step is to change the Comprehensive Plan Map to change from high density multifamily to moderate density multifamily. Trustee Grasse said she is in support of the change and would be in

favor of keeping the single family homes across from Memorial Park.

Trustee Dunnington said high density is really important as it is the most environmentally friendly and is great for affordability. She thinks that this is a good plan, but would like to go as high as we can. She thinks that as the bank and AT&T lots are on Northwest Highway, it wouldn't be a burden on the neighborhood. She asked about the impact difference between 100 ft and 140 ft. Mr. Perkins said Dunton Tower is around 140 feet. A 100-foot building would be about nine stories. In 2007, the thought was that this is a big site, and you could get a significant number of units here, which is part of the goal of the Downtown Master Plan as more density supports the businesses. The new proposal tries to do this in a way that softens the impact, which is why it has step backs and 11 recommendations. Any potential development would have to go through the PUD process and be vetted, but this sets forth more specific standards and ideas to try to soften the impact on the neighborhoods.

Trustee LaBedz said she was concerned about the recommendation for 100 feet on the Village Bank site, especially since the Eastman building would be 77 feet. To her, it seemed kind of weird because the buildings would get higher going west when intuitively they should get lower. She said she appreciated the recommendation for the townhomes on St. James but expressed concern about the buildings next to them. She said she appreciated the comment about the virtues of density but this is a pretty small, weirdly shaped neighborhood. Trustee LaBedz reiterated her concern for the maximum height of 100 feet even though it's with bonuses and setbacks. She noted that things have changed since 2007, when she was on the Downtown Master Plan Task Force. She said her preference would be to retain the single-family homes in the neighborhood. She believed there may be some historical value to 402 N. Chestnut in regard to the founding of the Lutheran Home.

Trustee LaBedz asked about the car storage on Walnut and wondered if it was permissible. Some vehicles have been there for a very long time, and appear to be used for parts. The Village has restricted other businesses from storing cars. How does this fit? Mr. Perkins said the property is zoned B3 so it can be used for vehicle storage in association with the business. There are certain state requirements to hold a vehicle for a certain time if it's been in an accident, so there are some complexities there. We'd have to take a closer look at that and see what's happening.

Trustee Tinaglia said every good community has this picture of what it sees itself as and this is a snapshot of what we think is a good idea today. This is just another step in having a road map. Because of his work with other communities, when there is something like this, it makes it a lot easier to develop properties. He said he was in support of the changes. He agreed that the parking lot on Walnut was a problem. There are no parking stalls, it's just cars piled in that don't ever move. The neighbors would really like this to be addressed. We've put some pretty heavy restrictions on a car dealership on the north end of town for this kind of situation.

Tom Gaynor appreciated the top-down approach towards a comprehensive look at the triangle next to the central business district. He was glad that future developments would not have to go through the bottom-up approach that was done for Eastman. This plan has been well received by the neighborhood. He believes we're doing a good job of working together and trying to figure out how to make the best of this unique situation. We should celebrate our historical properties. Why don't we have a master plan that celebrates history? Most of us in the neighborhood are concerned about the 100-foot problem for Village Bank because of the density. It doesn't pass the sniff test. Leaving town, the

buildings would get taller. You go from AT&T to Eastman at 77 feet and then go up to 100 feet. This doesn't feel right. If AT&T, Eastman and Village Bank all get built per what they could do, this little stretch would be the densest part of the entire town.

Mr. Messutta said he was curious about the Sigwalt lot. The R6 ends at 307 and doesn't extend to the next street. In looking at what they might want to be able to do there, they're concerned that somehow it doesn't complement some of the other blocks that are all one district. Mr. Perkins said typically zoning is based on lot lines. He thinks it was set up this way so the downtown didn't incur further into the residential neighborhood. Many years ago, multi-family was planned to go all the way to Ridge and up from there to Euclid. Over the years, that vision has contracted.

Sarah McKinney asked how many units might actually be on Village Bank or AT&T sites in the future. Mr. Perkins said the number of units is based upon land area and square footage per unit, so it's complicated. It depends on the type of unit mix. If the bank parcel were 100% two-bedroom units it could be over 200 units. Usually, it's a mix of 1-2- and three-bedroom units. Each unit requires a different land area. These developments are very difficult to finance and build, they are based on market needs. That does change over time. For example, Hancock Square has much larger units that would not be built today. It is unknown what will happen in 10 years' time.

Bob Whisler said in February 2017 they had meetings with the Planning Department to redevelop the 400 Northwest Highway property and progressed to having an early review of their project. They requested R7 zoning which was consistent with the Arlington Gardens Apartments across the street and the adjacent property. It seemed the Village staff and neighborhood were negative about the project. They listened and moved on. Since that time, apartments have been approved on Eastman St., 1/3 of a mile away from their property. Now there is this amendment proposal which down zones his properties. He feels like his property is suffering from collateral damage from the Eastman project. He asked the Village not to hurt his properties and his investment. These changes hurt his properties as there are fewer uses and units, meaning less property value. The Red Flag Resolution is only in the best interest of the adjacent neighbors. Developers pay attention to these changes and are aware of red flags, which by definition means danger. They have lost two tenants since the Red Flag Resolution with no current prospects. This is not a coincidence. The 1948 former car dealer at a stoplight corner on Route 14 at the gateway to downtown Arlington Heights needs to be redeveloped. These changes will hurt that potential. It's obvious their company has been singled out, and he asked the Board not to approve the proposed amendment, or at least remove their properties from consideration. They are good owners and have always cooperated with the staff.

Elena Coughlin said the Eastman project was an uphill battle to protect their neighborhood. They spent many days fighting and going through the process of trying to amend an enormous building that was going to be planted in the middle of the neighborhood. The neighborhood is tired. We are the few left fighting for the Arlington Heights that we love so dearly. They are asking you to please get creative and protect our neighborhood. She appreciated the suggestions for the Eastman project and the real changes that were made. She asked the Board to please help them find a way to decrease the heights and add more green space. Decrease the density, so our tiny little neighborhood doesn't sink. The density is not just traffic and affordable housing, its pets, people, trash, beer bottles, empty alcohol containers, and bags of dog food that she cleans out of the next-door parking lot.

Trustee Bertucci asked for clarification regarding the zoning. There is no change in

zoning, what the amendment does is change the Comprehensive Plan. He heard Mr. Whisler and say that we're changing the zoning. Mr. Perkins said no, there's no change in the zoning. The piece at Fremont and Walnut (the back of the property) would be reclassified on the Comprehensive Plan from commercial to moderate density multifamily. The frontage on Northwest Highway is staying B3. The commercial designation on the Comprehensive Plan is most appropriate for now. If and when that site redevelops, then it will be reviewed.

Mr. Whisler said part of his property goes from commercial and high density residential multifamily to moderate density multifamily. He asked what he could build on the front? Mr. Perkins said keeping this property commercial makes the most sense because of all the overhead doors as it's set up now. If it redevelops, no matter what the zoning is, or the designation, there will be an application and a petition to go before the Board and variations will probably be needed.

President Hayes said these are in fact guidelines. We're not making any zoning changes whatsoever, so a developer can come forward, and we'll use the Comprehensive plan as a guideline.

Trustee Baldino moved to Approve Ordinance 2024-64. Trustee Dunnington Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Trustee Shirley left the meeting at this time.

C. Modifications to the Zero Interest Loan Program

Michael Mertes presented the proposed modifications to the Zero Interest Loan Program. The intent is to open two new pathways for property and business owners which have not met eligibility criteria in the past despite their interest in the program. The program was initiated by staff and the Arlington Economic Alliance as an opportunity to attract new businesses and support existing businesses in the community. In 2013, the original maximum loan amount was \$10,000 for five years. This was increased to \$20,000 in 2015. To help support our business community during COVID, a relief version was temporarily used, and 15 businesses took advantage of it.

From 2020 to 2022, only two standard applications were approved, so staff went back to the Economic Alliance to request additional changes to reinvigorate interest in the program. That resulted in an increase for a loan amount up to \$25,000 and in an increase of the loan coverage amount to 75%. The update also included a forgivable provision. This had a positive impact.

The loan program is funded primarily through rebates and application fees from the Cook County Class 6 (industrial) and Class 7 (commercial) property tax abatement programs. The Village strikes agreements with the properties in Arlington Heights that are approved for those programs to rebate, over a period of time, 10% of the property tax savings those businesses receive. The fund also receives revenue from the repayment of existing loans and interest. Loan applications are reviewed and approved by staff and a loan committee is made-up of staff from the Planning and Finance Departments, and the Economic Alliance Finance and Commercial Real Estate appointees. Agreements are filed with the County and the lien lifted once the loan is repaid in full.

Today the program has a maximum loan amount of \$25,000 for tangible improvements to business or property that can be repaid up to five years or the duration of lease whichever is less in quarterly invoices. We require collateral, typically a lien on real estate. Loan coverage is up to 75% of the project costs. An Arlington Heights business, which has been operating within the community for at least three years, repays the 1st 80% of the loan on time, would be eligible to have that final 20% forgiven.

Since its inception, we've had 18 different businesses approved for loans. Of those, 2/3 were Arlington Heights businesses already operating within the community. Examples of uses are: an interior build out for a medical office, a restaurant for the development of an outdoor patio area, and the replacement of HVAC system.

Two additional options are being presented to address recurring issues that have come up over the past 10–11 years. A business owner has not had property on which we could place a lien, and therefore would not be eligible, because they did not have adequate collateral. Another issue is the \$25,000 maximum amount for larger projects is a drop in the bucket, it just doesn't adequately cover what the business is improving, so it's not worth the effort to apply for the program. These new options seek to alleviate these issues and open up this program to more applicants.

The first is a micro-loan concept for smaller projects - think new signage, awnings or conversion to ADA washrooms. The big change here is security, like with the COVID relief loan program. Security would be in the form of a personal guarantee instead of collateral. This change would open the program up to those smaller businesses that otherwise could not previously apply, and then the loan would cover up to 50% of project costs. There would not be a forgivable provision.

The second option is for large scale projects like internal demolition/build out of an industrial property, or energy efficiency improvements like a white or green roof, or installation E.V. charging stations. The maximum loan in this instance would be \$100,000, but the minimum cost of the entire project would be \$250,000. We would ensure that the applicant has financing lined up for the bulk of the project and also so that the Village is not taking on the bulk of the risk and responsibility for repayment. Collateral in the form of a lien on real estate would be required. The loan committee would review and recommend approval or rejection to the Village Board, and it would be up to the Board's discretion whether to formally approve or reject the request. If an applicant has been operating within the community for over three years and the 1st 80% has been repaid on time, the occupancy rate meets or exceeds 85% of GLA, the occupancy rate exceeds the rate at the time of disbursement, and the municipal share of sales tax revenues + food & beverage tax revenues exceed such revenues at the time of loan disbursement, then 20% can be forgiven. Village staff and the Arlington Economic Alliance support these updates.

President Hayes said it was important to have the Economic Alliance weigh in. He said this is a great use of the available funds. This year we have \$1.4 million in the fund. It's a great way to increase participation in the program.

Trustee Bertucci asked who was on the loan committee. Mr. Mertes said it's typically the Finance Assistant Director, Mary Ellen Juarez and whoever at the time on the Economic Alliance are the Financial and Commercial Real Estate representatives. Today, it is Michael Mulder and John Toliopoulos. Trustee Bertucci asked if, under the so-called loan underwriting scenario, we got credit reports. Mr. Mertes said yes, we actually get credit reports on anyone who has a 20% or more stake in ownership of the business, and we

also look at business debt net worth and financials. Trustee Bertucci said if we have a banker around, he assumed we're following protocol from a bank underwriting procedure. He asked if the Board would receive a packet or a summary on the mega loans. Mr. Mertes said it would be a summary. The committee would have already done the bulk of the background work.

Trustee Grasse asked if the Covid loans were different from the PPE loans. Mr. Mertes there were 15 COVID relief loans that were not PPE loans. These are different things. She asked if staff anticipated there would be more loans or is this a unique request? Mr. Mertes said he thinks there will be more, especially since these were recurring themes. In both the micro and mega loans there are specific instances where he's been in communication with business owners that have not been able to qualify previously. Hopefully, they will be able to take advantage of this program right off the bat.

Trustee Schwingbeck asked if we have ever turned anyone down, and if so, why. Mr. Mertes said yes, there was one that was turned down because there were concerns about their credit history. Otherwise, the rest of them have been approved. Trustee Schwingbeck said it's obvious that we're trying to help more businesses to take advantage of the program. He asked if we risk losing businesses that want to come to Arlington without it. Mr. Mertes said he doesn't think a business won't come unless they get the loan, but more that businesses would like to reinvest and do something tangible to improve. Trustee Schwingbeck asked if this might take care of some of our vacancies. Mr. Mertes said it can if a property owner reinvests in their tenant spaces or improves how their shopping center looks.

Trustee LaBedz said it's a great idea and I look forward to hearing some reports on the businesses that have been able to expand or redo.

Trustee Tinaglia said it makes a lot of sense. The mega loan would address projects up to \$400,000. That's substantial. This could be used for facade rehab. There's a funding gap that will be covered. Project use examples are: technology upgrades (like a membership system), hard construction, and air conditioning. We don't want the loan fund to be used for payroll, taxes, insurance payments or marketing fees.

Trustee Grasse moved to concur with the staff recommendation and the Arlington Economic Alliance's motion to create the Micro-loan capped at \$5,000 and the Mega Loan capped at \$100,000 options for the Zero Interest Loan program and authorize staff to implement the loan's program. Trustee Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Tinaglia

Nays: None

Absent: Shirley

Rod Bajic appeared with questions for the Citizens to Be Heard portion of the meeting but was late. President Hayes allowed him to speak. Mr. Bajic made statements regarding property leasing, water rate increases, social security, Medicare Part B, and firefighter's overtime.

XI. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact Erin Mercado, at 33 S. Arlington Heights Road, Arlington Heights, IL 60005, emercado@vah.com or 847/368-5793.

Trustee LaBedz moved to Adjourn at 10:08. Trustee Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: President Hayes, Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Tinaglia
Nays: None
Absent: Trustee Shirley

Becky Hume
Village Clerk



**VILLAGE OF ARLINGTON
HEIGHTS
WARRANT REGISTER FOR
CHECK DATE: 10/30/2024**

Fund	Fund Description	Total Transaction Amount
101	GENERAL FUND	\$406,773.95
211	MOTOR FUEL TAX FUND	\$363,072.72
215	CDBG FUND	\$10,043.76
227	FOREIGN FIRE INS TAX FUND	\$4,738.29
231	CRIMINAL INVESTIGATION FD	\$2,127.60
235	MUNICIPAL PARKG OPR FUND	\$7,473.06
264	TIF V	\$500.00
266	HICKORY KENSINGTON TIF	\$3,882.94
267	SOUTH ARL HTS RD TIF	\$19,665.00
301	DEBT SERVICE FUND	\$318.00
401	CAPITAL PROJECTS FUND	\$219,251.35
426	STORM WATER CONTROL FUND	\$23,021.25
505	WATER AND SEWER FUND	\$886,433.38
506	LEAD SERVICE LINE REPL FUND	\$277,605.25
515	ARTS ENTERT & EVENTS FUND	\$28,376.44
605	HEALTH INSURANCE FUND	\$464,910.88
611	GENERAL LIABILITY INS FND	\$13,163.58
615	WORKERS COMPENSATION INS	\$49,229.27
621	FLEET OPERATIONS FUND	\$566,007.13
625	TECHNOLOGY FUND	\$116,844.92
715	GUARANTY DEPOSITS FUND	\$5,000.00
TOTAL ALL FUNDS		\$3,468,438.77

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 0000

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
NON DEPARTMENTAL					
309023	101-0000-421200-	AIMBRIDGE HOSPITALITY	LIQUOR LICENSE REFUND	\$3,221.40	\$3,221.40
309031	101-0000-421200-	ARLINGTON LANES ENTERTAINMENT LLC	LIQUOR LICENSE REFUND	\$2,822.40	\$2,822.40
309126	101-0000-489850-	MERCHANTS CREDIT GUIDE CO	COLLECTION FEES	\$30.00	\$30.00
309150	101-0000-433140-	MARK FILIP	AMBULANCE REFUND	\$94.47	\$94.47
309151	715-0000-220930-	Bradish Associates Ltd.	BOND REFUND-REC-006456-2024	\$200.00	\$200.00
309152	715-0000-220930-	DUBOIS PAVING CO	BOND REFUND-REC-006474-2024	\$200.00	\$200.00
309153	715-0000-220930-	Eriksson Engineering Associates	BOND REFUND-REC-006498-2024	\$200.00	\$200.00
309154	715-0000-220930-	FORTIS	BOND REFUND-REC-006450-2024	\$200.00	\$200.00
309155	715-0000-220930-	FORTIS	BOND REFUND-REC-006455-2024	\$200.00	\$200.00
309156	715-0000-220930-	FORTIS	BOND REFUND-REC-006458-2024	\$200.00	\$200.00
309157	715-0000-220930-	FORTIS	BOND REFUND-REC-006460-2024	\$200.00	\$200.00
309158	715-0000-220930-	Foxbuild, LLC	BOND REFUND-REC-006468-2024	\$200.00	\$200.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309159	715-0000-220930-	G-Cat Construction	BOND REFUND-REC-006452-2024	\$200.00	\$200.00
309160	715-0000-220930-	K&K Concrete, LLC	BOND REFUND-REC-006454-2024	\$200.00	\$200.00
309161	715-0000-220930-	KAPLAN PAVING	BOND REFUND-REC-006469-2024	\$200.00	\$200.00
309162	715-0000-220930-	Kaplan Paving	BOND REFUND-REC-006463-2024	\$200.00	\$200.00
309163	715-0000-220930-	Kaplan Paving	BOND REFUND-REC-006466-2024	\$200.00	\$200.00
309164	715-0000-220930-	Kaplan Paving	BOND REFUND-REC-006457-2024	\$200.00	\$200.00
309165	715-0000-220930-	Kaplan Paving	BOND REFUND-REC-006470-2024	\$200.00	\$200.00
309166	715-0000-220930-	Kaplan Paving	BOND REFUND-REC-006472-2024	\$200.00	\$200.00
309167	715-0000-220930-	Kaplan Paving	BOND REFUND-REC-006475-2024	\$200.00	\$200.00
309168	715-0000-220930-	Lampignano and Son Construction Company	BOND REFUND-REC-006476-2024	\$200.00	\$200.00
309169	715-0000-220930-	Mark Orr	BOND REFUND-REC-006471-2024	\$200.00	\$200.00
309170	715-0000-220930-	Mary Jo Biondi	BOND REFUND-REC-006451-2024	\$200.00	\$200.00
					\$200.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309171	715-0000-220930-	Platinum Pool	BOND REFUND-REC-006467-2024	\$200.00	
					\$200.00
309172	715-0000-220930-	RJ CONCRETE INC.	BOND REFUND-REC-006464-2024	\$200.00	
					\$200.00
309173	715-0000-220930-	Scaravalle Company Inc.	BOND REFUND-REC-006459-2024	\$200.00	
					\$200.00
309174	715-0000-220930-	Scaravalle Company Inc.	BOND REFUND-REC-006461-2024	\$200.00	
					\$200.00
309175	715-0000-220930-	Scaravalle Company Inc.	BOND REFUND-REC-006462-2024	\$200.00	
					\$50.00
309178	505-0000-452460-	BILL HORVATH	PERMIT REFUND	\$50.00	
					\$25.00
309179	101-0000-441350-	GLORIA REYES	CITATION REFUND	\$25.00	
					\$335.00
309180	505-0000-452460-	LOUIS PANAGOPOULOS	PERMIT REFUND	\$335.00	
					\$265.00
309185	101-0000-421990-	SUHAIL KHALIL	PERMIT REFUND	\$265.00	
					\$265.00
309186	101-0000-421990-	SUHAIL KHALIL	PERMIT REFUND	\$265.00	
					\$2,839.69
309188	505-0000-120800-	SULLIVAN, PATRICK	WATER BILL REFUND	\$2,839.69	
					\$418.75
802433	101-0000-210950-	RTA/CTA BENEFIT PROGRAM	EMPLOYEE RTA BENEFIT PROGRAM	\$418.75	
					\$8,283.16
902425	101-0000-210810-	DEARBORN LIFE INS CO	LIFE / STD INSURANCE NOV 2024	\$280.30	
902425	101-0000-210810-	DEARBORN LIFE INS CO	LIFE / STD INSURANCE NOV 2024	\$8,002.86	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
902426	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$5,310.17	\$5,310.17
902430	101-0000-210820-	SONTIQ	ID THEFT PROTECTION SEPT 2024	\$205.42	\$205.42
902432	605-0000-471230-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 10/01-10/15	(\$19,522.33)	(\$19,522.33)
902433	101-0000-211060-	VISION SERVICE PLAN	VISION INSURANCE NOV 2024	\$1,447.72	\$5,833.12
902433	101-0000-211060-	VISION SERVICE PLAN	VISION INSURANCE NOV 2024	\$4,385.40	
DEPARTMENT 0000 TOTAL:				\$15,476.25	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 0101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARD OF TRUSTEES ADMIN					
309092	101-0101-522030-	IL COMMISSION ON DIVERSITY AND	BOARD EVENT	\$4,000.00	\$4,000.00
309112	101-0101-521650-	LORELLE COMMUNICATIONS INC	STREAMING SERVICES	\$4,500.00	\$4,500.00
DEPARTMENT 0101 TOTAL:				\$8,500.00	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 0201

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
INTEGRATED SERVICES ADMIN					
					\$1,048.84
	101-0201-522030-	EMBASSY SUITES HOTEL	TRAVEL & TRAINING	\$735.30	
	101-0201-522030-	ZTRIP	TRAVEL & TRAINING	\$62.35	
	101-0201-522700-	APPLE STORE	ICLOUD STORAGE	\$0.99	
	101-0201-530050-	AMAZON COM CAPITAL SERVICES	HARMONY FEST SUPPLY	\$43.17	
	101-0201-530050-	AMAZON COM CAPITAL SERVICES	HARMONY FEST SUPPLY	\$17.09	
	101-0201-530050-	AMAZON.COM	OFFICE SUPPLIES	\$21.98	
	101-0201-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$41.97	
	515-0201-540550-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$125.99	
					\$100.00
309039	101-0201-522700-	AT & T MOBILITY	ACCT 232106787838	\$100.00	
					\$52,248.50
902431	101-0201-520100-	ELROD FRIEDMAN LLP	SEPT 2024 LEGAL FEES	\$52,248.50	
DEPARTMENT 0201 TOTAL:				\$53,397.34	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HUMAN RESOURCES ADMIN					
					\$7,449.58
	101-0301-520750-	MOTIONFORWARD INC	PROFESSIONAL SERVICES	\$245.53	
	101-0301-522010-	IL MUNICIPAL LEAGUE	ADVERTISING	\$35.00	
	101-0301-522010-	AMERICAN PLANNING ASSOC	ADVERTISING	\$125.00	
	101-0301-522010-	STRATEGIC GOVERNMENT RESOURCE	ADVERTISING	\$199.00	
	101-0301-522010-	ICMA DISTRIBUTION CENTER	ADVERTISING	\$225.00	
	101-0301-522010-	APA	ADVERTISING	\$395.00	
	101-0301-522010-	IL MUNICIPAL LEAGUE	ADVERTISING	\$35.00	
	101-0301-522010-	AMERICAN PLANNING ASSOCIATION- ILLINOIS CHAPTER	ADVERTISING	\$125.00	
	101-0301-522010-	IL ECONOMIC DEVELOPMENT ASSOC	ADVERTISING	\$300.00	
	101-0301-522010-	IL MUNICIPAL LEAGUE	ADVERTISING	\$35.00	
	101-0301-522010-	ICMA DISTRIBUTION CENTER	ADVERTISING	\$75.00	
	101-0301-522010-	LINKEDIN CORPORATION	ADVERTISING	\$169.99	
	101-0301-522030-	IL SHRM	TRAVEL & TRAINING	\$199.00	
	101-0301-522050-	CONSENSUS CLOUD SOLUTIONS	OFFICE EQUIPMENT	\$49.99	
	101-0301-540700-	PANCHO'S CATERING AND CARRY- OUT, INC	EVENT SUPPLIES	\$4,880.88	
	101-0301-540700-	WALMART	EVENT SUPPLIES	\$149.44	
	101-0301-540700-	GORDON FOOD SERVICE	EVENT SUPPLIES	\$205.75	
					\$50.00
309095	101-0301-522010-	ILCMA	ADVERTISING	\$50.00	
					\$49,229.27
309097	615-0301-542810-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA SEPTEMBER 2024	\$49,229.27	
					\$6,263.00

Department 0301

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309145	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	NCH BIENNIAL PHYSICALS	\$833.00	
309145	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	NCH BIENNIAL PHYSICALS	\$2,526.00	
309145	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	NCH BIENNIAL PHYSICALS	\$2,904.00	
					\$8,334.82
902425	605-0301-520650-	DEARBORN LIFE INS CO	LIFE / STD INSURANCE NOV 2024	\$4,280.31	
902425	605-0301-520660-	DEARBORN LIFE INS CO	LIFE / STD INSURANCE NOV 2024	\$4,054.51	
					\$627.60
902427	605-0301-520440-	EMPLOYEE BENEFITS CORP	FSA ADMIN FEES	\$50.00	
902427	605-0301-520440-	EMPLOYEE BENEFITS CORP	FSA ADMIN FEES	\$577.60	
					\$10,588.74
902429	605-0301-520450-	BENISTAR/HARTFORD - 6795	RETIREE INSURANCE	\$306.85	
902429	605-0301-542750-	BENISTAR/HARTFORD - 6795	RETIREE INSURANCE	\$10,281.89	
					\$458,619.05
902432	605-0301-542750-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 10/01-10/15	\$431,193.78	
902432	605-0301-542770-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 10/01-10/15	\$27,425.27	
DEPARTMENT 0301 TOTAL:				\$541,162.06	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 0501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FINANCE ADMIN					
	101-0501-521020-	QUADIENT INC	SUPPLIES	\$497.80	\$498.79
	101-0501-522700-	APPLE STORE	CLOUD STORAGE	\$0.99	
309028	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$32.98	\$69.49
309028	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$36.51	
309061	101-0501-522010-	DAILY HERALD	ADVERTISING	\$98.55	\$98.55
309097	611-0501-542610-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA SEPTEMBER 2024	\$13,163.58	\$13,163.58
309149	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$268.69	\$268.69
309197	101-0501-521020-	QUADIENT FINANCE USA, INC.	EQUIPMENT MAINTENANCE	\$118.90	\$118.90
309216	505-0501-522100-	SEBIS DIRECT INC	PRINTING SERVICES	\$1,027.63	\$1,027.63
902428	505-0501-522050-	SEBIS DIRECT INC	POSTAGE	\$4,388.00	\$4,388.00
DEPARTMENT 0501 TOTAL:				\$19,633.63	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
INFORMATION TECHNOLOGY ADMIN					
	625-0601-521020-	APPLE STORE	EQUIPMENT MAINTENANCE	\$484.44	\$2,803.57
	625-0601-521655-	SIMPLEMDM	EQUIPMENT MAINTENANCE	\$129.00	
	625-0601-521655-	JOTFORM, INC	OFFICE EQUIPMENT	\$64.50	
	625-0601-521655-	JOTFORM, INC	OFFICE EQUIPMENT	\$182.26	
	625-0601-521655-	CLOUDFLARE	OFFICE EQUIPMENT	\$25.00	
	625-0601-522030-	CBT NUGGETS LLC	OFFICE EQUIPMENT	\$59.00	
	625-0601-522700-	VERIZON WIRELESS	MONTHLY CELL SERVICE	\$224.41	
	625-0601-530050-	AMAZON COM CAPITAL SERVICES	GENERAL OFFICE SUPPLIES	\$40.11	
	625-0601-530050-	SHERWIN ACE HARDWARE	BUILDING MAINTENANCE SUPPLY	\$2.86	
	625-0601-550100-	DIGITAL RIVER, INC	OFFICE EQUIPMENT	\$18.05	
	625-0601-550100-	DIGITAL RIVER, INC	OFFICE EQUIPMENT	(\$1.06)	
	625-0601-550100-	UBIQUITI INC	OFFICE EQUIPMENT	\$1,575.00	
					\$94.02
309028	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$47.84	\$94.02
309028	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$19.19	
309028	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$26.99	
					\$4,702.68
309054	625-0601-522700-	COMCAST PROCESSING CENTER	ACCT 220147001	\$4,702.68	\$4,702.68
					\$1,296.00
309077	625-0601-521655-	FRESHWORKS INC.	OFFICE EQUIPMENT	\$1,296.00	\$1,296.00
					\$317.70
309096	625-0601-530050-	IMAGING ESSENTIALS, INC.	OFFICE SUPPLIES	\$317.70	\$317.70
					\$100.00
309138	625-0601-550100-	NETWORK WIRELESS SOLUTIONS,	OFFICE EQUIPMENT	\$100.00	\$100.00

Department 0601

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
LLC					
					\$107,530.95
309238	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	\$629.00	
309238	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	\$629.00	
309238	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	\$106,272.95	
DEPARTMENT 0601 TOTAL:				\$116,844.92	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 1013

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARDS & COMM SENIOR CITIZENS					
					\$493.82
	101-1013-522150-	EZ CATER	PROGRAM SUPPLIES	\$167.81	
	101-1013-522150-	EZ CATER	REFUND FOR SALES TAX	(\$11.81)	
	101-1013-530050-	PARTY CITY	PROGRAM SUPPLIES	\$59.72	
	101-1013-530050-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$89.00	
	101-1013-533050-	K2AWARDS	MISCELLANEOUS SUPPLIES	\$189.10	
DEPARTMENT 1013 TOTAL:				\$493.82	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 1018

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARDS & COMM SPECIAL EVENTS					
309062	515-1018-540550-	DEZELLAR, KAREN	AUTUMN HARVEST REIMBURSEMENT	\$144.95	\$144.95
309080	515-1018-540550-	GAUGHAN, COLLEEN	AUTUMN HARVEST REIMBURSEMENT	\$105.50	\$105.50
DEPARTMENT 1018 TOTAL:				\$250.45	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
POLICE DEPT ADMIN					
					\$5,170.00
	101-3001-522020-	FBINAA	TRAVEL & TRAINING	\$240.00	
	101-3001-522020-	SAFE KIDS WORLDWIDE	TRAVEL & TRAINING	\$25.00	
	101-3001-522030-	AMERICAN CRIME PREVENTION INSTITUTE	TRAVEL & TRAINING	\$500.00	
	101-3001-522030-	AMERICAN AIRLINES	TRAVEL & TRAINING	\$23.94	
	101-3001-522030-	AMERICAN AIRLINES	TRAVEL & TRAINING	\$518.95	
	101-3001-522030-	ICNA	TRAVEL & TRAINING	\$325.00	
	101-3001-522030-	INTL ASSOC CHIEFS OF POLICE	TRAVEL & TRAINING	\$500.00	
	101-3001-522030-	BALLISTIC DUMMY LAB	TRAVEL & TRAINING	\$120.67	
	101-3001-522030-	AMAZON COM CAPITAL SERVICES	TRAVEL & TRAINING	\$174.60	
	101-3001-530010-	CHICAGO TRIBUNE-SUB BILLING	SUBSCRIPTION	\$23.96	
	101-3001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$30.95	
	101-3001-530050-	SAMS CLUB	MISCELLANEOUS SUPPLIES	\$200.85	
	101-3001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$497.56	
	101-3001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$21.98	
	101-3001-530350-	AMAZON COM CAPITAL SERVICES	CLOTHING & APPAREL	\$132.99	
	101-3001-530350-	5.11 TACTICAL	CLOTHING & APPAREL	\$341.60	
	101-3001-533250-	AMAZON COM CAPITAL SERVICES	POLICE EQUIPMENT	\$49.90	
	101-3001-533250-	AMAZON COM CAPITAL SERVICES	POLICE EQUIPMENT	\$107.97	
	101-3001-533250-	ARROWHEAD FORENSICS	POLICE EQUIPMENT	\$807.23	
	101-3001-533250-	AMAZON COM CAPITAL SERVICES	POLICE EQUIPMENT	\$202.03	
	101-3001-533250-	AMAZON COM CAPITAL SERVICES	POLICE EQUIPMENT	\$169.00	
	101-3001-533250-	AMAZON COM CAPITAL SERVICES	CLOTHING & APPAREL	\$46.51	
	101-3001-533300-	JEWEL OSCO 3422	MISCELLANEOUS SUPPLIES	\$97.34	

Department 3001

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
	101-3001-533300-	TARGET	MISCELLANEOUS SUPPLIES	\$11.97	
					\$591.78
309028	101-3001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$350.94	
309028	101-3001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$26.27	
309028	101-3001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$214.57	
					\$95.00
309037	101-3001-522700-	AT & T	PHONE SERVICES	\$95.00	
					\$275.00
309057	101-3001-521650-	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	\$275.00	
					\$1,093.40
309058	101-3001-522700-	COOK COUNTY BUREAU OF TECHNOLOGY	PHONE SERVICES	\$1,093.40	
					\$166.00
309068	101-3001-530350-	EDMONDSON, SEAN	REIMBURSEMENT	\$166.00	
					\$610.00
309072	101-3001-533250-	FARO TECHNOLOGIES INC	OFFICE EQUIPMENT	\$610.00	
					\$1,180.00
309093	101-3001-522030-	IL HOMICIDE INVESTIGATORS ASSOC	TRAVEL & TRAINING	\$1,180.00	
					\$1,130.00
309094	101-3001-522030-	IL TACTICAL OFFICERS ASSOC	TRAVEL & TRAINING	\$1,130.00	
					\$1,999.05
309101	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$32.25	
309101	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$141.10	
309101	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$142.80	
309101	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$142.80	
309101	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$142.80	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309101	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$235.00	
309101	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$295.00	
309101	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$684.80	
309101	235-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$182.50	
					\$6,867.80
309105	101-3001-522030-	KIESLER POLICE SUPPLY	POLICE EQUIPMENT & SUPPLY	\$920.00	
309105	101-3001-522030-	KIESLER POLICE SUPPLY	POLICE EQUIPMENT & SUPPLY	\$5,947.80	
					\$45,193.50
309110	101-3001-521655-	LEXIPOL, LLC	OFFICE EQUIPMENT	\$6,066.00	
309110	101-3001-521655-	LEXIPOL, LLC	OFFICE EQUIPMENT	\$39,127.50	
					\$66.00
309141	101-3001-521650-	NORTHERN IL POLICE ALARM SYSTEM (NIPAS)	SERVICE BUILDING MAINTENANCE	\$66.00	
					\$47,546.78
309144	101-3001-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	\$47,546.78	
					\$221.18
309148	101-3001-522030-	O'LEARY, JOHN	TRAVEL & TRAINING	\$221.18	
					\$202.98
309149	101-3001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$61.14	
309149	101-3001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$141.84	
					\$100.00
309192	101-3001-522020-	PETTY CASH/POLICE	MISCELLANEOUS SUPPLIES	\$100.00	
					\$1,515.30
309200	101-3001-522030-	RAY O'HERRON	TRAVEL & TRAINING	\$969.40	
309200	101-3001-530350-	RAY O'HERRON	CLOTHING & APPAREL	\$545.90	
					\$425.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309202	101-3001-522030-	RELIANT HIRING SOLUTIONS	TRAVEL & TRAINING	\$425.00	
					\$119.96
309207	101-3001-530350-	ROMAG, BRANDI	REIMBURSEMENT	\$119.96	
					\$339.99
309224	101-3001-530350-	STREICHER'S	CLOTHING & APPAREL	\$339.99	
					\$970.00
309226	101-3001-533250-	SUBURBAN ACCENTS INC	EQUIPMENT MAINTENANCE	\$395.00	
309226	101-3001-533250-	SUBURBAN ACCENTS INC	EQUIPMENT MAINTENANCE	\$575.00	
					\$219.99
309230	101-3001-530350-	TEGTMAYER, JEFFREY	REIMBURSEMENT	\$219.99	
					\$633.60
309236	101-3001-522100-	TOTAL PRINT SOLUTIONS	PRINTING SERVICES	\$633.60	
					\$2,647.60
309239	401-3001-550150-	ULTRA STROBE COMMUNICATIONS INC	VEH MAINTENACE SUPPLY & SERVICES	\$189.00	
309239	401-3001-550150-	ULTRA STROBE COMMUNICATIONS INC	VEH MAINTENACE SUPPLY & SERVICES	\$707.90	
309239	401-3001-550150-	ULTRA STROBE COMMUNICATIONS INC	VEH MAINTENACE SUPPLY & SERVICES	\$1,750.70	
			DEPARTMENT 3001 TOTAL:	\$119,379.91	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 3003

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
POLICE DEPT CRIMINAL INVEST					
					\$98.33
309191	231-3003-540010-	PET PROS	K9 SUPPLIES	\$98.33	
					\$389.94
309196	231-3003-540010-	PSP STORES LLC	K9 SUPPLIES	\$99.98	
309196	231-3003-540010-	PSP STORES LLC	K9 SUPPLIES	\$109.99	
309196	231-3003-540010-	PSP STORES LLC	K9 SUPPLIES	\$179.97	
					\$1,639.33
309246	231-3003-540010-	VETERINARY SPECIALTY CENTER	VETERINARY SERVICES	\$1,639.33	
				DEPARTMENT 3003 TOTAL:	\$2,127.60

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 3501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FIRE ADMIN					
					\$4,598.95
	101-3501-521020-	HONEYWELL INTERNATIONAL, INC.	EQUIPMENT MAINTENANCE	\$1,155.00	
	101-3501-522030-	PANERA	MEETING SUPPLIES	\$108.62	
	101-3501-522030-	FIRE SERVICE INC	TRAVEL & TRAINING	\$669.50	
	101-3501-530350-	RED WING STORE	CLOTHING & APPAREL	\$215.99	
	101-3501-531650-	UPS STORE #4073	FIRE EQUIPMENT	\$1,200.00	
	101-3501-531650-	DIGIKEY	FIRE EQUIPMENT	\$496.95	
	101-3501-533450-	JOISSU INC	OPEN HOUSE SUPPLIES	\$154.90	
	101-3501-533450-	4ALLPROMOS	OPEN HOUSE SUPPLIES	\$520.01	
	401-3501-550150-	FIREPENNY FIRE EQUIP	NEW ENGINE TOOLS	\$77.98	
					\$891.00
309024	101-3501-521020-	AIR ONE EQUIPMENT	EQUIPMENT MAINTENANCE	\$650.00	
309024	401-3501-550150-	AIR ONE EQUIPMENT	NEW ENGINE EQUIPMENT	\$241.00	
					\$325.28
309028	101-3501-521020-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$19.23	
309028	101-3501-522030-	AMAZON COM CAPITAL SERVICES	TRAVEL & TRAINING	\$79.00	
309028	101-3501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$36.16	
309028	101-3501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$190.89	
					\$14,000.00
309063	401-3501-550150-	DINGES FIRE COMPANY	FIRE EQUIPMENT	\$14,000.00	
					\$308.20
309067	101-3501-522030-	EAST, LESLIE	REIMBURSEMENT	\$308.20	
					\$1,300.00
309070	101-3501-522030-	ELEVATED SAFETY	TRAVEL & TRAINING	\$1,300.00	
					\$3,462.76

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309074	401-3501-550150-	FIRESERVICE MANAGEMENT	EQUIPMENT MAINTENANCE	\$3,462.76	
					\$119.78
309085	101-3501-522030-	HANSELMAN, CURT	TRAVEL & TRAINING	\$119.78	
					\$123.10
309108	101-3501-533450-	KUHN STUART J	REIMBURSEMENT	\$123.10	
					\$712.08
309135	101-3501-522030-	MUNICIPAL EMERGENCY SERVICES	TRAVEL & TRAINING	\$712.08	
					\$400.00
309139	101-3501-522030-	NORTH CENTRAL WATER RESCUE LLC	TRAVEL & TRAINING	\$400.00	
					\$15,983.92
309144	101-3501-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	\$15,848.92	
309144	101-3501-521650-	NORTHWEST CENTRAL DISPATCH SYS	SERVICE BUILDING MAINTENANCE	\$135.00	
					\$797.40
309190	101-3501-533500-	PENNCARE	MEDICAL SUPPLIES	\$54.60	
309190	101-3501-533500-	PENNCARE	MEDICAL SUPPLIES	\$249.15	
309190	101-3501-533500-	PENNCARE	MEDICAL SUPPLIES	\$493.65	
					\$192.50
309198	101-3501-521160-	R H MEDICAL	MEDICAL OXYGEN	\$192.50	
					\$145.00
309205	101-3501-522030-	ROBERTS, DAVID	TRAVEL & TRAINING	\$145.00	
					\$1,100.00
309208	101-3501-522030-	ROMEOVILLE FIRE DEPARTMENT	TRAVEL TRAINING	\$1,100.00	
					\$52.17
309225	101-3501-522030-	STROJNY, DAVID	REIMBURSEMENT	\$52.17	
					\$1,511.85

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$29.95	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$49.95	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$54.95	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$56.95	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$59.95	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$76.95	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$76.95	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$78.95	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$99.90	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$157.90	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$224.80	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$236.85	
309235	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$307.80	
					\$935.54
309255	101-3501-531850-	WS DARLEY & CO	FIRE EQUIPMENT & SUPPLY	\$76.48	
309255	101-3501-531850-	WS DARLEY & CO	FIRE EQUIPMENT & SUPPLY	\$154.00	
309255	101-3501-531850-	WS DARLEY & CO	FIRE EQUIPMENT & SUPPLY	\$449.60	
309255	101-3501-531850-	WS DARLEY & CO	SMALL TOOLS AND EQUIPMENT	\$255.46	
DEPARTMENT 3501 TOTAL:				\$46,959.53	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 3701

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FOREIGN FIRE INSURANCE ADMIN					
					\$650.35
309065	227-3701-521650-	DIRECT FITNESS SOLUTIONS	EQUIPMENT MAINTENANCE	\$150.00	
309065	227-3701-521650-	DIRECT FITNESS SOLUTIONS	EQUIPMENT MAINTENANCE	\$500.35	
					\$141.50
309082	227-3701-522030-	GIARDINO, ROCCO	TUITION REIMBURSEMENT	\$141.50	
					\$2,497.67
309113	227-3701-522030-	LOWES COMMERCIAL SERVICES	TRAVEL & TRAINING	\$91.76	
309113	227-3701-522030-	LOWES COMMERCIAL SERVICES	TRAVEL & TRAINING	\$2,405.91	
					\$1,448.77
309127	227-3701-522030-	MERKAU, CHRISTIAN	TUITION REIMBURSEMENT	\$1,448.77	
			DEPARTMENT 3701 TOTAL:	\$4,738.29	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PLANNING PLANNING					
					\$6,361.37
	101-4001-521650-	APPLE STORE	ICLOUD STORAGE	\$2.99	
	101-4001-521655-	SOUTHERN COMPUTER WAREHOUSE	OFFICE EQUIPMENT	\$2,279.82	
	101-4001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	(\$30.96)	
	101-4001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$159.66	
	101-4001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$30.96	
	101-4001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$35.96	
	266-4001-550250-	COOK COUNTY TREASURER	PROPERTY TAX PAYMENT	\$3,882.94	
					\$565.00
309033	101-4001-540410-	ARLINGTON SIGNS & BANNERS	PRINTING SERVICES	\$565.00	
					\$9,502.59
309040	101-4001-540410-	AUDACY OPERATIONS, INC.	ADVERTISING	\$9,502.59	
					\$1,231.20
309061	101-4001-522010-	DAILY HERALD	ADVERTISING	\$464.40	
309061	101-4001-522010-	DAILY HERALD	ADVERTISING	\$766.80	
					\$50.00
309073	101-4001-530050-	FASTSIGNS	OFFICE SUPPLIES	\$50.00	
					\$1,000.00
309076	264-4001-550300-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	\$500.00	
309076	401-4001-550300-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	\$500.00	
					\$9,999.99
309090	101-4001-540410-	IHEARTMEDIA ENTERTAINMENT	ADVERTISING	\$9,999.99	
					\$183.50
309109	101-4001-521650-	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIBING SERVICES	\$183.50	

Department 4001

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309204	267-4001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$8,775.00	\$8,775.00
902431	267-4001-520050-	ELROD FRIEDMAN LLP	SEPT 2024 LEGAL FEES	\$10,890.00	\$10,890.00
DEPARTMENT 4001 TOTAL:				\$48,558.65	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 4101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
COMMUNITY DEVL BLK GRNTADMIN					
					\$1,750.00
309111	215-4101-541730-	LIFE SPAN	CDBG PROGRAM	\$875.00	
309111	215-4101-541730-	LIFE SPAN	CDBG PROGRAM	\$875.00	
					\$875.00
309143	215-4101-541680-	NORTHWEST CASA	CDBG PROGRAM	\$875.00	
					\$2,136.63
309146	215-4101-541790-	NORTHWEST COMPASS INC	CDBG PROGRAM	\$1,052.45	
309146	215-4101-541790-	NORTHWEST COMPASS INC	CDBG PROGRAM	\$1,084.18	
					\$5,282.13
309253	215-4101-541520-	WINGS PROGRAM INC	CDBG PROGRAM	\$5,282.13	
			DEPARTMENT 4101 TOTAL:	\$10,043.76	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 4501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BUILDING ADMIN					
					\$202.44
	101-4501-522020-	IL DEPT OF FINANCIAL & PROFESSIONAL REGULATION	DUES	\$61.35	
	101-4501-522020-	INTL CODE COUNCIL INC	DUES	(\$70.00)	
	101-4501-522020-	INTL CODE COUNCIL INC	DUES	\$70.00	
	101-4501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$17.95	
	101-4501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$25.98	
	101-4501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$46.91	
	101-4501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$25.90	
	101-4501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$39.98	
	101-4501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	(\$15.63)	
					\$30.82
309049	101-4501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$30.82	
					\$320.00
309084	101-4501-520350-	GRIVAS KRAUSE ASSOCIATES LTD	PROFESSIONAL SERVICES	\$320.00	
					\$200.00
309201	101-4501-530350-	RED WING BUSINESS ADVANTAGE ACCT	CLOTHING & APPAREL	\$200.00	
					\$1,410.00
309234	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	SERVICE BUILDING MAINTENANCE	\$35.00	
309234	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	SERVICE BUILDING MAINTENANCE	\$1,375.00	
DEPARTMENT 4501 TOTAL:				\$2,163.26	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 7001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HEALTH ADMIN					
					\$983.35
	101-7001-521650-	INTERFAX	NURSING FAX	\$13.99	
	101-7001-540530-	MOTEL 6 ARLINGTON HTS #1048	EMERGENCY ASSISTANCE	\$73.92	
	101-7001-540530-	GREYHOUND - CHICAGO STATION	EMERGENCY ASSISTANCE	\$555.93	
	101-7001-540530-	SCARSDALE MARATHON	EMERGENCY ASSISTANCE	\$34.66	
	101-7001-540530-	METRA	EMERGENCY ASSISTANCE	\$19.25	
	101-7001-540530-	MOTEL 6 ARLINGTON HTS #1048	EMERGENCY ASSISTANCE	\$154.16	
	101-7001-540530-	MOTEL 6 ARLINGTON HTS #1048	EMERGENCY ASSISTANCE	\$73.92	
	101-7001-540530-	MOTEL 6 ARLINGTON HTS #1048	EMERGENCY ASSISTANCE	\$181.44	
	101-7001-540530-	MOTEL 6 ARLINGTON HTS #1048	EMERGENCY ASSISTANCE	(\$73.92)	
	101-7001-540530-	MOTEL 6 ARLINGTON HTS #1048	EMERGENCY ASSISTANCE	(\$50.00)	
					\$69.96
309028	101-7001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$69.96	
					\$220.00
309059	101-7001-521100-	CORELOGIC SOLUTIONS LLC	OFFICE EQUIPMENT	\$220.00	
					\$500.00
309066	101-7001-520250-	IRENA DUBIEL LCPC	COUNSELING SUBSIDY	\$500.00	
					\$85.00
309076	101-7001-521100-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	\$85.00	
					\$80.42
309121	101-7001-533100-	MC KESSON MEDICAL SURGICAL	NURSING SUPPLIES	\$80.42	
					\$196.00
309213	101-7001-533100-	SANOFI PASTEUR INC	CLINIC SUPPLIES	\$196.00	
			DEPARTMENT 7001 TOTAL:	\$2,134.73	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HEALTH SENIOR SERVICES					
					\$1,976.82
	101-7007-521650-	VOLGISTICS INC	OFFICE EQUIPMENT	\$61.00	
	101-7007-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$9.98	
	101-7007-531650-	PATIO FURNITURE SUPPLIES	OFFICE EQUIPMENT	\$8.41	
	101-7007-531650-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$51.88	
	101-7007-531650-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$28.72	
	101-7007-531650-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$189.01	
	101-7007-531650-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$16.48	
	101-7007-531650-	DOLLAR TREE	PROGRAM SUPPLIES	\$40.00	
	101-7007-531650-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$47.21	
	101-7007-540160-	VISTAPRINT	PROGRAM SUPPLIES	\$268.76	
	101-7007-540160-	TORTORICE'S PIZZERIA	PROGRAM SUPPLIES	\$110.48	
	101-7007-540160-	SAMS CLUB	PROGRAM SUPPLIES	\$46.94	
	101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$12.68	
	101-7007-540160-	MEIJER'S	PROGRAM SUPPLIES	\$79.65	
	101-7007-540160-	GORDON FOOD SERVICE	PROGRAM SUPPLIES	\$193.43	
	101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$18.99	
	101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$165.60	
	101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	\$205.48	
	101-7007-540160-	TORTORICE'S PIZZERIA	PROGRAM SUPPLIES	\$217.40	
	101-7007-540160-	TORTORICE'S PIZZERIA	PROGRAM SUPPLIES	\$217.40	
	101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	(\$12.68)	
					\$150.00
309043	101-7007-540160-	BILLINGTON, CHARLES	PROGRAM INSTRUCTIONAL FEES	\$150.00	
					\$240.00

Department 7007

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309044	101-7007-540160-	BLUE LOTUS BUDDHIST TEMPLE	PROGRAM INSTRUCTIONAL FEES	\$240.00	
					\$1,158.59
309078	101-7007-518010-	FULL COMPASS SYSTEMS LTD	OFFICE EQUIPMENT	\$62.00	
309078	101-7007-518010-	FULL COMPASS SYSTEMS LTD	OFFICE EQUIPMENT	\$1,096.59	
					\$165.00
309099	101-7007-540160-	JANE ALLYSON MUSIC	PROGRAM INSTRUCTIONAL FEES	\$165.00	
					\$375.00
309114	101-7007-540160-	LUCCHESI, EMILIE	PROGRAM INSTRUCTIONAL FEES	\$375.00	
					\$400.00
309115	101-7007-531650-	LUDYTUNES, LLC	PROGRAM INSTRUCTIONAL FEES	\$400.00	
					\$10.66
309214	101-7007-540160-	SARAH ADELPHIA	REIMBURSEMENT	\$10.66	
					\$165.00
309217	101-7007-521020-	SENSOURCE INC	OFFICE EQUIPMENT	\$165.00	
					\$190.00
309233	101-7007-540160-	THE WILDBIRD SHACK, LTD	PROGRAM INSTRUCTIONAL FEES	\$190.00	
					\$250.00
309254	101-7007-540160-	WPM PRODUCTIONS, INC.	PROGRAM INSTRUCTIONAL FEES	\$250.00	
			DEPARTMENT 7007 TOTAL:	\$5,081.07	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 7101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PUBLIC WORKS ADMIN					
					\$1,830.00
	101-7101-522030-	THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOI	TRAVEL & TRAINING	(\$150.00)	
	101-7101-522030-	COLLEGE OF DUPAGE	TRAVEL & TRAINING	\$990.00	
	101-7101-522030-	COLLEGE OF DUPAGE	TRAVEL & TRAINING	\$990.00	
					\$4,640.00
309020	101-7101-531750-	ACTIVE ELECTRICAL SUPPLY CO	STREET SUPPLIES	\$4,640.00	
					\$276.47
309021	101-7101-531650-	ADDISON BUILDING MATERIAL CO	MISCELLANEOUS SUPPLIES	\$276.47	
					\$89,978.50
309027	401-7101-550150-	ALTA CONSTRUCTION EQUIPMENT OF IL	EQUIPMENT	\$89,978.50	
					\$17,868.28
309029	101-7101-521550-	APEX LANDSCAPING INC	LANDSCAPING SERVICES	\$3,276.00	
309029	101-7101-521550-	APEX LANDSCAPING INC	LANDSCAPING SERVICES	\$14,592.28	
					\$1,239.72
309034	101-7101-522700-	AT & T	ACCT 8310010134261	\$1,239.72	
					\$783.35
309035	101-7101-522700-	AT & T	ACCT 8310010146347	\$783.35	
					\$2,017.20
309036	101-7101-522700-	AT & T	ACCT 84725331203952	\$2,017.20	
					\$0.81
309038	101-7101-522700-	AT & T LONG DISTANCE	ACCT 2147713	\$0.81	
					\$18,000.00
309041	426-7101-550250-	BAXTER & WOODMAN	PROFESSIONAL SERVICES	\$18,000.00	
					\$399.95

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309045	101-7101-530350-	BONIFAZI ROBERT A	CLOTHING & APPAREL	\$199.95	
309045	101-7101-530350-	BONIFAZI ROBERT A	CLOTHING & APPAREL	\$200.00	
					\$26,227.26
309048	101-7101-521360-	C C CARTAGE INC	DISPOSAL SERVICES	\$26,227.26	
309048	101-7101-521620-	C C CARTAGE INC	DISPOSAL SERVICES	\$0.00	
309048	101-7101-531900-	C C CARTAGE INC	DISPOSAL SERVICES	\$0.00	
					\$7.01
309049	101-7101-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$7.01	\$52,601.67
309052	101-7101-521550-	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	\$1,260.24	
309052	401-7101-550300-	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	\$1,580.00	
309052	401-7101-550300-	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	\$49,761.43	
					\$5,021.25
309053	426-7101-550250-	CIORBA GROUP, INC	PROFESSIONAL SERVICES	\$5,021.25	\$16,747.50
309071	101-7101-520050-	ENGINEERING RESOURCE ASSOCIATES	PROFESSIONAL SERVICES	\$16,747.50	
					\$25.00
309073	101-7101-530050-	FASTSIGNS	OFFICE SUPPLIES	\$25.00	\$200.00
309081	101-7101-530350-	GIAMBELUCA, JOHN	CLOTHING & APPAREL	\$200.00	
					\$428.88
309083	101-7101-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	\$257.52	
309083	101-7101-531650-	GRAINGER W W INC	EQUIPMENT	\$171.36	
					\$93.92
309088	101-7101-531900-	HELLER LUMBER CO	STREET SUPPLIES	\$93.92	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$28,000.00
309089	515-7101-533050-	HRP CHICAGO LLC	SOUNDS OF SUMMER	\$10,500.00	
309089	515-7101-533050-	HRP CHICAGO LLC	SOUNDS OF SUMMER	\$17,500.00	
					\$1,915.00
309091	101-7101-522030-	IL ARBORIST ASSOCIATION	TRAVEL & TRAINING	\$1,915.00	
					\$175.00
309104	101-7101-530350-	KARR, ASHLEY	CLOTHING & APPAREL	\$175.00	
					\$23.82
309106	101-7101-531550-	KNAPHEIDE EQUIPMENT CO-CHICAGO	VEH MAINTENANCE SUPPLY	\$23.82	
					\$1,662.44
309113	101-7101-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$122.93	
309113	101-7101-531650-	LOWES COMMERCIAL SERVICES	HOLIDAY SUPPLIES	\$81.19	
309113	101-7101-531650-	LOWES COMMERCIAL SERVICES	HOLIDAY SUPPLIES	\$1,419.00	
309113	401-7101-550150-	LOWES COMMERCIAL SERVICES	EQUIPMENT	(\$28.45)	
309113	401-7101-550150-	LOWES COMMERCIAL SERVICES	EQUIPMENT	\$67.77	
					\$200.00
309118	101-7101-530350-	MANSKE, KYLE	CLOTHING & APPAREL	\$200.00	
					\$1,220.67
309128	101-7101-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$446.00	
309128	101-7101-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$774.67	
					\$3,830.98
309130	101-7101-520050-	MIOVISION TECHNOLOGIES	PROFESSIONAL SERVICES	\$2,237.98	
309130	401-7101-550150-	MIOVISION TECHNOLOGIES	OFFICE EQUIPMENT	\$1,593.00	
					\$89.88
309133	101-7101-531400-	MULCH CENTER	AGRICULTURAL SUPPLIES	\$89.88	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309136	101-7101-530350-	MURRAY, STEVEN	CLOTHING & APPAREL	\$200.00	\$200.00
309140	101-7101-522030-	NORTHEASTERN IL PUBLIC SAFETY	TRAVEL & TRAINING	\$2,200.00	\$2,200.00
309147	101-7101-531750-	NORTHWEST ELECTRICAL SUPPLY CO	LIGHTING SUPPLIES	\$259.55	\$1,307.27
309147	101-7101-531750-	NORTHWEST ELECTRICAL SUPPLY CO	LIGHTING SUPPLIES	\$1,047.72	
309181	401-7101-550300-	MAGGIE STEPHEN	RESIDENT REIMBURSEMENT	\$3,180.00	\$3,180.00
309182	401-7101-550300-	ROBERT DUKART	RESIDENT REIMBURSEMENT	\$325.00	\$325.00
309183	401-7101-550300-	RON CIMO	RESIDENT REIMBURSEMENT	\$650.00	\$650.00
309184	401-7101-550300-	SETH KARLE	RESIDENT REIMBURSEMENT	\$1,502.00	\$1,502.00
309187	401-7101-550300-	WILLIAM GANNON	RESIDENT REIMBURSEMENT	\$736.60	\$736.60
309193	401-7101-550300-	POSSIBILITY PLACE NURSERY	LANDSCAPING SUPPLIES	\$396.00	\$396.00
309194	101-7101-521150-	POTHOLE PROS INC	CONSTRUCTION SERVICES	\$3,402.00	\$3,402.00
309203	101-7101-520050-	RITTER GIS	PROFESSIONAL SERVICES	\$3,040.62	\$3,040.62
309209	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$99.48	\$391.04

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309209	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$68.00	
309209	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$75.00	
309209	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$148.56	
					\$81.81
309210	101-7101-531650-	ROUTE 12 RENTAL CO INC	EQUIPMENT	\$81.81	
309218	101-7101-531650-	SHERWIN ACE HARDWARE	EQUIPMENT	\$66.32	
309219	101-7101-531650-	SIGNS BY TOMORROW	EQUIPMENT	\$260.88	\$2,176.75
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$66.07	
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$67.79	
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$72.62	
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$73.44	
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$82.24	
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$197.28	
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$341.00	
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$344.09	
309223	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$932.22	
					\$50.00
309227	101-7101-522100-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$50.00	\$6,114.70
309228	101-7101-521150-	SUPERIOR ROAD STRIPING	CONSTRUCTION SERVICES	\$6,114.70	
					\$4,155.61
309231	101-7101-531650-	TENACIOUS BRANDS	EQUIPMENT	\$4,155.61	\$10,440.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309237	101-7101-531750-	TRADITIONAL CONCRETE INC	STREET SUPPLY	\$10,440.00	
					\$2,505.23
309243	101-7101-522700-	VERIZON WIRELESS	ACCT 58675303500001	\$2,505.23	
					\$126.44
309245	101-7101-522700-	VERIZON WIRELESS	ACCT 64202486400001	\$126.44	
					\$375.00
309252	101-7101-522700-	WILSON CONSULTING	PROFESSIONAL SERVICES	\$375.00	
					\$2,122.79
309258	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLIES	(\$524.64)	
309258	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLIES	(\$30.86)	
309258	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLIES	\$323.78	
309258	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLIES	\$864.11	
309258	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLIES	\$1,490.40	
					\$620.56
802429	101-7101-522700-	AT & T	ACCT 84779713213488	\$55.75	
802429	101-7101-522700-	AT & T	ACCT 84725961248940	\$55.75	
802429	101-7101-522700-	AT & T	ACCT 84757754536603	\$84.16	
802429	101-7101-522700-	AT & T	ACCT 84743978686650	\$111.51	
802429	101-7101-522700-	AT & T	ACCT 84757757951551	\$313.39	
					\$8,895.44
802430	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 3895240100	\$0.56	
802430	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1483465000	\$143.67	
802430	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 7397572000	\$266.56	
802430	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 8017024000	\$424.79	
802430	101-7101-521500-	COMMONWEALTH EDISON	ACCT 4410867000	\$8,059.86	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
COMPANY					
902424	211-7101-550400-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	\$363,072.72	\$363,072.72
DEPARTMENT 7101 TOTAL:				\$693,899.34	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
WATER AND SEWER ADMIN					
	505-7201-521650-	APPLE STORE	OFFICE EQUIPMENT	\$0.99	\$0.99
309025	505-7201-531600-	ALEXANDER CHEMICAL CORP	CHEMICAL SUPPLIES	\$1,515.39	\$1,515.39
309026	505-7201-521350-	ALPINE SAP, INC.	SERVICE BUILDING MAINTENANCE	\$4,350.00	\$11,900.00
309026	505-7201-521350-	ALPINE SAP, INC.	SERVICE BUILDING MAINTENANCE	\$7,550.00	
309042	505-7201-531550-	BERKHEIMER CO INC	BUILDING MAINTENANCE SUPPLIES	\$92.30	\$92.30
309046	505-7201-521020-	BUCKEYE POWER SALES CO. INC.	EQUIPMENT MAINTENANCE	\$5,480.00	\$11,160.00
309046	505-7201-521020-	BUCKEYE POWER SALES CO. INC.	EQUIPMENT MAINTENANCE	\$5,680.00	
309048	505-7201-521360-	C C CARTAGE INC	DISPOSAL SERVICES	\$0.00	\$0.00
309048	505-7201-521620-	C C CARTAGE INC	DISPOSAL SERVICES	\$0.00	
309048	505-7201-531900-	C C CARTAGE INC	DISPOSAL SERVICES	\$0.00	
309055	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4554927000	\$31.74	\$31.74
309056	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 3582102111	\$61.03	\$61.03
309064	505-7201-521500-	DIRECT ENERGY BUSINESS MARKETING LLC	ACCT 1806640	\$240.17	\$240.17
309069	505-7201-531070-	EJ USA INC	SEWER COLLECTION SUPPLIES	\$3,228.07	\$3,228.07

Department 7201

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$31.73
309079	505-7201-550150-	G&O THERMAL SUPPLY COMPANY	EQUIPMENT	\$31.73	
					\$115.00
309083	505-7201-521020-	GRAINGER W W INC	EQUIPMENT MAINTENANCE	\$35.04	
309083	505-7201-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLIES	\$79.96	
					\$197.18
309086	505-7201-530350-	HASSENAUER, MICHAEL	CLOTHING & APPAREL	\$197.18	
					\$23,659.30
309087	505-7201-521350-	HBK WATER METER SERVICE INC	METER SUPPLY & SERVICES	\$23,565.78	
309087	505-7201-531020-	HBK WATER METER SERVICE INC	METER SUPPLIES	\$93.52	
					\$2,580.00
309100	505-7201-521300-	JCK CONTRACTORS	SERVICES BUILDING MAINTENANCE	\$430.00	
309100	505-7201-521300-	JCK CONTRACTORS	SERVICES BUILDING MAINTENANCE	\$860.00	
309100	505-7201-521300-	JCK CONTRACTORS	SERVICES BUILDING MAINTENANCE	\$1,290.00	
					\$8,000.00
309102	505-7201-521300-	JOHN NERI CONSTRUCTION COMPANY	CONSTRUCTION SERVICES	\$8,000.00	
					\$515.37
309113	505-7201-521300-	LOWES COMMERCIAL SERVICES	WATER SUPPLIES	\$17.08	
309113	505-7201-521300-	LOWES COMMERCIAL SERVICES	WATER SUPPLIES	\$21.30	
309113	505-7201-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$51.12	
309113	505-7201-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$17.04	
309113	505-7201-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$337.97	
309113	505-7201-531650-	LOWES COMMERCIAL SERVICES	WATER SYSTEM SUPPLIES	\$63.36	
309113	505-7201-550150-	LOWES COMMERCIAL SERVICES	MISCELLANEOUS SUPPLIES	\$7.50	
					\$200.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309120	505-7201-530350-	MC GANN, DAVID	CLOTHING & APPAREL	\$200.00	
					\$2,581.76
309123	505-7201-531010-	MEADE ELECTRIC CO INC	WATER SUPPLIES	\$2,581.76	
					\$69.91
309124	505-7201-531550-	MENARDS-LONG GROVE	BUILDING MAINTENANCE SUPPLY	\$21.95	
309124	505-7201-531550-	MENARDS-LONG GROVE	BUILDING MAINTENANCE SUPPLY	\$47.96	
					\$2,431.85
309125	505-7201-531070-	MENONI & MECOGNI	SEWER SUPPLIES	\$2,431.85	
					\$3,983.49
309129	505-7201-521300-	MID AMERICAN WATER	WATER SUPPLIES	\$1,140.66	
309129	505-7201-521300-	MID AMERICAN WATER	WATER SUPPLIES	\$1,335.00	
309129	505-7201-521300-	MID AMERICAN WATER	WATER SUPPLIES	\$1,507.83	
					\$1,062.92
309134	505-7201-550150-	MUNCH'S SUPPLY, LLC	EQUIPMENT	\$1,062.92	
					\$2,200.00
309140	505-7201-522030-	NORTHEASTERN IL PUBLIC SAFETY	TRAVEL & TRAINING	\$2,200.00	
					\$3,245.00
309199	505-7201-521250-	RAUPP FENCE CO	SEWER SUPPLIES	\$3,245.00	
					\$3,040.63
309203	505-7201-520050-	RITTER GIS	PROFESSIONAL SERVICES	\$3,040.63	
					\$50.00
309215	505-7201-522020-	SCHWEDA, SCOTT	REIMBURSEMENT	\$50.00	
					\$11.96
309218	505-7201-531600-	SHERWIN ACE HARDWARE	LAB SUPPLIES	\$11.96	
					\$1,726.49
309220	505-7201-531020-	SITEONE LANDSCAPE SUPPLY LLC	METER SUPPLIES	\$1,726.49	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$9,476.00
309221	505-7201-521020-	SMART COVER SYSTEMS	OFFICE EQUIPMENT	\$9,476.00	
					\$646.80
309223	505-7201-531020-	STANDARD PIPE & SUPPLY INC	METER SUPPLIES	\$646.80	
					\$11,214.80
309232	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$465.12	
309232	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$1,588.90	
309232	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$1,588.90	
309232	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$3,785.94	
309232	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$3,785.94	
					\$1,670.16
309243	505-7201-522700-	VERIZON WIRELESS	ACCT 58675303500001	\$1,670.16	
					\$677.77
309244	505-7201-522700-	VERIZON WIRELESS	ACCT 78635116200001	\$677.77	
					\$43,455.00
309247	505-7201-550150-	WATER WELL SOLUTIONS ILLINOIS LLC	EQUIPMENT MAINTENANCE	\$43,455.00	
					\$889.65
309256	505-7201-522030-	ZAHAROPOULOS, DIMOS	TRAVEL & TRAINING	\$749.91	
309256	505-7201-530350-	ZAHAROPOULOS, DIMOS	CLOTHING & APPAREL	\$139.74	
					\$6,534.66
309257	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$1,183.08	
309257	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$1,516.78	
309257	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$1,792.58	
309257	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$2,042.22	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802429	505-7201-522700-	AT & T	ACCT 84743746858567	\$55.75	\$111.50
802429	505-7201-522700-	AT & T	ACCT 84743746842777	\$55.75	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0766943000	\$35.81	\$2,078.96
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6652766000	\$73.36	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 7839129000	\$73.98	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4873432222	\$100.48	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 2471022222	\$118.08	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 8275568111	\$123.54	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0085022222	\$131.02	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6000042222	\$147.07	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1624693000	\$160.45	
802430	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 8556642222	\$1,115.17	
802431	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050216	\$791.36	\$2,132.26
802431	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050214	\$1,340.90	
802432	505-7201-521500-	NICOR	ACCT 05850400002	\$48.21	\$563.38
802432	505-7201-521500-	NICOR	ACCT 16797600000	\$157.74	
802432	505-7201-521500-	NICOR	ACCT 76830700001	\$357.43	
DEPARTMENT 7201 TOTAL:				\$163,383.22	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 7301

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING ADMIN					
309242	235-7301-521400-	UNION PACIFIC RAILROAD	LOT P PARKING	\$3,428.48	\$3,428.48
DEPARTMENT 7301 TOTAL:				\$3,428.48	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 7302

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING VAIL ST. GARAGE OPER					
309022	235-7302-521020-	AFFILIATED CUSTOMER SERVICE INC	SERVICE BUILDING MAINTENANCE	\$2,530.75	\$2,530.75
309128	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$442.67	\$888.67
309128	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$446.00	
DEPARTMENT 7302 TOTAL:				\$3,419.42	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 7303

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING NORTH GARAGE OPER					
309128	235-7303-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$221.33	\$221.33
DEPARTMENT 7303 TOTAL:				\$221.33	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 7304

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING EVERGREEN ST GAR OPER					
309128	235-7304-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$221.33	\$221.33
DEPARTMENT 7304 TOTAL:				\$221.33	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
MUNICIPAL FLEET SVCS ADMIN					
					\$3,810.56
	621-7501-521070-	ILLINOIS TOLLWAY	I PASS AUTO RELOAD	\$40.00	
	621-7501-531500-	WALCOTT RADIO	VEHICLE MAINTENANCE SUPPLIES	\$71.00	
	621-7501-531500-	FISH TANK CARRIER CO.	VEHICLE MAINTENANCE SUPPLIES	\$682.36	
	621-7501-531500-	IGNITE ATTACHMENTS	VEHICLE MAINTENANCE SUPPLIES	\$3,017.20	
					\$97.34
309030	621-7501-531510-	ARLINGTON HTS FORD	VEHICLE MAINTENANCE SUPPLIES	(\$42.68)	
309030	621-7501-531510-	ARLINGTON HTS FORD	VEHICLE MAINTENANCE SUPPLIES	\$140.02	
					\$7.42
309032	621-7501-531510-	ARLINGTON POWER EQUIPMENT	VEHICLE MAINTENANCE SUPPLIES	\$7.42	
					\$1,577.00
309033	621-7501-531510-	ARLINGTON SIGNS & BANNERS	VEHICLE MAINTENANCE SUPPLIES	\$1,577.00	
					\$1,090.78
309047	621-7501-531510-	BUMPER TO BUMPER	VEHICLE MAINTENANCE SUPPLIES	\$53.90	
309047	621-7501-531510-	BUMPER TO BUMPER	VEHICLE MAINTENANCE SUPPLIES	\$257.70	
309047	621-7501-531510-	BUMPER TO BUMPER	VEHICLE MAINTENANCE SUPPLIES	\$39.30	
309047	621-7501-531510-	BUMPER TO BUMPER	VEHICLE MAINTENANCE SUPPLIES	\$39.30	
309047	621-7501-531510-	BUMPER TO BUMPER	VEHICLE MAINTENANCE SUPPLIES	\$39.60	
309047	621-7501-531510-	BUMPER TO BUMPER	VEHICLE MAINTENANCE SUPPLIES	\$161.00	
309047	621-7501-531510-	BUMPER TO BUMPER	VEHICLE MAINTENANCE SUPPLIES	\$242.28	
309047	621-7501-531510-	BUMPER TO BUMPER	VEHICLE MAINTENANCE SUPPLIES	\$257.70	
					\$1,174.68
309050	621-7501-531510-	CERTIFIED LABORATORIES	VEHICLE MAINTENANCE SUPPLIES	\$1,174.68	
					\$430.08
309051	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEHICLE MAINTENANCE SUPPLIES	\$63.14	

Department 7501

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309051	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEHICLE MAINTENANCE SUPPLIES	\$366.94	
					\$167.52
309098	621-7501-531510-	INTERSTATE POWER SYSTEMS	VEHICLE MAINTENANCE SUPPLIES	\$167.52	
					\$8.86
309107	621-7501-530050-	KONICA MINOLTA BUSINESS USA	OFFICE MACHINES & ACCESS	\$8.86	
					\$3,058.33
309116	621-7501-521080-	MAACO COLLISION REPAIR & PAINTING	EQUIPMENT MAINTENANCE	\$1,297.37	
309116	621-7501-521080-	MAACO COLLISION REPAIR & PAINTING	EQUIPMENT MAINTENANCE	\$1,760.96	
					\$774.88
309117	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEHICLE MAINTENANCE SUPPLIES	\$46.76	
309117	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEHICLE MAINTENANCE SUPPLIES	\$728.12	
					\$567.00
309119	621-7501-531510-	MASTER HYDRAULICS & MACHINE CO	VEHICLE MAINTENANCE SUPPLIES	\$567.00	
					\$885.76
309122	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEHICLE MAINTENANCE SUPPLIES	\$885.76	
					\$1,027.75
309131	621-7501-531510-	MORTON GROVE AUTOMOTIVE WEST	VEHICLE MAINTENANCE SUPPLIES	\$1,027.75	
					\$1,425.00
309132	621-7501-531510-	MPC COMMUNICATIONS & LIGHTING INC	VEHICLE MAINTENANCE SUPPLIES	\$1,425.00	
					\$2,083.66
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$12.10	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$18.42	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$25.24	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$44.33	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$61.14	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$104.84	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$173.98	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$232.76	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$253.80	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$408.37	
309137	621-7501-531510-	NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$748.68	
					\$668.72
309142	621-7501-531510-	NORTHERN TOOL & EQUIPMENT	VEHICLE MAINTENANCE SUPPLIES	\$668.72	\$387.98
309189	621-7501-531510-	PATLIN INC	VEHICLE MAINTENANCE SUPPLIES	\$278.72	
309189	621-7501-531510-	PATLIN INC	VEHICLE MAINTENANCE SUPPLIES	\$109.26	
					\$1,717.03
309211	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEHICLE MAINTENANCE SUPPLIES	(\$145.00)	
309211	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEHICLE MAINTENANCE SUPPLIES	\$71.70	
309211	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEHICLE MAINTENANCE SUPPLIES	\$83.90	
309211	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEHICLE MAINTENANCE SUPPLIES	\$145.00	
309211	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEHICLE MAINTENANCE SUPPLIES	\$560.00	
309211	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEHICLE MAINTENANCE SUPPLIES	\$1,001.43	
					\$113.38
309212	621-7501-530350-	SALISBURY, RAYMOND	CLOTHING & APPAREL	\$113.38	\$57.10
309222	621-7501-531510-	SPRING ALIGN	VEHICLE MAINTENANCE SUPPLIES	\$57.10	
					\$105.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 10/30/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309239	621-7501-521070-	ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT MAINTENANCE	\$105.00	
					\$169.14
309241	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$84.57	
309241	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$84.57	
					\$240.00
309248	621-7501-521070-	WE WASH EXPRESS	VEHICLE MAINTENANCE EQUIPMENT	\$240.00	
					\$1,550.00
309249	621-7501-531510-	WENTWORTH TIRE SERVICE	VEHICLE MAINTENANCE SUPPLIES	\$1,550.00	
					\$44.89
309250	621-7501-530550-	WEX BANK	FUEL	\$44.89	
					\$1,149.91
309251	621-7501-531510-	WHOLESALE DIRECT INC	VEHICLE MAINTENANCE SUPPLIES	\$1,149.91	
					\$1,606.04
309258	621-7501-531510-	ZORO TOOLS INC	VEHICLE MAINTENANCE SUPPLIES	\$33.08	
309258	621-7501-531510-	ZORO TOOLS INC	VEHICLE MAINTENANCE SUPPLIES	\$74.87	
309258	621-7501-531510-	ZORO TOOLS INC	VEHICLE MAINTENANCE SUPPLIES	\$212.93	
309258	621-7501-531510-	ZORO TOOLS INC	VEHICLE MAINTENANCE SUPPLIES	\$232.18	
309258	621-7501-531510-	ZORO TOOLS INC	VEHICLE MAINTENANCE SUPPLIES	\$440.09	
309258	621-7501-531510-	ZORO TOOLS INC	VEHICLE MAINTENANCE SUPPLIES	\$612.89	
			DEPARTMENT 7501 TOTAL:	\$25,995.81	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 9001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
CAPITAL ADMIN					
309075	506-9001-550250-	FIVE STAR ENERGY SERVICES, LLC	CONSTRUCTION SERVICES	\$273,404.25	\$273,404.25
309176	506-9001-550250-	MICHAEL MCGRAW	LEAD LINE REIMBURSEMENT	\$2,500.00	\$2,500.00
309177	506-9001-550250-	MICHAEL MCGRAW	DAMAGE LEAD LINE REIMBURSEMENT	\$1,701.00	\$1,701.00
309195	505-9001-550250-	PROFESSIONAL METERS, INC	METER SUPPLY & SERVICES	\$173,999.45	\$173,999.45
309206	505-9001-550250-	ROBINSON ENGINEERING LTD	PROFESSIONAL SERVICES	\$559.90	\$559.90
309229	505-9001-550250-	TECORP, INC	SERVICE BUILDING MAINTENANCE	\$539,850.49	\$539,850.49
DEPARTMENT 9001 TOTAL:				\$992,015.09	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 9003

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
CAPITAL EQUIPMENT					
309060	621-9003-550050-	CURRIE MOTORS	VEHICLE SERVICE BODY	\$22,031.76	\$22,031.76
309103	621-9003-550050-	JX TRUCK CENTER- BOLINGBROOK	EQUIPMENT	\$517,979.56	\$517,979.56
DEPARTMENT 9003 TOTAL:				\$540,011.32	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 9557

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
DEBT SVC 2019 REFUNDING 2011					
					\$318.00
309240	301-9557-560200-	UMB BANK NA	AGENT FEES	\$318.00	
DEPARTMENT 9557 TOTAL:				\$318.00	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 10/30/2024

Department 9901

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
NON-OPERATING					
					\$48,580.16
309103	401-9901-540960-	JX TRUCK CENTER- BOLINGBROOK	EQUIPMENT	\$48,580.16	
DEPARTMENT 9901 TOTAL:				\$48,580.16	
WARRANT TOTAL:				\$3,468,438.77	



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
11/4/2024

Item: Resolution Approving an Amendment to Agreement with
Catholic Charities and Senior Center

Department: Health & Human Services

Item Description:

Background

On March 7, 2024, Catholic Charities Archdiocese announced a transition away from providing services at the Arlington Heights Senior Center. Effective September 30, 2024, Catholic Charities Northwest Senior Services no longer manages the Adult Protective Services grant previously funded through the Illinois Department on Aging and administered by Age Options. This service is now overseen by North Shore Senior Services.

As a result, the two office spaces previously reserved for Catholic Charities' use at the Senior Center are no longer needed. The attached amendment to the agreement between Catholic Charities Northwest Senior Services and the Village of Arlington Heights formalizes the reduction in space allocation within the Senior Center.

Staff Recommendation:

Approval of a resolution authorizing the Village Manager to execute an amendment to an agreement with Catholic Charities

ATTACHMENTS:

1. VAH Resolution Approving an Amendment to the Agreements with Catholic Charities for Services at the Arlington Heights Senior Center
2. First Amendment to Agreements; Catholic Charities; Village of Arlington Heights (Care Coordination) (003)

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO AGREEMENTS WITH
CATHOLIC CHARITIES FOR SERVICES AT THE ARLINGTON HEIGHTS SENIOR CENTER

WHEREAS, the Village and Catholic Charities (“Agency”) entered into a contract, dated September 21, 2009 (“*Senior Meals Agreement*”), to allow the Agency to use 1,300 square feet of space in the Village’s building at 1801 West Central Road in the Village (“*Senior Center*”) for daily food services; and

WHEREAS, the Village and the Agency entered into a separate contract, dated September 21, 2015, Catholic Charities to allow the Agency use additional space in the Senior Center (“*Space Agreement*”); and

WHEREAS, pursuant to the Senior Meals Agreement and the Space Agreement (collectively, the “*Agreements*”), the Agency provides programming, dining, and nutrition education services designed at the Senior Center for senior citizens aged 60 or older (“*Services*”); and

WHEREAS, the Village and the Agency desire to execute an Amendment to the Agreements to terminate the Senior Meals Agreement and to reduce the amount of space provided to the Agency in the Senior Center to reflect a reduction in the Services provided by the Agency (“*Amendment*”); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to approve the Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF AMENDMENT. The Village President and Board of Trustees hereby approve the Amendment in the form attached to this Resolution as Exhibit A.

SECTION 3: EXECUTION OF AMENDMENT. The Village Manager and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Amendment upon receipt by the Village Clerk of at least one original copy of the Amendment executed by the Agency; provided, however, that if the executed copy of the Amendment is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Village President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024.

Village President

ATTEST:

Village Clerk

EXHIBIT A
AMENDMENT

FIRST AMENDMENT TO AGREEMENTS

This FIRST AMENDMENT TO AGREEMENTS (“First Amendment”) is dated and effective as of October 1, 2024 (“First Amendment Effective Date”) by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois (“Village”) and Catholic Charities of the Archdiocese of Chicago, an Illinois not-for-profit corporation (“Catholic Charities” or “Agency”).

RECITALS

WHEREAS, Village and Agency entered into that certain Agreement, dated September 21, 2015 (hereinafter referred to as ~~the “Agreement”~~ or the “Care Coordination Agreement”) for use of certain space in the Village’s building at 1801 West Central Road, Arlington Heights, Illinois 60050 (the “Senior Center”);

WHEREAS, Village and Agency entered into that certain Agreement, dated September 21, 2009 (hereinafter referred to as the “Senior Meals Agreement”) for use of certain space (1,300 square feet) in the Senior Center; and

WHEREAS, Village and Agency now desire to amend the terms and conditions of the Care Coordination Agreement and the Senior Meals Agreement (collectively, the “Agreements”).

NOW THEREFORE, in consideration of the mutual promises set forth in this First Amendment, the parties agree to hereby amend the Agreements as follows:

1. Term of Senior Meals Agreement. Notwithstanding Section Four of the Senior Meals Agreement, the Village and Agency agree that the term of the Senior Meals Agreement shall terminate on September 30, 2024.
2. Term of Care Coordination Agreement. The final sentence of Section Four of the Care Coordination Agreement is hereby deleted and replaced with the following in lieu thereof:

“The Village and Agency shall each have the right to terminate this Agreement for any reason or no reason upon thirty (30) days’ prior written notice to the other party.”

3. Space Used by Agency. Effective October 1, 2024, Section 2(A) of the Care Coordination Agreement is deleted and replaced with the following in lieu thereof:

“To provide, approximately 3,010 square feet, specifically half of Room 139, Room 145, and private offices attached to Room 145, in the Senior Center for Agency to operate its Care Coordination program and/or other programs related to seniors.”

4. Notice. Section 5 of the Care Coordination Agreement is hereby amended to include the following additional notice address for Agency:

Catholic Charities of the Archdiocese of Chicago
721 N. LaSalle
Chicago, Illinois 606054
Attention: General Counsel

5. Defined Terms; Effect of First Amendment. The capitalized terms used herein and not

otherwise defined in this First Amendment shall have the same meaning as set forth in each of the Agreements. Except as expressly modified by this First Amendment, all other terms and conditions of the Agreements shall remain in full force and effect. If any conflict exists between the terms or provisions of ~~the either~~ Agreement and the terms or provision of this First Amendment, the terms and provisions of this First Amendment shall govern and control. Except as expressly modified and amended by this instrument, the terms and provisions of the Agreements are hereby ratified and confirmed.

6. Counterparts; Electronic Signatures. This First Amendment may be executed by the parties in separate counterparts, and such counterparts shall have the same force and effect as if the parties had executed it as a single document. An electronic copy of the signature of the parties, which is received via electronic message and/or DocuSign may be treated as if the signature was an original one and shall be fully enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Village and Catholic Charities have executed this First Amendment to Agreements as set forth below.

FOR VILLAGE OF ARLINGTON HEIGHTS:

Signature: _____

Name: _____

Title: _____

Date: _____

Attest:

Signature: _____

Name: _____

Title: _____

FOR CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO:

Signature: _____

Name: Elida Hernandez

Title: Chief Financial and Administrative Officer

Date: _____

Attest:

Signature: _____

Name: _____

Title: _____



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
11/4/2024

Item: Resolution Approving Well #16 Emergency Repairs

Department: Public Works & Engineering

Item Description:

In August this year, the Village Board approved emergency repairs on the well motor at Well #16. The contractor (Water Well Solutions) made the necessary repairs and re-installed the well motor. When the motor was started it was noticed that the well pump assembly would not turn and was seized up. This was an indication that there was an issue with the well pump assembly attached to the motor, which is up to 900 feet deep below the ground.

Well #16 is one of six different active wells maintained by the Public Works Department. The wells are kept active to serve as a redundant water supply, in the event that something disrupts the Village's current Lake Michigan water supply, provided by Evanston, through the Northwest Water Commission (NWWC). Public Works staff exercise and samples all six Village-owned wells monthly, as required by the IEPA and reports all well activity annually, as required by the Illinois Department of Natural Resources (IDNR).

The attached estimate proposes pulling approximately 900 feet of column pipe, transporting the assembly to a controlled environment for inspection, at a total cost of \$61,950. The contractor is very qualified to perform the required work and is best-suited to complete the work in a timely fashion. Staff is requesting that the proposal submitted by Water Well Solutions Illinois, LLC, 825 E. North Street, Elburn, Illinois, in the amount of \$61,950.00, be authorized.

Please note, this proposal is for pulling and inspecting the well only. Once the inspection is complete and the required repairs have been identified and determined, another cost is expected. Staff is recommending the authorization to expend up to an additional \$225,000 for the repairs and re-installation if needed. There is funding available in the Water and Sewer Capital budget from savings realized on the Risk and Resiliency and Generator projects to account for these services. Staff is confident that this additional funding will be sufficient and will dramatically reduce the amount of time that the well is out of commission. Although unexpected, in the

event that the repairs exceed the recommended repair expense, Staff will prepare an additional item for the next available Board meeting for consideration and approval. Staff will also provide a thorough and critical review of all proposed repairs before authorizing work to proceed.

This is an emergency repair, and therefore the budget does not reflect funding for this work. However, there is funding available in Account No. 505-7201-550150 of the Capital Fund for Water and Sewer to account for this work, so no budget amendments are necessary at this time.

RECOMMENDATION

It is recommended that the Village Board approve the Resolution authorizing the expenditure of no more than \$286,950.00, (\$61,950 inspection and \$225,000 for necessary future repairs) to Water Well Solutions Illinois, LLC, 825 E. North Street, Elburn, Illinois, for the extraction, inspection, repair, and re-installation of the pump and motor for Well #16, and authorize the execution of all necessary documents.

ATTACHMENTS:

1. 2024_11_04_Emergency_Repair_Well_16_Resolution and proposal

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF CONTRACTS
FOR THE WELL #16 EMERGENCY PUMP AND SHAFT INSPECTION AND REPAIRS
TO WATER WELL SOLUTIONS ILLINOIS, LLC, OF ELBURN, ILLINOIS

WHEREAS, the Village of Arlington Heights is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, in June 2024, Village Staff identified issues with the pump and shaft of Well #16 (collectively, "*Well #16*"); and

WHEREAS, Water Well Solutions Illinois, LLC of Elburn, Illinois ("*Contractor*"), provided a quote to the Village for the extraction and inspection of Well #16 in an amount not to exceed \$61,950.00 ("*Inspection Contract*"); and

WHEREAS, Village Staff anticipates that if the extraction and inspection of Well #16 reveals the need for any repairs of Well #16, it will be necessary to enter into an additional contract with the Contractor for the immediate repair of Well #16, in order to preserve and maintain safe and adequate water supply access in an emergency, in an amount not to exceed \$225,000.00 ("*Emergency Repair Contract*"); and WHEREAS, the Village President and Board of Trustees have determined that it is appropriate to waive the advertising requirements set forth in Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1, for the Inspection Contract and the Emergency Repair Contract for the extraction, inspection, and possible repair of Well #16; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Inspection Contract and the Emergency Repair Contract with Contractor for the extraction, inspection, and possible repair of Well #16 will serve and be in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Inspection Contract and the Emergency Repair Contract for Well #16 are hereby waived in accordance with Section 8-9-1 of the Illinois Municipal Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF INSPECTION CONTRACT. The Board of Trustees hereby approves the Inspection Contract by and between the Village and Contractor, in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Manager and Village Attorney.

SECTION 4. EXECUTION OF INSPECTION CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Inspection Contract upon receipt by the Village Clerk of at least one original copy of the Inspection Contract executed by Contractor; provided, however, that if the executed copy of the Inspection Contract is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority

to execute and attest the Inspection Contract will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. AUTHORIZATION TO EXECUTE EMERGENCY REPAIR CONTRACT.

A. The Board of Trustees hereby authorizes the Village Manager and the Village Clerk to execute and attest, on behalf of the Village, an Emergency Repair Contract for Well #16, in an amount not to exceed \$225,000.00, in a final form to be approved by the Village Attorney, but only if the Village Manager determines, in his sole discretion, that: (1) the extraction and inspection of Well #16 reveals the need for immediate repair of Well #16, and (2) the Emergency Repair Contract is favorable to, and in the best interests of, the Village.

B. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Emergency Repair Contract. In the event that the Village Manager determines, in his sole discretion, that emergency repair of Well #16 is not necessary, or that an Emergency Repair Contract is not favorable to the Village, then the Village Manager is hereby authorized to reject such Emergency Repair Contract on behalf of the Village.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Village Board of Trustees, and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS 4th day of November, 2024.

Village President

ATTEST:

Village Clerk

EXHIBIT A
CONTRACT

Water Well Solutions Illinois, LLC

825 E North Street
Elburn, IL 60119
www.wwssg.com



PROPOSAL TO:

Date: 10/8/2024

Company: Village of Arlington Heights

Job Name:

Address: 222 N. Ridge Ave

Well 16 Pull and Inspect

City: Arlington Heights 60005

Attention: Matt Bekowitz / Scott Schweda

Phone: (847) 840-9822

Email: mberkowitz@vah.com

Qty	Description	Unit Price	TOTAL
Village of Arlington Heights Well 16 Pull and Inspect			
1	Mobilization of 25T Crane Truck	\$750.00	\$750.00
40	Estimated labor hrs "3 man crew" service truck and tools. Pull 950' 10" oil lube turbine for inspection	\$660.00	\$26,400.00
1	Mobilization of 35 x 4 Pulling Rig	\$2,000.00	\$2,000.00
20	Load out and delivery to Elburn for inspection	\$440.00	\$8,800.00
40	Estimated hours for shop inspection of pump internals, column pipe, oil tubing, oil tube bearings and shafting	\$600.00	\$24,000.00
NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and returned to us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time, signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay, within 10 days of invoice date, for those materials ordered.			

Total Amount Proposed \$61,950.00

CLIENT	WATER WELL SOLUTIONS ILLINOIS, LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within ten (10) days of invoice date.	All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other insurance.
BY: _____ DATE: _____	BY: _____ DATE: _____



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
11/4/2024

Item: Recommendation that the Liquor Commissioner issues a Class A liquor license to Sun Shui AYCE Corporation dba Sun Shui located at 155 W Rand Road due to new ownership, upon surrender of existing liquor license and submission of executed lease.

Department: Integrated Services

Item Description:

Recommendation that the Liquor Commissioner issues Class A liquor license to Sun Shui AYCE Corporation dba Sun Shui located at 155 W Rand Road due to new ownership, upon surrender of existing liquor license and submission of executed lease. .

ATTACHMENTS:

None



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
11/4/2024

Item: Recommendation that the Liquor Commissioner issue a Class B and Class T liquor license to Maniya Inc dba Elm's Liquors located at 906 W Northwest Highway due to new ownership, upon the surrender of existing liquor license and submittal of executed lease and certificate of insurance.

Department: Integrated Services

Item Description:

Recommendation that the Liquor Commissioner issue a Class B and Class T liquor license to Maniya Inc dba Elm's Liquors located at 906 W Northwest Highway due to new ownership, upon the surrender of existing liquor license and submittal of executed lease and certificate of insurance

ATTACHMENTS:

None



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
11/4/2024

Item: Resolution Approving the Award of a Contract with Michael's Signs, Inc. for the Downtown Signage Program

Department: Planning & Community Development

Item Description:

BACKGROUND

On July 10th, 2023, a presentation was made to the Committee of the Whole regarding downtown development and the entertainment district streetscape and pedestrian plan enhancements. The purpose of the report and presentation was to focus on amenities that the Village of Arlington Heights could implement to the Downtown urban fabric. As part of the presentation, ideas were shared for creating a unique identity and positive image for the Downtown. Some of the options shared included a sign feature at Harmony Park, as well as, an enhanced gateway entry feature into the downtown near Northwest Highway and Arlington Heights Road.

On July 10, 2024, the sign concepts were presented to the Downtown Arlington Heights Business Association and the businesses concurred with the use of 'DtA'. In addition, the Downtown Arlington Heights Business Association recommended that the sign be increased in height so that the 'DtA' has more of a presence. The sign expanded from 'AH' when originally presented at the Committee of the Whole meeting in July 2023 to "DtA". The sign design was modified and includes the letters 'DtA' which will be approximately eight feet tall and placed within Harmony Park. Input from the various departments was also received.

In addition to the 'DtA' sign, an enhanced gateway entry feature at the Clock Tower Plaza was shared with the Downtown Arlington Heights Business Association. Letters that are approximately three feet tall that state 'Arlington Heights' will be placed on top of the existing stone wall near the perimeter of the Clock Tower Plaza area. When the Clock Tower sign concept was originally presented to the Committee of the Whole in July of 2023, the initial concept included the word 'Arlington'. During the committee meeting, direction was provided to include 'Arlington Heights', thereby increasing the sign lettering. The sign design was modified and includes 'Arlington Heights'.

Both the 'DtA' and the 'Arlington Heights' sign will have external accent

lighting with the ability to change lighting color for different seasons. The design of the two signs creates a unique and fun aesthetic for the Downtown.

Staff released the project for bid on October 4, 2024. On October 24, 2024, the following three bids were received:

<u>BIDDER</u>	<u>'Arlington Heights' Sign</u>	<u>'DtA' Sign</u>
Michael's Signs, Inc.	\$71,000	\$ 84,000
Olympik Signs	(Bid was slightly higher, it was not read due to no bid bond)	
Scout Sourcing Partner	\$78,593	\$103,729

Michael's Signs is the low bid contractor for both the 'DtA' sign and the 'Arlington Heights' sign. Michael's Signs was the contractor that was also the low bidder and successfully completed the Uptown signage project for the Village. In addition, staff previously checked references for Michaels Signs and the contractor was found to be favorable for similar projects in other communities. It is anticipated that the shop drawings will be approved early next year and installation will occur in the Spring of 2025.

BUDGET

'Arlington Heights' Sign at Clock Tower Plaza

There is \$78,000 available in the (Capital Projects Fund 401-4001-550300) for the downtown entry features. The low bid from Michael's Signs at \$71,000 is within the Capital Improvement Fund budget of \$78,000. This sign will make an impressive attraction promoting the downtown businesses from Arlington Heights Road and Northwest Highway.

'DtA' Sign at Harmony Park

Funding is available from the Arts and Entertainment Fund 515-4001-533050, with \$70,000 budgeted for this item. The low bid from Michael's Signs is \$84,000. Other line items within the Arts & Entertainment Fund are under budget and the Arts and Entertainment Fund has a surplus.

These amenities are unique and would add high profile improvements, keeping Arlington Heights on the "cutting edge" for its downtown and enhance Downtown business visibility.

Recommendation

It is recommended that the Village Board approve a resolution for the award of a contract with Michael's Signs, Inc. for the Downtown Signage Program for the 'Arlington Heights' sign in the amount of \$71,000 from the Capital Projects Fund (account #401-4001-550300) and for the 'DtA' sign in the amount of \$84,000 from the Arts and Entertainment Fund (account #515-4001- 533050).

ATTACHMENTS:

1. Resolution Approving Contract for Downtown Signage Project
2. AH Contract for the Construction of Downtown Signage

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF A CONTRACT WITH
MICHAEL'S SIGNS, INC. FOR THE DOWNTOWN SIGNAGE PROGRAM

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village sought bids for the award of a contract for the construction and implementation of signage at Harmony Park and Clock Tower Plaza in downtown Arlington Heights ("*Contract*"); and

WHEREAS, Michael's Signs, Inc. of Racine, Wisconsin ("*Contractor*"), was the lowest responsible and responsive bidder of the firms that submitted pricing to the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with the Contractor will serve and be in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Board of Trustees hereby approves the Contract by and between the Village and the Contractor in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Manager and Village Attorney.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract and all necessary documentation related thereto.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 20__.

Village President

ATTEST:

Village Clerk

EXHIBIT A

CONTRACT

**CONTRACT BETWEEN
VILLAGE OF ARLINGTON HEIGHTS
AND
MICHAEL'S SIGNS, INC.
FOR THE CONSTRUCTION OF
DOWNTOWN SIGNAGE**

CONTRACT BETWEEN
VILLAGE OF ARLINGTON HEIGHTS
AND
MICHAEL'S SIGNS, INC.
FOR THE CONSTRUCTION OF
DOWNTOWN SIGNAGE
TABLE OF CONTENTS

	Page
ARTICLE I THE WORK	1
1.1 Performance of the Work	1
1.2 Commencement and Completion Dates	2
1.3 Required Submittals.....	2
1.4 Review and Interpretation of Contract Provisions	3
1.5 Conditions at the Work Site; Record Drawings	3
1.6 Technical Ability to Perform	4
1.7 Financial Ability to Perform	4
1.8 Time	4
1.9 Safety at the Work Site	4
1.10 Cleanliness of the Work Site and Environs	5
1.11 Damage to the Work, the Work Site, and Other Property	5
1.12 Subcontractors and Suppliers	5
1.13 Simultaneous Work By Others	6
1.14 Occupancy Prior to Final Payment.....	6
1.15 Owner's Right to Terminate or Suspend Work for Convenience.....	6
ARTICLE II CHANGES AND DELAYS	6
2.1 Changes.....	6
2.2 Delays	7
ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK.....	7
3.1 Inspection; Testing; Correction of Defects	7
3.2 Warranty of Work	7
3.3 Owner's Right to Correct.....	8

ARTICLE IV FINANCIAL ASSURANCES	8
4.1 Bonds	8
4.2 Insurance	8
4.3 Indemnification	9
ARTICLE V PAYMENT	9
5.1 Contract Price	9
5.2 Taxes and Benefits	9
5.3 Progress Payments	9
5.4 Final Acceptance and Final Payment.....	10
5.5 Liens.....	10
5.6 Deductions	11
ARTICLE VI DISPUTES AND REMEDIES	11
6.1 Dispute Resolution Procedure	12
6.2 Contractor's Remedies.....	12
6.3 Owner's Remedies.....	12
6.4 Owner's Special Remedy for Delay	13
6.5 Terminations and Suspensions Deemed for Convenience	13
ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS.....	14
7.1 Binding Effect.....	14
7.2 Relationship of the Parties	14
7.3 No Collusion.....	14
7.4 Assignment	14
7.5 Confidential Information	15
7.6 No Waiver	15
7.7 No Third Party Beneficiaries	15
7.8 Notices	15
7.9 Governing Laws	16
7.10 Changes in Laws.....	16
7.11 Compliance with Laws and Grants.....	16
7.12 Compliance with Patents.....	17
7.13 Time	17
7.14 Severability.....	17
7.15 Entire Agreement	17
7.16 Amendments	18

CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D - Special Project Requirements

PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

CONTRACT BETWEEN
VILLAGE OF ARLINGTON HEIGHTS
AND
MICHAEL'S SIGNS, INC.
FOR THE CONSTRUCTION OF
DOWNTOWN SIGNAGE

In consideration of the mutual promises set forth below, the Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, a home rule municipal corporation ("**Owner**"), and **MICHAEL'S SIGNS, INC.** of Racine, Wisconsin, a Wisconsin corporation ("**Contractor**"), make this Contract as of the _____ day of November, 2024, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "**Work**":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and

construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the “**Commencement Date**” set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “**Completion Date**” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “**Contract Time**.”

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“**Required Submittals**”). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Except as otherwise provided in Attachment B, Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two black and white prints and one electronic copy in Adobe Acrobat (.pdf) format of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception (or its equivalent) noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception (or its equivalent) noted. Owner’s review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-

existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C. Upon acceptance of the Contractor's printed Drawings of Record, Contractor shall also submit to Owner electronic Drawings of Record in electronic CADD files and/or other electronic file format acceptable to Owner operating under a Windows operating system.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "**Contractor**" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be

conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates an increase of fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. **Length of Warranty; Repairs; Extension of Warranty.** Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. **Subcontractor and Supplier Warranties.** Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 **Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 **Bonds**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class VIII or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 **Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A minus, and a financial size category of Class VIII or better, in Best's

Insurance Guide. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner. The provision of insurance as provided in this Contract shall not be a limit on the Contractor's obligation under this Section 4.3.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "**Contract Price**"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("**Progress Payments**").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("**Pay Request**"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all

Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("**Lien**") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract; or (11) engineering and inspection charges imposed pursuant to this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("**Event of Default**"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of

the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Attention: Village Manager

with a copy to:

Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Hart M. Passman

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Michael's Signs, Inc.
3914 S Memorial Drive
Racine, WI 53403

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and the Discrimination in Public Contracts Act, 775 ILCS 10/1 *et seq.*; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("**Prevailing Wage Act**"). Contractor agrees to pay its laborers, workers, and mechanics performing the Work no less than the current prevailing rate of wages as required by the Prevailing Wage Act. If the Illinois Department of Labor

revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its subcontractors' or any other person or to regulate the Work, the Work Site or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of or require Owner to issue any license or permit to Contractor or any subcontractor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF ARLINGTON HEIGHTS

By: _____

By: _____
Randall Recklaus

Title: _____

Title: Village Manager

Attest/Witness:

MICHAEL'S SIGNS, INC.

By: _____

By: _____
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____

Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

[CONTRACTOR'S EXECUTING OFFICER], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.*; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "**Patriot Act**") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001; or (iv) failure to have in place a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4); or (v) failure to have a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and agrees that it will file with the Owner prior to the Contract Commencement Date either a copy of the program or a notarized statement that there is a collective bargaining unit in place that applies to the employees who will be performing Work pursuant to the Contract.

DATED this [] day of [MONTH], [20__].

Attest/Witness:

MICHAEL'S SIGNS, INC.

By: _____

By: _____
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____

Title: **[TITLE OF CONTRACTOR'S EXECUTING OFFICER]**

Subscribed and Sworn to
 before me this ____ day
 of _____, 20__.

My Commission Expires: _____

 Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. **Project:**

Installation of two signs which are dimensional fabricated channel letters. As part of the signage project there are concrete footing and concrete restoration. In addition, the installation of accent lighting, including the conduit and all connections.

2. **Work Site:**

Each project is located in Downtown Arlington Heights. The "DtA" is located in Harmony Park and the "Arlington Heights" is located at Clock Tower Plaza.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

☐

☒

No Exceptions

4. **Commencement Date:**

☐

the date of execution of the Contract by Owner

☐

_____ days following execution of the Contract by Owner

☒

December 1, 2024

5. **Completion Date:**

☐

_____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

☒

April 30, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverages:**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Commercial Motor Vehicle Liability with a combined single limit for bodily injury and property damage of not less than \$2,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Commercial General Liability with coverage written on an "occurrence" basis and with "per project" limits no less than a combined single limit for personal injury, bodily injury and property damage of \$2,000,000 per occurrence and \$4,000,000 general aggregate.

Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- ☒ D. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against "all risks" of direct physical loss to buildings,

structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement, and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- ☒ E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence and in the aggregate.
- ☒ F. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Special coverage shall be as follows.....\$2,000,000 over primary insurance
- ☒ G. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$5,000.00.
- ☒ H. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial General Liability

Commercial Motor Vehicle Liability

Each Additional Insured endorsement shall identify Owner as follows:

Village of Arlington Heights, including its President and Village Board of Trustees, and elected and appointed officials, and its officers, employees, agents, attorneys, consultants, and representatives.

The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance.

7. **Contract Price:**

SCHEDULE OF PRICES

☒ A. **LUMP SUM CONTRACT**

For providing, performing, and completing all Work, the total Contract Price of:

One Hundred Fifty-Five Thousand Dollars and Zero Cents

155,000 Dollars and 00 Cents

☐ B. **UNIT PRICE CONTRACT**

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
_____	_____	_____	\$ _____.	\$ _____.
_____	_____	_____	\$ _____.	\$ _____.
_____	_____	_____	\$ _____.	\$ _____.
_____	_____	_____	\$ _____.	\$ _____.

TOTAL CONTRACT PRICE:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

☐ C. **COMBINED LUMP SUM/UNIT PRICE CONTRACT**

(1) For providing, performing, and completing all Work related to ***[DESCRIBE LUMP SUM WORK]***, the total sum of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

- (2) For providing, performing, and completing all Work related **to [DESCRIBE UNIT PRICE WORK]**, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
_____	_____	_____	\$ _____.	\$ _____.
_____	_____	_____	\$ _____.	\$ _____.
_____	_____	_____	\$ _____.	\$ _____.
_____	_____	_____	\$ _____.	\$ _____.

TOTAL CONTRACT PRICE (the sum of (1) plus the extension of (2)):

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

8. **Progress Payments:**

A. **General.** Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. **Value of Work.** The Value of the Work shall be determined as follows:

- (1) **Lump Sum Items.** For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract unless otherwise provided in Attachment B and, in all events, before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("***Breakdown Schedule***"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of

the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT B
SPECIFICATIONS
[TO BE SUPPLIED BY OWNER]

ATTACHMENT C

LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

SHEET NO.

SHEET TITLE

DATE LAST REVISED

ATTACHMENT D
SPECIAL PROJECT REQUIREMENTS
[TO BE SUPPLIED BY OWNER]

VILLAGE OF ARLINGTON HEIGHTS
CONTRACT FOR THE CONSTRUCTION OF
DOWNTOWN SIGNAGE
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **[FULL NAME AND ADDRESS OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, as Obligee, hereinafter called Owner, in the full and just sum of **[CONTRACT PRICE]** Dollars (\$**[CONTRACT PRICE]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE OF CONTRACT AGREEMENT]**, with Owner entitled "Contract Agreement Between Village of Arlington Heights and **[CONTRACTOR'S NAME]** for the Construction of Downtown Signage" (the "**Contract**"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **[DESCRIBE WORK]**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the

schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this ____ day of _____, 20__.

Attest/Witness:

PRINCIPAL: **[NAME OF CONTRACTOR]**

By: _____

By: _____
**[NAME OF CONTRACTOR'S
EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF ARLINGTON HEIGHTS
CONTRACT FOR THE CONSTRUCTION OF
DOWNTOWN SIGNAGE

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **[FULL NAME AND ADDRESS OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois, 60005, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **[CONTRACT PRICE]** Dollars (\$**[CONTRACT PRICE]**), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE OF CONTRACT AGREEMENT]**, with Owner entitled "Contract Agreement Between Village of Arlington Heights and **[CONTRACTOR'S NAME]** for the Construction of Downtown Signage" (the "**Contract**"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **[DESCRIBE WORK]**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service

or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 20__.

Attest/Witness:

PRINCIPAL: **[NAME OF CONTRACTOR]**

By: _____

By: _____
**[NAME OF CONTRACTOR'S
EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____



**VILLAGE OF
ARLINGTON HEIGHTS**
— INC. 1887 —

**Village Board of Trustees
11/4/2024**

Item: Resolution Approving the Letter of Understanding for
Maintenance Responsibilities under IDOT Contract 62W38

Department: Public Works & Engineering

Item Description:

The Illinois Department of Transportation (IDOT) has an upcoming project to replace bridges and resurface IL Route 53 from Kirchhoff Road to Anderson Drive. As part of the project, IDOT included accommodations for pedestrian and bicycle facilities under the two bridges within the Village's boundaries, at Palatine Road and at Anderson Drive. Staff worked with IDOT to add sidewalk improvements on Anderson Drive to provide a sidewalk connection between existing sidewalks on Wilke Frontage Road West and Wilke Frontage Road East. IDOT will cover all engineering and initial construction costs.

These pedestrian and bicycle facilities will become the Village's maintenance responsibility after approval. The attached Letter of Understanding outlines the various maintenance responsibilities of IDOT and the Village, and has been approved by the Village Attorney.

Staff supports the Letter of Understanding, as it enhances the pedestrian facilities within the community.

RECOMMENDATION

It is recommended that the Village Board approve the Resolution and authorize the Village Manager to execute the Letter of Understanding.

ATTACHMENTS:

1. Resolution Approving Agreement with IDOT

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT
WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR IMPROVEMENTS TO ILLINOIS ROUTE 53

WHEREAS, the Village and the Illinois Department of Transportation ("**IDOT**") desire to enter into an agreement concerning the improvement of a portion of Illinois Route 53, from Kirchoff Road to Anderson Road, in the Village ("**Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that approving the Agreement will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF AGREEMENT. The Village President and Board of Trustees hereby approve the Agreement in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager is hereby authorized to execute, on behalf of the Village, the Agreement and all necessary documentation related thereto.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS 4th day of November, 2024

Village Manager

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT

LETTER OF UNDERSTANDING

The STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, in cooperation with the Village of Arlington Heights of the State of Illinois, hereinafter called the VILLAGE, is desirous of improving FAP 342 IL 53 from Kirchoff Road to Anderson Drive in the County of Cook, Illinois, State Section No: (531) BR 23 by making the following Improvementss:

Bridge superstructure replacement of IL 53 over Kirchoff Road, deck replacement of IL 53 over Industrial Avenue, bridge work over US 14, superstructure replacement of IL 53 over Palatine Road, bridge work over Anderson Drive, and substructure and culvert repairs. Additional major Improvementss include resurfacing of IL 53 within project limits, ramp repairs, drainage, Americans with Disabilities Act (ADA) ramp Improvementss, lighting, and aesthetic bridge enhancements (collectively, the "Improvements") and all other work necessary to complete the Improvementss in accordance with the approved plans and specifications.

WHEREAS, the VILLAGE is desirous of said Improvements in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, In order that the STATE and the VILLAGE may benefit by these proposed Improvements, the STATE and the VILLAGE agree with the following:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the Improvements to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering costs associated with the Improvements.
3. The VILLAGE agrees to sign the plan approval page which is part of this document or provide the STATE with a letter, approving the plans and specifications for the Improvements as prepared.
4. Upon completion of the Improvements and final field inspection by the STATE, and so long as IL 53 is used as a State Highway, the STATE will maintain, or cause to be maintained, the through traffic lanes, the left turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes, the bridges, ramps, lighting, ITS, traffic signals, storm sewers, culverts, and all other portions of the improvements not to be maintained by the VILLAGE as outlined in paragraph 5 below.
5. Upon final field inspection of the Improvements, the VILLAGE agrees to maintain or cause to be maintained new and existing sidewalks, and the fencing and or railing lengthwise of the sidewalk within the STATE right-of-way constructed as part of the Improvements that are located within the corporate limits of the VILLAGE.

6. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

Approval of this Letter of Understanding shall be considered as concurrence with and acceptance of all terms contained herein, and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF ARLINGTON HEIGHTS

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the Improvements of IL 53 from Kirchoff Road to Anderson Drive, State Section No., (531) BR 23, State Job Number: C-91-144-21, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE’s financial and maintenance obligations described herein, prior to the STATE’s advertising for the aforescribed proposed Improvements.

Approved_____

Title _____

Date _____



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
11/4/2024

Item: Doctors Subdivision - 2010-2020 S. Arlington Heights Rd. -
PC#24-001
Planned Unit Development Amendment

Department: Planning & Community Development

Item Description:

A public hearing was held by the Plan Commission on October 23, 2024, where Commissioner Lorenzini moved and Commissioner Green seconded:

A motion to recommend to the Village Board of Trustees approval of an Amendment to the Planned Unit Development Ordinance #70-089 and #02-019, to modify a previously approved parking variation, and the following variation:

1. A Variation to Chapter 28, Section 10.4-2, to allow 127 parking spaces where code requires 190 parking spaces.

This recommendation is subject to the following conditions:

1. There shall be no more than 34,000 square feet of medical office or permitted non-general office uses within the subject property.
2. Should a parking problem occur on the site, which shall be determined at the discretion of the Village, the property owner shall construct additional parking and cod-compliant landscaping in substantial conformance with Exhibit 1, Concept Parking Plan - East Layout, prepared by Gewalt Hamilton Associates, Inc. on 9/18/2024. Said improvements shall be installed within 120 days of a request by the Village.
3. If a parking problem continues to exist after compliance with condition number two, the property owner shall reduce the amount of medical office occupancy or provide additional parking to the satisfaction of the Village.
4. The property owner shall provide a three-foot landscaping screen between public rights-of-way and the adjacent parking area along South Arlington Heights Road and West Seegers Road to comply with Chapter 28, Section 6.15. Landscaping compliant with this section shall be installed no later than June 30, 2025.

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

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

ATTACHMENTS:

1. 10-23-24 PC Minutes - DRAFT
2. Exhibit I - Contingency Parking Plan
3. PC Staff Report 10.23.24
4. Aerial
5. Project Description
6. Plat of Survey
7. Parking Study
8. Department Comments - Round 1
9. Department Comments - Round 1 Addendum with PD Comments
10. Petitioner Response - Round 1
11. Department Comments - Round 2
12. Petitioner Response - Round 2

PLAN

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

COMMISSION

RE: DOCTORS SUBDIVISION - 2010-2020 SOUTH ARLINGTON HEIGHTS ROAD -
 PC #24-001
 PLANNED UNIT DEVELOPMENT AMENDMENT

REPORT OF PROCEEDINGS had before the Village of
 Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village
 Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights,
 Illinois on the 23rd day of October, 2024 at the hour of 7:30 p.m.

MEMBERS PRESENT:

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

ALSO PRESENT:

MICHAEL LYSICATOS, Assistant Director of Planning and Community Development
 DANIEL OSOBA, Planner I
 RACHEL HITZEMANN, Planner II

CHAIRPERSON CHERWIN: All right, we're all ready here. We'll do a call to order, and why don't we stand for the Pledge of Allegiance, please?

(Pledge of Allegiance recited.)

CHAIRPERSON CHERWIN: For all, thank you.

All right, do you want to take roll call?

MR. OSOBA: Yes. Commissioner Dawson.

(No response.)

MR. OSOBA: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. OSOBA: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MR. OSOBA: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. OSOBA: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. OSOBA: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. OSOBA: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. OSOBA: Chair Cherwin.

CHAIRPERSON CHERWIN: Here.

Thank you. All right, we can note that we have a quorum. Thank you. I think we can move to our approval of minutes.

What's up for approval is Arlington 425 minutes.

COMMISSIONER DROST: I'll make that motion to approve the minutes.

CHAIRPERSON CHERWIN: Is there a second?

COMMISSIONER GREEN: I'll second that.

CHAIRPERSON CHERWIN: All right, all in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

COMMISSIONER JENSEN: I have to abstain because I wasn't here.

CHAIRPERSON CHERWIN: All right, Commissioner Jensen abstains. The motion passes, the minutes are approved, thank you. Then we can move on to our first petition on the agenda, which is Doctors Subdivision. That's 2010-2020 South Arlington Heights Road, for a Planned Unit Development Amendment.

Michael, have all notices been given, or Dan, have all notices been given?

MR. OSOBA: Yes, they have.

CHAIRPERSON CHERWIN: Thank you.

All right, well, we'll bring the Petitioner up if you could. Are you planning to present here or are we just going right to the Staff, Petitioner?

MR. ORTICELLI: I am planning to present. I thought, Dan, you were going to go first.

CHAIRPERSON CHERWIN: What we typically do, well, the Petitioner would go first.

MR. ORTICELLI: Okay.

CHAIRPERSON CHERWIN: And if you're okay with that, we'll have you come up. If you could state your name into the microphone for the record?

MR. ORTICELLI: All right, as I understand it, you have on your screens in front of you the same thing that I'm showing up here; is that right?

CHAIRPERSON CHERWIN: Yes, sir, that's correct.

MR. ORTICELLI: So, by way of introduction, my name is Sam Orticelli. I don't want to get into a long biography, but just to let you know, I've been in the legal profession since 1978. I worked downtown in Chicago for about 10 years. I worked for Inland Real Estate for about 17 years. I've been a solo practitioner for about 15 years, so I have quite a bit of experience and, you know, I'm happy to be here in front of you and I hope that I can persuade you tonight.

CHAIRPERSON CHERWIN: Okay.

MR. ORTICELLI: So, this is an application for an amendment to a PUD Ordinance #70-089, and #02-019 which was an amendment to the initial PUD. This application is to approve a variation to allow 127 parking stalls which is the exact number of stalls that currently exist on this property where the code requires, according to Staff, 200 spaces. I'll get into that a little bit later. It's not really going to make a big difference whether it's 200 or a lesser number, but I will refer back to that later.

I just thought I would start out the presentation by showing you a picture of the building. It's a very handsome-looking building. You know the address 2010 South Arlington Heights Road; it's a three-story building. I was just there today and walked through it. There's a basement level, first floor level, a second floor level, and a third floor level that's currently occupied.

This is an aerial view of the property on the right-hand side. You'll see -- by the way, Dan, there is no mouse here so I can't really do any pointing, but I'll just --

CHAIRPERSON CHERWIN: There's a little laser pointer on there.

MR. ORTICELLI: There is a laser pointer?

MR. OSOBA: The red button.

COMMISSIONER LORENZINI: But we can't see it.

CHAIRPERSON CHERWIN: Yes, you can't really see it on their screen.

MR. ORTICELLI: Oh, you can't see it?

COMMISSIONER DROST: No. We don't have --

MR. ORTICELLI: All right, well, anyways, on the right-hand side of your screen, that's the aerial of the location of the property. You'll see that it's north of Algonquin Road and it's south of Golf Road. On the left-hand side, this is an aerial photograph, and you'll see the building is where the red dot is. Can you hear me all right? On the right-hand side of where the red dot is, that is the east side of the building. There is a parking lot there that has 62 spaces. On the left-hand side of the red dot, that's the rear parking lot. That's the west side and that has, again I think it's 67 spaces.

Here's another aerial view. I included this in the presentation because you'll see the part that's outlined, well, that is colored in in blue is Lot 1, and the area directly to the south of that is Lot 2. You'll notice that Lot 2 on the left-hand side, there is a little strip that runs up to Seegers Road. Later on in my presentation, I will talk to you about that strip which at one time we were hoping might be used for additional parking if necessary, but this gives you an idea when I talk about a grassy strip, that's the strip that I'm talking about.

I included this here just to let you know that the zoning district is B-2

General Business District, and it allows medical office buildings, other office buildings, a lot of other uses, but what we're concerned here with are the office uses.

I should also add that surrounding this property, there is no residential property. It's all, across the street, I think maybe a car dealership, or I'm not quite sure, I don't remember. But the point, the important point is there is no residential properties anywhere around where this building is.

Okay, this slide here was part of the parking study that was done, and it shows different areas which, in the parking study, those areas are shown as how many spaces are available. So, on the left-hand side of the building, Areas A, B and C, that's the west parking lot. Those spaces, I need to look at my notes, I think that's 67 spaces. On the right-hand side of the building, Areas D, E, F, G and H are 62 spaces. That's currently. Area I which is along Seegers Road is on-street parking, it's not off-street parking, but it's definitely available for use and was not included in the calculations in the parking study as far as whether there is sufficient or insufficient parking or a deficit or, you know, anything like that.

This is a copy of the plat of survey. Just again, it's very similar to the aerial photo that I showed you or the, yes, where you see on the left-hand side the strip of Lot 2 that reaches up to Seegers Road and Lot 1 which is the property that I am representing, Lot 1. Just for your information, that's the survey.

Then, this, I put together a history of the property in this application. Now, I don't want to go through this with you number by number. But the important thing, at least in my opinion, is that the initial PUD approved, as part of that PUD, it was approved that 241 parking spaces would be sufficient for this PUD. After, and then the building was built in 1970, so you see, number one, that's when the initial PUD ordinance was passed in October of 1970, and 241 parking stalls were approved for the entire development.

Then, what happened in 1972, the owners apparently decided not to go through with the original plan which was to have the first building, then either add on to that building or build a second building. So, rather than do that, they had the property subdivided into Lots 1 and 2. Then, what happened is in 2002, that's when there was an ordinance passed which was the first amendment to the PUD which reduced the required number of parking stalls on Lot 2 only from 203 stalls to 157 stalls.

It doesn't, it's not readily apparent how the 203 number was arrived at, nor is it apparent, going back up to number one, how the 241 parking stalls was arrived at. But it's my contention that at that time, the code required 250, excuse me, one parking stall for every 250 square feet, plus an additional parking stall for every three employees. Now, if you go through the arithmetic on that, it would come out to be a building initially contemplated in the original PUD of about 56,250 square feet. So, the point that I'm making is it makes sense that at the time the original PUD was filed, the criteria or the code at that time was 250, excuse me, one parking space for every 250 square feet plus an additional parking space for every three employees. That's important when I get to another one of my screens up here which is going to be, I'll call it the grandfather argument, and I'll get to that.

So, like I said, I'm not going to go through each of these numbers, you know, in great detail, but I just wanted to show that we started this process, number four, in October of 2023 and it's now October of 2024. This has been going on for a year now and, you know, not to make blame on anyone or point any fingers at any one, we've run into, you know, some difficulties with the surveyor, with the grassy strip that I mentioned earlier, like who owns the grassy strip. That's because we talked to the Staff about possibly using the grassy strip as a

contingency plan, part of a contingency plan to add spaces if the need arose for new spaces.

Let's see, I'm going to skip to the grandfather and then I'll go back.

Okay, so the reason I want to skip to this slide is, I call it the grandfather argument and that's what I just went through with you why I am surmising that the standard that was in effect at the time of the original PUD was one space for every 250 square feet. If that was the standard, there is a section in the code, 28-10.1, that says for all buildings and structures erected and all uses of land established after the effective date of this section, accessory, parking and loading facilities shall be provided as required by the regulations of the districts in which such buildings or uses are located. In a number of discussions I had with Staff, in particular Dan, I think that the rationale that was being used for why this section was not applicable is that, I believe Staff contended that the use of this property changed from an all-medical building to part-medical and part-regular office.

My contention is and my clients' contention who are, you know, the owners of the property now, this property has always been a strictly medical office building. I mean, the name of the subdivision is Doctors Subdivision. It's a medical office building and always has been. Again, if the standard is one space for every 250 square feet which I think, because of the arithmetic involved, that that had to be it, then this Section 28.10 would be applicable and that the standard of one space for every 200 square feet is not the appropriate standard; instead, it should be one space for every 250 square feet plus an additional space for every three employees. Now, that's not so terribly important because even with this other standard, there would still be a deficit in the parking, so I'm not denying that.

Okay, now I'm going to go back to the ones that I skipped.

Okay, so part of the negotiations with Staff is that due to the fact that there is a deficit regardless of what standard you apply, you know, what zoning code you apply, there is still a deficit in parking. So, the suggestion in order for Staff to recommend approval by you gentlemen was that we come up with a contingency plan in that if there is no problem with parking, or if there is a problem with parking in the future, we could go to this contingency plan and add additional parking spaces. So, it ended up being that the east parking lot, that's the one closest to Arlington Heights Road, was the only parking area where we could make any kind of a significant or substantive change that would add, you know, a number of parking spaces that might make a difference.

So, on the left-hand side of this screen, you'll see what the existing layout of the property, of the parking area is. As you can see, there's 65 total spaces, with 62, that's the number I mentioned earlier, and then there's three handicap spaces, so a total of 65 spaces currently on the east side.

The right-hand side of this screen shows the proposed layout which, as you can see, the grassy area, this is a different grassy area, but the grassy area that is sort of like a median on the driveway where you turn in off of Arlington Heights Road, that grassy area would be eliminated and, in its place, would be the 10 spaces and 10 spaces. That would be an additional 20 spaces versus the, what is it, five spaces that are down at the bottom now along the most southerly edge of the parking area. So, that's a net gain of 12 spaces. This is our contingency plan.

Now, let me say another brief comment about the contingency plan and the fact that this might come into play if there were a parking issue, if there was a parking, you know, if it turned out that the existing parking wasn't enough that the city was getting complaints about overflow parking or anything like that. We've had a parking study done by

Gewalt Hamilton, and that company or that parking study was revised two times. The conclusion of that parking study is, and I don't know if you have it in front of you but if need be I could point to the specific area, but the important for you gentlemen to consider is that the parking study says that currently there's more than enough parking. They went out there and they counted the number of stalls that were occupied and the number that were not occupied on three different occasions. On each occasion, there was, you know, I'm guessing now because I don't remember the exact number so I don't want to misstate anything, but there was more than enough parking given the current occupancy of the building.

The parking study went on to say that using this formula that they have, which is a standard formula for calculating the additional number of spaces that would be used if there was full occupancy in this building, the parking study concluded that even at a full occupancy level, there would still be more than enough parking to satisfy the need for parking in this building. I might add, their conclusion that the existing parking would be more than sufficient to satisfy the parking demand doesn't even take into consideration that parking along Seegers Road, which is an additional 17 spaces.

Another thing worth briefly mentioning is, as we were discussing a possible contingency plan, it had been ownership and my contention that the west parking lot could be expanded. If you see the grassy area on the left-hand side of your screen, there is a grassy area. If you recall when we looked at the aerial view and the plat of subdivision, you saw that Lot 2 actually had that little finger that extended up to Seegers Road. I was initially thinking that the grassy area was part of our property, part of Lot 1. Our surveyor, I'm sure Dan, you know, will confirm this, our surveyor went back out there at least two times, I believe it was three times. He came back with the conclusion each time that the grassy area is part of Lot 1. Dan continued to say that, according to the Village's records and some other documents that you have, Dan, I forget how you label them, the grassy area is not part of Lot 1. So, even though I thought that we could use this west parking lot and add the spaces that you see on the right-hand side of your screen which, what is that, an additional 18 spaces, Dan wouldn't allow that or he wouldn't consider that as a contingency plan that he could get behind and recommend to you to approve.

When I went out to the property today to look at it again, and I looked at it before when I was in front of you gentlemen the first time, when I looked at it today, I kind of came to the conclusion that the grassy area really is not part of Lot 1. It's part of Lot 2, and so it's appropriate that we not use that grassy area as part of a contingency plan unless we are able to negotiate something with the owner of Lot 2 which thus far has been impossible. I've reached out to them three times, I've never received a reply. Our property manager has tried to reach out to them, has never received any reply. So, we can't use that as a contingency plan; however, my contention is that if there's a deficit, which there is, regardless of which standard we use for calculating the required number of spaces, there's always the possibility of going to the owner of Lot 2 and seeing again if we could try to get them to agree to a mutual easement or a sale of that grassy area to us. I don't recall, I think Dan told me once upon a time that there was a reason that that finger became part of Lot 2, and I just don't know what that reason is.

Okay, so this is an excerpt from the parking study. The key to it here is, on the right-hand side, you'll see the second bullet point, 57 spaces would be demanded on the Village Code for the required number of parking spaces for the vacant space in the property -- never mind, forget that. The next bullet point, no, I'm sorry, gentlemen.

Part 4, Recommendations and Conclusions: A parking analysis was

performed for the existing multi-purpose property, SG Arlington Heights MOB, LLC. That's the name of the legal entity that is the owner of the property. The property is located at 2010 South Arlington Heights Road at the southwest corner, blah-blah-blah. Overall, the existing parking space available is sufficient to handle the parking demand necessary at its existing 71.5 percent occupancy. Based on the parking analysis, it can be concluded the development provides sufficient parking spaces to accommodate the existing 71.5 percent tenant occupancy and potential full occupancy of the property. That's the point that I wanted to highlight for you.

I went over this grandfather argument. There's another thing on the grandfather argument that I will get to in a minute after I go to the last slide. This is the rent roll. I just have this up here in case we need to make reference to it for any reason, but then I open it up for questions, but before I do that, I want to go back to this grandfather argument.

I think it was a couple of days before this meeting tonight, I received an e-mail from Dan that had the agenda here and had the conclusions of the Staff. Although I thought that the Staff was going to unequivocally approve our application, it turned out that there are some conditions to the Staff's approval. One condition is that the property be limited to 30,000 square feet of medical office use. It's a 40,000 square-foot building. If you see on this rent roll down at the bottom, 40,199 square feet. So, the one condition is that the medical office use be limited to 30,000 square feet, and the second condition is that there be a landscape buffer installed in the area between the parking areas and Arlington Heights Road and Seegers Road.

So, I'm not a comedian but I just want to say that at the eleventh hour when I found out about this condition, starting with the landscape buffer, it reminded me of Congress and they're trying to pass a defense spending bill, and then there's an amendment by certain members of Congress that bring up, you know, matters related to abortion. It just seems to me that we're here to discuss parking and the applicable parking and what is sufficient parking.

At this late juncture, to talk about having to install a landscape buffer three feet tall before June of next year is just inappropriate. My client highly objects to that. They're basically barely hanging on right now with the vacancy level and the whole year of trying to get this passed through so they could put in new tenants.

The other condition of the 30,000 square feet maximum for medical office users, let's see, well, when I look at the, I looked at the rent roll and, well, you don't have it in front of you, but the fact is that there is currently an occupancy of 29,100 square feet that is currently occupied. You'll see, you know, all of these tenants here, if you add up the numbers, the total occupied space is 29,103. There are current negotiations going on for Unit No. 100 which is 1,329 square feet, and Unit 110 which is 2,742 square feet. When you add those two square footages to the existing 29,103 that's currently occupied, you're already over the 30,000 square-foot restriction or limitation that is now being proposed by Staff.

So, my feeling is, again, this is an eleventh hour condition. We are already negotiating leases for Suites 100 and 110 that would already put us over the 30,000 square-foot limitation. That would mean that any of the other vacant spaces would either have to remain vacant or be leased to non-medical office users. Like I said, this has always been a medical office building. The name of the subdivision is Doctors Subdivision. It's always been known as a medical office building, and it would be a real burden on my clients to have to have the limitation of 30,000 square feet maximum for medical office users.

Finally, just a last comment is that some of the non-medical office users that I was thinking about, if you think about it logically, what are some non-medical office users that could possibly go into these small spaces? It might be a real estate brokerage office. It

could be an insurance office. What else did I have here? I can't find the notes, but several of the types of offices that could be put in that are non-medical office users would probably have more parking demand than the medical office users. Again, when I walked through the building today, I'm looking at these offices that are occupied that are, you know, hair transplant doctor, there's a psychiatrist or psychologist, there's, you know, different medical offices where there is a receptionist and maybe, you know, one person besides the receptionist, and there's no traffic going through. If you have an insurance agency or a real estate brokerage agency, you would have a lot more traffic than that. So, in all practicality, imposing the limitation of 30,000 square feet maximum for office users is just unreasonable.

Finally, I will say that out of the meetings that I've done about the occupancy levels of buildings in the Arlington Heights area and surrounding areas, the vacancies have been, historically, the high end has been like almost 31 percent vacancy rate of buildings. At the low end, it's 20 percent. My contention is that with that type of vacancy, it makes no sense to impose the limitations that Staff is suggesting be imposed. There's, in all likelihood, would be vacancies and we need to know that the existing 127 spaces are going to be sufficient so that any new tenants that are coming in, including the ones that are being negotiated right now, the Suite 100 and 110, will be approved when they go in to get a business license and not turned down because someone, you know, in the office over here says we can't approve your license because there's a parking deficit. So, that's it.

Are there any questions that I might be able to address for you?

CHAIRPERSON CHERWIN: Thank you, Mr. Orticelli. I think what we'll do here at this point is have the Staff present, but before we do that, I just want to clarify. So, typically, I ask if you've reviewed the Staff report, it sounds like you have, and if you accept the conditions that the Staff has recommended which it sounds like you do not, correct?

MR. ORTICELLI: I do not accept those conditions.

CHAIRPERSON CHERWIN: There are five conditions, and I think the first four are not, you're indicating you are not amenable to the first four conditions?

MR. ORTICELLI: Well, I think it was only two conditions that I was not amenable to, which is the condition that there be a maximum of 30,000 square feet of medical office users --

CHAIRPERSON CHERWIN: Right.

MR. ORTICELLI: -- and that there be a requirement of a landscaping barrier along Arlington Heights Road and Seegers Road.

CHAIRPERSON CHERWIN: That's number four. I thought, okay, so the second one is, should a parking problem occur, which shall be determined at the discretion of the Village, the property owner shall construct additional parking and code-compliant --

MR. ORTICELLI: That's the contingency plan that I was talking about.

CHAIRPERSON CHERWIN: Okay.

MR. ORTICELLI: That would add 12 spaces.

CHAIRPERSON CHERWIN: And code-compliant landscaping with that. Okay, so that one is acceptable to you?

MR. ORTICELLI: Yes.

CHAIRPERSON CHERWIN: And then, three, if a parking problem continues to exist after the contingency plan, the property owner shall reduce the amount of medical office occupancy or provide additional parking to the satisfaction of the Village. That's acceptable?

MR. ORTICELLI: So, because it says "or," you know, we wouldn't want to reduce the medical occupancy because it's a medical office building, but you know, if the 'or' is provide additional parking, what I'm talking about there is when I mentioned the possibility of purchasing that grassy strip from the owner of Lot 2. That would add 17 spaces, and also to consider using the street parking on Seegers Road and, you know, if we could say that those additional spaces would be considered to help alleviate, you know, any potential problem after the contingency plan is implemented, then that's something that we would do.

CHAIRPERSON CHERWIN: Okay, so one and four are out, two is okay, three is a maybe. All right, I'll turn it over to Staff now.

Dan, if you want to go ahead with your presentation? Thank you.

MR. OSOBA: Sure.

MR. ORTICELLI: Thank you, gentlemen for your attention. Sorry if I was a bit long-winded.

CHAIRPERSON CHERWIN: No, it's okay. Thank you.

MR. OSOBA: All right, the property owner in question as mentioned for this petition is at 2010 and 2020 South Arlington Heights Road, which is located at the southwest corner of South Arlington Heights Road and West Seegers Road, and occupied by a 40,000 square-foot multi-tenant office building constructed in the 1970s. This property is zoned B-2 General Business District where both medical office and professional office land uses are permitted uses. Additionally, the Comprehensive Plan identifies this property as offices only on the future land use map which is consistent with the current use.

The Petitioner's request is to amend the planned unit development, or PUD, on the property which was established by Ordinance No. 70-089, and amended further by Ordinance #02-019 to modify a previously approved parking variation. The variation request for this petition is to Chapter 28, Section 10.4-2, to allow 127 parking spaces where code requires 200 parking spaces for a medical office.

The subject property which is highlighted in red is within the Doctors Building PUD which is located in blue on the slide. The PUD was approved as a two-phase development beginning with the subject site which is Lot 1 of the Doctors Subdivision and the primary property for this agenda item.

For landscaping, the site is currently not code-compliant with providing a three-foot tall landscape screen between adjacent public rights-of-way and the adjacent parking lot areas highlighted in red on the slide. There are some plant material within that area highlighted, but those are not sufficient to comply fully with the requirements of Section 6.15. Staff has requested the property owner provide additional landscaping to comply with Chapter 28, Section 6.15 during the 2025 planting season, and a condition of approval has been recommended that you've seen to require that installation by June 30th, 2025.

There are two separate parking fields located on the property, an east lot and a west lot, both highlighted in yellow. Both have accesses from West Seegers Road, and the east lot has two accesses from South Arlington Heights Road which is an Illinois Department of Transportation right-of-way.

The property contains currently 127 total parking spaces where code would require 200 spaces if the whole building were to be utilized as a medical office, which is what the Petitioner is requesting. The parking table on the slide shows the existing parking ratio and the required number of spaces highlighted in blue, and also the proposed parking ratio and required number of spaces highlighted in orange. The difference between these two, the existing

and proposed parking requirements, are the existing vacant units which are highlighted in red, and the two general office units which are highlighted in green. These offices, which include Exponet, Incorporated and Advanced Sleep Therapy, occupy approximately 21 percent of the building square footage, and both of the parking ratios for these items are calculated at one space per 300 square feet.

The Petitioner's request is to calculate all of these tenants, including the vacancies and offices, at one per 200 square feet per the medical office parking requirements in order to lease the whole building for medical office. The current deficit, as shown on the table, is 26.6 percent, or 46 spaces, and the deficit if the whole building was occupied as medical offices is at 36.5 percent, or 73 spaces, which is the subject of the parking variation tonight.

A parking survey and study was requested by Staff to assess these existing parking conditions and project future demand for parking if the whole building was to be utilized as a medical office. This study was provided and found that the maximum projected demand, which was based on the initial parking survey data and hourly demand for medical office uses, would be 112 spaces or 88 percent occupied. Staff has concerns with this projected demand for parking as it utilizes a parking survey conducted on the subject site which contained three vacant tenants and two general office spaces, one of which was occupied by a sleep therapy use. If these spaces were a medical office or a more intense version of a medical office such as the difference in parking demand between a sleep therapy office and a pediatrician's office, then the parking survey results might have been significantly higher and, therefore, increasing the parking demand projections that were identified in the study.

As a result of these concerns, Staff requested the Petitioner to prepare a contingency plan to better accommodate the potential change in tenants to a higher intensity medical office land use. The contingency plan was prepared showing a reconfiguration, as you've seen, of the eastern parking lot, and the accesses, which aligns with the conceptual reconfigurations provided by the Village during a review of the PUD amendment back in 2002. This contingency plan results in a net gain of 11 spaces, I'm sorry if there's a discrepancy, but it seems like I have a newer copy of the one that you have, but we can make sure that we have the number correct. But this one that I have is 11 parking spaces gained and it reduces the multiple accesses on South Arlington Heights Road and moves the accesses from West Seegers Road slightly to the west. This plan will only be required if the Village observed a parking problem and it would be at the discretion of the Village, and a condition of approval has been recommended by the SDC to this effect as well.

Additionally, the SDC is recommending a condition of approval to limit the amount of medical office space permitted within the building to 30,000 square feet in order to reduce the variation request and account for a potential increase in parking demand if several of the vacant units within the building or the general offices within the building are re-tenanted to a higher intensity medical office land use. This table shows the existing conditions, the Petitioner's request for a full medical office land use, and the SDC recommendation for required parking and the parking deficit based on that land use mix as proposed. The SDC recommendation reduces the variation request from 36.5 percent down to 30.6 percent, or it's 24.6 percent if those 11 spaces in the contingency plan are required to be constructed while still allowing the Petitioner to increase the total amount of medical office space within the building by approximately 5,500 square feet.

The Staff Development Committee recommends approval of the PUD amendment to Ordinance No. 70-089 and 02-019 to modify a previously approved parking

variation to Section 10.4-2 to allow 127 parking spaces where code requires 200 parking spaces for those conditions that are listed in the Staff report and on the screen. That concludes my presentation.

CHAIRPERSON CHERWIN: Thank you, Dan.

Is there a motion to include the Staff report in the public record?

COMMISSIONER JENSEN: So moved.

COMMISSIONER ENNES: I'll make that motion.

CHAIRPERSON CHERWIN: Okay, we have Lynn who made the motion, and Terry, okay to second it?

COMMISSIONER ENNES: I'll second it.

CHAIRPERSON CHERWIN: All right, can we do a voice vote? All in favor of that?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: All right, motion carries. Staff report is admitted.

I'm going to ask, before we ask questions, Mr. Orticelli, if you could stand up again really quick here? I apologize, I missed just a vital duty of the Chair which is to swear in the person presenting. So, I apologize. I'm just going to ask you to raise your right hand.

(Witness sworn.)

CHAIRPERSON CHERWIN: All right, thank you. That's all, apologies.

All right, so why don't we start with Lynn with questions?

COMMISSIONER JENSEN: Yes, a couple of questions. With that Gewalt Hamilton study, you said if it were expanded so that it was all 100 percent medical offices, that you still would not have a problem with parking. That is assuming that, is that assuming the one per 250 or the one per 200?

MR. ORTICELLI: I believe that's the one per 200.

COMMISSIONER JENSEN: Okay, so even with the current parking that those surveys indicated, you still would be fine in the opinion of --

MR. ORTICELLI: According to the study. Now, that's based upon their observations over three separate days.

COMMISSIONER JENSEN: Sure, okay. You kind of alluded to it, what is the impact of going to that new standard of 250? How much does that reduce what you would be required to do? You're required to do 200 spaces now and you've asked for a variance. If you went to the lower or to the 250 instead of the 200, how many spaces would that reduce for you?

MR. ORTICELLI: Yes, let's see here.

CHAIRPERSON CHERWIN: Dan, could you put that grid up there again that you have? That might help.

COMMISSIONER DROST: Yes.

MR. OSOBA: This one you're looking for?

CHAIRPERSON CHERWIN: Yes, I think that might be helpful.

COMMISSIONER DROST: That is helpful.

COMMISSIONER JENSEN: I mean, something in ballpark, the number of spaces it would actually reduce the deficit is the question.

CHAIRPERSON CHERWIN: Well, it would probably be by 25 percent, right?

MR. ORTICELLI: Let's just use round numbers. So, 40,000, excuse me, 40,000 square feet divided by 200 requires 200 parking stalls. 40,000 square feet divided by 250 requires 160 stalls, but you have to add one stall for every three employees, so we just estimated that since there are 16 units in the building, we figured one extra stall for each unit, figuring that there would be three employees in each unit on the average.

COMMISSIONER JENSEN: So, 175 or 6 instead of the 200, is that --

MR. ORTICELLI: So, it would be 160 plus 16, 176 versus 200.

COMMISSIONER JENSEN: Okay, well, then I guess I'd turn to Staff and ask them about it seems to me that a good case was made that maybe the standard should be 250. I'd like to understand Staff's thinking why you didn't feel you could go to the one that would have been the standard at the time that the PUD was established.

MR. OSOBA: So, that section that was referenced is designed for applicability of current land use applications that are received by the Village, and it only indicates that Petitioners would have to provide parking for the land use and the occupancy that they're applying for at the date of the current code. So, the current code standard for medical office is one per 200. That specific code section would only require that the Petitioner provide parking if they had submitted a building permit prior to 1959 when the Zoning Code was established, they would not have to provide parking for that.

MR. ORTICELLI: That's where our difference arises. He's saying prior to 1959 when the code was established. When I went through the numbers, when I was telling you about why I thought the 250 square feet should be applicable, it's when the initial PUD was approved, and I said in my very first slide I think it was that there was 241 spaces that were approved under the initial PUD and the only way that that could arithmetically come out would be if the 250 square-foot standard was used.

COMMISSIONER JENSEN: Okay, well, it seems to me there are two issues. Does the code requirement need to be changed according to what you are proposing versus what Staff is? The other issue is though that irrespective of that, you're saying that the surveys indicate that you wouldn't have that much of a problem in terms of the deficit given what the surveys turned up with?

MR. ORTICELLI: Correct, there would still be a deficit, but the deficit would not be as large.

COMMISSIONER JENSEN: Well, I think at this point that's all I have.

MR. ORTICELLI: If you don't mind, I would like to add another thing about this grandfather clause, this is how I refer to it. When the building was constructed in 1970, there was a building permit issued and there was an occupancy permit issued. There has never been a change to the parking area since it was first built. So, one could only conclude that the landscaping was satisfactory at that time and that the parking was satisfactory at that time. Because of the way I analyzed, you know, how they came up with 241 spaces for the initial PUD and how, because of that analysis, it had to have been the 250 square-foot standard, that's why I'm saying that, you know, because the permit was issued, or excuse me, the code had to have changed after 1970 because now it's one space for every 200 square feet of medical office users and one space for every 300 square feet of regular office users. It had to have changed after 1970 because there was a building permit issued and an occupancy permit issued.

CHAIRPERSON CHERWIN: Thank you.

COMMISSIONER JENSEN: At this point, I have something, but I'll let other ask questions and I'll come back.

CHAIRPERSON CHERWIN: Okay then. Thanks, Lynn.
Joe?

COMMISSIONER LORENZINI: Yes, I've got a question for Staff. So, this building has been in operation since the early 70's, and the parking lots were there then. So, what's changed that we are talking about this today?

MR. OSOBA: In general, the Village does not receive business licenses unless there is a type of business that's coming in for medical office. In general, those business licenses are not supplied to the Village if those are not needed or if building permits are not needed. So, part of it is that the Village is not aware that new licenses or if new occupancy is happening within the building, and those code requirements change over time where, as mentioned, previous code requirements for medical offices may have been one per 250 with employees, current code is one per 200. So, that's kind of where a little bit of a discrepancy happens between a previously approved PUD and requirements as it's stating now. We don't have records that go back and show the occupancy of all of the building at all times.

So, we're kind of working with what we have right now in terms of the current tenant makeup of the building. If the Petitioner would like to request that the whole building be occupied by medical office, we evaluate that request on the merits of code currently.

COMMISSIONER LORENZINI: Okay, thank you. That's all I have.

MR. ORTICELLI: Mr. Lorenzini, would you mind if I commented on your question?

CHAIRPERSON CHERWIN: We're going to get through the questions here of the Petitioners and address those. I want to make sure we get our other questions.

Joe, did you have any other questions for the Petitioner?

COMMISSIONER LORENZINI: No, that's all for now.

CHAIRPERSON CHERWIN: Did you want the Petitioner to respond directly to anything?

COMMISSIONER LORENZINI: Sure. If we've got time, sure.

CHAIRPERSON CHERWIN: Well, was your question, your question was to Staff, correct?

COMMISSIONER LORENZINI: Right.

CHAIRPERSON CHERWIN: Okay, we'll go, Mr. Green, Bruce, what do you think?

COMMISSIONER GREEN: I'm just, I always thought that the, the way it was told to me, every time I ask the Village about a grandfather clause, they say there is no such thing as a grandfather clause; is that true?

MR. OSOBA: If it is a legal non-conforming case, there's a section that requires certain things for legal non-conformity. If certain parking situations exist, they may continue to exist, if they have certain conditions that are met based on the requirements of code, but those legal non-conformities are for existing buildings that don't have previous approvals or don't have previous planned unit developments on them. So, it is review on a little bit of a case-by-case basis, and I don't want to over-generalize by saying that there isn't or there is, but in general, there is a legal non-conforming section that can be applicable.

COMMISSIONER GREEN: In the past, what have we done when the code changes from one every 250 to one every 200? I mean, how does that, how do we deal with it

now?

MR. OSOBA: So, if there is a previous approval and that previous approval is explicit enough to indicate a specific parking requirement, that specific parking requirement would remain. In this case, the specific parking requirement was not explicit in terms of what each site or what the development parking requirements were.

COMMISSIONER GREEN: That was my question I was trying to get answered. Thank you. That's all for now.

CHAIRPERSON CHERWIN: Did Hart Passman take a look at that issue on this particular one as far as if this is like legal non-conforming as it stands?

MR. LYSICATOS: No, the short answer to that is. We didn't believe we would have to present it as a legal non-conforming because it had a PUD approval in the past. So, this had been analyzed, and PUD approvals essentially can be, while they use the code as, you know, a benchmark for everything that we do in a PUD, there's also some variations within that PUD. When we went back and looked at the ordinance, there was a parking variation here. There also was language about sharing parking between Lot 1 and Lot 2 because there were concerns in the past about the potential for them to become a parking issue between the two sites, because both sites are actually under-parked within that PUD. You heard the history that it's one site to begin with, then it got subdivided into two sites.

CHAIRPERSON CHERWIN: Yes.

MR. LYSICATOS: So, there has been an underlying concern about parking from that subdivision point forward. So, when it came to that, we didn't believe there's a legal non-conforming because there was this history about these pieces there. So, that's how, you know, in framed our way of looking at it. When something comes in, we analyze to see if it conformed with code. Now, obviously, we're entertaining a variation for this, but every time something comes in as either expanding or changing its use, we have to look at it based on the current code standards. If something is not changing or they're expanding a non-conformity, there's arguments within the code that, they frame that argument should I say, and in this case we didn't think it applied.

COMMISSIONER GREEN: I just have another short question here.

CHAIRPERSON CHERWIN: Yes.

COMMISSIONER GREEN: The landscaping requirement, there's probably no chance that landscaping wasn't installed originally in 1970; isn't that correct?

MR. OSOBA: Correct.

COMMISSIONER GREEN: Okay, so it died out, and so now they have to put it back?

MR. OSOBA: In essence, yes. Those plans from the 1970's were not sufficiently detailed enough to provide a landscaping plan, so the landscaping requirements would be required per current code, as current policy.

COMMISSIONER GREEN: But there was a landscaping requirement in 1970 if you went back and looked.

MR. OSOBA: I believe so, yes.

COMMISSIONER GREEN: Okay.

CHAIRPERSON CHERWIN: And that's, I mean, that's pretty standard across the board when we do one of these, to ask to bring it up to compliance on the landscaping. This is not this particular case, this is every case we see like this. Is there any particular overlay from the Corridor Plan that is requiring any enhanced landscaping beyond what

would ordinarily be?

MR. OSOBA: There is not, no.

MR. LYSICATOS: I should say not on the Petitioner's basis. There is a potential for a landscape island to be built on South Arlington Heights Road, and we put that as a piece of the Staff report.

CHAIRPERSON CHERWIN: Yes.

MR. LYSICATOS: To just sort of advise them that it could impact future access, like one way in/one way out potentially instead of full access, because that plan was -- but it wouldn't be anything that would be on the Petitioner's behalf.

CHAIRPERSON CHERWIN: Yes, on the property.

MR. LYSICATOS: It would be on the Village.

CHAIRPERSON CHERWIN: All right, thank you for that.

Why don't we just keep going down here? George?

COMMISSIONER DROST: Yes. Historically, has there been any issues for this building, that has aged very well at least in my opinion, with parking deficits? What's the history, you know, over the 50 years? It had been exclusively a medical practices building; is that correct?

MR. ORTICELLI: It has been. There was one tenant that, I think it's Exponet; it's in green there, Unit 210. That tenant is not there, but that tenant was possibly not a medical office tenant. It was a regular office tenant, in which case there would be less of a parking space requirement for a non-medical office tenant.

CHAIRPERSON CHERWIN: And just to clarify, your owners have only had this building for like three years, correct?

MR. ORTICELLI: December of 2021 is when it was acquired.

CHAIRPERSON CHERWIN: Okay.

MR. ORTICELLI: Can I comment on a few of the things that have been said and answer or should I wait?

CHAIRPERSON CHERWIN: Why don't you wait until we get through this?

COMMISSIONER DROST: Yes, no, I was just trying, it's sort of where I'm going, sort of, and my line of questions is that, you know, is there a solution we're looking for where a problem doesn't exist? So, that's the one issue. Then you look at medical practices, and we're looking at 1972 and then we're looking at 2024-25. As how technology has changed the medical practice world, you don't have as many patients coming in. You've got the video interviews of people. There's ways that people can staff medical practices without actually having to be present, or if you need three, you can get away with two or one and a half because the other work can be done remotely.

So, those are the kind of complexities and how our ordinance, you know, basically responds to it now, or responds to the current problem. You know, has there been any problems when it was 100 percent a medical facility or how have things changed, you know? Covid was, you know, another game changer. You also see in the dynamics of medical practices that medical practices are no longer private ones, they're really controlled by hospitals. So, there's a whole change in how medical practices operate.

So, I'm just thinking about these bigger macro issues that, you know, maybe you give some relief based on the current situation. That's a general comment. The question to Dan is were any of these discussed, and disabuse me of, you know, any of these statements that I made that, you know, I'm off base or maybe correct.

MR. OSOBA: Sure. So, there's a couple kind of pieces to that kind of comment and question. So, for the first part there, to my knowledge, I don't believe any parking issues have occurred on the property. I don't think there's any code violations that the Village is aware of on the property, or the property to the south, so the PUD as a whole. I don't believe there's any parking issues there.

In relation to the solution, that we're looking for a solution for the problem that doesn't exist, we're attempting to plan for the potential worst case scenario if there is many types of medical offices that are within the building that are higher demand uses than some of the other medical offices. The Village has found and observed in other locations that medical offices have differing demand on parking, depending on the type of medical office.

COMMISSIONER DROST: Yes.

MR. OSOBA: A dentist's office will require generally more parking than a therapist would require. So, it really depends on the type of medical office, and now the code doesn't specifically make any determinations here nor there, but those are things that were discussed and kind of the reason for the Staff concern, as a lot of those issues have come up on other office buildings within the Village.

COMMISSIONER DROST: Yes, and also on parking requirements, on the handicap requirements, those evolve. There's more need and landscaping, so that puts more constraint on the available stalls that might be available. So, I mean, it's sort of blending that in, you know, in this whole process. The question is were those considered? Can relief be made, or can you impose a provision that says, you know, we're going to limit it to non-high use medical services, you know, just to try to fine tune it and not upset an operation, a building that goes back 50 years?

CHAIRPERSON CHERWIN: Thanks, George.

Anything else?

COMMISSIONER DROST: That's the speech. It's done.

CHAIRPERSON CHERWIN: It's a good one.

Terry?

COMMISSIONER ENNES: George, well put.

This is really kind of the tip of an iceberg that we have going on with an office market that is so loaded with vacancy right now, and in Arlington Heights we have a number of other buildings like this that are experiencing this exact same issue. I'm quite sensitive to it.

Are there more spaces in this current list that are vacant than the three that are shown? Is the Exponet, Inc.; is that vacant?

MR. ORTICELLI: It's vacant, yes.

COMMISSIONER ENNES: Okay, it doesn't say it's vacant. I'm missing that. Advanced Sleep, that 6,000 feet; is that vacant?

MR. LYSICATOS: The only vacant spaces are the three red ones, correct?

MR. ORTICELLI: Advanced Sleep is currently an occupant on the third floor, and I am told that their clientele comes in at nighttime to test their sleeping.

MR. LYSICATOS: Commissioner Ennes? Commissioner Ennes?

COMMISSIONER ENNES: So, the three red spaces I showed you is 20 percent, 18 percent vacancy in the building, which isn't too bad in this market.

MR. ORTICELLI: It's higher than that.

COMMISSIONER ENNES: The original PUD, were two buildings

envisioned?

MR. OSOBA: It was either two buildings or it was a building addition to the initial building.

COMMISSIONER ENNES: Okay, and back in time, the property owner decided they weren't going to build this addition or anything and they decided to subdivide it and - this property?

MR. OSOBA: Yes.

COMMISSIONER ENNES: Now, it appears to their detriment because now they have a parking issue. What if, and the Petitioner has referred to this as a medical building, 100 percent medical building. Is the original PUD as 100 percent medical?

MR. OSOBA: It was not explicitly stated the types of land uses that were included in that PUD.

COMMISSIONER ENNES: So, but the zoning at that time?

MR. OSOBA: The zoning at the time I believe permitted both office and medical office, at the time.

COMMISSIONER ENNES: Both? Did it limit one or the other?

MR. OSOBA: It did not.

COMMISSIONER ENNES: Okay, so whether or not it was 100 percent medical, you've been there a couple of years, do you have any records on the history of the occupancy of the building?

MR. ORTICELLI: I have rent rolls from the time that the owner acquired the property and rent rolls as of the current date. As I said, Exponet is one that arguably is not a medical office user, but other than that, everyone has been a medical office user. I'd like to just also comment on --

COMMISSIONER ENNES: Wait, I have a couple of other questions for you --

MR. ORTICELLI: Oh, okay.

COMMISSIONER ENNES: -- and then I'd love to hear those comments. The grassy strip, you believe it's your property, but that's not clear?

MR. ORTICELLI: I did originally, but now having looked at it today, I think that the surveyor was wrong and I don't think that it's part of our property. So, if it ever came to the point where we needed to come up with more spaces somehow, that grassy strip would be a possibility only if we could negotiate a purchase of that strip or a cross easement agreement.

COMMISSIONER ENNES: But you think somehow it got included in Parcel 2?

MR. ORTICELLI: I think the surveyor made a mistake.

COMMISSIONER ENNES: Okay, but you had somebody look at the legal description and it doesn't lay out, right?

MR. ORTICELLI: Oh, yes. No, I've looked at the legal description myself many times, and the surveyor has three times, correct me if I'm wrong, had said that according to his land people that have gone out there three times, it's part of Lot 1. But now, having seen the property with my own eyes today, and knowing that when the subdivision was recorded, there was a strip that was included as part of Lot 2 all the way up to Seegers Road. There is not enough area --

COMMISSIONER ENNES: For a drive aisle or something?

MR. ORTICELLI: No, between the boundary of Lot 1 and the boundary of

the property to the west for there to be two strips. So, there can't be a strip that's part of our property and also the strip that is shown on the plat of subdivision. It's just not possible --

COMMISSIONER ENNES: Okay.

CHAIRPERSON CHERWIN: -- and the tax assessor's map shows that it's part of Lot 2 from what I could tell.

COMMISSIONER ENNES: You looked at it?

CHAIRPERSON CHERWIN: Well, that's what it showed in the presentation.

COMMISSIONER ENNES: Was that a tax map?

CHAIRPERSON CHERWIN: It was a GIS map that showed it was part of --

COMMISSIONER ENNES: That was going to be my next question. I'd love to see who's been paying the taxes on that.

CHAIRPERSON CHERWIN: Right.

COMMISSIONER ENNES: In reading the verbiage in regard to the parking study, does it specifically state in your parking study's review that there's plenty of parking if it was 100 percent medical based on the current parking sites as 100 percent medical?

MR. ORTICELLI: You know, I have the parking study here, and if I, you know, had a minute or two to look through it, I could probably point out where it does say that.

COMMISSIONER ENNES: Dan, do you know? How did you read that?

MR. OSOBA: So, the parking study does come to the conclusion that there is adequate parking based on the survey results that they had and the extrapolation of those survey results. Staff's point and Staff's concern is that the initial survey results are based off of the occupancy of the building that has several vacant tenant spaces and has a sleep therapy unit which does not require parking or does not really have parking requirements during daytime hours when a survey was taken. So, those extrapolated data results to get to your future parking demand may be off and may be less than what typically would be required if those were all dentist offices or all pediatrician offices. That's the point.

COMMISSIONER ENNES: But when we look at buildings like this and they want it to be 100 percent medical, obviously the medical leasing rates are much better than office in this market and the occupancy. So, I totally understand why property owners want to be opting for that, to have that as an option. We always get so many parking spaces required for medical. The studies that we subscribe to, do they have variances based on the type of medical?

MR. OSOBA: Generally, no. The ITE or the, I forget the acronym off the top of my head, but the ITE has a specific parking allocation or parking requirement based on a land use that often times aligns with permitted uses and zoning codes. Medical office does not distinguish between various different types outside of a hospital rather than a medical office or a clinic.

COMMISSIONER ENNES: Are there other parking studies available that can show a variance? Is this something we should be considering? The medical building up in the north side of Arlington Heights Road that the hospital was in that we had all the parking issues a year-and-a-half, two years ago, is that exact same situation. But in that one, we specifically showed they can only have so much medical because the developer wanted to fully improve his lot with this biggest building he could and he didn't have adequate parking per our codes, but they have some tenants in there that have hardly any or very little patient demand parking requirements. If there's something else that we can be ascribing to, to work with these property owners to help them through this kind of period, are there?

MR. LYSICATOS: We are all ears, let's put it that way. We are starting to

look into it, but obviously, we're working through quite a high demand -- that's in high demand, so we're processing the applications as fast as we can to get into a really detailed study and survey of how the medical users are using the parking. It's quite a -- but we do see it as something that might be a potential need to or to subscribe to something or work with our peers in other areas. In general, our parking standards we believe are in line with our surrounding communities. We're not way off one way or the other. So, we're sticking to that, you know, in general.

One of the issues that Dan brought up that I wanted to highlight is two of the users here which make up over 8,000 square feet of space which is 25 percent of the space here basically have almost no parking demands. So, that even when that parking study --

COMMISSIONER ENNES: Daytime demand though.

MR. LYSICATOS: Daytime demands. So, when that parking study was done, that's 25 percent of the users that, there's another almost 20 percent that were vacant, we have to, you talked about solution in search of a problem, that's sort of what planning is. We're trying to predict the problems that come. If you put in anywhere between 30 and 35 percent of that now vacancy with a bunch of high demand parking, that's what we're looking at.

So, it wasn't as much that the parking study is wrong, but that there's, the two spaces in green are assumed as medical office users when really they're regular office users and one of them, which is the largest space in the unit, has no parking demands.

COMMISSIONER ENNES: Right.

MR. LYSICATOS: That's a pretty big asterisk as to the current use of --

COMMISSIONER ENNES: -- tenancy, that's a good, to me a good piece of evidence as to why we should provide some kind of a variance with that tenant in there.

MR. LYSICATOS: And we're not arguing against a variation. As you can see, it's a pretty large variation that's there now which is 25 percent. They're asking for 36 percent. I don't know how many 36 percent variations we recommend or the Board has approved over time, especially with office spaces, medical office spaces, which they are generating office uses and that's a positive. So, I think the crux of it is, as Dan and the Petitioner or their lawyer is stating, that they want to get these three spaces filled, I think Staff is amenable to looking at the square footage of that medical to include everything that's existing medical, so everything but the green and possibly those three vacant uses as medical. That way they can fill those, because we don't see the business license requests for many medical spaces --

COMMISSIONER ENNES: Understood.

MR. LYSICATOS: -- because of their certification. So, we don't get to see the actual evolution of the parking demand for a lot of these medical office spaces. That's our biggest concern is we really have to actually monitor the sites as opposed to regular office buildings. We see those business licenses come in and can really keep an eye on what the changes are from one user to the next. So, sorry to be long-winded.

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

CHAIRPERSON CHERWIN: John, do you have any further --

COMMISSIONER SIGALOS: I really don't have anything further. I mean, my questions have all been asked, but again, just to be clear, I mean, historically, has there ever been a parking problem here that you're aware of or that the Village is aware of?

MR. OSOBA: Like I said before, I'm not aware of any code violations that have related to parking on the site that at least we have in the Village's most recent records.

MR. ORTICELLI: During my client's period of ownership, there has never been a complaint that there was insufficient parking. Never a complaint from an adjoining owner

that parking was overflowed and people parked in lots that they weren't supposed to. There's never, since December of '21 at least, and I don't believe there's been any complaints prior to that.

COMMISSIONER SIGALOS: Okay, and unfortunately, I used to drive past this site, but regarding the landscaping, is there no landscaping at all or is it just deficient?

MR. OSOBA: So, the landscaping, those are two landscape beds, I don't know if you can see on your screen, it's pretty small, but right on the corner of Arlington Heights Road and Seegers, there's two landscaping beds that include shrubs. Some of those can count, but they would be insufficient for the entirety of the frontage of Arlington Heights Road. The frontage on Seegers, I guess, on the eastern lot does not have any landscaping. There's a pretty significant grade there, so it would likely have to be landscaping pretty close to the sidewalk or off of the property. Then on Seegers Road on the west side, there are three trees, but there are no shrubs to comply with landscaping.

COMMISSIONER SIGALOS: Okay.

CHAIRPERSON CHERWIN: George, you have --

COMMISSIONER DROST: Yes, if he's done.

CHAIRPERSON CHERWIN: That's okay. You have a follow-up to John?

COMMISSIONER SIGALOS: No, go ahead.

COMMISSIONER DROST: I just have one more question about market and market forces. In the leases that your clients provide, do they provide for guaranteed parking?

MR. ORTICELLI: No.

COMMISSIONER DROST: It's just basically common?

MR. ORTICELLI: No, they're gross leases and there's no mention of guarantees.

COMMISSIONER DROST: And none of the renters, the lessees, demand exclusive parking?

MR. ORTICELLI: There is no exclusive parking, no.

COMMISSIONER DROST: Yes, because, you know, sometimes they will demand it and they recognize that if you don't provide enough parking for patients, that you go out of business.

MR. ORTICELLI: Right. No, there is no exclusive parking rights in any lease.

COMMISSIONER DROST: Yes, and you also alluded to the street parking.

MR. ORTICELLI: I did.

COMMISSIONER DROST: Why don't you tell me a little bit, is that your overflow?

MR. ORTICELLI: Well, it could be used as overflow, but historically, it has not been. There's never been a need for anyone to park on the street that are, you know, customers of the tenants that are in the building.

I also want to mention on Seegers Road, you saw a picture of it up there, as far as the landscaping goes, Dan alluded to the fact that there is a significant grade difference up there on the right-hand side, that little thing that looks like an L on its side. There's a big grade difference from the level of Seegers Road and the level of the parking area. The parking area is significantly lower, and there's really not a lot of room to put, you know, any, what do you call it, hedge or bushes or anything like that, whereas on the south side of the sidewalk, the grade is so steep that it would be prohibitive to try to plant something there.

So, you know, again he said that there is no evidence in the building permit application process from 1970 as to what the requirement of landscaping was at that time.

So, you know, again I don't want to mix apples and oranges here. We're talking about parking and, you know, if you drive by the building, you'll see how nice it looks and there's no need to spend money without, you know, for something that's unnecessary. Mr. -- how do you pronounce your name?

COMMISSIONER DROST: Drost.

MR. ORTICELLI: Mr. Drost, you know, you mentioned earlier about, you know, are we looking at solving a problem that doesn't exist? To my knowledge, there is no problem. There's never been a complaint. There's never been a violation. This building has been here since 1970. No neighbor has complained. Even the owner of Lot 2, you know, which would be in the back, if you look on the west side, on the very lower left-hand corner, that's really the only place that there could be a -- if you will, from the west parking lot of our building to the parking lot of the building to the south. That's an OSHA, the OSHA building, you know, that's the only spot where the grade is satisfactory where there could be an open way there. So, there's never been a complaint by the OSHA people that anyone from our building has parked in their parking lot and then walked over the grass to get to our building.

CHAIRPERSON CHERWIN: George, anything else?

COMMISSIONER DROST: No. I just --

CHAIRPERSON CHERWIN: John, did you have anything else?

I'm sorry, George, I didn't mean to cut you off.

COMMISSIONER SIGALOS: If you did have a parking problem come up, have you ever looked or talked to OSHA as far as a shared parking agreement?

MR. ORTICELLI: I mentioned during my presentation I've tried to contact them three times.

COMMISSIONER SIGALOS: And they haven't responded to you.

MR. ORTICELLI: They have not responded, and the property manager of our building has tried to contact them.

CHAIRPERSON CHERWIN: Does OSHA own that building or is it somebody else that leases to OSHA?

MR. LYSICATOS: OSHA owns that building, I believe.

CHAIRPERSON CHERWIN: Okay, well, I had a couple of questions. Some of them were already addressed. When we had the Conceptual Review Committee meeting, I brought up the concept that I think Terry and George were talking about, which is to try to understand a little more nuance of certain medical uses versus certain other medical uses and how we can analyze that and if there were any examples we could use, even within the Village or whatever, to try to understand so that we can maybe create something other than just a black and white medical office and regular office. It doesn't sound like that was anything that was --

COMMISSIONER ENNES: -- is a perfect example --

CHAIRPERSON CHERWIN: That's a great example.

COMMISSIONER ENNES: -- 25 percent --

CHAIRPERSON CHERWIN: So, if you're doing a PUD, you can have some flexibility, which we have here, we have some flexibility to build in I think some of the restrictions, but it doesn't sound like that was --

COMMISSIONER DROST: And we do that sometimes, for instance on uses where churches are active more in the evenings with meetings and on weekends as

opposed to businesses that are the 9:00 to 5:00, Monday through Friday. So, that's kind of the balance.

CHAIRPERSON CHERWIN: Yes. I mean, my point was I thought that would have been helpful in making your case rather than just running into the medical versus non-medical and showing a huge deficit, but I don't think I saw that anywhere in the parking study.

So, let's see. Then, I think the other, I thought I mentioned this in Conceptual Review, if not I'm just curious, maybe you mentioned it, but I missed it on the -- Dan, could you bring up the visual of the lots again, or the building aerial? Thank you, that's fine.

Was there any consideration given to just some re-stripping of the lots to make some one-way angled parking to squeeze in some more spaces? You might be able to get, you know, like in the westerly lot, if you had like a one-way in/one-way out off of Seegers on the west, you might be able to squeeze in another row there as it borders OSHA, which might be another 10 or 11 spaces or so. Maybe I'm wrong, but I just thought that that was something to consider. Was there any thought given to that?

MR. ORTICELLI: I believe that Gewalt Hamilton looked at the west lot and said there's no practical way of reconfiguring that to add additional spaces.

CHAIRPERSON CHERWIN: Okay, and George, you brought up another kind of concern or a question I had. I mean, you know, the biggest issue we have here, not the biggest, but two things that we're trying to protect against, one is some kind of overflow parking that creates an issue on other properties. It doesn't sound like that's happened to date, at least that you can describe in the last three years, although it's been probably not the greatest market in the last three years so we don't necessarily have a great indication of that. The other one is your tenants, as George mentioned, running into issues, right? I mean, it's a business issue for you if now all of a sudden you have a bunch of tenants that can't park adequately.

So, is there any consideration given to like putting something in the lease? Because what we don't want to have happen is a tenant come in and then start knocking on Dan's door and says, oh, how did you guys approve this? This place is totally over-parked, there's a deficit of 30 percent of parking as it relates to the ordinance, and now we're on a lease. They don't want to get that, you know, and if that happens, you know, how do they respond to it?

So, is there any consideration given to at least disclosing to the Village that, or disclosing to the tenants in your leases or agreeing to disclose to the tenants in your leases that, you know, the overall site has a parking deficit so that they know kind of, they can look at it themselves. You can have the same conversation with them as you have with us which is, well, it doesn't really matter because we've done this, we don't think it's an issue, but technically, you know, it discloses, it gives them full transparency.

MR. ORTICELLI: You know, I would certainly recommend to the client that, you know, they put a provision in the lease that discloses a theoretical parking deficiency and just, you know, as a disclosure matter, but --

CHAIRPERSON CHERWIN: I think it would be a good -- for that.

MR. ORTICELLI: -- as long as that doesn't mean that we would have to have a limitation of the 30,000 square feet of medical office users.

CHAIRPERSON CHERWIN: Well, that's a, I guess that's a, you know, all those issues are issues that are, you know, kind of on the table right now, so I'm just thinking out loud. I think that was about it. Then you brought up the assigned space issue which I had as well. That's another way to control it, but it's not, you know, it might not be practical to dole out

spaces in advance.

COMMISSIONER LORENZINI: Jay?

CHAIRPERSON CHERWIN: Yes.

COMMISSIONER LORENZINI: I've got one quick question for Dan. Along Arlington Heights Road, can you really fully landscape that without losing some spots, some parking spots?

MR. OSOBA: So, Staff took a look at the amount of area that's between the back of the sidewalk and the parking lot that's adjacent to it. We do recognize that there is limited amount of space there where the property line actually is located and recognize that if landscaping is going to be in that area, that it would more likely than not be within the IDOT right-of-way, and that process can be a little bit lengthy. But as a rule of thumb, those requirements are the requirements of the Petitioner, that they would have to provide that landscaping, and that it would be typical practice for other users in a similar situation where they would have to provide that landscaping if there is space.

COMMISSIONER LORENZINI: All right, thank you for that.

COMMISSIONER ENNES: Is that the side of the street where the power is going to be buried?

MR. LYSICATOS: Potentially.

CHAIRPERSON CHERWIN: Yes, that's where all the overhead is, on the west side of the street.

COMMISSIONER ENNES: Right.

MR. LYSICATOS: Potentially, yes.

CHAIRPERSON CHERWIN: Is there any, I know we've talked about that in the past, is there any near term, or --

MR. LYSICATOS: Not that I know of.

CHAIRPERSON CHERWIN: -- is it just kind of part of the Corridor Plan?

MR. LYSICATOS: Yes, that's just part of the Corridor Plan as of this moment.

CHAIRPERSON CHERWIN: Okay, Lynn, you had another question?

COMMISSIONER JENSEN: Yes, just to follow-up on a few things. So, as I understand, Dan, the issue that the SDC had is the mix of medical offices could change and change the demand for parking?

MR. OSOBA: Correct.

COMMISSIONER JENSEN: You do then have the point that I think Commissioner Drost mentioned, technology has changed a lot, and we know that it has because with the pandemic, insurance companies have started paying for tele-medicine. A lot of things, whether you're a therapist, or other kinds of things can be handled that way, and so it's not clear to me that it's, you know, those are kind of a wash, you know, they counter each other and so forth.

It seems to me that although we could spend a lot of times worrying about what the standard is, there really hasn't been much of a practical problem to date. If the Petitioner is willing to accept this contingency plan, doesn't that largely give you an escape valve that really takes care of most of the problem so that we wouldn't need to impose that 30,000 square-foot limitation on medical offices, which I think is the primary thing that the Petitioner would like to get taken, that requirement, off?

So, I find that the discussion has been somewhat convincing to me

that we probably shouldn't impose that 30,000 square-foot limitation, and we should do something, you've got several things in there that say parking has to be reconfigured or dealt with to the Village's satisfaction if there are problems that emerge. So, I guess from my point of view, I can see why they'd like to get, you know, not have that requirement so they could actually have an opportunity to get new tenants in that are the type they want.

So, I think in my opinion, they've made the case. I think enough things have changed in the last 50 years that probably we are, as George said, we're probably in search of solution when we don't really have a problem.

CHAIRPERSON CHERWIN: Yes, Joe, go ahead.

COMMISSIONER LORENZINI: Okay, I've got a, to continue that train of thought, I totally agree with Lynn. How about we take out number one, not take it out, but relocate it, eliminate one as it is. Number two should stay as it is, but if the owner is confident in their parking study, we should never have to do number two.

MR. ORTICELLI: Could you put the screen up that has the numbers?

CHAIRPERSON CHERWIN: And, Joe, I know we're just discussing out loud possibilities.

MR. ORTICELLI: Eliminate number one.

CHAIRPERSON CHERWIN: Whoever would bring a motion would have to specify the Joe Lorenzini plan here.

MR. ORTICELLI: Number two could stay. Number three could stay, as I said, since it's an alternative, meaning either reduce the amount of medical office space occupancy, or provide additional parking to the satisfaction of the Village. It's an alternative. I think that one could stay and, you know, then it would be incumbent upon us to find additional parking which might mean negotiating with the owner of Lot 2 to buy the grassy strip or something, which is still going to be limited now to not being able to lease to a potential medical office user, you know, when there's no problem existing now.

COMMISSIONER LORENZINI: Okay, so along those lines, I'll make a motion to recommend to revise the recommendations. Take out number one, leave number two as it is, and number three, if the parking problem continues, the property owner shall reduce the amount of medical office space to 30,000 square feet or provide additional parking to the satisfaction of the Village, depending on which, the 30,000 limitation or the additional parking, that would be up to the Village's decision on how to do that. Number four, we'd leave it as it is because everybody's got to do landscaping, so we've got to do some landscaping what will work, and leave five the way it is.

CHAIRPERSON CHERWIN: Okay, and hold that thought for a second. We never opened up for public comment.

For the record, I recognize there are no members for public commentary.

MR. LYSICATOS: Just a couple of questions to the Chair, to Commissioner Lorenzini. I guess my question for number one is whether we remove it or we edit that number. I think the main focus on behalf of the Petitioner is those three vacant spaces they want to fill as medical users, correct? That's sort of the near term issue. If that went to 32,000, that allows those three vacant spaces to turn into medical users at this point --

COMMISSIONER LORENZINI: Right.

MR. LYSICATOS: -- and if we do eliminate that for number three, I think we would have to add a timing element to that, because what happens is number one and number

three kind of work together in that if they wanted to go bigger, they would have to come back to us, but if number three arises, now we have a parking problem on our hands. How do we solve a parking problem as a Village? There has to be, now it says they have either/or, but for us there has to be a trigger and there has to be a timing usually to when we do these things. So, we'd have to add some sort of a timing element to that, say 120 days, you know, hey, three-four months you haven't figured out your space or you haven't figured out how to do your parking, well, now we're limiting your space. I mean, maybe that requires them to actually come back and do an amendment, a PUD amendment as well. That might be the language that we do there.

So, if a parking problem continues to exist after compliance with condition two, which means they expand the parking, the property owner shall reduce the amount of medical office occupancy through a PUD amendment, or provide additional parking to the satisfaction of the Village within 120 days, something like that.

COMMISSIONER LORENZINI: Yes, my point is, I would think that the Petitioner would be okay with that because they're confident that this 30, even if it's 100 percent --

COMMISSIONER ENNES: Yes.

MR. LYSICATOS: Right, so that's just the, they have to come back for an amendment, you know.

COMMISSIONER ENNES: But if a problem is created, how are you going to get rid of it?

CHAIRPERSON CHERWIN: All right, so Joe, you started your motion. Do you wish to amend to include, supplement that motion with anything?

MR. LYSICATOS: To just, to finish that point, that's the point is if you lease the building up, how do you reduce the medical users? You've leased it up. That's what the cap is there for. From the Village's standpoint, it's at 32,000. Well, if you want more for those last 8,000 square feet, coming for an amendment saying I've got two more medical users, I can show you the parking works, that takes you a few months and you're done, as opposed to you filled up the building with medical users, what's your recourse? You have three-year leases.

COMMISSIONER LORENZINI: Mike, I know what you're saying there; I totally understand what you're saying.

MR. LYSICATOS: Right, so we have no recourse as a Village at that point.

COMMISSIONER LORENZINI: But my point is the Petitioner is confident that the parking is adequate even with 100 percent, as it is, even with 100 percent medical occupancy.

MR. LYSICATOS: Understood. Understood. I guess the issue is that if we just rely on number three, if they fill the entire building with medical users and there is a massive problem there, even if we tell them you have to reduce the medical offices, they have leases. The building is now, and if they can't fix the problem through building any more parking, we're stuck with it as a Village, whereas if we have let's say 32,000 which would allow them to fill those three vacant spaces with medical users, if they needed to go more and their parking is just perfect, they just come to us for an amendment. Then we say, yes, your parking study works, great. You're at 32,000, you're fully leased up, great, fill those last two spaces with users, whereas the other way around we might have to wait years for that to remedy. We can't just get rid of it.

COMMISSIONER JENSEN: Mike, you had suggested a time limit. Are you suggesting we need both a trigger amount, 32, 35, whatever the number is, and a timeframe in

their number --

MR. LYSICATOS: They kind of play off each other, right? They kind of play off each other, and maybe that number increases from 30,000 to 32,000.

COMMISSIONER JENSEN: If you don't have that and you only have the time limit, what is, I'm trying to understand what the problem is if you say you've got 120 days to remedy the situation by finding new parking arrangements.

MR. LYSICATOS: Right, but if they can't, let's say they can't find new parking, you can just change the uses, that's great, but you can't get, what are you going to make them do, break the leases?

COMMISSIONER JENSEN: There are a number of areas that you didn't actually, there were spaces where you really didn't need grassy areas and you could create more parking even with that plan that's the contingency plan. So, there is more capacity to create --

MR. LYSICATOS: They don't own that other grassy space.

COMMISSIONER GREEN: They don't own that.

MR. LYSICATOS: They don't own that grassy space.

COMMISSIONER JENSEN: I know, I'm not talking about that one strip. I thought there were others in there.

MR. LYSICATOS: No, we're saying beyond that. So, condition number two is they build, they take out that island they put in parking. We're saying if condition two does not satisfy the parking, which means they've filled the parking and the new overflow and they have no actual physical recourse to build parking, then the only real recourse for them is to break leases. We can't require someone to break leases. The only thing we can require them to do is come as permissioned to fill more medical space.

COMMISSIONER JENSEN: Well, how long do you think the tenants would want to stay in a situation where their clients, their patients can't park anywhere? I believe that would resolve itself fairly quickly.

MR. LYSICATOS: You're correct. You're completely correct.

COMMISSIONER JENSEN: They'd come and say, hey, you know, this is a problem and I don't want to be your tenant anymore, and then whatever grounds they, you know, whatever the timing is of their, not only their leases but other actions that they could take. So, once again, I would like to put in as little that's restrictive on them as possible because I really do believe that the situation will be self-correcting. If there's no parking, it won't be very long before they will have to do something about it.

MR. LYSICATOS: But it's something that is on us.

COMMISSIONER DROST: Yes, there have been buildings where you do have these high density medical uses where they employ valet parking and do off-site parking, you know, for temporary purposes, kind of awkward, but --

CHAIRPERSON CHERWIN: There's a church right across the street, too, I mean, things like that, but okay, so let's get --

MR. LYSICATOS: Yes, so that's the reason for one and three.

CHAIRPERSON CHERWIN: Joe has a motion that Joe made with --

COMMISSIONER ENNES: Is that a motion or is he just discussing --

COMMISSIONER LORENZINI: Discussing it. So, I'd like to make the change to number one, change it from 30,000 to 32,000.

MR. ORTICELLI: Excuse me, I've been very patient here.

CHAIRPERSON CHERWIN: Excuse me, this is not your time to talk, but

thank you.

Joe, do you want to, you started a motion. Was that your motion? You made an original motion and are you amending your motion at this point?

COMMISSIONER LORENZINI: Well, I'm going to ask a question. So, the 32,000 square feet would allow them to rent those vacant spaces right now?

MR. LYSICATOS: I just want to double check that.

MR. ORTICELLI: Your rental is not correct; there's more than three vacant spaces. I haven't, you're not giving me a chance to comment on it yet.

CHAIRPERSON CHERWIN: But there's a motion on the table. This is a discussion between us at this point.

MR. LYSICATOS: Well, I do want to provide clarification because we've got this list. Did we get this from the Petitioner?

MR. OSOBA: This list is from the parking survey, so this is the memo that I have. I don't have any --

MR. ORTICELLI: And it's dated.

MR. LYSICATOS: So, what's --

MR. ORTICELLI: Well, as of September of '24.

MR. LYSICATOS: Is that what you had in your presentation?

MR. ORTICELLI: Yes.

COMMISSIONER DROST: Yes, it is confusing because there were tenants in there with zero rent and that didn't make sense.

MR. LYSICATOS: I mean, it just kind of furthers the -- well, how much parking stalls are used by how many people. That's the --

MR. ORTICELLI: So, 4145 is vacant. Suite 100 is vacant. Suite 200 is vacant. Suite 210 is vacant. Suite 235 is vacant.

COMMISSIONER DROST: And you said 110 was vacant, but it's not on the roll.

MR. ORTICELLI: 110? So, 110 is vacant. Better Health, if you look, it says Better Health. If you see the lease end date, it's June 30th of '24. That lease is over with, that tenant is out.

MR. LYSICATOS: Okay, so I mean, that does change --

MR. ORTICELLI: The property is vacant, the space is vacant.

MR. LYSICATOS: That was one of the office users that was --

COMMISSIONER DROST: But, yes, you've got current on there, that's what's confusing about it.

MR. ORTICELLI: What's confusing?

COMMISSIONER DROST: It should say vacant, it doesn't say vacant as current.

MR. ORTICELLI: Well, it shows that the lease ended on June of '24, it's vacant.

COMMISSIONER DROST: Yes, but if you look at, I'm looking at the current and vacant. I'm not looking at all the lease end dates. So, there may have been some changes.

CHAIRPERSON CHERWIN: So, Joe, you had made a motion.

COMMISSIONER LORENZINI: Right, --

CHAIRPERSON CHERWIN: Are you going to --

COMMISSIONER LORENZINI: -- 32,000 won't do it, so I'm going to take

number one out then, just leave it the way it is.

CHAIRPERSON CHERWIN: Just leave it the way it is?

COMMISSIONER LORENZINI: Yes.

CHAIRPERSON CHERWIN: Your motion you're leaving the way it is. You're taking out number one.

COMMISSIONER JENSEN: Originally you said you're going to get rid of one, is that what you're --

CHAIRPERSON CHERWIN: That's what he's saying.

COMMISSIONER LORENZINI: But Michael made a very good point, if you get rid of number one and the parking stats do not work, regarding as to what the study says, if the parking stats do not work, then we're up a creek without a paddle.

MR. LYSICATOS: Right, they would come in for a PUD amendment, but then they'd have to break leases.

COMMISSIONER LORENZINI: -- take care of it --

MR. LYSICATOS: Right, and then, but now we realize that one of those non-medical use spaces is actually vacant which sort of compounds the issue, and they likely would fill that, try to fill that with a medical user. Everything but the sleep center essentially I think count, yes, everything but the sleep center could potentially be medical. The sleep center we actually consider regular office space because of how low the parking use, we actually consider that one to 300. You know, we can look at that, like everything, so it's 6,000 square feet, correct?

MR. ORTICELLI: That would leave 33,970 square feet. If you take the 40,199 total square footage, subtract out the sleep therapy of 6,229, that leaves 33,970, almost 34,000. So, if you're going to change number one --

MR. LYSICATOS: You get 34,000?

MR. ORTICELLI: To change, you know, the maximum leasing to medical office tenants, it should be at least 34,000. At least.

MR. LYSICATOS: Yes, so it's, how much space is it without the sleep center?

MR. ORTICELLI: Without the sleep center, it's 33,970, so roughly 34,000.

CHAIRPERSON CHERWIN: Joe, is it still --

COMMISSIONER LORENZINI: Amend it, I'm going to amend it.

CHAIRPERSON CHERWIN: Where things stand?

COMMISSIONER JENSEN: Yes, if you're going to amend it, you probably should start again.

MR. LYSICATOS: Because that's such a large space, it's a point of concern. So, 34,000, we cover everything but the sleep center. If that sleep center ever changed over, it would trigger having to amend the PUD.

COMMISSIONER LORENZINI: Right. Okay, so I'm going to start over.

CHAIRPERSON CHERWIN: All right, so you're withdrawing your motion?

COMMISSIONER LORENZINI: I'm withdrawing the motion.

CHAIRPERSON CHERWIN: There is no motion on the table, but Joe wishes to --

COMMISSIONER LORENZINI: Make a motion --

CHAIRPERSON CHERWIN: -- make a motion.

COMMISSIONER LORENZINI: -- to revise the recommendations. Number one, change the 30,000 square feet to 34,000. Number two can stay as is. Number three can

stay as is. Number four and number five can stay as is. Just make that one change.

A motion to recommend to the Village Board of Trustees approval of an Amendment to the Planned Unit Development Ordinance #70-089 and #02-019, to modify a previously approved parking variation, and the following variation:

- 1. A Variation to Chapter 28, Section 10.4-2, to allow 127 parking spaces where code requires 190 parking spaces.**

This recommendation is subject to the following conditions:

- 1. There shall be no more than 34,000 square feet of medical office or permitted non-general office uses within the subject property.**
- 2. Should a parking problem occur on the site, which shall be determined at the discretion of the Village, the property owner shall construct additional parking and cod-compliant landscaping in substantial conformance with Exhibit 1, *Concept Parking Plan - East Layout*, prepared by Gewalt Hamilton Associates, Inc. on 9/18/2024. Said improvements shall be installed within 120 days of a request by the Village.**
- 3. If a parking problem continues to exist after compliance with condition number two, the property owner shall reduce the amount of medical office occupancy or provide additional parking to the satisfaction of the Village.**
- 4. The property owner shall provide a three-foot landscaping screen between public rights-of-way and the adjacent parking area along South Arlington Heights Road and West Seegers Road to comply with Chapter 28, Section 6.15. Landscaping compliant with this section shall be installed no later than June 30, 2025.**
- 5. The Petitioner shall comply with all federal, state, and Village codes, regulations, and policies.**

COMMISSIONER JENSEN: -- in there of 120 days or something like that?

MR. LYSICATOS: We wouldn't need it with number one. That would be the trigger for them having to come in and make the change.

CHAIRPERSON CHERWIN: So, your motion is to recommend approval of the amendment with one through five, but number one is amended to be 34,000 instead of 30,000, correct?

COMMISSIONER LORENZINI: 34,000, correct. Yes.

CHAIRPERSON CHERWIN: Okay, so that's the motion. Is there a second for that motion?

COMMISSIONER GREEN: I'll second that.

CHAIRPERSON CHERWIN: There is a second by Mr. Green. Why don't we do a roll call vote for that? Are there any, okay, yes, go ahead, do a roll call vote.

Is there any discussion about that?

(No response.)

CHAIRPERSON CHERWIN: No, thanks.

MR. OSOBA: Commissioner Drost.

COMMISSIONER DROST: Aye, with comment.

MR. OSOBA: Commissioner Ennes.

COMMISSIONER ENNES: Yes, with comment.

MR. OSOBA: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. OSOBA: Commissioner Jensen.

COMMISSIONER JENSEN: Yes, with no comment.

MR. OSOBA: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. OSOBA: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. OSOBA: Chair Cherwin.

CHAIRPERSON CHERWIN: Yes.

Congratulations, the motion passes. We do have some comments.

COMMISSIONER DROST: Yes, the comment is just to get the Petitioner's response, whether he agreed or that Petitioner agreed to the change.

CHAIRPERSON CHERWIN: Well, I mean, that's, I don't think there's another way out of it for him.

COMMISSIONER DROST: Yes, but, no, and we are going to go to the Board of Trustees. I just want to put that into the record.

CHAIRPERSON CHERWIN: Yes. Terry, did you have a comment? Terry?

COMMISSIONER ENNES: I did, and my concern is I would almost like to see something in here that the property owner would have to notify the Village if they lose this Advanced Sleep Therapy which I think is a significant tenant, that I would be open to the variance of wanting to have fewer parking spots available than what our normal practice would require because if that 6,300 square feet is leased to a regular medical, this is what could create the problem that we don't perceive we're going to have, and we won't know about that.

MR. LYSICATOS: We can look into that. We can look into that and see if there is something supplemental before it gets to the Board. Maybe it's just something with the ownership.

COMMISSIONER ENNES: I'm thinking that's something the Board might want to ask for.

MR. LYSICATOS: Okay.

CHAIRPERSON CHERWIN: And my only comment would be -- oh, I'm sorry, you have more?

COMMISSIONER ENNES: No, I didn't want to, I want to see the Petitioner be able to move ahead. We tried to work something out with this property. I think the 34,000 square feet helps, but I am concerned about that 6,000 square feet of parking that is totally at an odd hour and doesn't affect their parking. It might be why their parking lot is so vacant.

CHAIRPERSON CHERWIN: Yes, my only comment would be I'd recommend potentially for the Board to consider including a requirement that they put a proviso in the lease of the non-conformance with parking as a technical conformance, and two, that even though they may not be required to have a business license, that the landlord notify the Village of, you know, maybe every year any changes in tenancies, new tenants, because you're not otherwise able to see them it seems given the nature of the businesses.

MR. LYSICATOS: We'll look into those.

COMMISSIONER ENNES: This also goes with law firms.

CHAIRPERSON CHERWIN: Yes. So, that motion passes with the modification. So, you'll be in touch with Dan to move along to the next level. This is a

recommendation only, I guess a positive for the most part recommendation with the modified requirement. So, that's all for that one.

Thank you, Mr. Orticelli.

MR. ORTICELLI: Thank you. I apologize, Mr. Cherwin, if I spoke out of turn. I thought I had the opportunity to --

CHAIRPERSON CHERWIN: That's all right. We got where we needed to get here, thank you.

(Whereupon, at 9:14 p.m., the public hearing on the above-mentioned petition was adjourned.)

DECLASSIFIED

PLAN

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

COMMISSION

RE: CHAPTER 28 TEXT AMENDMENTS - PERMITTED USE TABLE - PC #24-016

REPORT OF PROCEEDINGS had before the Village of
 Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village
 Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights,
 Illinois on the 23rd day of October, 2024 at the hour of 7:30 p.m.

MEMBERS PRESENT:

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

ALSO PRESENT:

MICHAEL LYSICATOS, Assistant Director of Planning and Community Development
 DANIEL OSOBA, Planner I
 RACHEL HITZEMANN, Planner II

CHAIRPERSON CHERWIN: All right, so the next public hearing up is the Chapter 28 Text Amendments that the Staff is going to be presenting.

Dan, are you on that, or Michael?

MR. LYSICATOS: Both of us.

CHAIRPERSON CHERWIN: Oh, tag team, very nice. All right, what have we got?

MR. LYSICATOS: Yes, so do we have that up? Great.

Thank you, everyone, for bearing with us for our second application for tonight. We're putting forward a number of text amendments to Chapter 28. The overall purpose of this is to include edits to Section 3, Definitions; Section 5.5-1, which is the Permitted Use Table; and Section 10, which is the Off-Street Parking and Loading standards.

We brought together a tranche of recommendations to clarify some of the applicable terms throughout Chapter 28 for the various land uses. Some of the terms aren't even synonymous between the three pieces, the permitted use table and especially in the parking. We also looked at some of the land uses to simplify some of the definitions where there were very similar uses that could be put under one new definition. In addition, there were many definitions that were just clearly missing from the ordinance.

So, we decided to bring a number of recommendations to bring everything into conformance and, in addition, to solve some of the issues that we've encountered, specifically in the parking, and I'll get into that in a little bit more detail later, to solve some of the issues that we've encountered with residents and applying our parking standards. One of the fixes will be familiar to the case we just heard.

CHAIRPERSON CHERWIN: Yes. So, interesting timing.

MR. OSOBA: So, as far steps in the process and kind of where we started and where we're at now, so Staff kind of began researching this in the spring and really kind of winter of 2024, leading up into the summer. We held an Ordinance Review Committee last week on October 16th and received an affirmative that we can go forward to the Plan Commission from the Ordinance Review Committee. There were some changes that were recommended by members of that committee, and we can go through those if need be, but those changes have either been made or corrections made for clarity purposes and those can be found in either the minutes or in the actual backup that we have here. Then we're tentatively scheduled for November 4th Village Board, which would be the first one in November.

So, then as far as kind of a very brief summary of these text amendments, so again it's to Chapter 28, Section 3 for Definitions, Section 5.5-1 for the Permitted Use Table, and Section 10 for Off-Street Parking and Loading.

So, for Definitions, new definitions were added for uses that already exist within the Village but we do not have existing definitions for which makes it difficult for Staff to review business licenses or new applications for land uses. So, we want to make sure that's clear and consistently applied throughout the Village. There's also modified or deleted definitions for uses that may fit into a broader category or are deleted due to a lack of relevance, that may be a little bit antiquated.

Then, the Permitted Use Table, this essentially is the pivot section of the code or the master section of the code used for these changes. If a use is listed on the permitted use table, we wanted to make sure that it does have a definition and an associated parking requirement. So, any changes that we made to the permitted use table should be reflected in both the Definitions section and the associated parking requirements added as well.

Then, in a similar fashion to Definitions, new uses were added and others were modified and deleted in a very similar way to the Definitions.

MR. LYSICATOS: Right, thank you.

When it came to parking, we've mentioned that we had to make sure that there was a corresponding parking requirement to go with especially the permitted use table specifically. Some of the standards were modified or updated. There weren't many changes to the requirements because those require a little bit more of a deep thought that we talked about, specific issues and types of uses, but there were a few matters that we addressed in those changes.

One of them was clarity added for when off-street parking facilities shall be provided. So, we basically changed the language that off-street parking shall be provided during any construction, structural alteration, enlarging or changing capacity of the land use. So, no grandfather provisions. That's something we had heard numerous times. To just kind of clarify, we think that language was essentially left over from previous ordinances. We wanted to provide clarity on that.

We also added how Staff calculates parking as a collective sum. We just tried to crystallize that a little bit more for when applicants look through the code.

Then there was also modifications from the Public Works Department, that they requested some changes to us, specifically in how we allow driveways for duplexes that are bordering each other. So, this allows the combined driveway to go up to, I believe it was 32 feet?

MR. OSOBA: 4. 34.

MR. LYSICATOS: Oh, 34 feet, so that they could have two cars in the driveway as well as two into the garage. We've had a couple of subdivisions where that issue has come up numerous times. There's no on-street parking, so it becomes a real issue with capacity.

I think there was also, I think those pretty much were the big issues that we addressed along with just clarifying the parking requirements along with the permitted use table.

MR. OSOBA: That's all we've got.

CHAIRPERSON CHERWIN: All right, is there a motion to --

COMMISSIONER DROST: Any discussion or anybody --

CHAIRPERSON CHERWIN: No, I was going to say to submit the Staff report.

COMMISSIONER DROST: Oh, yes, I'll make the motion to submit it.

CHAIRPERSON CHERWIN: Is there a second for that?

COMMISSIONER GREEN: I'll second that.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: Okay, so the Staff report is submitted to the record. We'll also recognize that we would open it up for public comment, but there's nobody here from the public, so no need to do that. So, I'll close public comment.

Any comments or questions from Commissioners? Over here?

None here? Yes?

COMMISSIONER ENNES: I have a question.

CHAIRPERSON CHERWIN: Of course.

COMMISSIONER ENNES: So, this parking requirement, this relates to businesses downtown I believe, and their staff having to have, or the business to have to pay for parking permits for these employees. How evenly is that being enforced? Are we just doing that to new businesses coming in or are we going to go back to all businesses out there and say you have to have permits for your X number of employees to park in the garages so as not to block the streets?

MR. LYSICATOS: So, we're looking at it. We went back and actually did a look-back on all of the businesses in the downtown. There is a provision one way or another where they have to accommodate their employees with those passes, it's just that they're worded in different ways. We've tried to make the language more consistent over the last several years. The last one that we saw in Spent Grain mimic some of the language in one of the most recent ones, and we tried to make that language flexible because the parking garage itself changes how it's governed over time. The parking rules change, the capacity changes, so we're trying to keep that language consistent.

But we went back, and most of them have some sort of provision in the ordinances already. For ones that don't --

COMMISSIONER ENNES: I'm sorry, what you said was most of the businesses downtown currently have --

MR. LYSICATOS: That have been approved, there's a provision in the ordinance that says, worded one way or another that says they have to buy parking.

COMMISSIONER ENNES: Do they in fact actually buy parking?

MR. LYSICATOS: Some of them do, some of them don't. So, we are keeping on top of it. That's going to be, what we did find out was there are provisions. It's varied how many people are buying them. Also, it depends on the demand. That was kind of the open-ended sort of --

COMMISSIONER ENNES: I don't think the demand is, they don't want to have to pay for them; am I wrong?

MR. LYSICATOS: Well, it also depends on the demand in the garage, right? Demand in the garage and from their employees. So, we are going to have to be continually monitoring this probably a couple of times a year just to see where people are with it and how it's impacting the garage as well. So, it is going to have to be something that is managed by Staff. So, we did see that with the last go-around with our most recent businesses in the downtown, and it's something that we've added to our ledger of things to monitor, especially in the summer months when we've got events, we've got Al Fresco.

COMMISSIONER ENNES: Yes. My biggest concern though, somehow it can be done fairly with all the businesses.

MR. LYSICATOS: Yes, and it might be just a, you know, how many employees need to actually drive to work. We get a sense of what the actual park garage demand is which we can meter. We have active sensors in our parking garage, so we can get very detailed reporting on that utilization, especially in the summer months, and go from there.

That's why we keep the condition relatively general. It addresses the issue. It doesn't say exactly how many number it is because we know that number can fluctuate based on how the garage is being used and also how many people actually need passes. You know, if they only operate until let's say noon, they probably don't need them because that's not

when the pay parking starts. So, a lot of variables there.

COMMISSIONER DROST: Yes, with Spent Grain, that was a pretty good example, a recent example.

MR. LYSICATOS: Yes, and we're going to work with them individually to see what the actual need is as opposed to just the number of employees.

COMMISSIONER ENNES: Is that the new microbrewery?

COMMISSIONER DROST: Yes, yes.

MR. LYSICATOS: So, we want to put a number on it. We want to actually figure out the actual need so we're not over-subscribing those things to them.

COMMISSIONER ENNES: Okay.

CHAIRPERSON CHERWIN: Thank you.

Any other questions?

COMMISSIONER ENNES: No, that's all I had.

CHAIRPERSON CHERWIN: I had, I just had the one. I was looking through these uses, and some of them, you know, on the parking side, like I see you have, you know, like stadiums and churches and stuff. I guess, you know --

COMMISSIONER DROST: Stadiums? Where?

CHAIRPERSON CHERWIN: We had a stadium, I guess I just don't, like how do we come to a number like 30 percent? Are we saying like, what's the basis for that? That just seems so random to me.

MR. OSOBA: So, in general, for a lot of the new parking requirements that were added, Staff did research on what other municipalities kind of regulate or require for specific land uses. Oftentimes, they're not like a one-to-one comparison. Oftentimes, with stadiums in particular, they're included in a category that has a bunch of different uses including gymnasiums or smaller things that might still require that. But 30 percent is kind of the middle ground and kind of also what a lot of the traffic studies or parking studies would typically require for that type of land use.

CHAIRPERSON CHERWIN: Okay, so I guess if we have a bigger stadium that comes to town or whatever, we address it when the time comes, but I don't know who else this is going to apply to. I mean, Hersey, you know, if they have --

MR. LYSICATOS: Yes, so I don't think it would fall within the provision of a stadium. So, it's a very unique --

CHAIRPERSON CHERWIN: Like Hersey's football field, if they --

COMMISSIONER DROST: Viater, too.

CHAIRPERSON CHERWIN: Or Viater.

COMMISSIONER DROST: Yes.

CHAIRPERSON CHERWIN: Or whoever else is in, who else is in --

COMMISSIONER DROST: In town? The Christian --

CHAIRPERSON CHERWIN: Christian Liberty. Like if Christian Liberty wanted to put a football stadium in or something, I should just say stadium, like if Christian Liberty wanted to redo their backyard, you know, and they got a track out there, it used to be a football field with people walking and parking and everything, does Christian Liberty have to come? Is that a stadium or is that just a football field?

MR. LYSICATOS: We'd have to look at whether it's a recreational facility. We created a modification to the definitions on that, correct?

MR. OSOBA: Correct, yes.

COMMISSIONER ENNES: Are we creating a problem where there isn't one?

CHAIRPERSON CHERWIN: Well, I'm just, I don't know what that means, and that was the one that stuck out to me, like if you were like Arlington High School back in the day, everybody just, there was no parking. You just walked to there and you parked on the street or you parked across at the park. You know, there wasn't, Christian Liberty is not going to have, you know, a 30 percent on-site parking if they ever decide to do that.

So, that's it. I mean, I don't need an answer, guys. I'm just saying it just seems --

MR. LYSICATOS: That kind of example, we'll run it back just to make sure that it doesn't fall with it or if that's even appropriate. I mean, it might be, you know, if their grandstand holds X number of people and we know a parking lot can easily accommodate that, that's fine. You know, you look at an example like Rolling Meadows, like their parking lot is for the high school, it's also for the athletic fields --

CHAIRPERSON CHERWIN: Yes. Yes, I mean, like if I go --

MR. LYSICATOS: -- accommodates it.

CHAIRPERSON CHERWIN: If I go to a Hersey football game, I'm parking like four blocks away because everybody is stacked on the streets, which is totally fine, I mean, it's three hours a night, you know, four times a year but, you know, I don't --

MR. LYSICATOS: We'll take a look at that one specifically because we did kind of break it out. That was part of a definition that had a lot of things in it, and we did kind of break those pieces out --

CHAIRPERSON CHERWIN: Okay.

MR. LYSICATOS: -- because they weren't working in concert with each other based on the zones especially. That was one of the other pieces to break out some of the permitted use table and the definitions was they were really in zones that were exclusive to each other that we needed to start cleaning that up because there were those non-conformities. We didn't want to just sort of grandfather more of that in.

CHAIRPERSON CHERWIN: Right, okay. Okay, well, I don't have any comments.

Is there a motion?

COMMISSIONER DROST: No, I just wanted to add that the work that Staff did was very impressive. Also, Bruce was there, but Commissioner Dawson actually really jumped on a lot of these issues so, you know, advanced the program here.

CHAIRPERSON CHERWIN: Nice work.

MR. LYSICATOS: The ORC was in full swing.

COMMISSIONER GREEN: Yes, absolutely.

COMMISSIONER DROST: Yes.

COMMISSIONER GREEN: It's the leadership of the chairman.

COMMISSIONER DROST: Yes.

CHAIRPERSON CHERWIN: Yes, it's your leadership. Hopefully nobody was watching that last one, although I guess there is a record.

COMMISSIONER DROST: Yes, I'll make a motion.

A motion to recommend to the Village Board of Trustees approval of PC #24-016, Amendments to Chapter 28, Section 3, Section 5.5-1, and Section 10.

COMMISSIONER GREEN: I'll second that.
 CHAIRPERSON CHERWIN: All right, the motion is up with a second for approval.

Can we do a roll call vote please?

MR. OSOBA: Commissioner Drost.
 COMMISSIONER DROST: Aye.
 MR. OSOBA: Commissioner Ennes.
 COMMISSIONER ENNES: Yes.
 MR. OSOBA: Commissioner Green.
 COMMISSIONER GREEN: Yes.
 MR. OSOBA: Commissioner Jensen.
 COMMISSIONER JENSEN: Yes.
 MR. OSOBA: Commissioner Lorenzini.
 COMMISSIONER LORENZINI: Yes.
 MR. OSOBA: Commissioner Sigalos.
 COMMISSIONER SIGALOS: Yes.
 MR. OSOBA: Chair Cherwin.
 CHAIRPERSON CHERWIN: Yes.

All right, the motion passes. Congratulations.

And I get it, Bruce, you're talking about the subcommittee chair. Well, you run a tighter ship than I do.

COMMISSIONER GREEN: And I just found out I was chairman.

COMMISSIONER DROST: Any new business?

CHAIRPERSON CHERWIN: Yes, well, that's a good question. I was just going to get to that, George. That's the next item. I do not believe we have any other business.

COMMISSIONER DROST: Oh, well, what about the Herald article about paid positions for Village officials? We usually have a discussion as to whether we should get compensation. Was there any notice by any of the Commissioners of the article?

CHAIRPERSON CHERWIN: I saw the article.

MR. LYSICATOS: I just want, before we go, I think everybody got a chance to say hello to our new Planner II.

CHAIRPERSON CHERWIN: Oh, yes, Rachel.

MR. LYSICATOS: Rachel. Rachel Hitzemann. She just joined us this week.

COMMISSIONER DROST: What's your last name?

MS. HITZEMANN: Hitzemann.

COMMISSIONER DROST: Hitzeman.

CHAIRPERSON CHERWIN: We are glad to have you, Rachel.

COMMISSIONER DROST: That's interesting.

MS. HITZEMANN: Thank you.

CHAIRPERSON CHERWIN: I think the Staff is also glad to have you.

MR. LYSICATOS: Yes. We're very happy. We're very happy to welcome her from the City of St. Charles.

CHAIRPERSON CHERWIN: Great city.

MR. LYSICATOS: Where she spent the last number of years running their Plan Commission, their Zoning Board of Appeals, their Historic.

MS. HITZEMANN: Yes, the whole gamut.

MR. LYSICATOS: Yes. So, she has a great background and she's already getting along well with all the Staff. We're happy to have her on the ground here.

CHAIRPERSON CHERWIN: And thank you for reminding me. I'm glad you brought that up, Michael.

Welcome, Rachel, we're happy to have you.

Then I guess the only other thing would be public comment in general, but again, since there's no members of the public here, we'll close that public comment.

Anyone like to --

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

COMMISSIONER DROST: And I'll second.

CHAIRPERSON CHERWIN: All right, we have a motion to adjourn.

All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: All right, well, the motion passes and the meeting is adjourned.

(Gavel pounded.)

(Whereupon, at 9:31 p.m., the public hearing on the above-mentioned petition was adjourned.)

STATE OF ILLINOIS)

COUNTY OF KANE) SS.
)

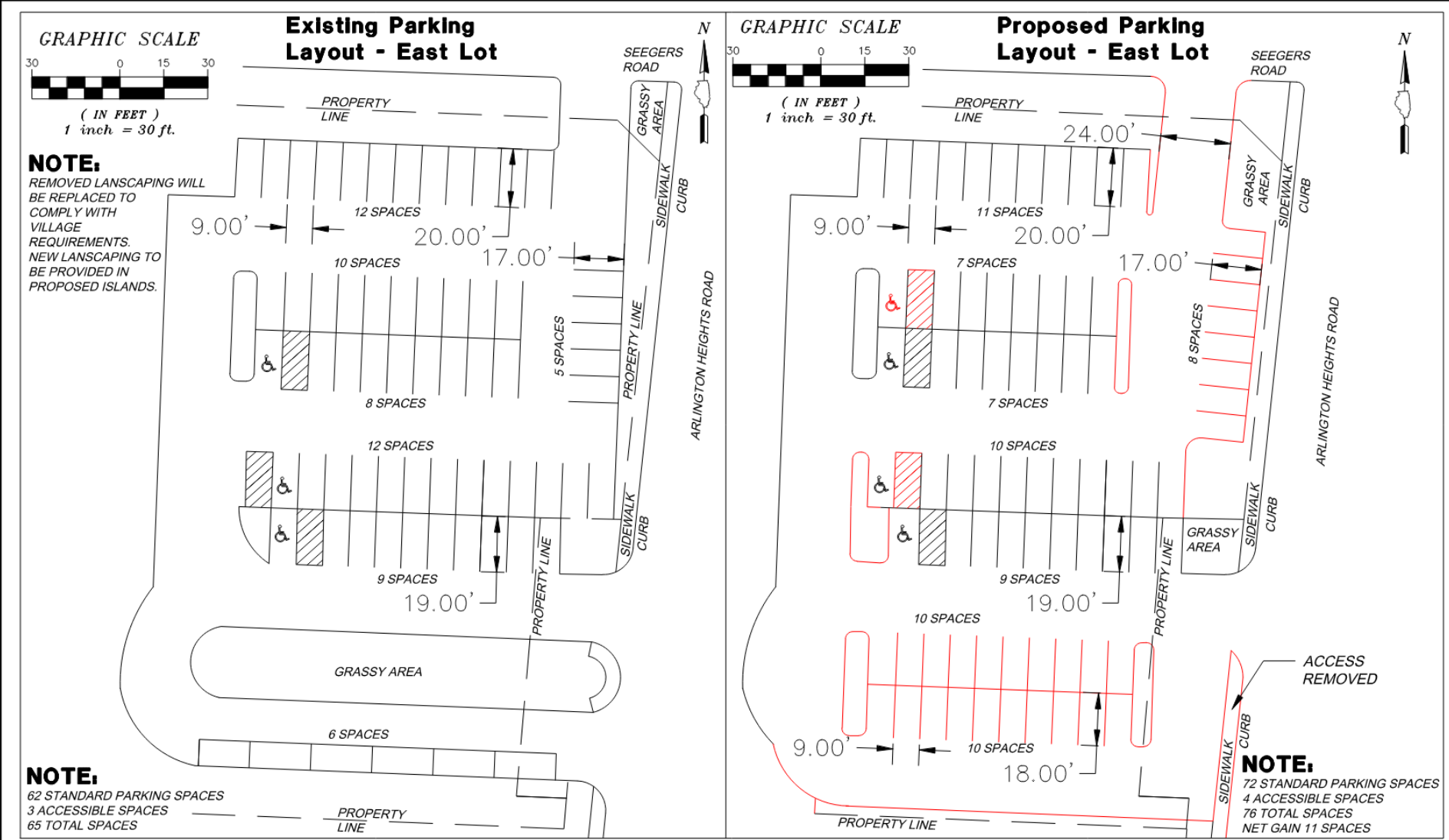
I, RON LeGRAND, SR., depose and say that
I am a digital court reporter doing business in the State of Illinois; that
I reported verbatim the foregoing proceedings and that the foregoing
is a true and correct transcript to the best of my knowledge and ability.

RON LeGRAND, SR.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY OF
_____, A.D. 2024.

NOTARY PUBLIC

EXHIBIT I – Contingency Parking Plan



GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive • Vernon Hills, IL 60061
Tel.: 847.478.9700 • Fax.: 847.478.9701

PARKING LAYOUT
CONCEPT PARKING PLAN - EAST LOT
2010 ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, IL

FILE: Parking Plan.dwg	
DRAWN BY:	DW
DATE:	09/18/2024
CHECKED BY:	DB
GHA PROJECT #	6066.900
SCALE	1" = 30'

P:\6050-6099\6066.900 - ARLINGTON HEIGHTS PARKING STUDY\TRAFFIC DESIGN\TRAFFIC IMPACT STUDY\STUDY\EXHIBITS\PARKING PLAN.DWG 9/19/2024 11:23 AM

Project Background:

The subject property is located at 2010 S. Arlington Heights Road, which is at the southwest corner of S. Arlington Heights Road and W. Seegers Road and is occupied by an approximately 40,000 square foot multi-tenant office building that was constructed in the 1970's. The structure is primarily tenanted by medical office users, which comprises approximately 61% of the existing floor area within the building. The remaining floor area is either leased to standard office users (21.3%) or is vacant (17.7%).

The site contains two separate parking areas; the first is located at the front of the building and contains 65 parking spaces with access from both S. Arlington Heights Road and W. Seegers Road. The second parking area contains 62 parking spaces and is located at the rear of the building with access from W. Seegers road only. At its intersection with S. Arlington Heights Road, W. Seegers Road provides two outbound lanes of non-signalized full access (a separate right turn lane and left turn lane), as well as one inbound lane of travel.

The property owner, SG Arlington Heights MOB, LLC, purchased the property in 2021 and is requesting to be able to lease any space within the building to a medical office tenant. However, the subject property operates at a parking deficit, and without a variation being granted, only standard office users would be allowed as medical offices require more parking than standard offices. As such, this Plan Commission application is requesting approval of a parking variation to allow 127 parking spaces where code required 200 parking spaces. Because the property is part of a Planned Unit Development (PUD), the parking variation can only be granted as part of a PUD amendment.

Zoning and Comprehensive Plan

The subject property is zoned B-2, General Business District and the original PUD on the property was approved in 1970 via Ordinance 70-089. This PUD was to occur as a two phased development with the building on the subject site (2010 S. Arlington Heights Road) consisting of Phase I, and Phase II to involve either a second building to the south, or a building addition to the Phase I building along the southern side. Phase II was never constructed; however, the PUD was subdivided in 1975 to create a singular lot for the subject property (Lot 1 – 2010 S. Arlington Heights Road), and the second lot for the Phase II site (Lot 2 – 2020 S. Arlington Heights Road). In 2002, the PUD was amended to allow development of the Phase II site with an office building for non-medical office tenants, and a parking variation was granted to the Phase II site to allow 157 parking spaces where 203 parking spaces were required. The second building in the PUD was subsequently constructed on Lot 2 and is currently occupied by the Occupational Safety and Health Administration (OSHA). Between the two sites, a total of 284 parking spaces are provided.

The Comprehensive Plan classifies this property as appropriate for "Offices Only" land uses and the existing and proposed medical office uses on the subject property are compatible with this designation.

South Arlington Heights Road Corridor Plan

In 2018, the Village adopted the South Arlington Heights Corridor Plan, which recommends modifications to the right-of-way for South Arlington Heights Road, including the portion adjacent to this subject property. These improvements include center running raised medians with landscaping. These medians have been preliminarily explored by the Village and if they move forward, they may impact turning movements in and out of this subject property. There are no imminent plans for the construction of these medians.

Building, Site, Landscaping:

The petitioner is not proposing any site or building modifications as part of their request; however, Village staff has requested the petitioner to provide a plan to expand and more efficiently arrange parking on the subject site if or when the existing parking cannot meet the demand of the existing or proposed medical tenants in the future. This plan would include site modifications, which would be required to be reviewed by the Village prior to approval and construction. Further details are provided in the *Parking & Traffic* section in this report.

The site is currently not code compliant in providing a 3-foot tall landscape screen between the adjacent public rights-of-way and the adjacent parking lot on S. Arlington Heights Road and W. Seegers Road. Staff has requested that the property owner provide landscaping to comply with Chapter 28, Section 6.15 during the 2025 planting season. A condition of approval is recommended by the SDC to require this landscape installation.

Parking & Traffic:

Per Section 6.12-1(2)(a), the petitioner was required to provide a detailed traffic and parking study prepared by a certified traffic engineer. The preliminary review of this petition by the Staff Development Committee (SDC) and the Conceptual Plan Review Committee (CPRC) requested that the study assess parking primarily as the SDC was not aware of any traffic related issues relating to this PUD and as such, a detailed traffic analysis was not necessary. A detailed parking study was requested, which surveyed existing parking usage on the overall PUD (2010 and 2020 S. Arlington Heights Road) over a three-day period, as well as the adjacent street parking located along W. Seegers Road. The study was also requested to provide an estimation of the future parking demand based on full occupancy of the 2010 S. Arlington Heights Road property with entirely medical office users by using Institute of Transportation Engineers (ITE) demand projections, Village code requirements, and extrapolated parking survey results.

The petitioner provided such a study prepared by Gewalt Hamilton Associates, Inc, which is included as an attached document to this agenda item. The study provided existing conditions of access to the site from both S. Arlington Heights Road and W. Seegers Road and found no issues with traffic flow or circulation. It should be noted that in 2002 when the Phase II site was reviewed by the Village, traffic optimization considerations were reviewed to reduce the number of curb cuts on S. Arlington Heights Road (there are two for the subject site and one for the OSHA building) and relocate the eastern site access from W. Seegers Road further away from the intersection of S. Arlington Heights Road and W. Seegers Road. The improvements were ultimately not required with the 2002 PUD amendment; however, they were reviewed and evaluated if modifications to the parking field were made in the future. These improvement concepts were used by the petitioner to prepare a contingency parking plan, discussed in more detail below.

As noted above, the petitioner has requested the following parking variation:

- **Chapter 28, Section 10.4-2, to allow 127 parking spaces where code requires 200 parking spaces.**

In order to justify the request, the parking variation must comply with the following standards for approval:

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

The detailed parking study provides a survey of three days (Appendix B of the study), which included a Thursday in February 2024 and a Thursday and Saturday in March 2024. The survey results indicate a maximum of 46% (58 of 127) parking spaces occupied on Thursday. The weekend day was less occupied at 26%. Using these survey results, the study estimates future parking demand if the entire 40,000 square-foot building would be occupied by medical office users. There is approximately 11,400 square-feet of vacant tenant space in the building that the petitioner would like to be able to use as medical office. The parking study estimated the amount of parking that would be needed if the vacant tenant space was occupied with a medical user on an hourly basis using ITE standards (See Appendix E of the Study). When these are applied to the existing demand as identified in the survey, the future tenant parking demand would be highest at 11:00 am with a maximum demand of 97 spaces or 76% occupied (55 spaces surveyed + 42 spaces required per ITE hourly demand at 11:00 am for future medical office users within the entire building). When estimating demand based on Village parking

requirements of 1 space per 200 square-feet of medical office floor area, this increases to a maximum of 112 spaces or 88% occupied when the entire building is used for medical office space. The parking survey and analysis indicate that the existing 127 parking spaces on site accommodate future demand for parking if the entire building at 2010 S. Arlington Heights Road was used for medical office based on parking survey results, ITE hourly projections and Village code requirements. The parking survey was conducted with office space accounting for approximately 21% of the building and operating at a lower parking demand than medical office and approximately 17% of the building being vacant.

Although there is no distinction between types of medical office land uses from a parking perspective, the Village has observed disparity in the demand for parking at medical offices based on the type of medical office proposed. For instance, a minute clinic, dental or pediatrician office generally incurs a higher demand for parking than a psychiatrists or counseling uses. There are two existing tenants within the building that are calculated as professional offices that amount to approximately 8,500 square-feet. The SDC is concerned that if those portions of the building were to be re-occupied with a higher intensity medical office land use, a potential parking problem could occur.

Due to the scale of the variation request (36.5% or 73 spaces) and the existing parking variation already in place, staff requested a contingency parking plan to better accommodate the potential change in tenants to more medical office uses. Staff worked with the petitioner to provide a parking plan that reconfigures the existing access, optimizes the parking layout, and provides more efficient site circulation to account for a potential increase in parking demand on the subject site. The contingency parking plan (also titled Proposed Concept Plan – East Lot) is attached as Exhibit I to this report. The plan provides a reconfigured parking and site layout for the eastern parking field that reduces the site access onto S. Arlington Heights Road from two (2) to one (1) to utilize that space for additional parking. The access from W. Seegers Road is shown slightly further west to provide a larger distance from the intersection of W. Seegers Road and S. Arlington Heights Road. This plan also accounts for parking lot island and accessibility space requirements to comply with current code requirements where the existing parking lot may not. The contingency parking plan would be required to be implemented at the discretion of the Village based on issues with parking supply observed by the Village on 2010 S. Arlington Heights Road consisting of complaints, code violations relating to parking of vehicles, or similar parking issues. If this contingency parking plan is required to be implemented by the Village, plans shall be prepared and reviewed by Village staff prior to demolition or construction of any of the plan elements. The contingency parking plan would provide an increase in parking and more efficient site circulation to account for future parking demands if it is needed. A condition of approval has been recommended by the SDC to this effect.

Below is the parking analysis for the subject property at 2010 S. Arlington Heights Road showing the current tenant list, as well as the required parking ratios, required parking spaces, and deficits under the current and requested conditions.

2010 S. Arlington Heights Rd Parking Requirements							
Unit	Unit Type	Tenant Name	Square Area	Parking Ratio <i>Existing</i>	Required Parking <i>Existing</i>	Parking Ratio <i>Requested</i>	Required Parking <i>Requested</i>
41/45	Vacancy	VACANT	4,144	1/ 300	14	1/ 200	21
100	Vacancy	VACANT	1,329	1/ 300	4	1/ 200	7
101	Medical	Nihon Medical Clinic	5,909	1/ 200	29	1/ 200	29
110	Medical	Better Health LLC	2,742	1/ 200	13	1/ 200	13
121	Medical	McNelis Family Eye Care	2,742	1/ 200	13	1/ 200	13
141	Medical	Midwest Professional Med Care	1,349	1/ 200	7	1/ 200	7
200	Vacancy	VACANT	1,565	1/ 300	5	1/ 200	8
209	Medical	Accumed Center/Patel	3,150	1/ 200	16	1/ 200	16
210	Office	Exponent, Inc.	2,313	1/ 300	8	1/ 200	12
215	Medical	Chicago Family Wellness	1,229	1/ 200	6	1/ 200	6
218	Medical	Dr. Edward Shim, DDS	1,231	1/ 200	6	1/ 200	6
219	Medical	Verne A. Schwager, MD, SC	1,416	1/ 200	7	1/ 200	7
225	Medical	Prisms Group LLC	1,223	1/ 200	6	1/ 200	6
235	Medical	SIWA Enterprises Inc	1,745	1/ 200	9	1/ 200	9
240	Medical	ARC Fertility Ventures	1,762	1/ 200	9	1/ 200	9
300	Office	Advanced Sleep Therapy, Ltd.	6,229	1/ 300	21	1/ 200	31
TOTAL REQUIRED (per Code)			40,078		173		200
TOTAL PROVIDED					127		127
SURPLUS / (DEFICIT)					(46)		(73)
SURPLUS / (DEFICIT) w/Landbanked Parking (+11 spaces)					(35)		(62)

The requested variation creates an additional 27 space deficit which translates to a 36.5% reduction. This is due in part to the fact that the parking survey incorrectly designates existing office space as medical office compounding the parking variation. The SDC recommends limiting the maximum amount of medical office within the building to 30,000 square-feet to reduce the requested variation to 30.6% (31.0% and 24.6% with the contingency plan). The SDC recommendation reduces the variation required to be more in line with other granted parking variations for medical office. This still provides

flexibility to the petitioner to increase the amount of medical office space within the building by approximately 5,500 square feet.

The table below demonstrates the parking requirements for three items: (1) the existing parking requirements with vacant spaces calculated at 1 space per 300 square feet (professional office); (2) the petitioners request to allow all medical office at 1 space per 200 square feet; and (3) the SDC Recommendation to limit medical office to 30,000 square-feet. The chart below illustrates how a limit on medical office space would mitigate the variation and potential parking demand as the intensity and demand of such uses varies between types of medical office.

	Existing		Petitioner Request		SDC Recommended	
Professional Office 1 space/300 s.f.	15,580 s.f.	52	0 s.f.	0	10,000 s.f.	33
Medical Office 1 space/200 s.f.	24,498 s.f.	121	40,078 s.f.	200	30,000 s.f.	150
Provided Parking	127		127		127	
Required Parking	173		200		183	
SURPLUS/(DEFICIT)	(46) 26.6%		(73) 36.5%		(56) 30.6%	
SURPLUS / (DEFICIT) w/Landbanked Parking (+11 spaces)	(35) 20.2%		(62) 31.0%		(45) 24.6%	

RECOMMENDATION

The Staff Development Committee (SDC) has reviewed the proposed Planned Unit Development Amendment Ordinance #70-089 and #02-019 to modify a previously approved parking variation, along with the following variation to Chapter 28 of the Municipal Code:

1. Variation to Section 10.4-2, to allow 127 parking spaces where code requires 200 parking spaces.

The Staff Development Committee recommends **APPROVAL** of the application subject to the following conditions:

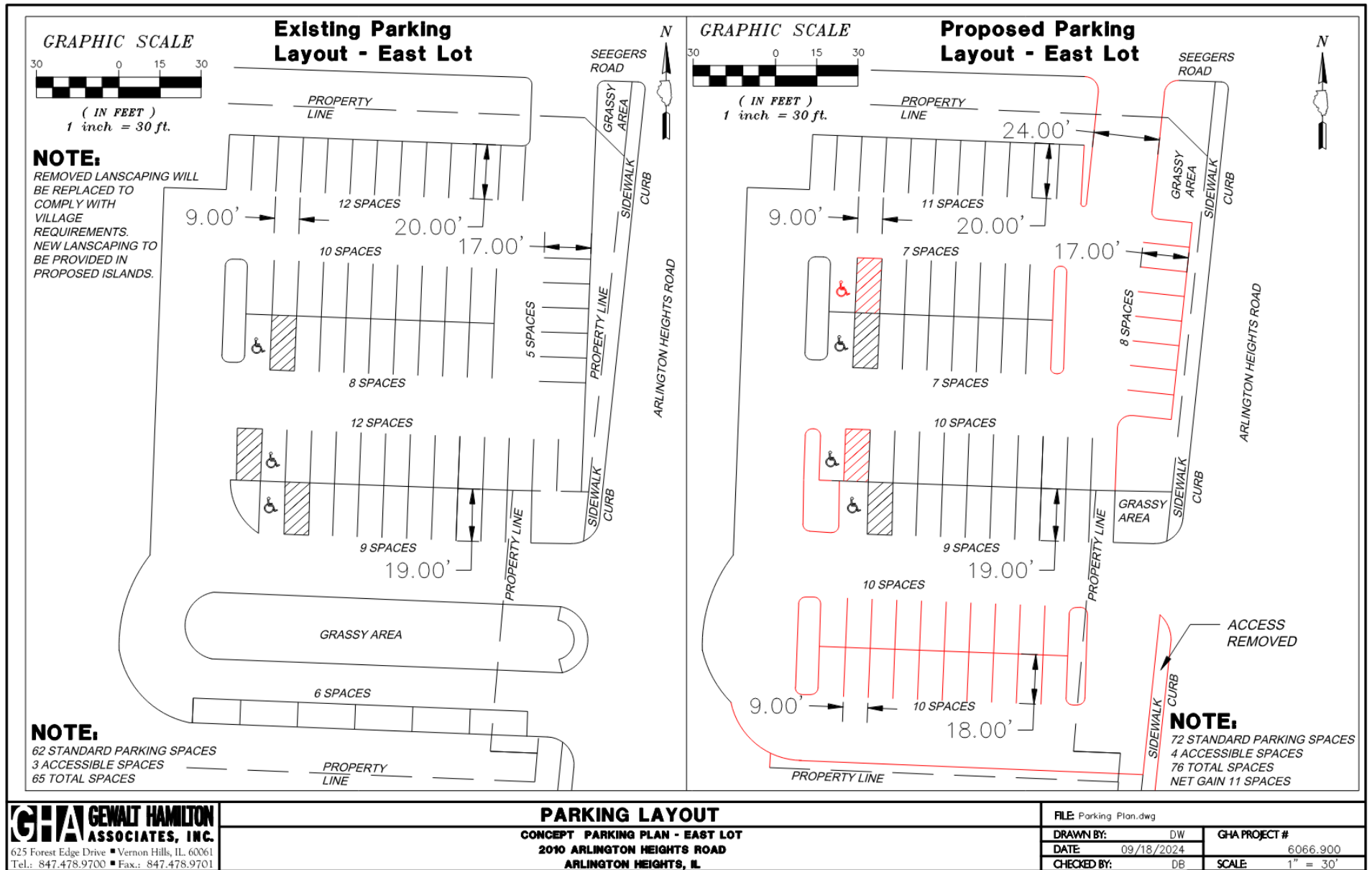
1. There shall be no more than 30,000 square feet of medical office or permitted non-general office uses within the subject property.
2. Should a parking problem occur on the site, which shall be determined at the discretion of the Village, the property owner shall construct additional parking and code compliant landscaping in substantial conformance with Exhibit I, Concept Parking Plan – East Layout prepared by Gewalt Hamilton Associates, Inc. on 09/18/2024. Said improvements shall be installed within 120 days of a request by the Village.
3. If a parking problem continues to exist after compliance with Condition #2, the property owner shall reduce the amount of medical office occupancy or provide additional parking to the satisfaction of the Village.
4. The property owner shall provide a three-foot-high landscaping screen between public rights-of-way and the adjacent parking area along S. Arlington Heights Road and W. Seegers Road to comply with Chapter 28, Section 6.15. Landscaping compliant with this section shall be installed no later than June 30, 2025.
5. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

October 16, 2024

Michael Lysicatos, Assistant Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads

EXHIBIT I – Contingency Parking Plan





Subject Property
2010 S Arlington
Heights Rd

Doctor's
Subdivision
PUD Boundary

PROJECT DESCRIPTION

SG Arlington Heights MOB LLC, a Georgia limited liability company (the "Owner"), is the owner of 2010 Arlington Heights Road ("Lot 1"), having acquired it in December of 2021. The Owner is seeking an amendment to PUD Ordinances #70-089 and #02-019 to approve a variance to allow 127 parking stalls which currently exist on Lot 1 where the Village contends that the Zoning Code requires a minimum of 200 parking stalls and the Owner contends that the code requires 176 parking stalls.

(COMMONLY KNOWN AS: 2010 S ARLINGTON HEIGHTS RD, ARLINGTON HEIGHTS, IL 60005)

SURVEYOR'S NOTES:
SCHEDULE B:
NOT PLOTTABLE

B. All utilities serving the Property enter through adjoining public streets and/or easements of record; that except as shown, there are no visible easements or right of way across said Property.

D. Said described property is located within an area having a Zone Designation by the Federal Emergency Management Agency, on Flood Insurance Rate Map No. 17031C021J, with a date of identification of 08-19-2008, for Community Number 170069, in COOK County, State of ILLINOIS, which is the current Flood Insurance Rate Map of the community in which said Property is situated; ZONE X

F. The number of striped parking spaces located on the subject property is 124 PARKING STALLS, and to the extent possible, are graphically shown hereon.

H. The undersigned has received and examined a copy of Title Insurance Commitment No(s) 210001502957, dated AUGUST 4, 2021, issued by STEWART TITLES GUARANTY COMPANY for the Property as well as a copy of each of the easement, covenant and restriction listed therein, and the location of any matter shown thereon, to the extent it can be located, has been plotted on a Survey or otherwise noted as to their effect on the subject property, and the property described hereon is the same as the property described in said Title Insurance Commitment.

B. The survey certificate must provide as follows:

DATE OF PLAT OR MAP. OCTOBER 21, 2021
LEON R. PASS, P.L.S. #3083

 PROFESSIONAL ILLINOIS LAND SURVEYOR No. 3083

(COMMONLY KNOWN AS: 2010 S ARLINGTON HEIGHTS RD, ARLINGTON HEIGHTS, IL 60005)

SURVEYOR'S NOTES:
SCHEDULE B:
NOT PLOTTABLE

B. All utilities serving the Property enter through adjoining public streets and/or easements of record; that except as shown, there are no visible easements or right of way across said Property.

D. Said described property is located within an area having a Zone Designation by the Federal Emergency Management Agency, on Flood Insurance Rate Map No. 17031C021J, with a date of identification of 08-19-2008, for Community Number 170069, in COOK County, State of ILLINOIS, which is the current Flood Insurance Rate Map of the community in which said Property is situated; ZONE X

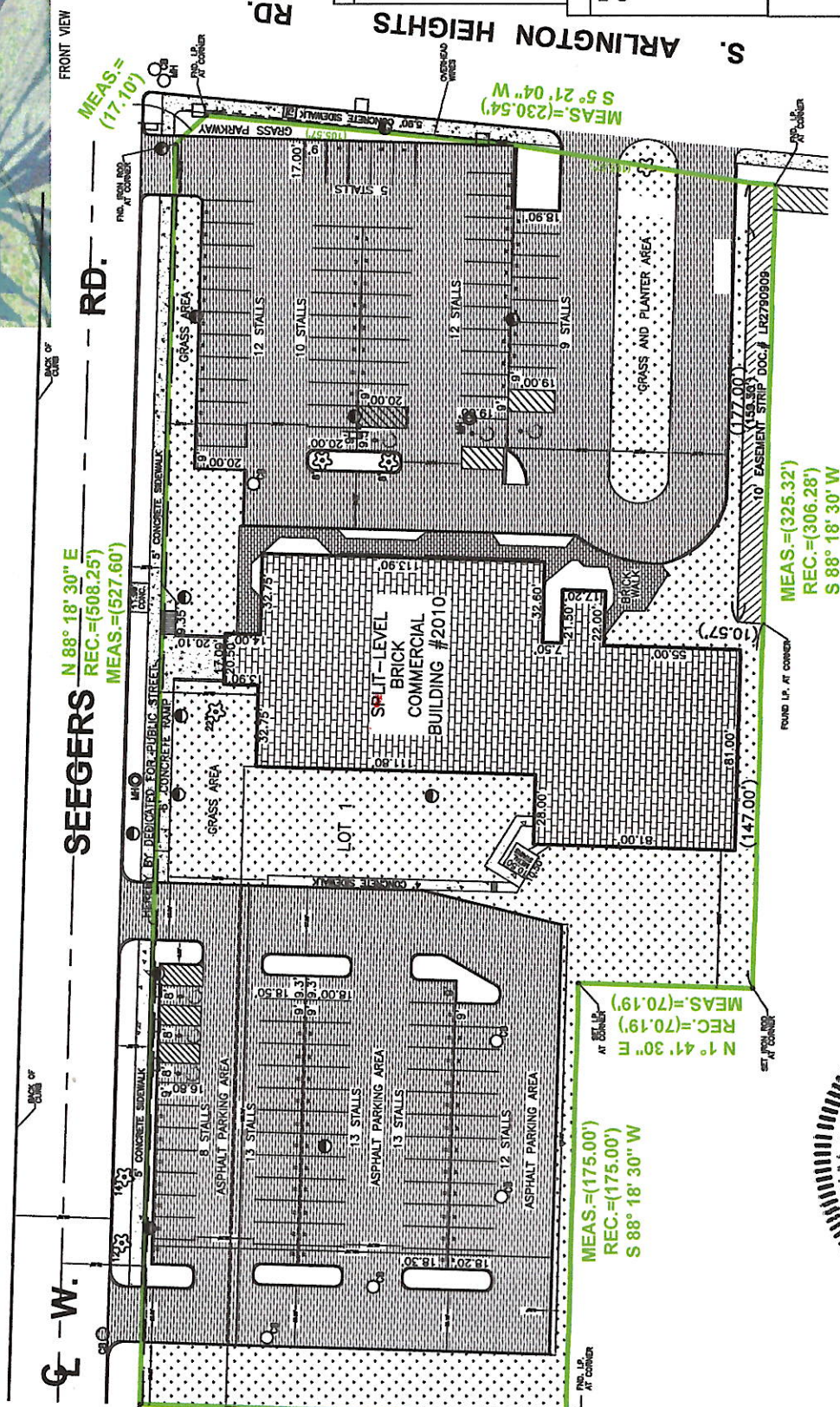
F. The number of striped parking spaces located on the subject property is 124 PARKING STALLS, and to the extent possible, are graphically shown hereon.

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B. The survey certificate must provide as follows:

DATE OF PLAT OR MAP. OCTOBER 21, 2021
LEON R. PASS, P.L.S. #3083

 PROFESSIONAL ILLINOIS LAND SURVEYOR No. 3083

[illegible]

A circular professional seal for a land surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" on the left and "STATE OF ILLINOIS" on the right, separated by a vertical line. The inner circle contains the name "LEON R PASS" at the top, the license number "035-003083" in the center, and "CHICAGO ILLINOIS" at the bottom. The seal is surrounded by a decorative border of small vertical lines.

P.O. Box 43559
Chicago, Illinois 60643
TEL: (773) 779-1700 Fax: (773) 779-9143
E-mail: lrpassussoc@yahoo.com

P.I.N.#	08-16-200-071 & -070
DRAWN BY: D.J.	DATE: 10-2-20
CHECKED BY: L.R.P.	DATE: 10-2-20
BOOK NO.: G.P.	SURVEYOR:
PROJECT NO.: 2109-2456	SCA

1 of 1

REVIEWS

Memorandum

To: Shannon Zimmerman
Paralegal

From: Milan Patel, P.E., PTOE
CC: David Westergreen, GHA

Date: April 12th, 2024

Subject: Traffic and Parking Analysis
SG Arlington Heights MOB LLC
2010 S. Arlington Heights Rd
Arlington Heights, Illinois 60005

Part I. Introduction and Project Context

Gewalt Hamilton Associates, Inc. (GHA) has conducted a Parking Analysis for the existing multi-purpose property, SG Arlington Heights MOB LLC. The property is located at located at 2010 S. Arlington Heights Road, at the southwest corner of Arlington Heights Road & Seegers Road, in Arlington Heights, IL. It is an approximately 40,078 square-foot building containing multiple different tenant spaces and businesses occupying those spaces. Most of these spaces can be classified under the umbrella of Walk in Medical Clinics.

The property is served by a total of 127 (0.63 spaces / 200 square feet) parking spaces in the parking lot including 6 accessible spaces. There are 3 full access driveways to the building along Seegers Road and 2 full access driveways at Arlington Heights Road. Parking is available at both the front and back of the building.

The following provides a summary of existing conditions, site traffic characteristics and the Parking Analysis conducted. *Exhibits* and *Appendices* referenced are located at the end of this document.

Part II. Background Information

Site Location Map and Roadway Inventory

Exhibit 1 provides a site location map as well as a map of the existing parking network.

Roadway Network

Arlington Heights Road is a north-south, principal arterial roadway providing a six-lane cross-section (3 travel lanes in each direction) with a posted speed limit of 35 mph in the site vicinity. There is a signalized intersection northeast of the property at Arlington Heights Road and Golf Road. At its signalized intersection, Arlington Heights Road expands to open northbound dual left turns lane onto Golf Road. Arlington Heights Road is under the jurisdiction of the Illinois Department of Transportation.

Seegers Road is an east-west, local road roadway providing a 2-lane cross-section (one travel lanes in each direction) and no posted speed limit, therefore a speed limit of 25 miles per hour (mph) is assumed. Seegers

Road does not intersection with any other major road except for Arlington Heights Road. Seegers Road is under the jurisdiction of the Village of Arlington Heights.

At the intersection of Seegers Road and Arlington Heights Road, Seegers Road provides both an exclusive left turn and right turn lane. There is also a northbound left turn lane onto Seegers Road from Arlington Heights Road. Currently, there is no existing southbound right turn lane onto Seegers Road from Arlington Heights Road.

Pedestrian Facilities

A sidewalk is provided along both the east and north side of the site. A crosswalk is maintained across Seegers Road, which is a stop controlled 3-way intersection with Arlington Heights Road.

Part III. Parking Evaluation

Parking Requirements

Based on the parking requirements outlined in the Village of Arlington Heights Municipal Code, 1 parking spot is required for every 200 square feet (1 space / 200 SF) of floor area for medical or dental clinics. The excerpt of the Village Code can be found in **Appendix A**.

Parking Supply and Occupancy Survey – 2010 Arlington Heights Road

A parking supply and occupancy survey of the parking serving the 2010 Arlington Heights Road property was conducted on 3 separate days per client request. The parking counts were performed on Thursday, February 1st, 2024, Thursday, March 14th, 2024, between the hours of 8:00 AM – 6:00 PM, and Saturday, March 9th, 2024, between the hours of 9:00 AM – 3:00 PM. Per on-site analysis, it was found that most tenants had business hours between 9:00 AM – 5:00 PM on weekdays and 9:00 AM – 2:00 PM on weekends. The results of the parking survey are summarized on the exhibit contained in **Appendix B**. Weekdays were shown to have much more parking demand throughout the day than weekends.

Per information provided by the property owner (see **Appendix C**), the property had an occupancy of 82.4% with 33,024 square feet of 40,078 total square feet at the time of the initial parking survey on February 1st. During the dates of the latter two parking surveys, the occupancy of the property was reduced to 71.5% with 28,686 square feet of 40,078 total square feet occupied. Per client update, units 219, 225, and 235 were listed as vacated. Parking generation rates published by the Institute of Transportation Engineers (ITE) in the 6th Edition of the Parking Generation Manual were used to determine the anticipated traffic for the full occupancy of the property assuming the vacant space would also be similar walk-in clinic businesses. (see **Appendix D**). Note: the average rate was used rather than the fitted curve equation for a conservative approach.

The findings of the survey are summarized below:

- A total of 127 parking spaces were surveyed: 62 spaces to the rear of the building (areas A to C on the map), 65 parking spaces within the front parking field (areas D to H).
- Approximately 46 percent (58 of 127) of the total parking spaces surveyed were occupied at the building's peak occupancy, which occurred at 2:00 PM.
- Based on the maximum occupied parking spaces (58), and the occupied tenant space of 28,656 square feet, the observed peak parking ratio for the existing property is 0.40 spaces / 200 SF, which is less than required by the Village Municipal Code (1 space / 200 SF).
- ITE provides a percentage of parking demand (Attached as **Appendix E**) that can be used to determine how many vehicles would be expected to park in the property on an hourly basis. GHA applied these demand

percentages to the required demand of the vacant spaces in the property. The calculations can be found on **Exhibit 2** and show that the peak hour would change from 2:00 PM to 11:00 AM and the peak percentage of occupied spaces in the lots would rise from 46% to 76%.

- Based on the maximum occupied parking spaces (55) plus the additional calculated for full occupancy at its new peak time per the provided ITE Percentage of parking demand by time of day (42). The parking ratio for full occupancy is 0.48 spaces / 200 SF, which is less than required by the Village Municipal Code (1 space / 200 SF).
- 57 spaces would be demanded based on the village code for the required number of parking spaces for the vacant space in the property. **Exhibit 3** illustrates the calculations combining current existing demand and future demand of the vacant space using the village code. The peak hour would again change from 2:00 PM to 11:00 AM and the occupied spaces in the lots would rise from 46% to 88%.
- Based on the maximum occupied parking spaces during the new peak hour (55) plus the additional required parking per municipal code (57). The parking ratio for full occupancy, at its peak, is 0.56 spaces / 200 SF, which is less than required by the Village Municipal Code (1 space / 200 SF).
- As a guideline, parking demand should not exceed 90% of the supply. Based on our observations and calculations the parking supply at 2010 Arlington Heights Rd is sufficient to accommodate existing and full occupancy of the property.

Note: Approximately 340 feet of on-street parking was measured on Seegers Road. 20 feet per parking space was used to calculate a total of 17 available parking spaces on Seegers Road. Therefore, the total parking available to the property could be considered as 144 spaces (0.72 spaces / 200 SF). The survey for on-street parking can also be found in **Appendix B** under Parking Bay I. These spaces were not used in the calculations made in the parking study.

Part IV. Recommendations and Conclusions

A Parking Analysis was performed for the existing multi-purpose property, SG Arlington Heights MOB LLC. The property is located at 2010 S. Arlington Heights Road at the southwest corner of Arlington Heights Road & Seegers Road, in Arlington Heights, IL. Overall, the existing parking space available is sufficient to handle the parking demand necessary at its existing 71.5% tenant occupancy. Based on the parking analysis, it can be concluded the development provides sufficient parking spaces to accommodate the existing 71.5% tenant occupancy and potential full occupancy of the property.

Accordingly, the existing and anticipated peak parking demand would be expected to be accommodated within the available parking supply despite village code.

Part V. Technical Addendum

The following *Exhibits* and *Appendices* were previously referenced. They provide technical support for our observations, findings and recommendations discussed in the text.

Exhibits

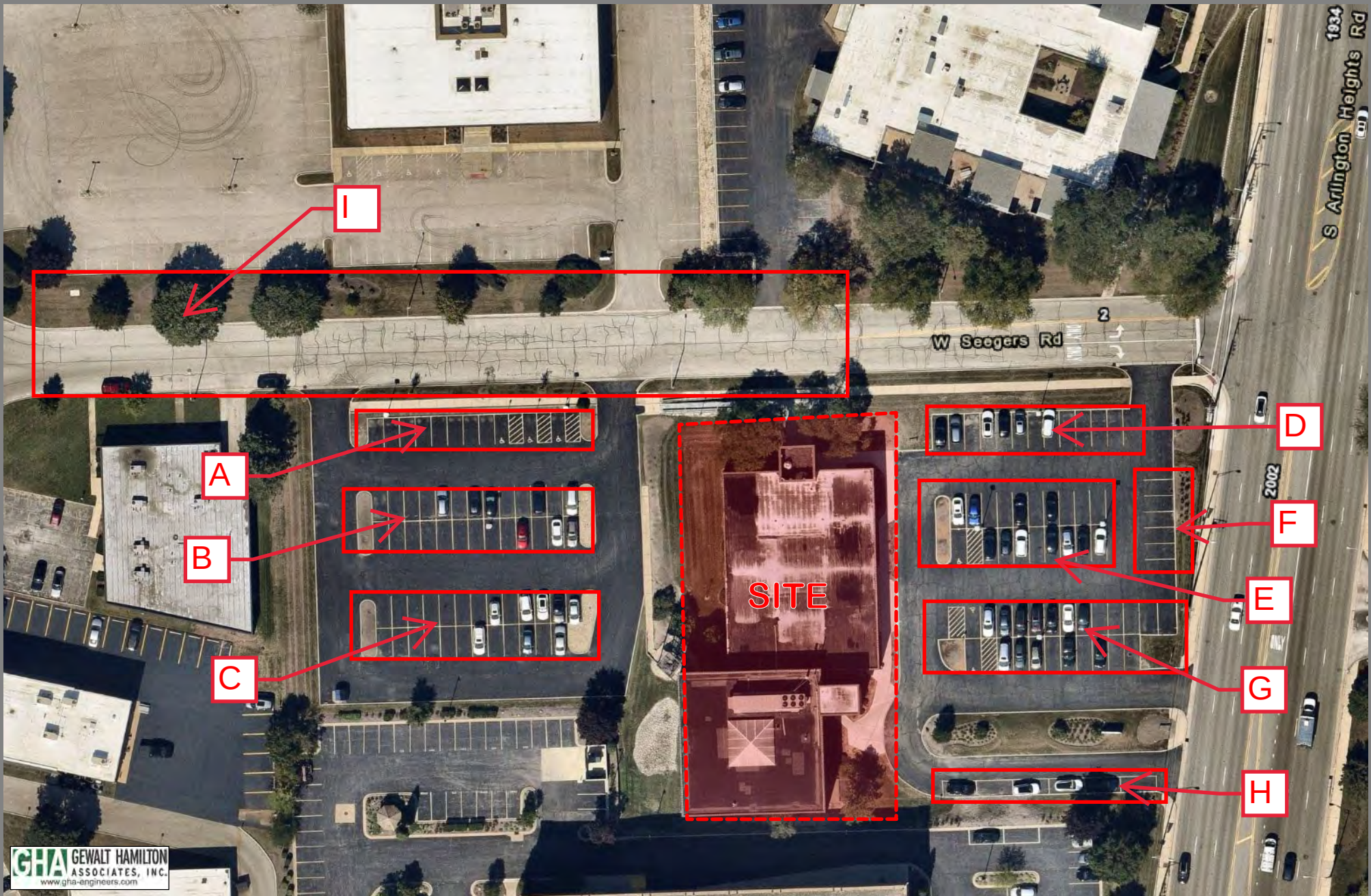
1. Location Map
2. Parking Calculations
3. Parking Calculations – With Municipal Code Future Parking

Appendices

- A. Village of Arlington Heights Municipal Code Excerpts
- B. 2010 Arlington Heights Road – Parking Occupancy Survey
- C. Tenant Square Foot & Business
- D. ITE Parking Generation Excerpts
- E. ITE Percentage of Peak Parking Demand

6066.900_Arlington Heights Parking Study.docx

EXHIBITS



GHA GEWALT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com



1 inch = 100
Feet

Exhibit 1 - Location Map

2010 Arlington Heights Road
Arlington Heights, IL, 60005

Exhibit 2
Weekday Peak Parking Calculations
SG Arlington Heights MOB LLC, 2010 Arlington Heights Rd, Arlington Heights, IL

1. Current Demand

A. Weekday Parking

		8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
Total =	127 (Max)	10 ^a	37 ^c	49 ^c	55 ^a	52 ^c	46 ^c	58 ^c	54 ^c	37 ^c	22 ^c	6 ^c
	% Occupied	8%	29%	39%	43%	41%	36%	46%	43%	29%	17%	5%

2. Future tenant Parking

Future Tenant Parking
11,422 sf

42 Spaces Req'd
% use - Weekday

25	39	41	42	34	31	37	37	32	18	6
59%	92%	97%	100%	80%	74%	89%	89%	75%	44%	14%

Per ITE % peak demand by hour

3. Future Demands

A. Weekday Parking

		8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
Total =	127	35	76	90	97	86	77	95	91	69	40	12
	% Occupied	28%	60%	71%	76%	68%	61%	75%	72%	54%	31%	9%

Parking Occupancy Key

≤ 60% occupied	
≤85% but >60% occupied	
>85% occupied	

^a Count taken on Thursday, February 1st, 2024

^b Count taken on Saturday, March 9th, 2024

^c Count taken on Thursday, March 14th, 2024

Exhibit 3
Weekday Peak Parking Calculations - With Municipal Code Future Parking
SG Arlington Heights MOB LLC, 2010 Arlington Heights Rd, Arlington Heights, IL

1. Current Demand

A. Weekday Parking

		8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
Total =	127 (Max)	10 ^a	37 ^c	49 ^c	55 ^a	52 ^c	46 ^c	58 ^c	54 ^c	37 ^c	22 ^c	6 ^c
	% Occupied	8%	29%	39%	43%	41%	36%	46%	43%	29%	17%	5%

2. Future tenant Parking

Future Tenant Parking

11,422 SF / 200 SF =	57 Spaces Req'd	34	52	55	57	46	42	51	51	43	25	8
	% use - Weekday	59%	92%	97%	100%	80%	74%	89%	89%	75%	44%	14%

Per ITE % peak demand by hour

3. Future Demands

A. Weekday Parking

		8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
Total =	127	44	89	104	112	98	88	109	105	80	47	14
	% Occupied	35%	70%	82%	88%	77%	69%	86%	83%	63%	37%	11%

Parking Occupancy Key

≤ 60% occupied	
≤85% but >60% occupied	
>85% occupied	

^a Count taken on Thursday, February 1st, 2024

^b Count taken on Saturday, March 9th, 2024

^c Count taken on Thursday, March 14th, 2024

APPENDIX A

Village of Arlington Heights Municipal Code Excerpts

ARLINGTON HEIGHTS MUNICIPAL CODE

service vehicles from being parked on the premises temporarily for purposes of making deliveries or rendering service to the property.

- e. The Police Chief, or duly appointed representative, may authorize the parking of commercial vehicles designed for providing emergency services applying the same procedures and restrictions as used for RVs.

10.2-14.3 No inoperable or unlicensed vehicle shall be permitted on any residential property for more than 48 hours unless it is in an enclosed garage.

10.3 Location of Accessory Off-Street Parking Facilities. The location of off street parking spaces in relation to the use served shall be as prescribed hereinafter. All distances specified shall be walking distances between such parking spaces and a main entrance to the use served.

10.3-1 For Uses in an R-E, R-1, R-2, R-3, or R-4 District. Parking spaces accessory to dwellings shall be located on the same zoning lot as the use served.

10.3-2 For Uses in an R-5, R-6 or R-7 District. All parking spaces shall be within 500 feet of the use served, except that spaces accessory to a multiple-family dwelling or apartment-hotel shall be within 300 feet of the use served. However, no parking spaces accessory to a use in an R-5 or R-7 District shall be located in an R-E, R-1, R-2, R-3 or R-4 District.

10.3-3 For Uses in Business and Manufacturing Districts. All required parking spaces shall be within 1,000 feet of the use served, except for spaces accessory to dwelling units (other than those located in a transient hotel), which shall be within 300 feet of the use served. However, no parking spaces accessory to a use in a Business or Manufacturing District shall be located in a Residence District.

(Ord. #2022-035)

10.4 Schedule of Parking Requirements. Accessory off-street parking spaces for the following uses shall be provided as required herein.

USE

REQUIREMENTS

Housing for Elderly

One space for each multi-family dwelling unit. Single family detached and attached dwelling units require two parking spaces per unit.

Dormitories

Two spaces per three residents, plus one space for each staff member.

10.4-1 RESIDENTIAL USES

USE

REQUIREMENTS

Multiple Family Dwellings
in the R-5 and R-6 Zoning Districts

Two spaces for each dwelling unit

Multiple Family Dwellings
in the R-7 Zoning District

One and one-half spaces for each dwelling unit

One & Two Family Dwellings

Two spaces for each dwelling unit

10.4-2 RETAIL - COMMERCIAL AND SERVICES USES

<u>USE</u>	<u>REQUIREMENTS</u>
Adult Use Cannabis Dispensary	One space for each 200 square feet of floor area
Amusement Device Arcades	One space for each 300 square feet of floor area
Automobile Service Stations	One space for each employee plus three spaces for each service bay
Banks	One space for each 300 square feet of floor area
Beauty Shop	One space for each 250 square feet of floor area
Bowling Alleys	Three spaces for each alley plus the required spaces for restaurants that are provided
Dance Studio	One space for each 250 square feet of floor area
Furniture and Appliance Stores	One space for each 600 square feet of floor area
Health Clubs	One space for each 250 square feet of floor area
Motor Vehicle Sales and Machinery Sales	One space for each 600 square feet of floor area
Offices - Business, Professional & Governmental	One space for each 300 square feet of floor area
Offices - Medical or Dental Clinics	One space for every 200 square feet of floor area
Medical Center	(Refer to State of Illinois Accessibility Standards for additional requirements.)
Personal Trainer	One space for each 250 square feet of floor space
Restaurant - Carry-Out	One space for each 300 square feet of floor space
Restaurant - Sit-Down	One space for each 45 square feet of seating area
Retail Stores - Not Otherwise Specified	One space for each 300 square feet of floor area

APPENDIX B

2010 Arlington Heights Road Parking Occupancy Summary

Appendix B												
2010 Arlington Heights Road Arlington Heights, IL, 60005												
Location	Supply	Thursday, February 1st, 2024										
Parking Bay	Parking Bay Total	8:00 AM	9:00 PM	10:00 PM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
A	11	0	1	1	1	2	1	2	0	0	0	0
B	26	2	4	8	8	7	8	7	6	5	4	1
C	25	3	5	6	9	8	8	9	9	7	3	0
D	12	0	2	3	5	3	3	5	3	3	3	0
E	19	0	5	9	16	12	9	11	7	7	2	2
F	5	0	1	1	0	0	0	0	0	0	0	0
G	23	5	9	13	14	16	10	13	16	8	1	0
H	6	0	1	2	2	2	2	2	2	2	1	0
I - On Street												
Tower Crossing Occupied Total:	127	10	28	43	55	50	41	49	43	32	14	3
Occupancy Percentage:	100%	8%	22%	34%	43%	39%	32%	39%	34%	25%	11%	2%

Appendix B												
2010 Arlington Heights Road Arlington Heights, IL, 60005												
Location	Supply	Saturday, March 9th, 2024										
Parking Bay	Parking Bay Total	8:00 AM	9:00 PM	10:00 PM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
A	11		0	0	0	0	0	1	0			
B	26		2	2	2	3	2	1	1			
C	25		9	9	9	9	9	5	2			
D	12		2	3	2	2	1	1	1			
E	19		4	6	6	4	4	2	0			
F	5		0	0	0	0	0	0	0			
G	23		8	11	11	10	7	5	2			
H	6		1	2	0	1	1	1	1			
I - On Street	17		5	5	5	5	5	5	5			
Tower Crossing Occupied Total:	127		26	33	30	29	24	16	7			
Occupancy Percentage:	100%		20%	26%	24%	23%	19%	13%	6%			

Appendix B												
2010 Arlington Heights Road Arlington Heights, IL, 60005												
Location	Supply	Thursday, March 14th, 2024										
Parking Bay	Parking Bay Total	8:00 AM	9:00 PM	10:00 PM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
A	11	1	1	0	0	0	0	1	1	1	0	0
B	26	2	5	6	6	7	6	7	6	4	5	1
C	25	2	7	7	9	9	8	7	8	6	4	1
D	12	1	5	5	5	6	6	8	7	5	3	0
E	19	0	7	11	8	11	8	15	12	6	1	0
F	5	0	0	1	1	0	0	0	0	0	0	0
G	23	4	9	15	14	15	15	17	16	11	7	3
H	6	0	3	4	4	4	3	3	4	4	2	1
I - On Street	17	0	1	2	2	2	2	5	2	2	1	1
Tower Crossing Occupied Total:	127	10	37	49	47	52	46	58	54	37	22	6
Occupancy Percentage:	100%	8%	29%	39%	37%	41%	36%	46%	43%	29%	17%	5%

APPENDIX C

Tenant Square Foot & Business

Rent Roll

Properties: SG Arlington Heights MOB LLC - 2010 S. Arlington Heights Road Arlington Heights, IL 60005

Units: Active

As of: 12/31/2023

Include Non-Revenue Units: No

Unit	Sqft	Tenant	Status by SF	Rent	Annual Rent / SF	Deposit	Lease From	Lease To
SG Arlington Heights MOB LLC - 2010 S. Arlington Heights Road Arlington Heights, IL 60005								
41/45	4,144		Vacant-Unrented			0.00		
100	1,329		Vacant-Unrented			0.00		
101	5,909	Nihon Medical Clinic, S.C.	Current	9,685.39	19.67	8,650.00	01/01/2000	02/28/2031
110	2,742	Better Health LLC	Current	4,227.25	18.50	4,227.25	07/01/2023	06/30/2024
121	2,742	McNelis Family Eye Care Ltd.	Current	4,670.00	20.44	10,000.00	09/01/2020	08/31/2029
141	1,349	Midwest Professional Medical Care Inc.	Current	1,803.25	16.04	1,700.00	03/01/2021	02/28/2024
200	1,565		Vacant-Unrented			0.00		
209	3,150	Accumed Center/Patel	Current	3,362.00	12.81	3,200.00	07/01/2019	06/30/2024
210	2,313	Exponent, Inc.	Current	3,573.59	18.54	10,408.50	12/01/2022	11/30/2025
215	1,229	Chicago Family Wellness	Current	1,866.03	18.22	1,689.88	08/01/2018	07/31/2025
218	1,231	Dr. Edward Shim DDS, Ltd.	Current	2,155.52	21.01	2,154.00	03/01/2000	12/31/2032
219	1,416	Verne A. Schwager, MD, SC	Current	2,116.00	17.93	2,054.00	03/07/2022	08/31/2024
225	1,223	Prisms Group LLC	Current	1,630.67	16.00	1,426.83	12/01/2020	01/31/2024
235	1,745	SIWA Enterprises Inc.	Current	2,200.00	15.13	0.00	06/01/2021	05/31/2024
240	1,762	ARC Fertility Ventures, LLC	Current	2,322.90	15.82	2,349.33	03/01/2017	03/31/2026
300	6,229	Advanced Sleep Therapy, Ltd.	Current	5,709.39	11.00	10,000.00	07/01/2020	08/31/2028
16 Units	40,078		82.4% Occupied	45,321.99	16.46	57,859.79		
Total 16 Units	40,078		82.4% Occupied	45,321.99	16.46	57,859.79		

APPENDIX D

ITE Parking Generation Excerpts

Walk-In Clinic (630)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

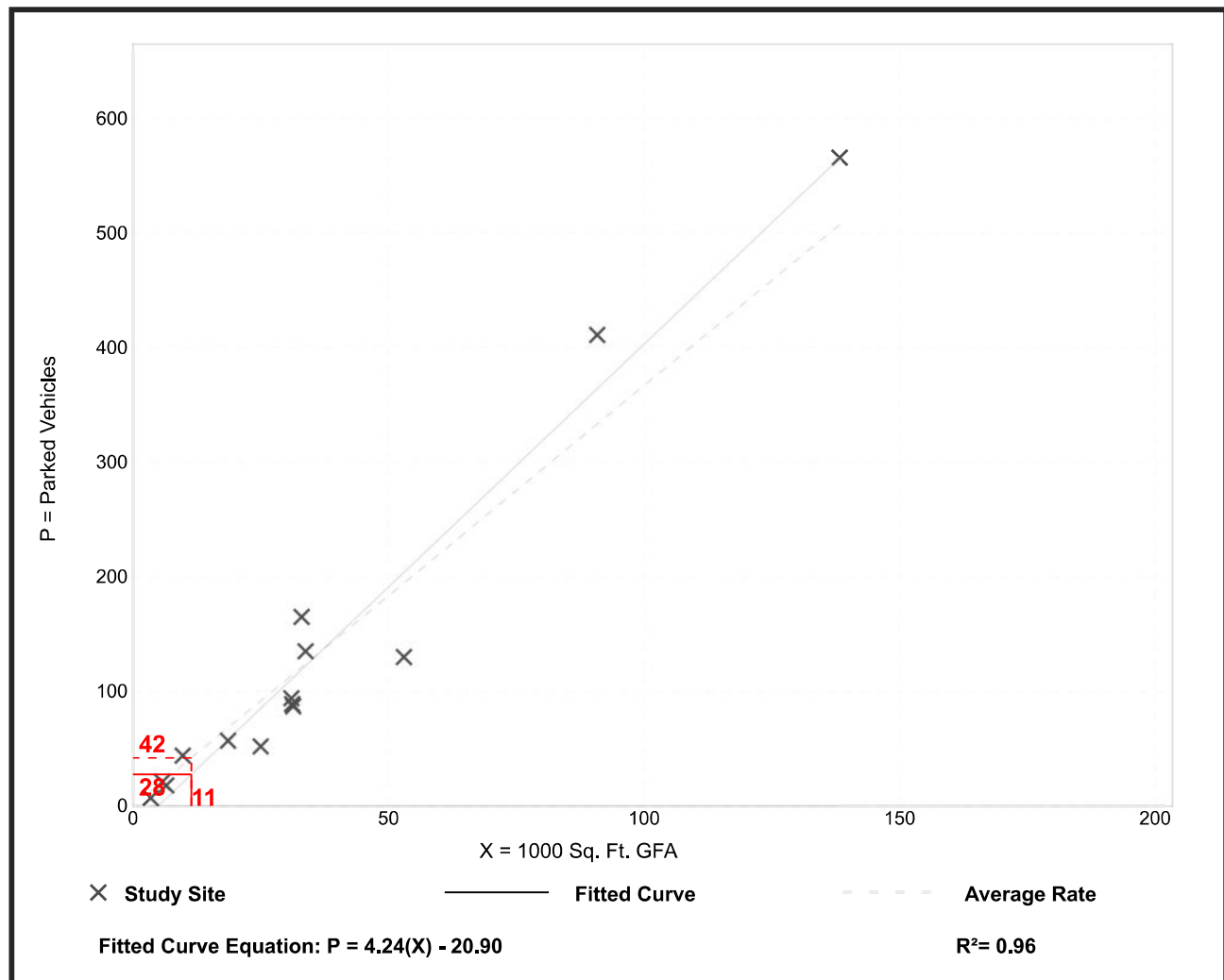
Number of Studies: 14

Avg. 1000 Sq. Ft. GFA: 37

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
3.67	2.00 - 5.00	2.77 / 4.52	***	0.90 (25%)

Data Plot and Equation



Parking Generation Manual, 6th Edition • Institute of Transportation Engineers

APPENDIX E

ITE Percentage of Peak Parking Demand

Land Use: 630 Walk-In Clinic

Description

A walk-in clinic provides out-patient medical care for mild to moderate illness or injury that is not life threatening. A walk-in clinic offers routine preventative care services and primary care treatment for uncomplicated illnesses without requiring a patient to make an appointment. Appointments may be offered for some services but are not required. A walk-in clinic may have a lab facility and supporting pharmacy but typically does not have the equipment and medical personnel that may be available at an urgent care site. A walk-in clinic is typically staffed with a nurse practitioner or physician's assistant. A walk-in clinic is typically open for longer hours than a medical-dental office building but less than 24 hours a day. medical-dental office building (Land Use 720) is a related use.

Time-of-Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at nine study sites in a general urban/suburban setting.

Hour Beginning	Percent of Weekday Peak Parking Demand
12:00–4:00 a.m.	—
5:00 a.m.	—
6:00 a.m.	—
7:00 a.m.	—
8:00 a.m.	59
9:00 a.m.	92
10:00 a.m.	97
11:00 a.m.	100
12:00 p.m.	80
1:00 p.m.	74
2:00 p.m.	89
3:00 p.m.	89
4:00 p.m.	75
5:00 p.m.	44
6:00 p.m.	14
7:00 p.m.	—
8:00 p.m.	—
9:00 p.m.	—
10:00 p.m.	—
11:00 p.m.	—

Specialized Land Use Data

One study provided data for a plasma donation center. Although a plasma donation center is similar to a walk-in clinic, the parking demand for this site differs from the sites included in this land use (patients typically have a longer duration stay with less turnover). Therefore, parking demand data for this site is presented here and is excluded from the data plots. The site, located in New Jersey (Source 607) has a gross floor area of 12,000 square feet and a peak parking demand of 21 on a weekday, 21 on a Saturday, and 18 on a Sunday.

Additional Data

The average parking supply ratio for the nine study sites with parking supply information is 5.1 spaces per 1,000 square feet GFA. The average peak parking occupancy at these nine sites is 78 percent.

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alabama, California, Maine, Minnesota, Texas, Virginia, and Washington.

Source Numbers

217, 218, 313, 315, 541, 558, 563, 619, 622

Village of Arlington Heights

Interoffice Memorandum



To: Planning Staff Liaison
From: Review Department Liaison
Department: Public Works Department, Engineering Division
File Number: PCA00001-2024
Project: 2010 S Arlington Heights Road
Review Round: Round 1
Date: February 22, 2024

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

1. PUBLIC IMPROVEMENTS REQUIRED:

	YES	NO	COMMENTS
a. Underground Utilities			
i. Water.....	☐	☒	_____
ii. Sanitary Sewer	☐	☒	_____
iii. Storm Sewer.....	☐	☒	_____
b. Surface Improvement			
i. Pavement	☐	☒	_____
ii. Curb & Gutter.....	☐	☒	_____
iii. Sidewalks.....	☐	☒	_____
iv. Street Lighting.....	☐	☒	_____
c. Easements			
i. Utility & Drainage....	☐	☒	_____
ii. Access.....	☐	☒	_____

2. PERMITS REQUIRED OTHER THAN VILLAGE

a. MWRDGC..... ☐	d. IEPA..... ☐
b. IDOT..... ☐	e. CCHD..... ☐
c. ARMY CORP... ☐	f. OTHER..... ☐ _____

3. R.O.W. DEDICATIONS.....	YES ☐	NO ☒	_____
4. SITE PLAN ACCEPTABLE.....	YES ☐	NO ☐	N/A _____
5. PRELIMINARY PLAT ACCEPTABLE.....	YES ☐	NO ☒	_____
6. TRAFFIC STUDY ACCEPTABLE.....	YES ☒	NO ☐	_____
7. STORMWATER DETENTION REQUIRED.....	YES ☐	NO ☒	_____
8. CONTRIBUTION ORDINANCE EXISTING.....	YES ☐	NO ☒	_____
9. FLOOD PLAIN OR FLOODWAY EXISTING.....	YES ☐	NO ☒	_____
10. WETLAND EXISTING.....	YES ☐	NO ☒	_____

ADDITIONAL COMMENTS ARE ATTACHED.

PLAN COMMISSION PCA00001-2024
SG Arlington Heights MOB LLC
2010 S Arlington Heights Rd
Round 1

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.
12. If a parking agreement with the adjacent property is required for the deficiency in parking stalls, a pedestrian access route from the adjacent parcel to the property is required.


Michael L. Pagones, P.E. 02-22-24
Village Engineer Date



Village of Arlington Heights

Interoffice Memorandum

To: Sam Hubbard
From: Div. Chief Dave Roberts
Department: Fire Deptment
File Number: 24-001
Project: Doctor's Subdivision PUD Amendment 2010 S Arlington Heights Rd.
Review Round: Round 1 Review
Date: February 26th, 2024

GENERAL COMMENTS:

1. The Fire Department has no comments on the above listed Doctor's Subdivision PUD Amendment.

Village of Arlington Heights Interoffice Memorandum



To: Dan Osoba, Planner
From: Sean Freres, Environmental Health Officer 
Department: Health Services Department
File Number: PC24-001
Project: Doctor's Subdivision
Review Round: Round 1
Date: 02/27/24

GENERAL COMMENTS:

Health Services has no comments at this time.

Village of Arlington Heights

Interoffice Memorandum



To: Sam Orticelli
From: Dan Osoba
Department: Planning & Community Development
File Number: PC 24-001
Project: Doctor's Subdivision PUD Amendment / 2010 & 2020 S. Arlington Heights Rd
Review Round: Round 1 Review
Date: February 28, 2024

	<u>YES</u>	<u>NO</u>
1. COMPLIES WITH COMPREHENSIVE PLAN:	☒	☐
2. COMPLIES WITH THOROUGHFARE PLAN:	☒	☐
3. VARIATIONS NEEDED FROM ZONING REGULATIONS:	☒	☐
4. VARIATIONS NEEDED FROM SUBDIVISION REGULATIONS:	☐	☒
5. SUBDIVISION REQUIRED:	☐	☒
6. SCHOOL/PARK DISTRICT CONTRIBUTION REQUIRED:	☐	☒

See additional review comments on next page.

Planning & Community Development Dept. Review

February 28, 2024



REVIEW ROUND 1

Project: Doctor's Subdivision PUD Amendment
2010 S. Arlington Heights Rd

Case Number: PC 24-001

General:

7. Based on a review of the Round 1 submittal, the Plan Commission must review the following zoning actions:
 - a) An Amendment to Planned Unit Development Ord. 70-089 and Ord. 02-019 to modify a previously approved parking variation to permit 127 parking spaces where 209 parking spaces are required. The final extent of the parking variation (i.e. 209 space requirement) will be verified upon receipt of your response to these comments and the additional clarifications requested within.
8. Provide written justification that individually addresses compliance to each of the approval criteria for the parking variation, which shall be a separate document uploaded in the CSS portal. The criteria for approval for a variation request are listed below:
 - a) The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.
 - b) The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.
 - c) The proposed variation is in harmony with the spirit and intent of this Chapter.
 - d) The variance requested is the minimum variance necessary to allow reasonable use of the property.

Parking Survey:

9. The Parking Survey, Appendix B 2010 Arlington Heights Road Parking Occupancy Survey is incomplete. Parking surveys are to be completed on at least three days a week and one of those days shall be a Saturday (if any tenants operate on Saturday), as was outlined in the CPRC report and discussed during the CPRC meeting. A one-day survey is not a statistically significant representation of current parking demand on the property. Please note that staff is willing to accept a parking survey from anyone performing such survey as long as the counts are accurate and formatted to provide hourly counts in the same format.
10. Since this property is within a PUD, the Parking Survey must be completed for both Lots 1 and 2 and shall also include a survey of on-street parking on W. Seegers Road adjacent to the 2010 property as was outlined in the CPRC report and discussed during the CPRC meeting. Expand the scope of the parking survey to include the whole PUD and on-street parking areas.
11. Staff reserves the right to re-examine the parking data and projections related to a potential parking issue based on an expanded parking survey as referenced in number 9 & 10. If warranted based on continued analysis, the petitioner may be required to expand the parking in general conformance to the 2002 expanded parking concept (attached) and/or the petitioner shall evaluate, propose, and implement a reconfiguration of the front parking area to improve circulation and increase parking supply.
12. When choosing dates for the parking survey, please choose days in which the majority of tenants are operating or providing specialist medical care on only select days of the week (for instance: if podiatry is offered only on Tuesdays, please include that in the parking survey). Additionally, please verify that the tenants listed on the rent roll are actually still occupying their tenant space when the parking survey is conducted. If they are on the rent roll but not actually operating at that location, then list the space as "Vacant" in the Parking Survey, Appendix C.
13. Provide hours of operation for tenants within the building in the Parking Survey, Appendix C.
14. Update the Current Demand section of Parking Survey, Exhibits 2 & 3 to the peak of the current parking demand of the three days surveyed per item 8 above.

15. The parking requirement for Lot 1 is listed in the table below. The total required parking is calculated for all tenant spaces (including vacancies) as medical office uses. Please verify that this tenant list and square footage is accurate; there is a discrepancy in square footage of certain units between the rent roll list provided with the parking survey and correspondence with staff during the CPRC review process.

Tenant	Suite	Use	Square Footage	Parking Ratio	Parking Required
Vacant	41/45	Vacant	4,144	1 space per 200 sq. ft.	21
Northwest Adult Medicine	100	Medical Office	1,329	1 space per 200 sq. ft.	7
Nihon Medical Clinic, S.C.	101	Medical Office	5,909	1 space per 200 sq. ft.	30
Signature Medical Group	110	Medical Office	2,742	1 space per 200 sq. ft.	14
McNelis Family Eye Care Ltd.	121	Medical Office	2,742	1 space per 200 sq. ft.	14
Midwest Professional Medical Care Inc.	141	Medical Office	1,349	1 space per 200 sq. ft.	7
Vacant	200	Medical Office	1,565	1 space per 200 sq. ft.	8
Accumed Center/Patel	209	Medical Office	3,150	1 space per 200 sq. ft.	16
Exponent, Inc.	210	Medical Office	3,574	1 space per 200 sq. ft.	18
Chicago Family Wellness	215	Medical Office	1,866	1 space per 200 sq. ft.	9
Dr. Edward Shim DDS, Ltd.	218	Medical Office	2,156	1 space per 200 sq. ft.	11
Vacant	219	Medical Office	2,116	1 space per 200 sq. ft.	11
Prisms Group, LLC	225	Medical Office	1,631	1 space per 200 sq. ft.	8
SIWA Enterprises, Inc	235	Medical Office	2,200	1 space per 200 sq. ft.	11
Advanced Reproductive Center	240	Medical Office	2,323	1 space per 200 sq. ft.	12
Advanced Sleep Therapy, Ltd.	300	Medical Office	6,229	1 space per 200 sq. ft.	31
PARKING REQUIRED					225
PARKING PROVIDED					127
SURPLUS / (DEFICIT)					-98

Total Bldg Sq. Footage: 45,024

16. In regards to the petitioner's contention that the required parking should be 176 parking spaces per Chapter 28 and the provisions within Section 28-10, staff has verified that the provisions within 28-10 were established in 1959. Since this building was constructed after the effective date, all parking and loading facilities shall be provided as required by the current regulations of the districts in which such buildings or uses are located (see above Parking Requirement table for required parking spaces).

Traffic & Site Circulation

17. Per Ord. 02-019 (which amended Ord. 70-089), a cross-access easement between Lot 1 and Lot 2 of the PUD should be pursued and executed. Considering both sites operate at a significant deficit relative to required parking, the cross-access easement would make it more feasible to accommodate high parking demand uses and bring both sites closer into compliance. Please reach out to the property owner of the 2020 S. Arlington Heights Road building to begin discussions on implementing a reciprocal shared parking agreement between both sites and provide an update on the status of these discussions.
18. Based on # 11 & 17, please review the plans attached to the end of this letter from the 2002 PC application that included concept plans for expanded and modified parking along the front of the buildings and the drafted (but not executed) shared parking concept for an expanded parking lot that overlaps between both properties. Explore and propose possible modifications to the front parking area to maximize the amount of parking that can be provided within this parking lot.

Resubmittal

19. Provide a formal response to all Round 1 Department Review Comments and submit files via the CSS portal on the Village website.
20. Please ensure that a revision date is added to all plans or documents that are revised as a result of these comments.

Prepared by: 
 Dan Osoba

Village of Arlington Heights

Interoffice Memorandum



To: Dan Osoba, Planner 1
From: Derek Mach, Landscape Planner
Department: Planning and Community Development
File Number: PCA 001-24
Project: 2010 S. Arlington Heights Road
Review Round: Review Round 1
Date: February 27, 2024

LANDSCAPE & TREE PRESERVATION:

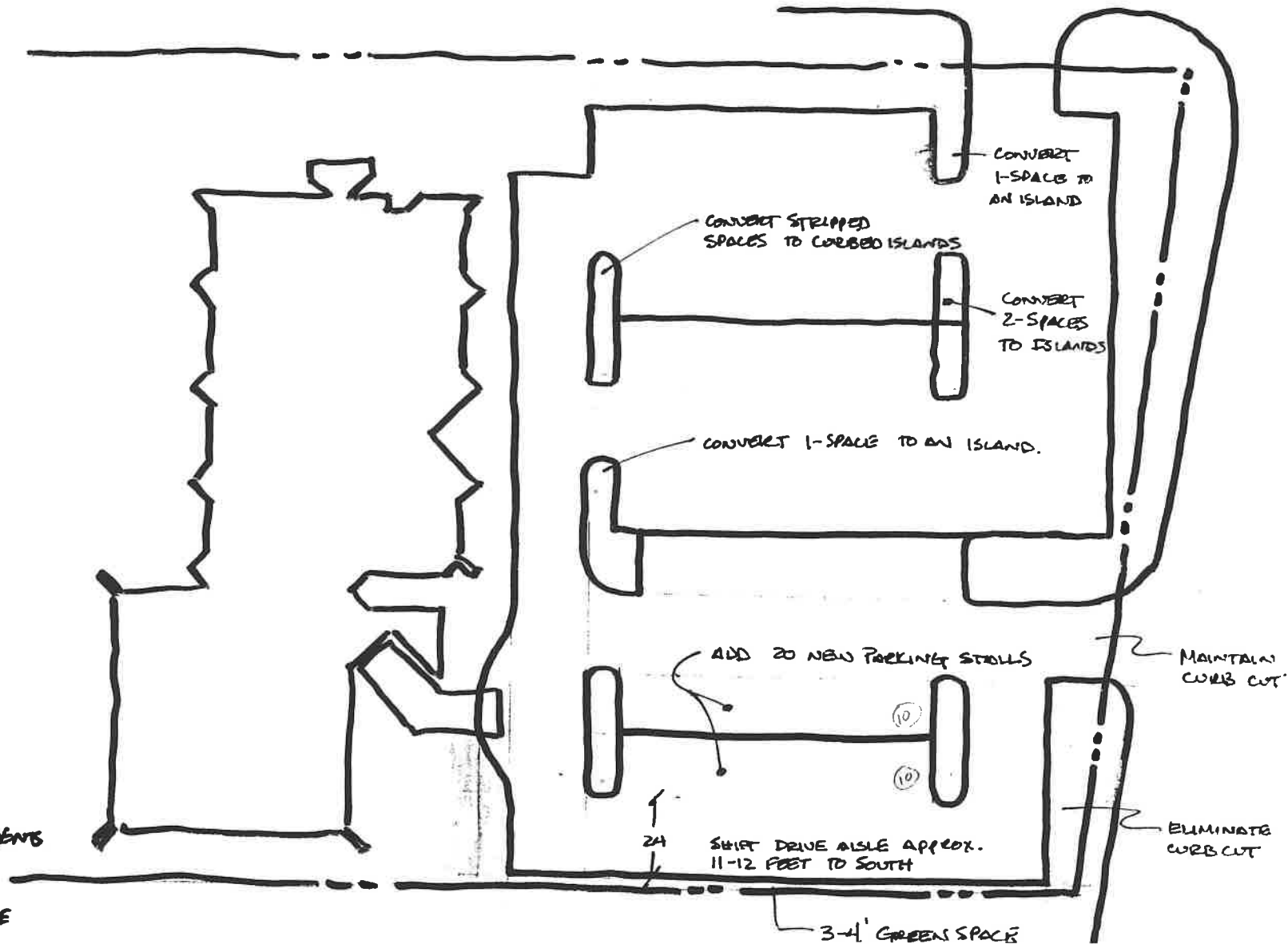
	YES	NO
<u>1. Complies with Tree Preservation Ordinance:</u>	N/A	
<u>2. Complies with Landscape Plan Ordinance:</u>		X
<u>3. Parkway Tree Fee Required:</u>		X

General Comments:

- 1) Per Chapter 28, Section 6.15, a three foot high screen is required between the public right of way adjacent to the parking area. For 2010 S Arlington Heights Road, infill with the code required screening along the Arlington Heights Road and Seegers Road frontage where the landscaping is absent.

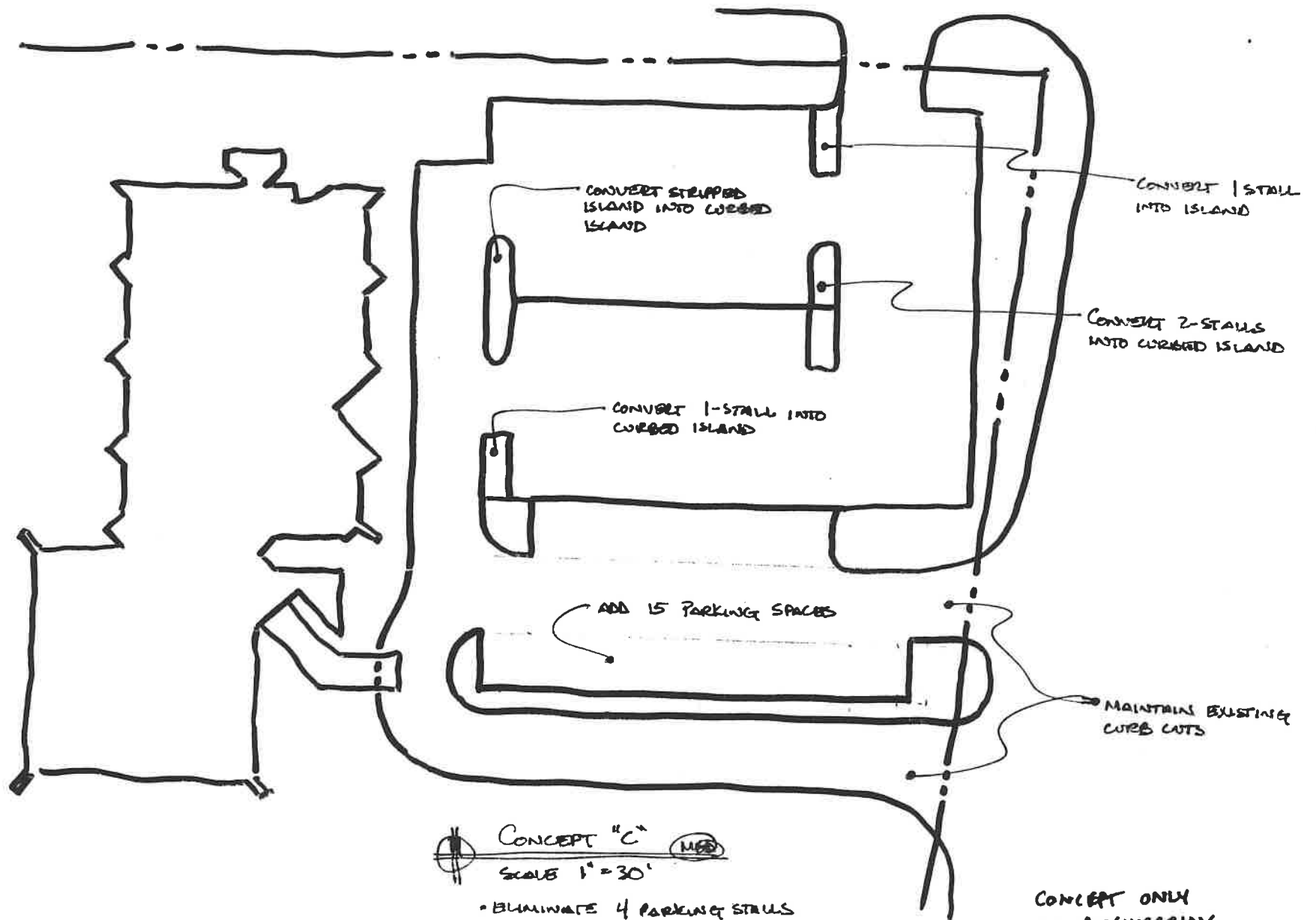
CONCEPT "A" MSP SCALE 1" = 30'

- NEW PARKING ADDED = 20
- PARKING ELIMINATED = 4
- NET GAIN = 16



CONCEPT ONLY
NO ENGINEERING
RETENTION REQUIREMENTS
NOT FACTORED

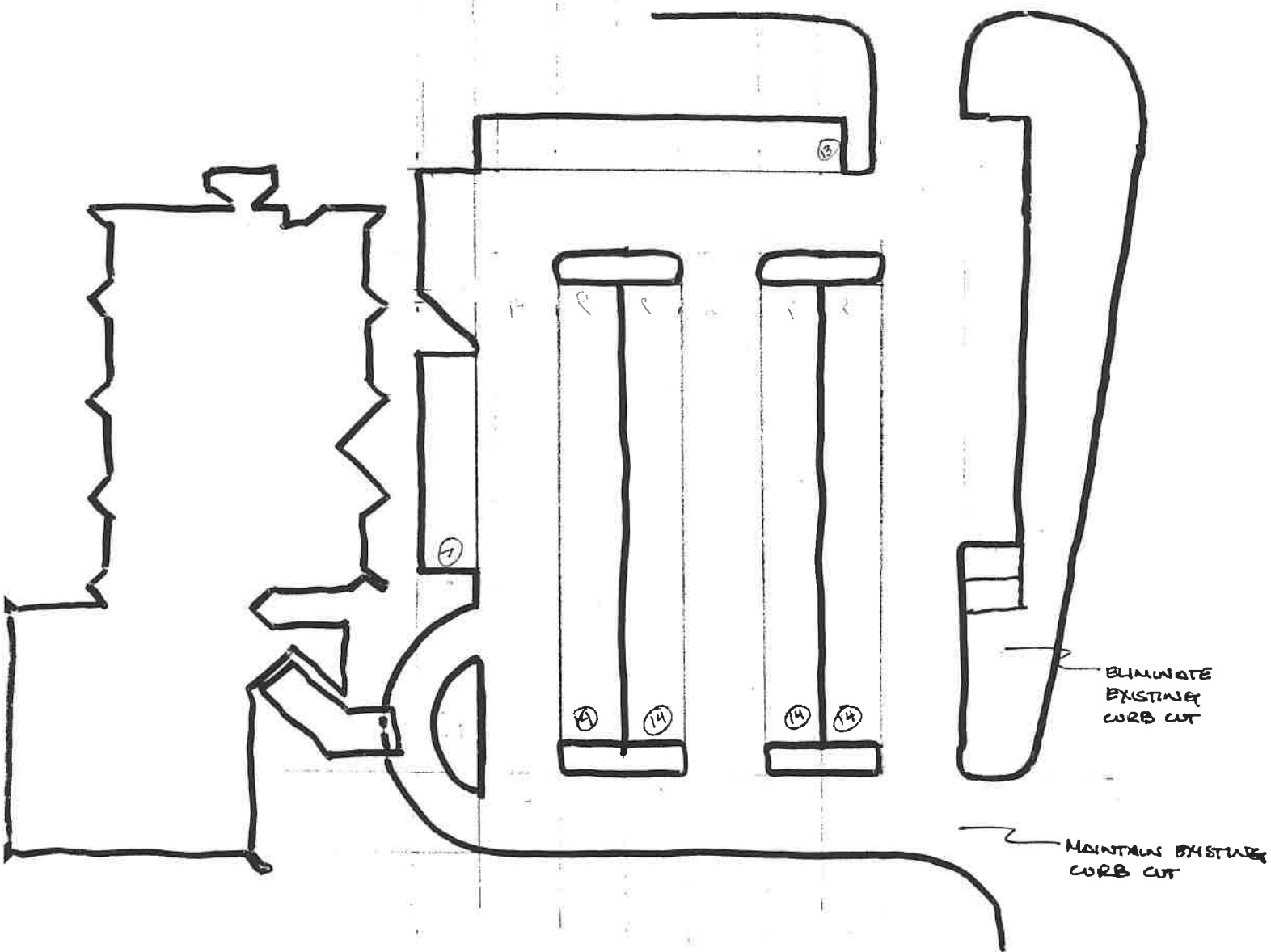
SUBJECT TO CHANGE



CONCEPT "C"
SCALE 1" = 30'

- ELIMINATE 4 PARKING STALLS
- ADD 15 PARKING STALLS
- NET GAIN 11 PARKING STALLS

CONCEPT ONLY
NO ENGINEERING
DETENTION REQUIREMENTS
NOT FACTORED
SUBJECT TO CHANGE



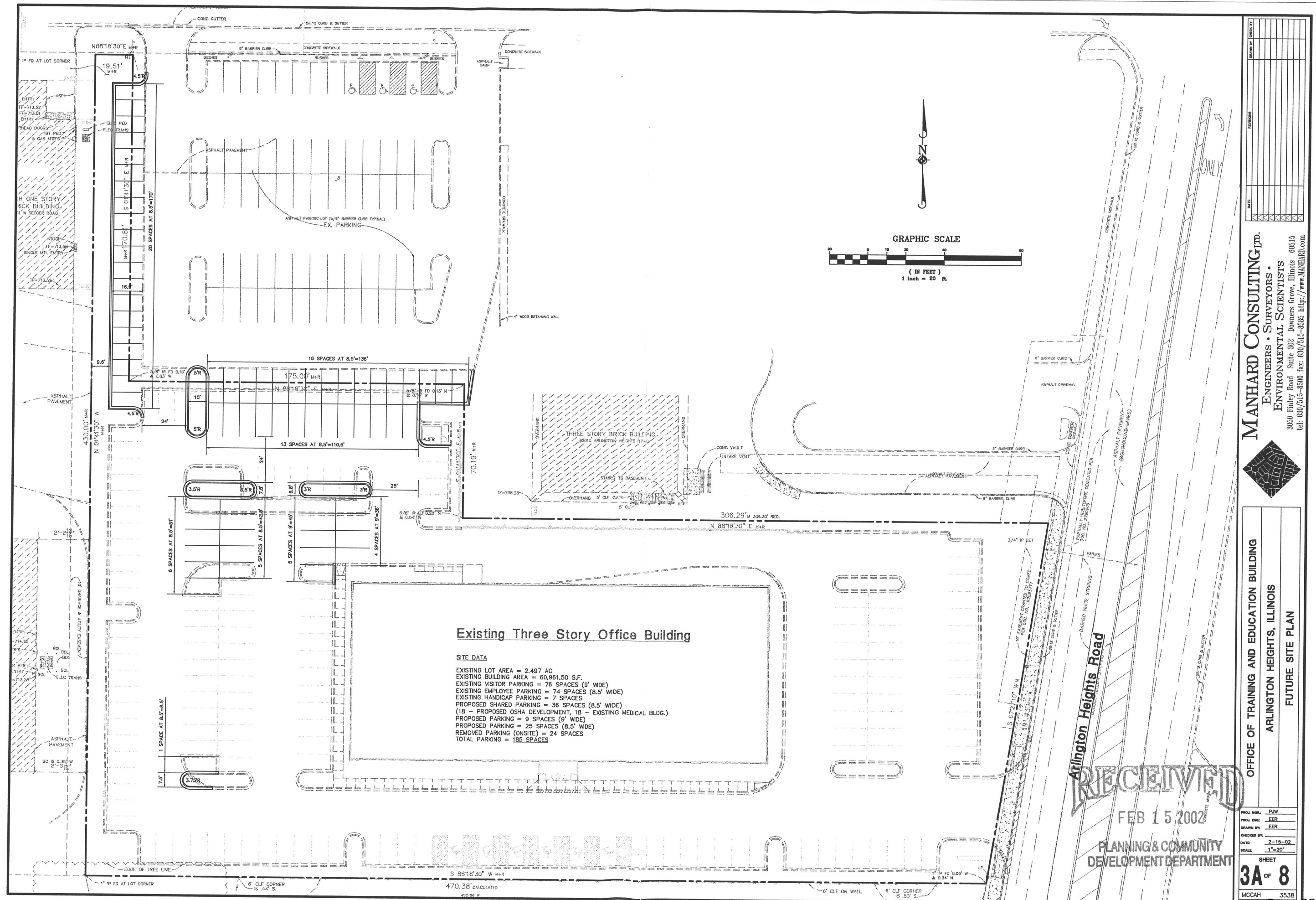

CONCEPT "D" MSSD
 SCALE 1" = 30'

15 SPACES

- TOTAL # OF SPACES = 76 (EXCLUDING THOSE ALONG AH RD)
- TOTAL # OF EXISTING SPACES = 63
- TOTAL # OF EXISTING SPACES IF 200' ISLANDS WERE ADDED = 59
- NET GAIN = 13 SPACES OR 17 SPACES w/ ISLANDS

CONCEPT ONLY
 NO ENGINEERING
 DETENTION REQUIREMENTS NOT
 FACTORED
 SUBJECT TO CHANGE
 Page 222 of 252

SHARED PARKING EXPANSION CONCEPT



Village of Arlington Heights

Interoffice Memorandum



To: Planning Staff Liaison
From: Review Department Liaison
Department: Public Works Department, Engineering Division
File Number: PCA00001-2024
Project: 2010 S Arlington Heights Road
Review Round: Round 1
Date: February 22, 2024

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

1. PUBLIC IMPROVEMENTS REQUIRED:

	YES	NO	COMMENTS
a. Underground Utilities			
i. Water.....	☐	☒	_____
ii. Sanitary Sewer	☐	☒	_____
iii. Storm Sewer.....	☐	☒	_____
b. Surface Improvement			
i. Pavement	☐	☒	_____
ii. Curb & Gutter.....	☐	☒	_____
iii. Sidewalks.....	☐	☒	_____
iv. Street Lighting.....	☐	☒	_____
c. Easements			
i. Utility & Drainage....	☐	☒	_____
ii. Access.....	☐	☒	_____

2. PERMITS REQUIRED OTHER THAN VILLAGE

a. MWRDGC..... ☐	d. IEPA..... ☐
b. IDOT..... ☐	e. CCHD..... ☐
c. ARMY CORP... ☐	f. OTHER..... ☐ _____

3. R.O.W. DEDICATIONS.....	YES ☐	NO ☒	_____
4. SITE PLAN ACCEPTABLE.....	YES ☐	NO ☐	N/A _____
5. PRELIMINARY PLAT ACCEPTABLE.....	YES ☐	NO ☒	_____
6. TRAFFIC STUDY ACCEPTABLE.....	YES ☒	NO ☐	_____
7. STORMWATER DETENTION REQUIRED.....	YES ☐	NO ☒	_____
8. CONTRIBUTION ORDINANCE EXISTING.....	YES ☐	NO ☒	_____
9. FLOOD PLAIN OR FLOODWAY EXISTING.....	YES ☐	NO ☒	_____
10. WETLAND EXISTING.....	YES ☐	NO ☒	_____

ADDITIONAL COMMENTS ARE ATTACHED.

PLAN COMMISSION PCA00001-2024
SG Arlington Heights MOB LLC
2010 S Arlington Heights Rd
Round 1

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.
12. If a parking agreement with the adjacent property is required for the deficiency in parking stalls, a pedestrian access route from the adjacent parcel to the property is required.


Michael L. Pagones, P.E. 02-22-24
Village Engineer Date



Village of Arlington Heights Interoffice Memorandum

To: Sam Hubbard
From: Div. Chief Dave Roberts
Department: Fire Deptment
File Number: 24-001
Project: Doctor's Subdivision PUD Amendment 2010 S Arlington Heights Rd.
Review Round: Round 1 Review
Date: February 26th, 2024

GENERAL COMMENTS:

1. The Fire Department has no comments on the above listed Doctor's Subdivision PUD Amendment.

Village of Arlington Heights Interoffice Memorandum



To: Sam Hubbard
From: Officer Alexandra Ovington
Department: Police Department
File Number:
Project: 2010 S Arlington Heights Rd, Arlington Heights IL 60005
Review Round: Round 1
Date: 02/26/2024

1. CHARACTER OF USE: (WOULD IT BE A PROBLEM TYPE?)

The character of use is consistent with the area and is not a concern

2. ARE LIGHTING REQUIREMENTS ADEQUATE?

Lighting should be up to Village of Arlington Heights code. The exterior of the building should be illuminated especially during nighttime hours for safety, to deter criminal activity and increase surveillance/visibility- potentially reducing theft, trespassing, vandalism, underage drinking, and other criminal activity.

3. PRESENT TRAFFIC PROBLEMS?

There are no traffic problems at this location.

4. TRAFFIC ACCIDENTS AT PARTICULAR LOCATION:

This is not a problem area in relation to traffic accidents.

5. TRAFFIC PROBLEMS THAT MAY BE CREATED BY THE DEVELOPMENT:

This development should not create any additional traffic problems. Additionally, the Police Department does not see any issues presented in the Parking Study completed for this project.

6. GENERAL COMMENTS:

- Please ensure that there is an emergency information/contact card on file with the Arlington Heights Police Department and that it is up-to-date. Agent contact information must be provided to the Arlington Heights Police Department during all construction phases. The form is attached.

Please complete and return. This allows police department personnel to contact an agent during emergency situations or for suspicious/criminal activity on the property during all hours.

- Landscaping should provide open sightlines to increase natural surveillance and avoid creating ambush locations and havens for illegal activities- theft, trespassing, vandalism, underage drinking, drug use, etc.

 583

Supervisor

Village of Arlington Heights Interoffice Memorandum



To: Dan Osoba, Planner
From: Sean Freres, Environmental Health Officer 
Department: Health Services Department
File Number: PC24-001
Project: Doctor's Subdivision
Review Round: Round 1
Date: 02/27/24

GENERAL COMMENTS:

Health Services has no comments at this time.

Village of Arlington Heights

Interoffice Memorandum



To: Sam Orticelli
From: Dan Osoba
Department: Planning & Community Development
File Number: PC 24-001
Project: Doctor's Subdivision PUD Amendment / 2010 & 2020 S. Arlington Heights Rd
Review Round: Round 1 Review
Date: February 28, 2024

	<u>YES</u>	<u>NO</u>
1. COMPLIES WITH COMPREHENSIVE PLAN:	☒	☐
2. COMPLIES WITH THOROUGHFARE PLAN:	☒	☐
3. VARIATIONS NEEDED FROM ZONING REGULATIONS:	☒	☐
4. VARIATIONS NEEDED FROM SUBDIVISION REGULATIONS:	☐	☒
5. SUBDIVISION REQUIRED:	☐	☒
6. SCHOOL/PARK DISTRICT CONTRIBUTION REQUIRED:	☐	☒

See additional review comments on next page.

Planning & Community Development Dept. Review

February 28, 2024



REVIEW ROUND 1

Project: Doctor's Subdivision PUD Amendment
2010 S. Arlington Heights Rd

Case Number: PC 24-001

General:

7. Based on a review of the Round 1 submittal, the Plan Commission must review the following zoning actions:
 - a) An Amendment to Planned Unit Development Ord. 70-089 and Ord. 02-019 to modify a previously approved parking variation to permit 127 parking spaces where 209 parking spaces are required. The final extent of the parking variation (i.e. 209 space requirement) will be verified upon receipt of your response to these comments and the additional clarifications requested within.
8. Provide written justification that individually addresses compliance to each of the approval criteria for the parking variation, which shall be a separate document uploaded in the CSS portal. The criteria for approval for a variation request are listed below:
 - a) The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.
 - b) The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.
 - c) The proposed variation is in harmony with the spirit and intent of this Chapter.
 - d) The variance requested is the minimum variance necessary to allow reasonable use of the property.

Parking Survey:

9. The Parking Survey, Appendix B 2010 Arlington Heights Road Parking Occupancy Survey is incomplete. Parking surveys are to be completed on at least three days a week and one of those days shall be a Saturday (if any tenants operate on Saturday), as was outlined in the CPRC report and discussed during the CPRC meeting. A one-day survey is not a statistically significant representation of current parking demand on the property. Please note that staff is willing to accept a parking survey from anyone performing such survey as long as the counts are accurate and formatted to provide hourly counts in the same format.
10. Since this property is within a PUD, the Parking Survey must be completed for both Lots 1 and 2 and shall also include a survey of on-street parking on W. Seegers Road adjacent to the 2010 property as was outlined in the CPRC report and discussed during the CPRC meeting. Expand the scope of the parking survey to include the whole PUD and on-street parking areas.
11. Staff reserves the right to re-examine the parking data and projections related to a potential parking issue based on an expanded parking survey as referenced in number 9 & 10. If warranted based on continued analysis, the petitioner may be required to expand the parking in general conformance to the 2002 expanded parking concept (attached) and/or the petitioner shall evaluate, propose, and implement a reconfiguration of the front parking area to improve circulation and increase parking supply.
12. When choosing dates for the parking survey, please choose days in which the majority of tenants are operating or providing specialist medical care on only select days of the week (for instance: if podiatry is offered only on Tuesdays, please include that in the parking survey). Additionally, please verify that the tenants listed on the rent roll are actually still occupying their tenant space when the parking survey is conducted. If they are on the rent roll but not actually operating at that location, then list the space as "Vacant" in the Parking Survey, Appendix C.
13. Provide hours of operation for tenants within the building in the Parking Survey, Appendix C.
14. Update the Current Demand section of Parking Survey, Exhibits 2 & 3 to the peak of the current parking demand of the three days surveyed per item 8 above.

15. The parking requirement for Lot 1 is listed in the table below. The total required parking is calculated for all tenant spaces (including vacancies) as medical office uses. Please verify that this tenant list and square footage is accurate; there is a discrepancy in square footage of certain units between the rent roll list provided with the parking survey and correspondence with staff during the CPRC review process.

Tenant	Suite	Use	Square Footage	Parking Ratio	Parking Required
Vacant	41/45	Vacant	4,144	1 space per 200 sq. ft.	21
Northwest Adult Medicine	100	Medical Office	1,329	1 space per 200 sq. ft.	7
Nihon Medical Clinic, S.C.	101	Medical Office	5,909	1 space per 200 sq. ft.	30
Signature Medical Group	110	Medical Office	2,742	1 space per 200 sq. ft.	14
McNelis Family Eye Care Ltd.	121	Medical Office	2,742	1 space per 200 sq. ft.	14
Midwest Professional Medical Care Inc.	141	Medical Office	1,349	1 space per 200 sq. ft.	7
Vacant	200	Medical Office	1,565	1 space per 200 sq. ft.	8
Accumed Center/Patel	209	Medical Office	3,150	1 space per 200 sq. ft.	16
Exponent, Inc.	210	Medical Office	3,574	1 space per 200 sq. ft.	18
Chicago Family Wellness	215	Medical Office	1,866	1 space per 200 sq. ft.	9
Dr. Edward Shim DDS, Ltd.	218	Medical Office	2,156	1 space per 200 sq. ft.	11
Vacant	219	Medical Office	2,116	1 space per 200 sq. ft.	11
Prisms Group, LLC	225	Medical Office	1,631	1 space per 200 sq. ft.	8
SIWA Enterprises, Inc	235	Medical Office	2,200	1 space per 200 sq. ft.	11
Advanced Reproductive Center	240	Medical Office	2,323	1 space per 200 sq. ft.	12
Advanced Sleep Therapy, Ltd.	300	Medical Office	6,229	1 space per 200 sq. ft.	31
PARKING REQUIRED					225
PARKING PROVIDED					127
SURPLUS / (DEFICIT)					-98

Total Bldg Sq. Footage: 45,024

16. In regards to the petitioner's contention that the required parking should be 176 parking spaces per Chapter 28 and the provisions within Section 28-10, staff has verified that the provisions within 28-10 were established in 1959. Since this building was constructed after the effective date, all parking and loading facilities shall be provided as required by the current regulations of the districts in which such buildings or uses are located (see above Parking Requirement table for required parking spaces).

Traffic & Site Circulation

17. Per Ord. 02-019 (which amended Ord. 70-089), a cross-access easement between Lot 1 and Lot 2 of the PUD should be pursued and executed. Considering both sites operate at a significant deficit relative to required parking, the cross-access easement would make it more feasible to accommodate high parking demand uses and bring both sites closer into compliance. Please reach out to the property owner of the 2020 S. Arlington Heights Road building to begin discussions on implementing a reciprocal shared parking agreement between both sites and provide an update on the status of these discussions.
18. Based on # 11 & 17, please review the plans attached to the end of this letter from the 2002 PC application that included concept plans for expanded and modified parking along the front of the buildings and the drafted (but not executed) shared parking concept for an expanded parking lot that overlaps between both properties. Explore and propose possible modifications to the front parking area to maximize the amount of parking that can be provided within this parking lot.

Resubmittal

19. Provide a formal response to all Round 1 Department Review Comments and submit files via the CSS portal on the Village website.
20. Please ensure that a revision date is added to all plans or documents that are revised as a result of these comments.

Prepared by: 
 Dan Osoba

Village of Arlington Heights

Interoffice Memorandum



To: Dan Osoba, Planner 1
From: Derek Mach, Landscape Planner
Department: Planning and Community Development
File Number: PCA 001-24
Project: 2010 S. Arlington Heights Road
Review Round: Review Round 1
Date: February 27, 2024

LANDSCAPE & TREE PRESERVATION:

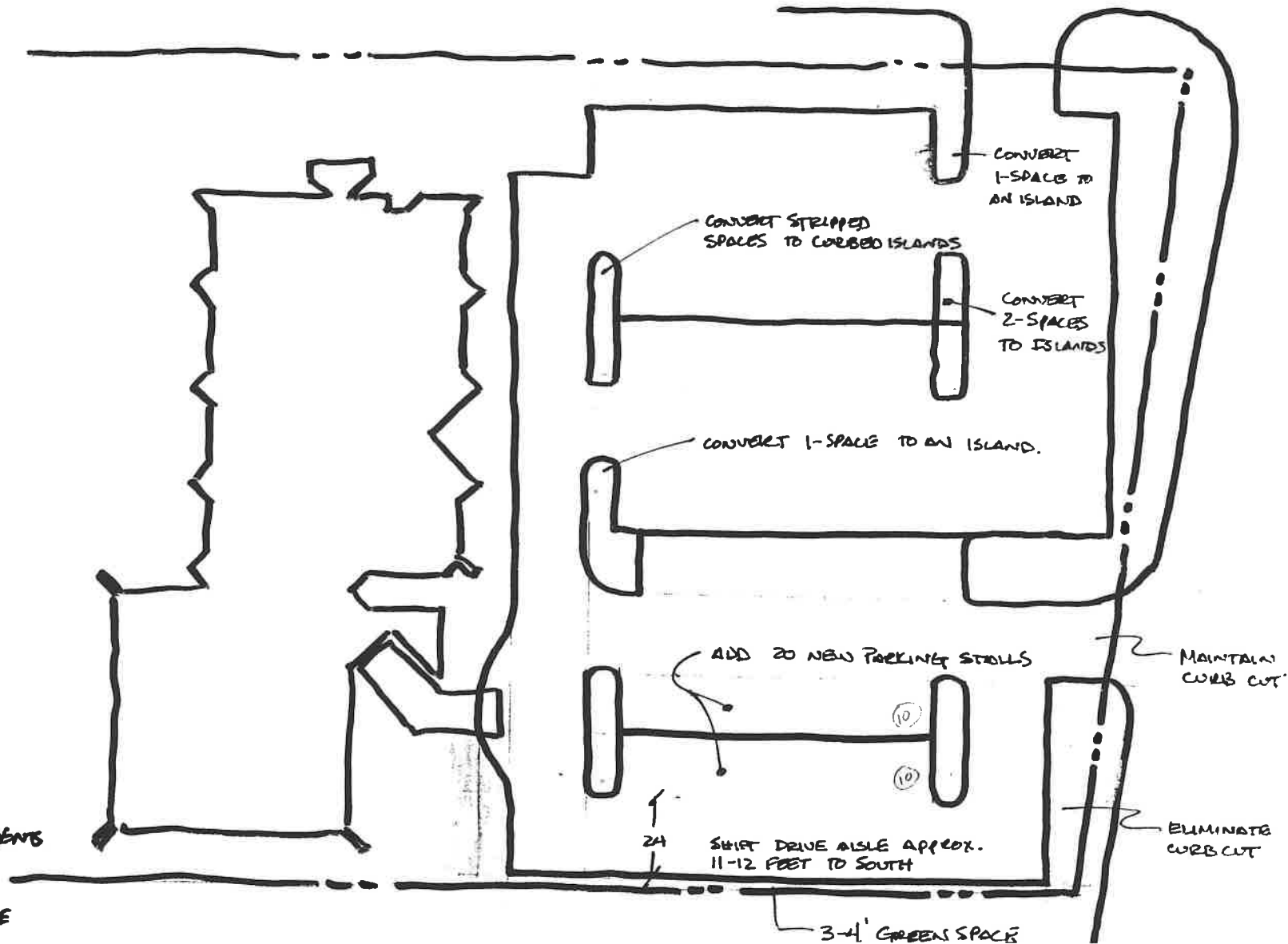
	YES	NO
<u>1. Complies with Tree Preservation Ordinance:</u>	N/A	
<u>2. Complies with Landscape Plan Ordinance:</u>		X
<u>3. Parkway Tree Fee Required:</u>		X

General Comments:

- 1) Per Chapter 28, Section 6.15, a three foot high screen is required between the public right of way adjacent to the parking area. For 2010 S Arlington Heights Road, infill with the code required screening along the Arlington Heights Road and Seegers Road frontage where the landscaping is absent.

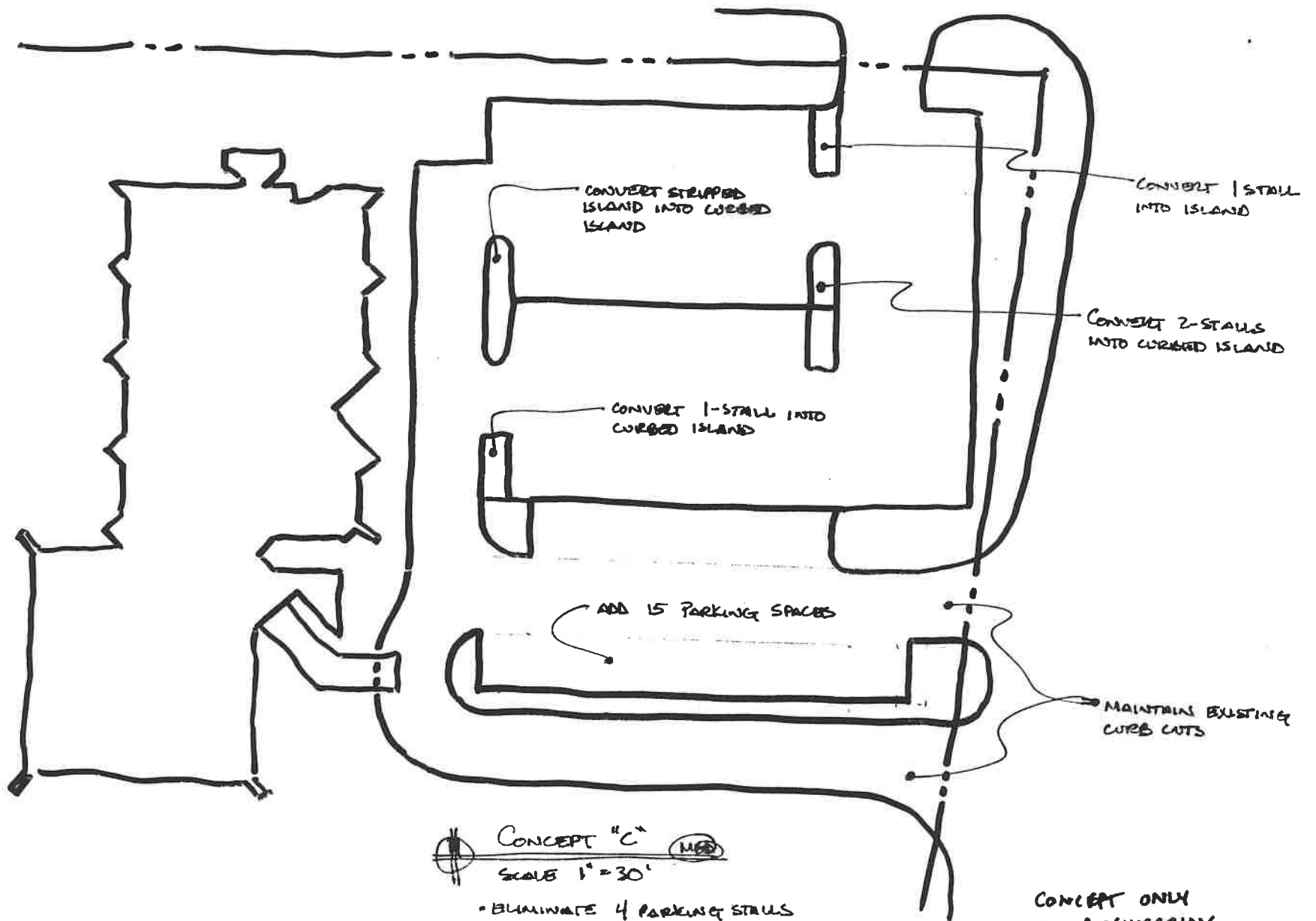
CONCEPT "A" MSP SCALE 1" = 30'

- NEW PARKING ADDED = 20
- PARKING ELIMINATED = 4
- NET GAIN = 16



CONCEPT ONLY
NO ENGINEERING
RETENTION REQUIREMENTS
NOT FACTORED

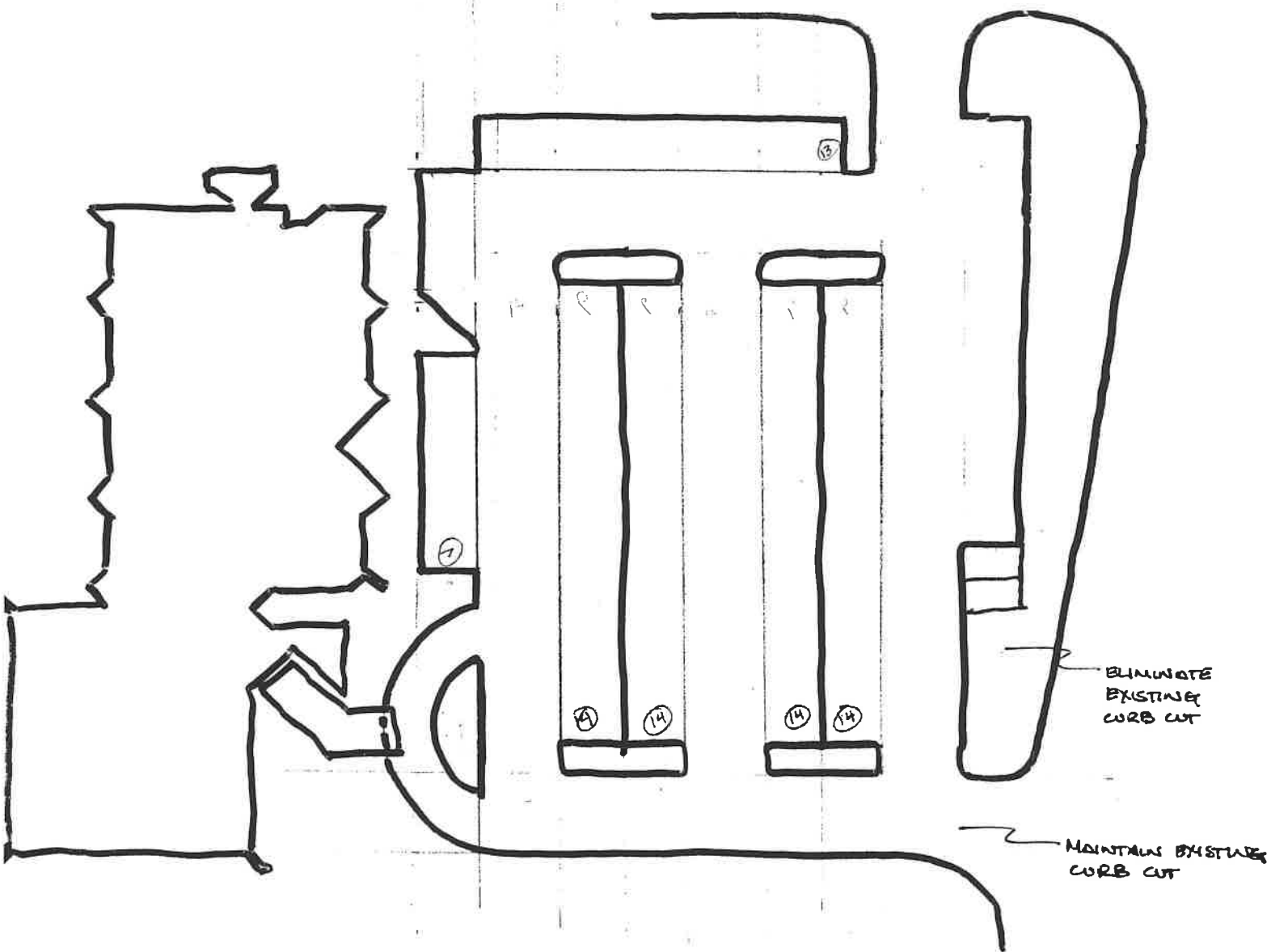
SUBJECT TO CHANGE



CONCEPT "C" USED
 SCALE 1" = 30'

- ELIMINATE 4 PARKING STALLS
- ADD 15 PARKING STALLS
- NET GAIN 11 PARKING STALLS

CONCEPT ONLY
 NO ENGINEERING
 DETENTION REQUIREMENTS
 NOT FACTORED
 SUBJECT TO CHANGE



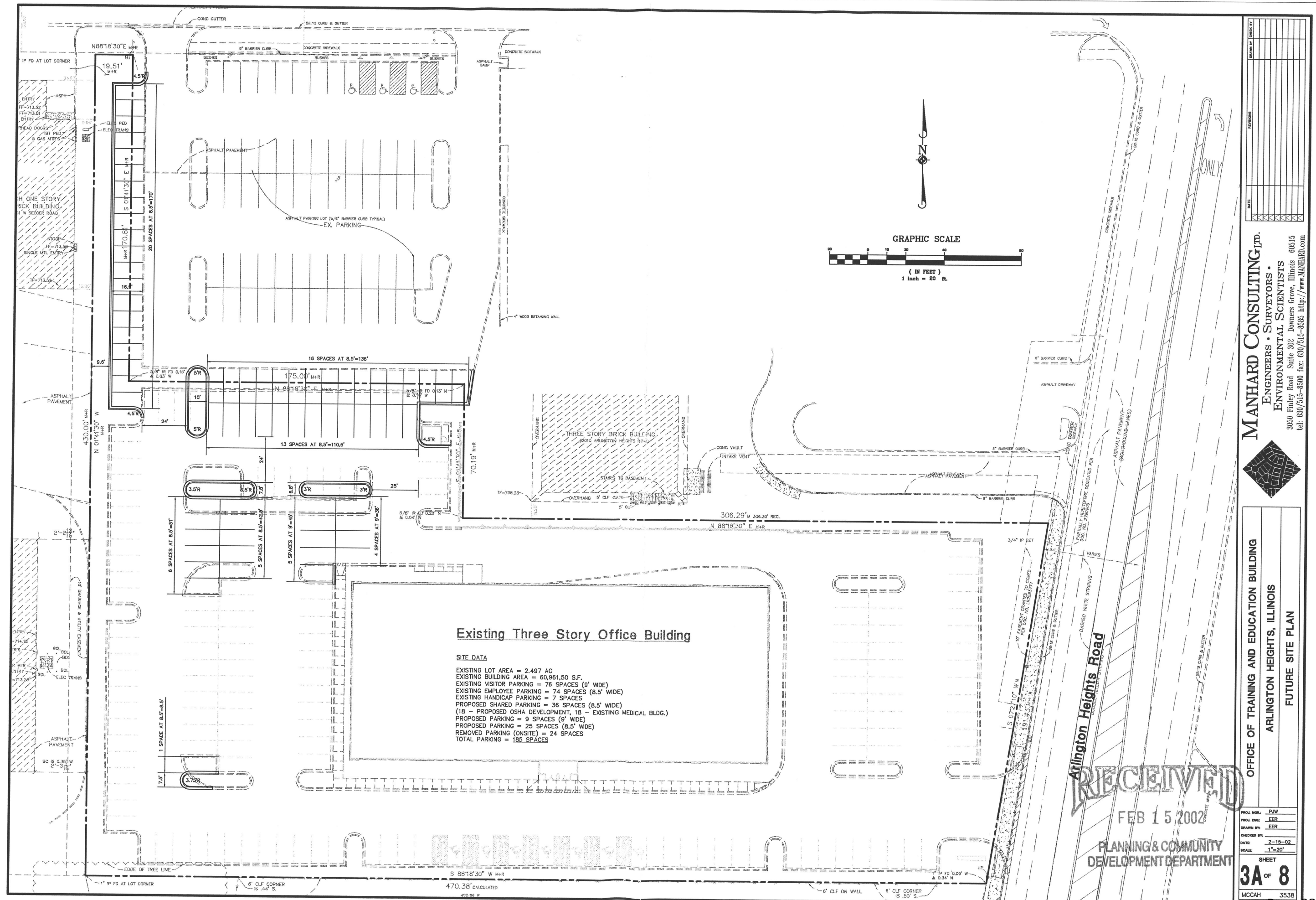

CONCEPT "D" MSSD
 SCALE 1" = 30'

15 SPACES

- TOTAL # OF SPACES = 76 (EXCLUDING THOSE ALONG AH RD)
- TOTAL # OF EXISTING SPACES = 63
- TOTAL # OF EXISTING SPACES IF 200' ISLANDS WERE ADDED = 59
- NET GAIN = 13 SPACES OR 17 SPACES w/ ISLANDS

CONCEPT ONLY
 NO ENGINEERING
 DETENTION REQUIREMENTS NOT
 FACTORED
 SUBJECT TO CHANGE

SHARED PARKING EXPANSION CONCEPT





LAW OFFICE OF SAMUEL A. ORTICELLI, ESQ.

432 Tremingham Way
Venice, FL 34293
630-776-9456
sorticelli@illinoispropertylawyer.com

March 5, 2024

Mr. Dan Osoba
Development Planner
Planning & Community Development
Department
Village of Arlington Heights, IL
33 South Arlington Heights Road
Arlington Heights, IL 60005-1499

**Re: Petitioner's response to Round 1 Comments
for proposed Parking Variation
2010 Arlington Heights Rd.**

Dear Mr. Osoba:

This letter is the response of the Petitioner, SG Arlington Heights MOB LLC, to the Round 1 Comments of the Planning & Community Development Department to the Petitioner's Application for an Amendment to Planned Unit Development (PUD) Ordinance #70-089 and #02-019 to modify a previously approved parking variation. The variation requested is to allow 127 parking stalls where the Code requires 200 parking stalls.

1. Response to Public Works Department, Engineering Division, File Number PCA00001-2024 comments dated February 22, 2024.

Petitioner acknowledges that The Engineering Division stated that there are no public improvements required, no permits required (other than Village), no R.O.W. dedications required, the Traffic Study is acceptable, and no stormwater detention required. In addition, the requirement of a pedestrian access route between the adjacent property and the subject property will be addressed if a parking agreement (Reciprocal easement for parking) is required by other departments.

2. Response to Fire Department, File Number 24-001 comments dated February 26, 2024.

No response since the Fire Department had no comments.

3. Response to Police Department, (no File Number), comments dated February 26, 2024.

No. 2: Lighting at the subject property is currently sufficient and to Petitioner's knowledge is up to Code.

No. 6: Petitioner will provide up-to-date emergency information/contact card to the Police Department. The form was not attached to Police Department comments. Landscaping currently provides open sightlines and does not foster ambush locations or havens for illegal activities.

4. Response to Health Services Department, File Number PC24-001 dated February 27, 2024.

No response since the Health Services Department had no comments.

5. Response to Planning and Community Development Department, File Number PC 24-001 dated February 28, 2024.

No. 7: Petitioner notes that the zoning action described in this comment states that 209 parking spaces are required. This is not correct, and apparently is based on the square footages shown in the table that appears in comment No. 15. Counsel for Petitioner was told that the square footages shown in the table were taken from the Parking Survey that was submitted. Upon review of the Parking Survey, it is clear that the Planning and Community Development Department must have mistakenly taken the monthly rent amounts for seven of the tenants shown in the Parking Study and substituted those amounts for the square footage amounts that should have been used for the table. The correct square footage for all spaces is 40,078, the Parking Survey is accurate with respect to the square footages of the leasable spaces, and the required number of spaces is 200, without consideration of Petitioner's position as stated in No. 16 below.

No. 8: Petitioner will upload a separate document to the CSS portal that addresses compliance with each of the 4 approval criteria for the parking variation. In short, (a) the proposed variation will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property, since the exact same parking area has been in use for over 20 years; (b) The unique circumstances of Petitioner include the fact that Petitioner purchased this property 2.5 years ago and neither the prior owner nor Petitioner has ever received notice from the Village that the parking was deficient until recently when approval for a new tenant was sought. Also, since Petitioner has been owner, no less than three new tenants have been approved by the Village with no issue regarding parking having been raised; (c) the proposed variation is in harmony with the spirit and intent of the Code since presumably the goal of the Code is to foster uses of properties that benefit the community as a whole and not to cause owners unnecessary expense where there is no practical need to do so.

No. 9: Petitioner is in the process of having the Parking Survey updated to satisfy the comments in numbers 9, 10, 12, 13 and 14. Petitioner is confident that the addition of a Saturday and another weekday to the survey will be further evidence that no additional parking is necessary for this property.

No. 10: Petitioner has no objection to including a parking survey of on-street parking on W. Seegers Road, and the updated Parking Survey will include that. Petitioner DOES object to having the Parking Study include a survey of the adjacent Lot 2. Lot 1 and Lot 2 are currently completely independent properties and operate completely independently. There is no association and no sharing of any expense or services. The Village received a Parking Study for Lot 2 when the first amendment to the PUD was issued in 2002. This requirement would be an unnecessary added expense to Petitioner but more importantly unnecessary because it would not be relevant to the sufficiency of the current number of spaces on Lot 1.

No. 15: See comment to Number 7 above.

No. 16: Petitioner respectfully disagrees with staff that Section 28-10.1 is not applicable to the Petitioner's situation. Petitioner contends that the requirement of one space for every 200 square feet of floor area was established subsequent to 1970 when the building on the subject property was built. Prior to 1970, the requirement for parking was 1 space for every 250 square feet of floor area, PLUS 1 space for every three anticipated staff members. That standard would result in a requirement of approximately 180 spaces, depending on the number of staff members. Thus Section 28-10.1, which provides that when a building permit is issued prior to the effective date of the Code section (i.e., subsequent to 1970), parking facilities as required by the updated Code need not be provided (and the prior Code sections would be applicable). This is relevant when identifying the alleged deficit in parking spaces.

Nos. 17 and 18: Petitioner again asserts that pursuing a cross-access agreement with the owner of Lot 2 would be both futile and unnecessary. The breakdown in negotiations when this endeavor was last attempted was based on what both sides deemed an unnecessary cost, and how that cost would be split. Current economic conditions are worse now than when the prior attempt was made. There is a significant risk that adding significant expenses for reconfiguring the parking lot on either Lot could impact the viability of the building and ultimately cost the Village significant tax revenue. Petitioner suggests that this requirement be tabled at least until the results of the updated Parking Survey are reviewed.

6. Response to Planning and Community Development Department, Landscape Planner, File Number PCA 001-24 dated February 27, 2024.

General Comments: Petitioner requests that staff investigate whether a landscape plan was approved as part of the initial development of this property. If so, then satisfaction of that plan should be sufficient. If the requirements of that plan are not met currently, perhaps because of shrubbery having died over the years, then Petitioner would be willing to

restore the required plantings. However, this should not delay the approval of the proposed variation, which Petitioner emphasizes is immediately necessary to continue the viability of the building.

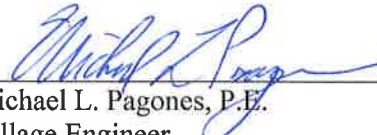
7. GENERAL COMMENTS. Petitioner wants to emphasize that during its period of ownership of the property (i.e., starting on 2022), it has entered into no less than 3 new leases of space in the building. Not once was there ever an objection by the Village to occupancy by the new tenant, based on insufficient parking or otherwise. Similarly, since 2002 when the first amendment to the PUD was allowed (reducing the number of required spaces for Lot 2), there have been no less than 7 new leases of space in the building, and again not once was there ever an objection by the Village to occupancy based on insufficient parking or otherwise. Petitioner has never received a citation or notice of violation from the Village, nor has Petitioner ever received a complaint from any tenant that parking was insufficient. Petitioner respectfully suggests that staff consider whether requiring additional parking at this property would be a robotic insistence on compliance with Code without considering the practicalities of the situation or the unnecessary expenses that would be incurred by Petitioner.

Very truly yours,


Samuel A. Oricelli, Esq.

PLAN COMMISSION PCA00001-2024
SG Arlington Heights MOB LLC
2010 S Arlington Heights Rd
Round 2

13. The petitioner's response to comment nos. 11 and 12 are acceptable. The Public Works Department and Engineering Division have no further comments.


Michael L. Pagones, P.E. 3/19/24
Village Engineer Date

Village of Arlington Heights

Interoffice Memorandum



To: Sam Orticelli
From: Dan Osoba
Department: Planning & Community Development
File Number: PC 24-001
Project: Doctor's Subdivision PUD Amendment / 2010 & 2020 S. Arlington Heights Rd
Review Round: Round 2 Review
Date: March 28, 2024

	<u>YES</u>	<u>NO</u>
1. COMPLIES WITH COMPREHENSIVE PLAN:	☒	☐
2. COMPLIES WITH THOROUGHFARE PLAN:	☒	☐
3. VARIATIONS NEEDED FROM ZONING REGULATIONS:	☒	☐
4. VARIATIONS NEEDED FROM SUBDIVISION REGULATIONS:	☐	☒
5. SUBDIVISION REQUIRED:	☐	☒
6. SCHOOL/PARK DISTRICT CONTRIBUTION REQUIRED:	☐	☒

See additional review comments on next page.

Planning & Community Development Dept. Review

March 28, 2024



REVIEW ROUND 2

Project: Doctor's Subdivision PUD Amendment
2010 & 2020 S. Arlington Heights Rd

Case Number: PC 24-001

General:

21. The petitioner's response to item #7 is noted. The calculations for required parking have been updated to reflect the rent roll square-footage of 40,078 square-feet. The required number of parking spaces per code is 200. The updated zoning actions are as follows:
 - a) An Amendment to Planned Unit Development Ord. 70-089 and Ord. 02-019 to modify a previously approved parking variation to permit 127 parking spaces where 200 parking spaces are required.
22. The petitioner's response to item #8 is acceptable.

Parking Survey:

23. The petitioner's response to item #9 is acceptable.
24. The petitioner's response to item #10 is insufficient. Staff continues to suggest that you survey the parking at the OSHA site and reach out to the property owner to discuss a shared parking arrangement. The Village may require the execution of a shared parking agreement as a condition of approval. It is highly recommended to put forth a contingency plan based on recommendations or suggestions that the Village has discussed in the CPRC meeting, Staff Development Committee review, and this Plan Commission review showing how parking on the property could be expanded or more efficiently utilized should a parking problem arise from 100% medical office tenancy. This contingency plan would be conditioned such that there may be a future parking problem and the Village has assurance to implement such a plan if the need arises. As proposed currently and without a contingency plan of some kind, staff may not support the petition.
 - a) Please note that the parking survey was revised as requested to expand the scope of analysis to include on-street parking on W. Seegers Rd; however, those 17 parking spaces should not be used to calculate percentages of parking occupied for *off-street* parking. The on-street parking spaces may be used in analysis to further justify a parking variation but should not be included as an addition to the 127 off-street parking spaces currently located on 2010 S. Arlington Heights Rd.
25. The petitioner did not respond to item #11. The petitioner shall continue to be required to work with staff to address the onsite parking shortage. Please reach out to the adjacent property owner to discuss the potential for shared parking.
26. The petitioner's response to items #12 and 13 are acceptable.
27. The petitioner's response to item #14 is noted. The Current Parking Demand, Exhibits 2 & 3 were updated using the peak demand based on surveyed parking. However, the total parking included in this calculation includes the 17 on-street parking spaces on W. Seegers Rd. As stated in item 24.a above, the on-street parking spaces may be used as analysis for justification of a parking variation, but should not be utilized to make judgements on a percentage of code required *off-street* parking spaces occupied. For example: the actual percentage of "% Occupied" parking based in Exhibit 3 should be (114/127) 89% at 2:00pm. Staff analysis of occupied parking based

on the required off-street parking per code will be utilizing the 127 off-street parking spaces instead of 144 spaces shown in these exhibits.

28. The petitioner's response to item #15 is acceptable. Please reference the updated parking table below:

2010 S. Arlington Heights Rd – Parking Calculated as All Medical Offices					
Unit	Unit Type	Tenant Name	Square Area	Parking Ratio	Required Parking
41/45	Vacancy	VACANT	4,144	1/ 200	21
100	Vacancy	VACANT	1,329	1/ 200	7
101	Medical	Nihon Medical Clinic	5,909	1/ 200	30
110	Medical	Better Health LLC	2,742	1/ 200	14
121	Medical	McNelis Family Eye Care	2,742	1/ 200	14
141	Medical	Midwest Professional Med Care	1,349	1/ 200	7
200	Vacancy	VACANT	1,565	1/ 200	8
209	Medical	Accumed Center/Patel	3,150	1/ 200	16
210	Medical	Exponent, Inc.	2,313	1/ 200	12
215	Medical	Chicago Family Wellness	1,229	1/ 200	6
218	Medical	Dr. Edward Shim, DDS	1,231	1/ 200	6
219	Medical	Verne A. Schwager, MD, SC	1,416	1/ 200	7
225	Medical	Prisms Group LLC	1,223	1/ 200	6
235	Medical	SIWA Enterprises Inc	1,745	1/ 200	9
240	Medical	ARC Fertility Ventures	1,762	1/ 200	9
300	Medical	Advanced Sleep Therapy, Ltd.	6,229	1/ 200	31
TOTAL REQUIRED (per Code)			40,078		200
TOTAL PROVIDED					127
SURPLUS / (DEFICIT)					(73)

29. The petitioner's response to item #16 is noted. Your objection is noted; however, staff will continue to apply the code section as it is written, which requires that any building constructed after the effective date of the ordinance (i.e. 1959) is subject to the current code requirements of Section 28-10.

Traffic & Site Circulation

30. The petitioner's response to items #17 and 18 is noted. Staff continues to request a plan outlining how the site could be improved to accommodate more parking. It is requested that the petitioner re-evaluate the front parking area and propose modifications that could increase the parking

supply. Additionally, you're encouraged to reach out to the OSHA building property owner and discuss shared parking. See item 24 for more information.

31. The petitioner did not respond to item #19 regarding the conceptual plans for expanded and modified parking.

Resubmittal

32. Provide a formal response to all Round 2 Department Review Comments and submit files via the CSS portal on the Village website.

33. Please ensure that a revision date is added to all plans or documents that are revised as a result of these comments.

Prepared by: 
Dan Osoba



LAW OFFICE OF SAMUEL A. ORTICELLI, ESQ.

432 Tremingham Way
Venice, FL 34293
630-776-9456
sorticelli@illinoispropertylawyer.com

April 3, 2024

Mr. Dan Osoba
Development Planner
Planning & Community Development
Department
Village of Arlington Heights, IL
33 South Arlington Heights Road
Arlington Heights, IL 60005-1499

**Re: Petitioner's response to Round 2 Comments
for proposed Parking Variation
2010 Arlington Heights Rd.**

Dear Mr. Osoba:

This letter is the response of the Petitioner, SG Arlington Heights MOB LLC, to the Plan Commission Round 2 Comments to the Petitioner's Application for an Amendment to Planned Unit Development (PUD) Ordinance #70-089 and #02-019 to modify a previously approved parking variation. The variation requested is to allow 127 parking stalls on Lot 1 where the Code requires 200 parking stalls.

1. Response to Public Works Department, Engineering Division, File Number PCA00001-2024 Round 2 Review comment dated 3/19/24

No. 13: No response as Comment 13 only stated that Petitioner's response to Comment nos.11 and 12 are acceptable.

2. Response to Planning and Community Development Department, File Number PC 24-001 Round 2 Review dated March28, 2024.

No. 21: No response as Comment 21 only stated that Petitioner's response to Item 7 is noted and that the calculations for required parking and the zoning actions have been updated.

No. 22: No response as Comment 22 only stated that Petitioner's response to Item 8 is acceptable.

No. 23: No response as Comment 23 only stated that Petitioner's response to Item 9 is acceptable.

No. 24: Petitioner is attempting to reach out to the owner of Lot 2 to discuss a shared parking arrangement and in furtherance thereof has sent a letter to Adam D. Portnoy who is listed as the Manager of GPT Properties LLC on the Illinois Secretary of State website for Business Entity searches. GPT Properties LLC is the record owner of the OSHA site according to the Cook County Property Tax Portal. As of the date of this Response letter, Petitioner has had no response from Mr. Portnoy. In addition, Petitioner again states that a survey of the parking at the OSHA site is overly burdensome, overly expensive, duplicative (since a parking survey of that site was done when the parking variation for Lot 2 was considered and there has been no change in tenancy since then), and irrelevant since the parking study for Petitioner's property, as revised, shows no need for additional parking even if the building was fully occupied. It is further emphasized that the parking areas (front and back) on Petitioner's property are exactly the same as they were when the property was first built in 1970, the property has always been a medical office building tenanted exclusively by medical office tenants, and never before has there been a complaint by either any of the tenants or the Village of Arlington Heights that the parking is insufficient. Notwithstanding the foregoing, Petitioner is willing to propose a contingency plan to expand parking should a parking problem arise in the future. That plan consists of the following basic points: (1) First, there would have to be a determination that there is in fact a parking problem. The Village would make that determination only in the event it has received complaints from tenants of the building or adjacent property owners on at least three separate occasions. (2) Upon such a determination by the Village, Petitioner would commission a new parking study to cover both the OSHA site and the 2010 building property. The new parking study would have to confirm that there is in fact a parking problem. (3) If the new parking study confirms that there is a parking problem on any day during at least two or more hours, then Petitioner will hire an engineer to survey the parking areas of the 2010 property and design a reconfiguration of the parking areas such that the reconfigured parking areas accommodate the deficient parking shown in the new parking study. Reconfiguration as designed would be completed within 270 days of the confirmation of the parking problem, subject to force majeure. (4) As an alternative to reconfiguring the parking areas, if the new parking study showed that capacity of both existing parking areas would be sufficient to accommodate the parking demands for both properties, and if a shared parking

arrangement with the OSHA site could be entered into within 180 days of confirmation of the parking problem, then such an agreement would be in lieu of the reconfigured parking areas. The shared parking arrangement would include cross-access rights to each owner and cross-parking rights to each owner.

No. 24(a): The revised parking survey is being revised again so that the 17 parking spaces on W. Seegers Rd. are not used to calculate percentages of parking occupied for off street parking. Submission of the revised parking study will be made prior to any hearing date on the Petition.

No. 25: As noted in Petitioner's response to No. 24, Petitioner is reaching out to the owner of the OSHA site. Petitioner will continue to work with staff to address a *potential* parking issue if staff determines, after careful consideration of the revised parking study and Petitioner's comments in No. 24 above, that there is a parking issue.

No. 26: No response as Comment 26 only stated that Petitioner's response to Items 12 and 13 is acceptable.

No. 27: As noted in Petitioner's response to Item 24(a), the revised parking survey is being revised again so that the 17 parking spaces on W. Seegers Rd. are not used to calculate percentages of parking occupied for off street parking.

No. 28: No response as Comment 28 only stated that Petitioner's response to Item 15 is acceptable.

No. 29: Petitioner respectfully disagrees with staff's position that Section 28-10.1 is not applicable to the Petitioner's situation. In discussing Section 28-10.1 with staff, it is evident that staff considers Section 28-10.1 to not be applicable because by its wording it applies only to buildings and structures erected *and all uses of land established* after the effective date of the Section. Staff contends that the use of the building was changed from an all medical office use to a partial office, partial medical office use after the effective date, which staff contends is sometime in 1959. Petitioner contends that the use of the building has always been exclusively medical office use only, and thus the requirement that parking facilities shall be provided as required by current regulations is not applicable. Petitioner contends that the requirement of one space for every 200 square feet of floor area was established subsequent to when the building on the subject property was built in 1970. Prior to 1970, the requirement for parking was 1 space for every 250 square feet of floor area, PLUS 1 space for every three anticipated staff members. That standard would result in a requirement of approximately 180 spaces, depending on the number of staff members. Thus Section 28-10.1, which provides that when a building permit is issued

prior to the effective date of the Code section (i.e., subsequent to 1970), parking facilities as required by the updated Code need not be provided (and the prior Code sections would be applicable). This is relevant when identifying the alleged deficit in parking spaces.

No. 30: See response to Comment 24 above.

No. 31: Comment 31 states that Petitioner did not respond to Item 19. Item 19 is an instruction to provide a formal response to all Round 1 comments, which Petitioner has done.

No. 32: This letter constitutes Petitioner's formal response to Round 2 comments.

Very truly yours,


Samuel A. Orticelli, Esq.



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
11/4/2024

Item: Appointment of Mark Porwit to Environmental Commission
term ending 04/30/2026

Department: Integrated Services

Item Description:

Appointment of Mark Porwit to Environmental Commission term ending
04/30/2026

ATTACHMENTS:

None