**PUBLIC NOTICE**
**IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT**

**THE REGULAR MEETING**
**OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING**
**WILL BE HELD ON MONDAY, OCTOBER 17, 2016 AT 6:30 P.M. IN THE BOARD ROOM,**
**WHEELING VILLAGE HALL, 2 COMMUNITY BOULEVARD, WHEELING, ILLINOIS**
**VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN THE FOLLOWING:**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL FOR ATTENDANCE**

**4. APPROVAL OF MINUTES** Regular Meeting of September 19, 2016

**5. CHANGES TO THE AGENDA**

**6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
**Award:** South Korea Delegation Appreciation Awards
**Proclamation:** Christina Parr Day – October 18, 2016

**7. APPOINTMENTS AND CONFIRMATIONS**

**8. ADMINISTRATION OF OATHS**

**9. CITIZEN CONCERNS AND COMMENTS**

**10. STAFF REPORTS**

**11. CONSENT AGENDA**

**12. OLD BUSINESS**

**13. NEW BUSINESS** **All listed items for discussion and possible action**

**A. Two Ordinances (2) and One (1) Resolution re:** Wheeling Town Center, 351 W. Dundee Road

1. **Ordinance** Granting Final Planned Unit Development, Special Use-Site Plan Approval for the Wheeling Town Center Retail and Residential Planned Unit Development (Current Address 351 W. Dundee Road) [Docket No. 2016-20A]

2. **Ordinance** Granting Special Use-Site Plan Approval for an Indoor Theater (Current Address 351 W. Dundee Road)[Docket No. 2016-20B]]

3. **Resolution** Approving the Preliminary Plat for Wheeling Town Center Subdivision (Current Address 351 W. Dundee Road) [Docket No. PC 16-11]

**B.** **Resolution** Authorizing the Village Manager to Execute an Easement Agreement Related to the Relocation of a Portion of the West Shore Pipeline

**C.** **Ordinance** Granting a Variation from Title 21, Signs, of the Wheeling Municipal Code, Relating to an Existing Freestanding Sign – 1400 Lake Cook Road [Docket No. 2016-19]

**D.** **Four (4) Ordinances Re:** an Asphalt Plant at 571-581 Wheeling Road

1. **Ordinance** Amending Title 19, Zoning, of the Wheeling Municipal Code to Add "Concrete /Asphalt Plant" as a Special Use in the I-4 Heavy Industrial District [Docket No. 2016-14A]

2. **Ordinance** Granting a Re-zoning from I-2 Limited Industrial District to I-4 Heavy Industrial District for 571-581 Wheeling Road and Commercial Drive [Docket No. 2016-14B]

3. **Ordinance** Granting Special Use – Site Plan Approval for an Asphalt Plant at 571-581 Wheeling Road [Docket No. 2016-14C]

4. **Ordinance** Granting Variations from Title 19, Zoning, Related to the Construction of an Asphalt Plant at 571-581 Wheeling Road [Docket No. 2016-14D]

**E.** **Resolution** Authorizing a Procession along Illinois Route 21 (Milwaukee Avenue) from Strong Avenue to Illinois Route 68 (Dundee Road) on Sunday, November 20, 2016

**F.** **Ordinance** Concerning the Deletion of Weiland Road between Lake-Cook County Line and McHenry Road (IL-83) from the Municipal Street System at a Future Date and Transferring Jurisdiction Thereof to Cook County

**G.** **Resolution** Waiving Competitive Bidding and Authorizing Acceptance of the State of Illinois Contract with CDW for the Purchase of Cisco Network Equipment

**H.** **DISCUSSION RE:** Fresh Farms Tax Increment Financing (TIF) Note

**14. OFFICIAL COMMUNICATIONS**

**15. APPROVAL OF BILLS** September 29–October 12, 2016

**16. EXECUTIVE SESSION**

**17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

**18. ADJOURNMENT**

***~THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99~***
***IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING, BUT REQUIRE AN AUXILIARY AID SUCH AS A SIGN LANGUAGE INTERPRETER, CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.***

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VILLAGE OF WHEELING PROCLAMATION

# Christina Parr Day – October 18, 2016

**WHEREAS**, Christina Parr began her employment as a Police Officer with the Wheeling Police Department on July 1, 1986; and

**WHEREAS**, through the years, Christina Parr has held assignments as a Patrol Officer, DARE Officer; Traffic Officer, Major Crash Investigator, Training Coordinator, Youth Officer, In-Service Training Instructor, School Liaison Officer, and Bicycle Officer; and

**WHEREAS,** throughout her career, Christina Parr has dedicated herself to making Wheeling a safer place to live and work; and

**WHEREAS**, after 30 years of dedicated service with the Wheeling Police Department, Christina Parr is retiring.

**NOW THEREFORE, I, Dean Argiris, President of the Village of Wheeling**, do hereby proclaim October 18, 2016, as "Christina Parr Day" in the Village of Wheeling in recognition and appreciation of her many years of dedicated service to the community and the Police Department.

**DATED** at the Village of Wheeling this 17th day of October, 2016.

_____
Dean S. Argiris, Village President

**ATTEST:**

_____
Elaine E. Simpson, Village Clerk

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# VILLAGE OF WHEELING
# LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** 13.A-1,2,3
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** Monday, October 17, 2016

**TITLES OF ITEMS SUBMITTED:**

- **An Ordinance Granting Final Planned Unit Development, Special Use–Site Plan Approval for the Wheeling Town Center Retail and Residential Planned Unit Development (Current Address 351 W. Dundee Road) [Docket No. 2016-20A]**
- **An Ordinance Granting Special Use–Site Plan Approval for an Indoor Theater (Current Address 351 W. Dundee Road) [Docket No. 2016-20B]**
- **A Resolution Approving the Preliminary Plat for Wheeling Town Center Subdivision (Current Address 351 W. Dundee Road) [Docket No. PC 16-11]**

**SUBMITTED BY:** Andrew C. Jennings
Director of Community Development

**BASIC DESCRIPTION OF ITEM[1]:** The petitioner is seeking multiple zoning actions with regard to the Wheeling Town Center Development. Final Planned Unit Development is requested for a retail and residential development, a Special Use is requested for an indoor theater, and approval of Preliminary Plat of Subdivision is requested.

**BUDGET[2]:** N/A

**BIDDING[3]:** N/A

**EXHIBIT(S) ATTACHED:**
Ordinances and Resolution
Engineering Division comments
Findings of Fact and Recommendation (draft)
Summary of updates since Prelim. PUD approval
Project description
PUD statistical sheet and list of variations
Residential building plans
Cinema building plans
Civil engineering plans
Landscape plans
Lighting plan
Preliminary plat of subdivision
Traffic study
Shared parking study
Declaration of covenants, reciprocal easements and operating agreement
Site work variance request letter and attachments

**RECOMMENDATION:** To approve

**SUBMITTED FOR BOARD CONSIDERATION:** VILLAGE MANAGER

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[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all* budgetary *considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

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# REQUEST FOR BOARD ACTION

**TO:** Jon Sfondilis
Village Manager

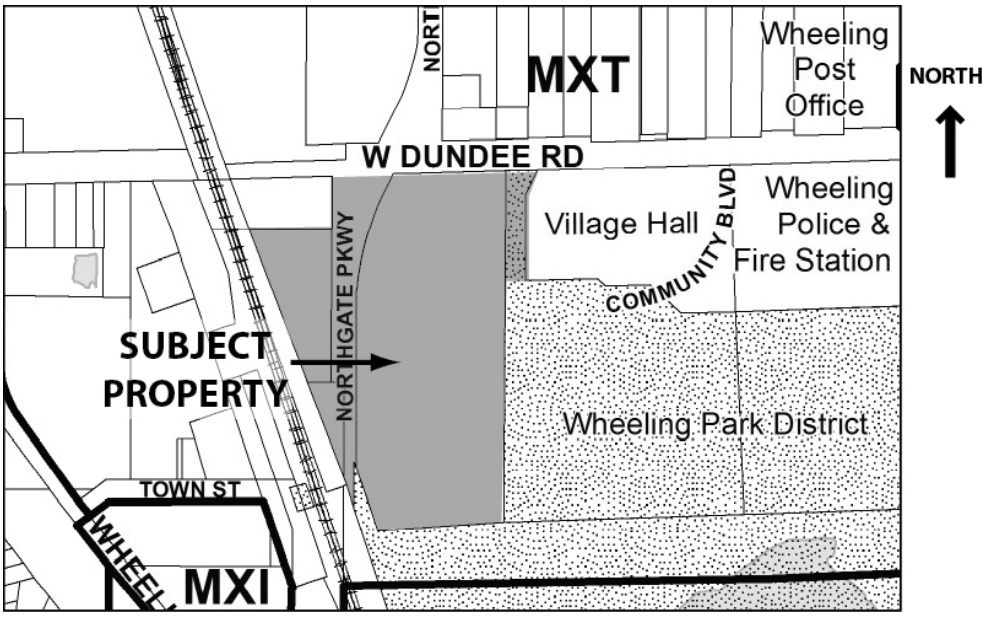
**FROM:** Andrew C. Jennings
Director of Community Development

**DATE:** October 17, 2016

**Docket Nos. 2016-20A&B and PC 16-11**
**Wheeling Town Center Development**
**351 W. Dundee Road**
**(2016-20A) Special Use–Site Plan Approval of a Final Retail & Residential Planned Unit Development**
**(2016-20B) Special Use–Site Plan Approval of an Indoor Theater**
**(PC 16-11) Approval of a Preliminary Plat of Subdivision**

**PROJECT OVERVIEW:** The petitioner is requesting multiple zoning requests. First, the petitioner is requesting Final Planned Unit Development approval to facilitate the construction of the Wheeling Town Center Development, which consists of the vacant parcel at 351 W. Dundee Road (former Wickes Furniture), the commuter parking for the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, all of which is zoned MXT Transit Oriented Mixed Use District and is comprised of a total of 16.72 acres. Second, the petitioner is requesting special use approval for an indoor movie theater (CMX). Lastly, the petitioner is requesting approval of a preliminary plat of subdivision.

**LOCATION MAP:**



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## PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, September 29, 2016, the following motions were made:

**Final PUD (Docket No. 2016-20A)**
Commissioner Powers moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-20A, Granting Final Approval of a Planned Unit Development, including Special Use-Site Plan-Building Appearance for the Wheeling Town Center Planned Unit Development, consisting of a master plan for a mixed-use transit-oriented development, as required under Chapter 19-05, Mixed-Use and Overlay Districts, Chapter 19-09 Planned Unit Developments, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, as shown on the Final PUD Exhibit List for the Wheeling Town Center Planned Unit Development, to be located on the property consisting of approximately 16.25 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois;

And with the following conditions of approval:

1. That all easement agreements necessary to support the Final PUD Plan are executed and recorded prior to land conveyance;
2. That the Final Plat of Subdivision and associated declaration are modified for consistency with the Final PUD Plans and various easement agreements and shall be submitted for approval as described in the Redevelopment Agreement prior to land conveyance.
3. Should Burger King agree to the temporary construction easement and sidewalk easement, the plans may be modified without further public review; and
4. Directional signage and/or striping shall be installed to alleviate traffic blockages and congestion from lack of northbound right turn lane on Northgate Parkway.

On the roll call, the vote was as follows:

| | |
|---|---|
| AYES: | Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara |
| NAYS: | None |
| ABSENT: | None |
| PRESENT: | None |
| ABSTAIN: | None |

There being seven affirmative votes, the motion was approved.

**Special Use Approval of an Indoor Theater (Docket No. 2016-20B)**
Commissioner Dorband moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-20B, Granting Special Use-Site Plan Approval for an Indoor Theater in the MXT Transit Oriented Mixed Use District, as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, as shown on the

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Final PUD Exhibit List for the Wheeling Town Center Planned Unit Development, to be located on the property consisting of approximately 16.25 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois;

On the roll call, the vote was as follows:

| | |
|---|---|
| AYES: | Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara |
| NAYS: | None |
| ABSENT: | None |
| PRESENT: | None |
| ABSTAIN: | None |

There being seven affirmative votes, the motion was approved.

**Preliminary Plat of Subdivision (Docket No. PC 16-11)**

Commissioner Johnson moved, seconded by Commissioner Issakoo to recommend approval of Docket No. PC 16-11; Preliminary Plat of Subdivision for the Wheeling Town Center under Title 17, Planning Subdivisions and Developments as shown on the Preliminary Plat received September 1, 2016, prepared by Gremley & Biedermann, Illinois Professional Land Surveyor No. 184-005332, on behalf of WTC LLC, for the property consisting of approximately 16.72 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois.

And with the following condition of approval:

1. That the comments in the Village Engineer's memo dated September 29, 2016 shall be addressed prior to approval of final plat of subdivision.

On the roll call, the vote was as follows:

| | |
|---|---|
| AYES: | Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara |
| NAYS: | None |
| ABSENT: | None |
| PRESENT: | None |
| ABSTAIN: | None |

There being seven affirmative votes, the motion was approved.

## GENERAL PROPERTY INFORMATION

| | |
|---|---|
| **Applicant Name:** | Brad Friedman, WTC LLC |
| **Property Owner Name:** | Village of Wheeling |

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| | |
|---|---|
| **Common Property Address:** | 351 W. Dundee Road |
| **Common Location:** | The vacant parcel at 351 W. Dundee Road (former Wickes Furniture), the commuter parking for the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway |
| **Neighboring Property Land Use(s):** | North: vacant across Dundee Road & commercial adjacent to Metra lot (Burger King)<br>West: Transportation (Railroad)<br>South: Open Space (Heritage Park)<br>East: Public (Village Hall and Recreation Center) |
| **Comprehensive Plan Designation:** | Transit-oriented mixed use |
| **Property size:** | Approximately 16.72 acres |
| **Existing Use of Property:** | Vacant; Metra parking; Northgate Parkway R-O-W |
| **Proposed Use of Property:** | Mixed-Use: apartments (301 units) and retail (100,000 sq. ft.). |
| **Existing Property Zoning:** | MXT – Transit-Oriented Mixed Use District |

**Previous Zoning Action on Property:**

2015-5 Wheeling Town Center Preliminary PUD, Ordinance No. 4991, passed February 1, 2016.

## Summary of Updates Subsequent to Preliminary PUD Approval

In accordance with the zoning code, a Final PUD petition must include plans that are substantially similar to the preliminary PUD. For a phased PUD the preliminary PUD plan must incorporate the entire tract and a Final PUD plan may be submitted for each phase of the development.

The first phase of the Wheeling Town Center PUD includes the portions of the tract labeled on the Preliminary Plat as the Northgate Parkway right-of-way, Lot 1A (residential building), Lot 1B (Village Green), Lot 9 (theater building), and Lot 10 (common area, including surface parking and roadway easement area). Since the common areas for the entire tract are included in Phase I, the buildings on Lot 2-8 may return as either individual buildings (for example, site plan and appearance review associated with a special use), or as a group under a separate Final PUD plan. In either case, the standards for elements such as parking requirements and landscaping as established in the current Final PUD review would apply.

The Final PUD submittal has been reviewed by Staff and has been determined to be in substantial conformance with the preliminary PUD approval. There are several items of note that differ somewhat from the preliminary PUD approval:

1. **Changes related to the anchor tenant.** The anchor tenant, which had been identified as Flix Brewhouse during the preliminary PUD, is now identified as CMX. The appearance

and operational details for the theater anchor will be considered as a separate Special Use petition, but reviewed concurrently with the Final PUD because it had been identified previously as part of the first phase. The change in anchor tenant has an impact on several aspects of the overall development plan: (a) footprint change caused reconfiguration of the western parking area, Village Green, and southern pedestrian way; (b) reduction in seats and employees reduced overall parking requirement – see #5 below; (c) building appearance has been modified; (d) elimination of independent restaurant area decreases demand for outdoor seating and increases likelihood of restaurant use in remaining buildings. These items were reviewed and discussed at a recent workshop with the Plan Commission.

2. **Increase in number of residential units.** The space within the residential building has been reconfigured, resulting in six (6) additional residential units (total of 301).

3. **Difficulty in obtaining easements from Burger King.** The preliminary PUD review included a discussion of coordination with Burger King to obtain easements that would: (a) allow improvements to the sidewalk and the Dundee Road eastbound right turn lane; and (b) allow for the reconfiguration of the entrance to Burger King from Northgate Parkway. The developer has been unable to come to terms with the landlord for Burger King for these easements. The Final PUD plans have been adjusted to reflect the existing right-of-way for the Dundee Road area. It may be possible to reconfigure the entrance to Burger King as shown on the plans because the improvements would be limited to area within the existing right-of-way.

4. **Removal of northbound right turn lane on Northgate Parkway.** The preliminary PUD plan for this leg of the intersection was four lanes (left, left, straight, right). The final PUD plan shows a three-lane configuration (left, left, straight/right shared). The version of the plan submitted for IDOT review did not include the dedicated northbound right turn lane. While IDOT did not object to the configuration, Staff has concerns that the elimination of the dedicated right turn will cause a backup in the shared lane the blocks the drive between C and D. Signage should be required to direct vehicles to the alternate exit at the east side of the development.

5. **Impact of reduction in parking demand.** As a result of the change in the parking demand related to the operational needs of the new anchor tenant, the overall parking demand for the development has decreased. The developer's plan is to retain the additional level on the garage to provide flexibility for leasing of the remaining commercial space. The assumptions of land uses that are included in the traffic study have also been adjusted to reflect a larger square footage of restaurant space outside of the anchor tenant building. Due to the decrease in overall demand and the decision to retain the additional level on the garage, Staff believes that there may be an opportunity to reconfigure the pedestrian access around the northeast parking lot to improve east–west access to Village Hall and enhance the pedestrian accommodations near the buildings adjacent to Dundee Road.

6. **Miscellaneous updates.** The introduction provided by the developer (Updates from Preliminary PUD Approval) describes several other minor modifications: (a) adjustments related to likelihood of two restaurants in buildings A and B along Dundee Road; (b)

increased size of landscape islands; (c) adjustment to regional storm sewer configuration; (d) realignment of the easternmost access drive.

There are a few items that relate to details that were not included in the preliminary review:

7. **Traffic study update for IDOT review.** The first step of the formal permit review (Intersection Design Study) was completed following the Preliminary PUD approval (see page 3 of the revised traffic study). Staff concurs with the development team traffic consultant's assessment that the IDOT comments did not materially impact the road improvements. However, as noted approve, Staff disagrees with the description of the removal of the right turn lane on northbound Northgate Parkway. IDOT was not provided with a plan that included the right turn lane, and Staff's concern is that the congestion that may result is a negative impact internal to the development that IDOT would be unlikely to object to.
8. **Code Amendment related to construction standards.** The developer's contractor for the residential building (William A. Randolph, Inc.) has requested the use of a wiring method using a material referred to as MC Cable (metal clad cable). While the Plan Commission does not review building code issues, Staff provided an opinion on the request on the public hearing record (see Findings of Fact). Procedurally, this would be an amendment to the Building Code. Staff would prepare the amendment for the Board's consideration only if directed by the Board.
9. **Code Relief related to site work / engineering.** The Village Engineer has been provided with requests for deviations from several standards of Title 17 (Planning, Subdivision, and Developments). The code relief involves items such as the use of PVC for the Village water main, use of lime stabilization, use of recycled aggregate in trench backfill and pavement base applications, and operation of an onsite concrete recycler.

The Preliminary PUD ordinance also identified several items that were expected to be addressed on the Final PUD plans. The following is a summary as to how the materials submitted in support of the Final PUD petition address each condition of approval from the preliminary PUD ordinance:

1. That reductions in parking, landscaping, building square footage, and walkways are anticipated in order to demonstrate proper accommodations for larger vehicles and utilities. The Final PUD plan shall clearly document the extent of these reductions. The utility plans shall be revised to the satisfaction of the Engineering Division and the Fire Department prior to Final PUD approval;

   **Update for Final PUD:** The turning radius diagram appears to have been revised prior to the modification in the site plan related to the footprint of the new anchor tenant building. The emergency vehicle path significantly overlaps the walkway west of the building. A new turning radius diagram should be produced for consistency, but the area in question is now a straight drive aisle and should not pose a problem. No other reductions in site features are indicated. The Plan Commission may wish to confirm whether this is due to decrease in overall parking demand.

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2. That the Final PUD submittal shall include an exhibit summarizing all of the agreements associated with the development, including but not limited to: easement for use of the Metra parcel, extension of the Station Area Development agreement, Park District roadway modification, Park District utility relocation easement, maintenance of roadways and parking areas, easements related to Burger King modifications and access, pipeline relocation agreement, and declarations associated with common property maintenance;

   **Update for Final PUD:** The exhibit summarizing these agreements is within the Updates from Preliminary PUD Approval document. Staff concurs with the majority of the statements, but would like to clarify several items.

   - There is a conceptual maintenance agreement referenced in the Station Area Development agreement that would need to be finalized and executed.
   - The Wheeling Park District must still approve the access easement modifications for the eastern access drive.
   - The utility easements, including those approved by the Park District, must be recorded.
   - The pipeline easement has not yet been provided to the Village for review and approval. A right-of-way plan, which has been distributed, would need to be converted into a format that can be recorded (including submittal of a grant of easement document).
   - The statement regarding the easement agreement with Burger King is not consistent with the plans. The plans have been modified to illustrate that the Dundee Road sidewalk will be completely within the right-of-way, which eliminates the parkway buffer in order to retain a dedicated right turn lane.
   - The Declaration of Covenants and Reciprocal Easement document is provided primarily in order to address the concern regarding long term maintenance. The document would ultimately be associated with the Final Plat for the development. The document must detail how the common property will be managed (such as an association) and must relate to the PUD approval so that deviations from the Village legislation are not possible without Village review. Items of concern are references to maintenance responsibility for the Village Green, drive aisles, parking areas, landscaping, lighting, and sanitary sewers, the processes for changing buildings and land uses in the future, and the distribution/use of parking stalls. Staff has completed a preliminary review, and thus far has the following comments: (a) Section 5.1A(x) appears to prohibit the residential building; (b) Section 6.11 may conflict with the public use of the commuter parking lot and the Village Green.

3. That a temporary construction easement shall be agreed upon by Burger King in order to construct the five parking stalls directly east of Burger King. If Burger King does not agree at present time, then the area may be landbanked for future construction of parking;

   **Update for Final PUD:** Burger King has not indicated agreement. The stalls have been removed from the plan.

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4. That the Preliminary Plat shall be submitted with the Final PUD submittal for Phase I, and include the following details:
    a. That all paved areas and miscellaneous improvements such as street lights, sidewalks, ADA crossings, signage, etc. within the property boundary shall be owned and maintained by the development, unless specifically addressed in the redevelopment agreement for the project;
    b. That the sanitary sewer system within the property boundary shall be owned and maintained by the development;
    c. The storm sewer system/facilities within the property boundary shall be owned and maintained by the development with the exception of the large diameter regional pipe that will connect Lake Heritage and the future development on the north side of Dundee Road; and
    d. That all water main shall be owned and maintained by the Village, with service connections from the main to the building owned and maintained by the development.

**Update for Final PUD:** There are features of the development that are located within the Northgate Parkway right-of-way (sign, landscaping). This must be addressed on the Final Plat. The ownership / maintenance of the sanitary sewer, storm sewers, and water main are detailed in the definition of Utility Lines in the Declaration of Covenants. On initial review, the definition appears to be consistent with the expectations from the preliminary PUD.

## STANDARDS FOR SPECIAL USE (for an Indoor Theater)

Following are standards for a special use with the petitioner's responses in italics. **(Senior Planner comments are in bold.)**

1. State why the Special Use is necessary for the public convenience at the proposed location.

    *"CMX will serve as the anchor tenant to the Wheeling Town Center. They will open and operate a free-standing first-run movie theater that willhave10 luxurious auditorium screening rooms. The building will be approximately 37,640Sq Ft with 795 extra wide seats. The entrance will be open to the public and built-out with a stylish lounge, beverage area, and a high-end food concession stand. CMX has teamed up with Lettuce Entertain You to help create a carefully curated menu with a selection of delectable meals. Successful Town Centers need an entertainment component in order to maintain an edge and become competitive in the retail leasing market. Movie theaters are a huge traffic generator and help create a town center vibe that will bring the community together."*

    **The proposed use will anchor the Town Center retail development.**

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

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*"CMX will significantly enhance the current condition of the subject property which is vacant land. CMX is making a $17 million investment to the Wheeling Town Center and is providing a high-end luxury cinema with food that is inspired by Lettuce Entertain You. It is the ideal use for the Town Center. CMX is the 6th largest movie theater chain in the world with strong financials and excellent staying power. The area fantastic anchor tenant that will help us attract other high-end restaurants and retailers. It is exactly what the community and Board members are looking for. CMX will serve as a landmark and a centerpiece that becomes part of the fiber of the community."*

**The proposed use will complement the retail core of the Town Center and Village Green. People who go to the proposed theater will likely visit other stores and/or restaurants in the Town Center development.**

3. State how the location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is to be located and the development of surrounding properties.

*"CMX will allow the Town Center to thrive and attract additional retail establishments and high-end restaurants. The Shared Parking Analysis has improved based on the lower number of seats (due to extra wide seating) and a lower employee count. CMX is very satisfied with the current Town Center Site Plan, parking layout, access points, and traffic flow."*

**The proposed use will have a lower parking demand that the theater tenant that was proposed at the time of Preliminary PUD approval. As such, parking and traffic flow will be more efficient in the overall Town Center development.**

4. State how the location, nature and height of buildings, walls and fences, and the nature and *extent* of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof.

*"CMX is making a significant investment into the Town Center project. They strive to be the leader in high-end luxury movie theaters with full service food and beverage selections. The exterior of their elevation plans are modem and elegant making a strong statement of staying power and allure. They have in-house architects and designers that have been working with our internal design team to ensure that the building plans fit within the Town Center Site Plan. See building elevations and perspective renderings for a more comprehensive Idea of their build-out intentions. We have encouraged CMX to provide outdoor seating, and we provided an area that we think is appropriate."*

**The proposed use compliments the Town Center with its expansive glass walls and dedicated area for outdoor seating that encourages patrons to move between the Village Green and other retail/restaurant uses of the overall development.**

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5. State how the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances, and the development will not cause traffic congestion.

   *"See updated Shared Parking Analysis, Traffic Report and Site Plan."*

   **The proposed use will have a lower parking demand that the theater tenant that was proposed at the time of Preliminary PUD approval. As such, parking and traffic flow will be more efficient in the overall Town Center development.**

6. State how the special use will conform to all applicable regulations and standards of the zoning district in which it is to be located.

   *"This high-end luxury cinema with food and beverage items suggested by Lettuce Entertain You is necessary to establish the success of the Town Center, attract restaurants, and create a thriving gathering place for the community."*

   **While no zoning variations are required specifically for this use, several zoning and sign variations are required for the overall PUD and are called out on the PUD statistical sheet and list of variations.**

## STAFF REVIEW

**Fire Department Review:** The Fire Department has received the attached plans and has indicated the following, "Fire Department staff has been meeting regularly with the developer to address items that were included in prior reviews and at this time the items remaining would be addressed in the permitting process."

**Engineering Review:** The Engineering Division has received the attached plans and has provided a review memo dated 9.29.2016.

**Senior Planner's Recommendation to the Plan Commission:** Staff further recommended approval of the proposed Final PUD, Indoor Theater Special Use, and Preliminary Plat of Subdivision subject to discussion of the following:

1. Whether the right turn lane on northbound Northgate Parkway can be omitted;
2. Whether sufficient detail has been provided regarding the building materials for CMX;
3. Whether additional pedestrian accommodations are needed in the northeast quadrant; and
4. Staff recommendations regarding the site work variance request and the MC cable request.

## CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission's recommendation for the petition is in three parts. The conditions of approval in each piece of legislation are discussed below.

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I. The Final PUD petition included the following four conditions of approval, which are listed in the attached Final PUD ordinance, **with staff's modified language in bold**:

1. That all easement agreements necessary to support the Final PUD Plan are executed and recorded prior to land conveyance;
2. That the Final Plat of Subdivision and associated declaration are modified for consistency with the Final PUD Plans and various easement agreements **(including, but not limited to, the Park District cross-access easement)** and shall be submitted for approval as described in the Redevelopment Agreement prior to land conveyance.
3. Should Burger King agree to the temporary construction easement and sidewalk easement, the plans may be modified without further public review; and
4. Directional signage and/or striping shall be installed to alleviate traffic blockages and congestion from lack of northbound right turn lane on Northgate Parkway.

II. The Special Use petition for the Indoor Theater (CMX) did not include any conditions of approval.

III. The Preliminary Plat of Subdivision petition included the following condition of approval (which is included in the attached Preliminary Plat of Subdivision Resolution):

1. That the comments in the Village Engineer's memo dated September 29, 2016 shall be addressed prior to approval of final plat of subdivision.

## MODIFICATIONS TO PLANS FOLLOWING PLAN COMMISSION RECOMMENDATION

The Final PUD plans have not been modified following the Plan Commission review.

## DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

At the Plan Commission hearing, the developer gave an update of the progress since the Preliminary PUD approval in February of 2016 and introduced the new indoor theater tenant, CMX.

The Plan Commission discussed the changes that occurred to the plans since the Preliminary PUD approval. The Plan Commission also asked general questions about the site at it relates to pedestrian and vehicular access, exterior materials for the theater and residential buildings, the code relief requested. The primary topic discussed was whether the omission of the northbound right turn lane on Northgate Parkway would cause a significant negative impact on traffic flow. The consensus of the Plan Commission was the signage and pavement markings would be adequate in preventing congestion along Northgate Parkway.

Two draft ordinances and one resolution for the Board's consideration are attached. The Final Planned Unit Development ordinance for the Wheeling Town Center Retail and Residential

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development includes four conditions of approval recommended by the Plan Commission. The Special Use ordinance for the CMX indoor theater does not includes any conditions of approval. The draft Resolution approving the Preliminary Plat of Subdivision is conditioned on the Village Engineer's comments being addressed prior to approval of the final plat.

Andrew C. Jennings, AICP
Director of Community Development

**Attachments:** Ordinances and Resolution (precede this report)
Findings of Fact and Recommendation (Draft)
Engineering Division Memo, 9.29.2016

**Final PUD Exhibits List (all exhibits submitted September 1, 2016 unless otherwise noted):**
Summary of updates since Preliminary PUD approval in February 2016
Project description
PUD statistical sheet and list of variations
Residential building plans

- Cover Sheet
- PUD-100 Architectural Site Plan
- PUD-111 Residential Level 1 Floor Plan
- PUD-112 Residential Level 2 Floor Plan
- PUD-113 Residential Level 3-5 Floor Plan
- PUD-116 Residential Roof Plan
- PUD-117 Garage Roof Plan
- PUD-200 Residential Exterior Elevations
- PUD-201 Residential Exterior Elevations
- PUD-202 Residential Exterior Elevations

Cinema building plans (10 sheets)

- A100 Master Plan, 9.22.2016
- A101 Ground Level
- A102 Upper Level
- A103 Roof Level
- A104 Facades East & North Finish Proposal
- A104a Facades South & West Finish Proposal
- A105 General Sections
- A106 Elevations
- Renderings (2 sheets)

Civil engineering plans (29 sheets)

- C-0.1 General Notes
- C-0.2 MWRD & GC General Notes

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- C-0.3 Cover Sheet
- C-0.4 Cover Sheet
- C-1.1 Site Demolition Plan (North)
- C-1.2 Site Demolition Plan (South)
- C-2.1 Site Geometry Plan (North)
- C-2.2 Site Geometry Plan (South)
- C-3.1 Site Utility Plan Storm (North)
- C-3.2 Site Utility Plan Storm (South)
- C-3.3 Site Utility Plan Sanitary (North)
- C-3.4 Site Utility Plan Sanitary (South)
- C-3.5 Site Utility Plan Water (North)
- C-3.6 Site Utility Plan Water (South)
- C-4.1 Site Grading & Paving Plan (North)
- C-42 Site Grading & Paving Plan (South)
- C-5.1 Soil Erosion & Sediment Control Plan (North)
- C-5.2 Soil Erosion & Sediment Control Plan (South)
- C-6.1 Site Work Details
- C-6.2 Site Work Details
- C-6.3 Site Work Details
- C-6.4 Site Work Details
- C-6.5 Site Work Details
- C-6.6 Site Work Details
- C-6.7 Site Work Details
- CX-1.1 Drainage Exhibit (North)
- CX-1.2 Drainage Exhibit (South)
- CX-2.1 Fire Truck Movement
- CX5.1 Section Views

Landscape plans, 9.20.2016 (15 sheets)

- L0.0 Tree Survey
- L1.0 Overall Landscape Plan & Sheet Key
- L1.1 Landscape Plan
- L1.2 Landscape Plan
- L1.3 Landscape Plan
- L1.4 Landscape Plan
- L1.5 Landscape Plant List
- L1.6 Landscape Plant Palette
- L2.0 Overall Layout & Sheet Key
- L2.1 Layout Plan
- L2.2 Layout Plan – Northgate Parkway
- L2.21 Northgate Parkway
- L2.3 Layout Plan – Village Green
- L2.4 Layout Plan
- L3.0 Irrigation Plan

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Lighting plan
Preliminary plat of subdivision
Traffic study
Shared parking study
Declaration of covenants, reciprocal easements and operating agreement
Site work variance request letter and attachments
Contractor request to utilize a restricted wiring method (metal clad cable, Type MC)

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**Docket No. 2016-20A**

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING FINAL PLANNED UNIT DEVELOPMENT, SPECIAL USE-SITE PLAN APPROVAL FOR THE WHEELING TOWN CENTER RETAIL AND RESIDENTIAL PLANNED UNIT DEVELOPMENT (CURRENT ADDRESS 351 W. DUNDEE ROAD)**

**WHEREAS,** the Plan Commission of the Village of Wheeling held a public meeting, duly noticed, on September 29, 2016 to consider a request for Final Planned Unit Development, Special Use, Site Plan, and Building Appearance Approval under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05, Mixed Use and Overlay Districts; Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations; and Chapter 19-12 Site Plan Approval Requirements, and associated sections, for the development of the Wheeling Town Center Development, to be located on the vacant parcel at 351 W. Dundee Road (former Wickes Furniture), the commuter parking to the east of the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, all of which is zoned MXT Transit Oriented Mixed Use District; and

**WHEREAS**, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with the motion recommending approval subject to conditions that passed by a vote of 7 ayes, 0 nays, 0 absent and 0 abstaining; and

**WHEREAS,** the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for Final Planned Unit Development, Special Use, Site Plan, and Building Appearance Approval for the development of the property located on the vacant parcel at 351 W. Dundee Road (former Wickes Furniture), the commuter parking for the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, subject to conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use is necessary for the public convenience at that location;
- That the special use as requested will not alter the essential character of the area in which it is to be located;

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- That the location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;

- That the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof;

- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and

- That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

**Section B**

A Final Planned Unit Development Plan in the MXT Transit-Oriented Mixed-Use District is hereby approved under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-09 Planned Unit Developments, for a development as shown on Sheet PUD-100, Architectural Site Plan, received September 21, 2016, prepared by Callison RTKL, on behalf of WTC, LLC, herein attached and made part of, to be located on the vacant property commonly known as 351 W. Dundee Road, legally described below:

LEGAL DESCRIPTION:

Parcel 1
That part of West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, Together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, Together with Lot 2 in Owner's Subdivision of that part of Section 3 lying South of Dundee Road and the North 475.00 feet of Section 10, both lying East of the Wisconsin Central Railroad, in Township 42 North, Range 11, East of the Third Principal Meridian, recorded August 9, 1922 as document 7604075, Together with that part of the public way commonly known as Northgate Parkway lying in Sections 2, 3, 10 and 11, Together with that part of the Minneapolis, Saint Paul and Sault Saint Marie Railroad right of way lying in Sections 10 and 11, All in Township 42 North, Range 11, East of the Third Principal Meridian, All taken as a tract and described as follows:
Beginning at the Northeast corner of Lot 1 in Wickes Corporation Subdivision, aforesaid; thence South 00 degrees 12 minutes 27 seconds West, along the East line of said Lot 1, a distance of 1102.77 feet to the Southeast corner thereof; thence South 88 degrees 18 minutes 44 seconds West, along the South line of said Lot 1, a distance of 393.88 feet to the Southwest corner thereof; thence North 18 degrees 18 minutes 21 seconds West along a Southwesterly line of said Lot 1 and Northwesterly extension thereof, a distance of 256.25 feet to the East line of 33.00 foot wide Northgate Parkway; thence South 00 degrees 11 minutes 53 seconds West along the East

line of said Northgate Parkway, 158.91 feet to the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad; thence North 18 degrees 18 minutes 25 seconds West along said Northeasterly right of way line, 59.48 feet; thence South 71 degrees 41 minutes 35 seconds West, 76.50 feet; thence North 18 degrees 18 minutes 25 seconds West, parallel with the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, 856.58 feet to its point of intersection with the Westerly extension of the North line of Lot 2 in Owner's Subdivision, aforesaid; thence North 89 degrees 51 minutes 41 seconds East, along the North line of said Lot 2, a distance of 305.30 feet to the Northeast corner thereof, being also the Southeast corner of Lot 1 in said Owner's Subdivision; thence North 00 degrees 20 minutes 40 seconds East along the East line of said Lot 1 in said Owner's Subdivision, a distance of 167.74 feet to the South line of 100 foot wide Dundee Road; thence North 88 degrees 17 minutes 46 seconds East along the South line of said Dundee Road and the North line of said Lot 1 in Wickes Corporation Subdivision, 533.04 feet to the point of beginning, in Cook County, Illinois;

Parcel 2
That part of the West ½ of the Northwest ¼ of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by the following described lines:
On the Northeast by a Southwesterly line of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, and the Northwesterly extension of said Southwesterly line of said Lot 1, and On the West by a line 33 feet East of and parallel to the West line of said West ½ of the Northwest ¼ of Section 11, and On the Southwest by the Easterly (or Northeasterly) right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, and On the South by the Westerly extension of the South line of said Lot 1 in said Wickes Corporation Subdivision, In Cook County, Illinois;

Parcel 3
That part of the West 1/2 of the Northwest 1/4 of Section 11 and that part of the East 1/2 of the Northeast 1/4 of Section 10, both in Township 42 North, Range 11 East of the Third Principal Meridian, described as follows:
Commencing at the Southwest corner of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696; thence South 88 degrees 15 minutes 59 seconds West along the South line, extended, of said Lot 1, a distance of 52.18 feet to a point on the original Easterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad for the point of beginning; Thence South 18 degrees 21 minutes 03 seconds East along said Easterly right of way line, a distance of 84.47 feet; thence South 71 degrees 38 minutes 57 seconds West, a distance of 50.00 feet; thence North 18 degrees 21 minutes 03 seconds West parallel with said Easterly right of way line, a distance of 257.00 feet; thence North 71 degrees 38 minutes 57 seconds East, a distance of 50.00 feet to a point on said Easterly right of way line; thence South 18 degrees 21 minutes 03 seconds East along said right of way line, a distance of 172.53 feet to the point of beginning, in Cook County, Illinois, in the manner represented on the plat hereon drawn.

(The above described property consists of the vacant parcel at 351 W. Dundee Road [former Wickes Furniture], the commuter parking to the east of the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, and is zoned MXT Transit-Oriented Mixed-Use District.)

**Section C**

A Special Use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05, Mixed Use and Overlay Districts; and Chapter 19-10

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Use Regulations, Section 19.10.030 Special Uses; for a Planned Unit Development, subject to conditions, as shown on the Final Planned Unit Development Plan for the property legally described in Section B of this ordinance.

**Section D**

Final Site Plan, Landscape and Building Elevation Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-09 Planned Unit Developments, and as approved the site shall be developed substantially in conformance with the following plans/exhibits submitted September 1, 2016, except as noted, by WTC LLC, for the development of the parcels legally described in Section B of this ordinance:

- Summary of updates since Preliminary PUD approval in February 2016 (3 sheets)
- Project description (2 sheets)
- PUD statistical sheet and list of variations (13 sheets)
- Residential building plans 9.21.2016 (10 sheets)
  - Cover Sheet
  - PUD-100 Architectural Site Plan
  - PUD-111 Residential Level 1 Floor Plan
  - PUD-112 Residential Level 2 Floor Plan
  - PUD-113 Residential Level 3-5 Floor Plan
  - PUD-116 Residential Roof Plan
  - PUD-117 Garage Roof Plan
  - PUD-200 Residential Exterior Elevations
  - PUD-201 Residential Exterior Elevations
  - PUD-202 Residential Exterior Elevations
- Cinema building plans (10 sheets)
  - A100 Master Plan, 9.22.2016
  - A101 Ground Level
  - A102 Upper Level
  - A103 Roof Level
  - A104 Facades East & North Finish Proposal
  - A104a Facades South & West Finish Proposal
  - A105 General Sections
  - A106 Elevations
  - Renderings (2 sheets)
- Civil engineering plans (29 sheets)
  - C-0.1 General Notes
  - C-0.2 MWRD & GC General Notes
  - C-0.3 Cover Sheet
  - C-0.4 Cover Sheet
  - C-1.1 Site Demolition Plan (North)

  - C-1.2 Site Demolition Plan (South)
  - C-2.1 Site Geometry Plan (North)
  - C-2.2 Site Geometry Plan (South)
  - C-3.1 Site Utility Plan Storm (North)
  - C-3.2 Site Utility Plan Storm (South)
  - C-3.3 Site Utility Plan Sanitary (North)
  - C-3.4 Site Utility Plan Sanitary (South)
  - C-3.5 Site Utility Plan Water (North)
  - C-3.6 Site Utility Plan Water (South)
  - C-4.1 Site Grading & Paving Plan (North)
  - C-42 Site Grading & Paving Plan (South)
  - C-5.1 Soil Erosion & Sediment Control Plan (North)
  - C-5.2 Soil Erosion & Sediment Control Plan (South)
  - C-6.1 Site Work Details
  - C-6.2 Site Work Details
  - C-6.3 Site Work Details
  - C-6.4 Site Work Details
  - C-6.5 Site Work Details
  - C-6.6 Site Work Details
  - C-6.7 Site Work Details
  - CX-1.1 Drainage Exhibit (North)
  - CX-1.2 Drainage Exhibit (South)
  - CX-2.1 Fire Truck Movement
  - CX5.1 Section Views
- Landscape plans, 9.20.2016 (15 sheets)
  - L0.0 Tree Survey
  - L1.0 Overall Landscape Plan & Sheet Key
  - L1.1 Landscape Plan
  - L1.2 Landscape Plan
  - L1.3 Landscape Plan
  - L1.4 Landscape Plan
  - L1.5 Landscape Plant List
  - L1.6 Landscape Plant Palette
  - L2.0 Overall Layout & Sheet Key
  - L2.1 Layout Plan
  - L2.2 Layout Plan – Northgate Parkway
  - L2.21 Northgate Parkway
  - L2.3 Layout Plan – Village Green
  - L2.4 Layout Plan
  - L3.0 Irrigation Plan
- Lighting plan
- Preliminary plat of subdivision (3 sheets)
- Traffic study, 9.07.2016 (12 sheets)
- Shared parking study (11 sheets)
- Declaration of covenants, reciprocal easements and operating agreement (37 sheets)

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- Site work variance request letter and attachments, 9.21.2016 (6 sheets)
- MC cable variance request letter and attachments, 9.22.2016 (12 sheets)

**Section E**

The Final Planned Unit Development, Special Use, Site Plan and Building Appearance Approval granted in Sections B, C, and D of this ordinance are subject to the following conditions:

1. That all easement agreements necessary to support the Final PUD Plan are executed and recorded prior to land conveyance;
2. That the Final Plat of Subdivision and associated declaration are modified for consistency with the Final PUD Plans and various easement agreements (including, but not limited to, the Park District cross-access easement) and shall be submitted for approval as described in the Redevelopment Agreement prior to land conveyance.
3. Should Burger King agree to the temporary construction easement and sidewalk easement, the plans may be modified without further public review; and
4. Directional signage and/or striping shall be installed to alleviate traffic blockages and congestion from lack of northbound right turn lane on Northgate Parkway.

**Section F**

All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

**Section G**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____moved, seconded by Trustee_____, that Ordinance No. _____be passed, this _____day of_____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

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_____

Dean S. Argiris

Village President

ATTEST:

_____

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____

Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

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**Docket No. 2016-20B**

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING SPECIAL USE–SITE PLAN APPROVAL FOR AN INDOOR THEATER (CURRENT ADDRESS 351 W. DUNDEE ROAD)**

**WHEREAS,** the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on September 29, 2016 to consider the petitioner's request for special use, site plan and building appearance approval in order to establish an indoor theater in the Wheeling Town Center development; and

**WHEREAS,** this Ordinance is related to Docket No. 2016-20A, a petition for Final Planned Unit Development Special Use-Site Plan Approval for the Wheeling Town Center Retail and Residential Development, which must be approved prior to approval of the special use petition under Docket No. 2016-20B; and

**WHEREAS,** the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted with a vote of 7 ayes, 0 nays, 0 abstaining and 0 absent; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use is necessary for the public convenience at that location:
- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;

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- That the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof;

- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and

- That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

**Section B**

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish an indoor theater to be located in Lot 9 the pending Wheeling Town Center Subdivision, legally described below:

LEGAL DESCRIPTION:

Parcel 1
That part of West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, Together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, Together with Lot 2 in Owner's Subdivision of that part of Section 3 lying South of Dundee Road and the North 475.00 feet of Section 10, both lying East of the Wisconsin Central Railroad, in Township 42 North, Range 11, East of the Third Principal Meridian, recorded August 9, 1922 as document 7604075, Together with that part of the public way commonly known as Northgate Parkway lying in Sections 2, 3, 10 and 11, Together with that part of the Minneapolis, Saint Paul and Sault Saint Marie Railroad right of way lying in Sections 10 and 11, All in Township 42 North, Range 11, East of the Third Principal Meridian, All taken as a tract and described as follows:
Beginning at the Northeast corner of Lot 1 in Wickes Corporation Subdivision, aforesaid; thence South 00 degrees 12 minutes 27 seconds West, along the East line of said Lot 1, a distance of 1102.77 feet to the Southeast corner thereof; thence South 88 degrees 18 minutes 44 seconds West, along the South line of said Lot 1, a distance of 393.88 feet to the Southwest corner thereof; thence North 18 degrees 18 minutes 21 seconds West along a Southwesterly line of said Lot 1 and Northwesterly extension thereof, a distance of 256.25 feet to the East line of 33.00 foot wide Northgate Parkway; thence South 00 degrees 11 minutes 53 seconds West along the East line of said Northgate Parkway, 158.91 feet to the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad; thence North 18 degrees 18 minutes 25 seconds West along said Northeasterly right of way line, 59.48 feet; thence South 71 degrees 41 minutes 35 seconds West, 76.50 feet; thence North 18 degrees 18 minutes 25 seconds West, parallel with the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, 856.58 feet to its point of intersection with the Westerly extension of the North line of Lot 2 in Owner's Subdivision, aforesaid; thence North 89 degrees 51 minutes 41 seconds East, along the North line of said Lot 2, a distance of 305.30 feet to the Northeast corner thereof, being also the Southeast corner of Lot 1 in said Owner's Subdivision; thence North 00 degrees 20 minutes 40 seconds East along the East line of said Lot 1 in said Owner's Subdivision, a distance

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of 167.74 feet to the South line of 100 foot wide Dundee Road; thence North 88 degrees 17 minutes 46 seconds East along the South line of said Dundee Road and the North line of said Lot 1 in Wickes Corporation Subdivision, 533.04 feet to the point of beginning, in Cook County, Illinois;

Parcel 2
That part of the West ½ of the Northwest ¼ of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by the following described lines:
On the Northeast by a Southwesterly line of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, and the Northwesterly extension of said Southwesterly line of said Lot 1, and On the West by a line 33 feet East of and parallel to the West line of said West ½ of the Northwest ¼ of Section 11, and On the Southwest by the Easterly (or Northeasterly) right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, and On the South by the Westerly extension of the South line of said Lot 1 in said Wickes Corporation Subdivision, In Cook County, Illinois;

Parcel 3
That part of the West 1/2 of the Northwest 1/4 of Section 11 and that part of the East 1/2 of the Northeast 1/4 of Section 10, both in Township 42 North, Range 11 East of the Third Principal Meridian, described as follows:
Commencing at the Southwest corner of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696; thence South 88 degrees 15 minutes 59 seconds West along the South line, extended, of said Lot 1, a distance of 52.18 feet to a point on the original Easterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad for the point of beginning; Thence South 18 degrees 21 minutes 03 seconds East along said Easterly right of way line, a distance of 84.47 feet; thence South 71 degrees 38 minutes 57 seconds West, a distance of 50.00 feet; thence North 18 degrees 21 minutes 03 seconds West parallel with said Easterly right of way line, a distance of 257.00 feet; thence North 71 degrees 38 minutes 57 seconds East, a distance of 50.00 feet to a point on said Easterly right of way line; thence South 18 degrees 21 minutes 03 seconds East along said right of way line, a distance of 172.53 feet to the point of beginning, in Cook County, Illinois, in the manner represented on the plat hereon drawn.

(The above described property consists of the pending Wheeling Town Center Subdivision at 351 W. Dundee Road [former Wickes Furniture], the commuter parking to the east of the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, and is zoned MXT Transit-Oriented Mixed-Use District. The proposed special use would be located on Lot 9 of the pending Wheeling Town Center Subdivision.)

**Section C**

Site Plan and Building Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be developed substantially in conformance with the following plans/exhibits submitted September 1, 2016, except as noted, by WTC LLC, for the development of the parcels legally described in Section B of this ordinance:

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- Summary of updates since Preliminary PUD approval in February 2016 (3 sheets)
- Project description (2 sheets)
- PUD statistical sheet and list of variations (13 sheets)
- Residential building plans 9.21.2016 (10 sheets)
  - Cover Sheet
  - PUD-100 Architectural Site Plan
  - PUD-111 Residential Level 1 Floor Plan
  - PUD-112 Residential Level 2 Floor Plan
  - PUD-113 Residential Level 3-5 Floor Plan
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  - PUD-117 Garage Roof Plan
  - PUD-200 Residential Exterior Elevations
  - PUD-201 Residential Exterior Elevations
  - PUD-202 Residential Exterior Elevations
- Cinema building plans (10 sheets)
  - A100 Master Plan, 9.22.2016
  - A101 Ground Level
  - A102 Upper Level
  - A103 Roof Level
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  - A104a Facades South & West Finish Proposal
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  - C-2.2 Site Geometry Plan (South)
  - C-3.1 Site Utility Plan Storm (North)
  - C-3.2 Site Utility Plan Storm (South)
  - C-3.3 Site Utility Plan Sanitary (North)
  - C-3.4 Site Utility Plan Sanitary (South)
  - C-3.5 Site Utility Plan Water (North)
  - C-3.6 Site Utility Plan Water (South)
  - C-4.1 Site Grading & Paving Plan (North)
  - C-42 Site Grading & Paving Plan (South)
  - C-5.1 Soil Erosion & Sediment Control Plan (North)
  - C-5.2 Soil Erosion & Sediment Control Plan (South)
  - C-6.1 Site Work Details
  - C-6.2 Site Work Details

  - C-6.3 Site Work Details
  - C-6.4 Site Work Details
  - C-6.5 Site Work Details
  - C-6.6 Site Work Details
  - C-6.7 Site Work Details
  - CX-1.1 Drainage Exhibit (North)
  - CX-1.2 Drainage Exhibit (South)
  - CX-2.1 Fire Truck Movement
  - CX5.1 Section Views
- Landscape plans, 9.20.2016 (15 sheets)
  - L0.0 Tree Survey
  - L1.0 Overall Landscape Plan & Sheet Key
  - L1.1 Landscape Plan
  - L1.2 Landscape Plan
  - L1.3 Landscape Plan
  - L1.4 Landscape Plan
  - L1.5 Landscape Plant List
  - L1.6 Landscape Plant Palette
  - L2.0 Overall Layout & Sheet Key
  - L2.1 Layout Plan
  - L2.2 Layout Plan – Northgate Parkway
  - L2.21 Northgate Parkway
  - L2.3 Layout Plan – Village Green
  - L2.4 Layout Plan
  - L3.0 Irrigation Plan
- Lighting plan
- Preliminary plat of subdivision (3 sheets)
- Traffic study, 9.07.2016 (12 sheets)
- Shared parking study (11 sheets)
- Declaration of covenants, reciprocal easements and operating agreement (37 sheets)
- Site work variance request letter and attachments, 9.21.2016 (6 sheets)

**Section E**

All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

**Section G**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____moved, seconded by Trustee_____,

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that Ordinance No. _____be passed, this _____day of_____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

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**Docket No. PC 16-11**

**RESOLUTION 16-_____**

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR WHEELING TOWN CENTER SUBDIVISION (CURRENT ADDRESS 351 W. DUNDEE ROAD)**

**WHEREAS** WTC LLC, Contract Owner, has submitted a preliminary plat of subdivision known as Wheeling Town Center Subdivision, received September 1, 2016, prepared by Gremley & Biedermann, Illinois Professional Land Surveyor No. 184-005332, on behalf of WTC LLC, for the property consisting of approximately 16.72 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois:

## LEGAL DESCRIPTION:

Parcel 1
That part of West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, Together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, Together with Lot 2 in Owner's Subdivision of that part of Section 3 lying South of Dundee Road and the North 475.00 feet of Section 10, both lying East of the Wisconsin Central Railroad, in Township 42 North, Range 11, East of the Third Principal Meridian, recorded August 9, 1922 as document 7604075, Together with that part of the public way commonly known as Northgate Parkway lying in Sections 2, 3, 10 and 11, Together with that part of the Minneapolis, Saint Paul and Sault Saint Marie Railroad right of way lying in Sections 10 and 11, All in Township 42 North, Range 11, East of the Third Principal Meridian, All taken as a tract and described as follows:
Beginning at the Northeast corner of Lot 1 in Wickes Corporation Subdivision, aforesaid; thence South 00 degrees 12 minutes 27 seconds West, along the East line of said Lot 1, a distance of 1102.77 feet to the Southeast corner thereof; thence South 88 degrees 18 minutes 44 seconds West, along the South line of said Lot 1, a distance of 393.88 feet to the Southwest corner thereof; thence North 18 degrees 18 minutes 21 seconds West along a Southwesterly line of said Lot 1 and Northwesterly extension thereof, a distance of 256.25 feet to the East line of 33.00 foot wide Northgate Parkway; thence South 00 degrees 11 minutes 53 seconds West along the East line of said Northgate Parkway, 158.91 feet to the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad; thence North 18 degrees 18 minutes 25 seconds West along said Northeasterly right of way line, 59.48 feet; thence South 71 degrees 41 minutes 35 seconds West, 76.50 feet; thence North 18 degrees 18 minutes 25 seconds West, parallel with the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, 856.58 feet to its point of intersection with the Westerly extension of the North line of Lot 2 in Owner's Subdivision, aforesaid; thence North 89 degrees 51 minutes 41 seconds East, along the North line of said Lot 2, a distance of 305.30 feet to the Northeast corner thereof, being also the Southeast corner of Lot 1 in said Owner's Subdivision; thence North 00 degrees 20 minutes 40 seconds East along the East line of said Lot 1 in said Owner's Subdivision, a distance of 167.74 feet to the South line of 100 foot wide Dundee Road; thence North 88 degrees 17 minutes 46 seconds East along the South line of said Dundee Road and the North line of said Lot 1 in Wickes Corporation Subdivision, 533.04 feet to the point of beginning, in Cook County, Illinois;

Parcel 2

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That part of the West ½ of the Northwest ¼ of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by the following described lines:
On the Northeast by a Southwesterly line of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, and the Northwesterly extension of said Southwesterly line of said Lot 1, and On the West by a line 33 feet East of and parallel to the West line of said West ½ of the Northwest ¼ of Section 11, and On the Southwest by the Easterly (or Northeasterly) right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, and On the South by the Westerly extension of the South line of said Lot 1 in said Wickes Corporation Subdivision, In Cook County, Illinois;

Parcel 3
That part of the West 1/2 of the Northwest 1/4 of Section 11 and that part of the East 1/2 of the Northeast 1/4 of Section 10, both in Township 42 North, Range 11 East of the Third Principal Meridian, described as follows:
Commencing at the Southwest corner of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696; thence South 88 degrees 15 minutes 59 seconds West along the South line, extended, of said Lot 1, a distance of 52.18 feet to a point on the original Easterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad for the point of beginning; Thence South 18 degrees 21 minutes 03 seconds East along said Easterly right of way line, a distance of 84.47 feet; thence South 71 degrees 38 minutes 57 seconds West, a distance of 50.00 feet; thence North 18 degrees 21 minutes 03 seconds West parallel with said Easterly right of way line, a distance of 257.00 feet; thence North 71 degrees 38 minutes 57 seconds East, a distance of 50.00 feet to a point on said Easterly right of way line; thence South 18 degrees 21 minutes 03 seconds East along said right of way line, a distance of 172.53 feet to the point of beginning, in Cook County, Illinois, in the manner represented on the plat hereon drawn.

(The above described property consists of the vacant parcel at 351 W. Dundee Road [former Wickes Furniture], the commuter parking to the east of the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, and is zoned MXT Transit-Oriented Mixed-Use District.) [PINs 03-11-100-021, 03-10-202-002, 03-10-202-003, and 03-10-202-006,]).

**WHEREAS,** the Plan Commission of the Village of Wheeling has held a public meeting, duly noticed, on September 29, 2016, and reviewed the preliminary plat under the requirements of Title 17, Planning, Subdivisions and Developments, of the Wheeling Municipal Code, and has subsequently recommended approval of the Preliminary Plat of Wheeling Town Center, by a vote of 7 ayes and 0 nays;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS,** that the Village Board hereby approves the Preliminary Plat of Wheeling Town Center Subdivision received September 1, 2016, prepared by Gremley & Biedermann, Illinois Professional Land Surveyor No. 184-005332, on behalf of WTC LLC, for the property consisting of approximately 16.72 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois, subject to the following condition of approval:

1. That the comments in the Village Engineer's memo dated September 29, 2016 shall be addressed prior to approval of final plat of subdivision.

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**BE IT FURTHER RESOLVED that** the Village President is directed to sign the Preliminary Plat of Wheeling Town Center and the Clerk is directed to affix her signature and seal of the Village thereto.

Trustee_____moved, seconded by Trustee_____, that Resolution No. _____be passed, this_____day of_____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson, Village Clerk

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# MEMORANDUM

**TO:** Brooke Jones, Senior Planner

**FROM:** Jon Tack, Village Engineer

**COPY:** Kyle Goetzelmann, Civil Engineer I

**DATE:** **September 29th, 2016**

**SUBJECT:** **Wheeling Town Center**
**September 29th Summary Review Comments**

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The Engineering Division has been working with the Eriksson Engineering, the Developer's Engineer, and has reviewed several documents over the last few months. Below is a summary/overview of the project as it pertains to the final engineering and preliminary plat for this development:

Preliminary Plat

The Preliminary Plat has not been approved by the Engineering Division. The Engineering Division has commented on the plat and would direct the preparer of the plat to review the comments and use the Village check list to complete the preliminary plat. It should be noted that all existing easements and rights of way shall be vacated prior to the final plat approval. Also any work requesting an early approval prior to the overall site permit being issued, where easements are necessary, must have the easements approved and recorded prior to approval of early work.

It is the engineering staff's opinion that the outstanding review comments can be completed by the Developer.

Final Engineering

The Final Engineering plans have not been approved by the Engineering Division. Eriksson Engineering has addressed most of the review comments made by engineering staff and is currently focusing their efforts on the permit approvals of other regulatory agencies. Below is a summary of the outstanding approvals:

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- MWRD – Eriksson is expected to complete the MWRD review process in the next few days. MWRD will forward the approved permit and plans to the Village.
- IEPA Sanitary Sewer – The application requires MWRD approval prior to submitting for the IEPA Sanitary Sewer permit. Staff anticipates approval of this permit in approximately one month.
- IEPA Water – Eriksson has made application for the permit and staff anticipates approval of this permit in approximately one month.
- IEPA NPDES – The IEPA has issued the NPDES Permit.
- IDOT – The approval from IDOT is pending. Comments from IDOT were sent on September 23rd. Staff has reviewed the IDOT comments and believes that the Developer will be able to work through all of IDOT's comments.

Engineering Division expectations to complete the review and approval process are as follows:

- Provide a complete paper copy of all documents that will be submitted to IDOT in response to the September 23rd comments.
- Upon approval of the MWRD provide both digital and paper copies of the MWRD final approved plans and calculations signed and sealed. Also provide the final landscape plan, turning radius exhibits and all other documents that have been necessary to support your design.
- Provide copy of the Preliminary/Final Plat along with the check list identifying that all items on the check list have been reviewed and as applicable incorporated into plat submittal. Include all necessary Vacations of easements and right of way.

Upon receipt of the above requested submittals we will conduct a review and prepare a complete list of final comments for the developer to address.

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**DRAFT DOCKET NO. 2016-20A&B and PC 16-11**

**FINDINGS OF FACT**
**AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket Nos. 2016-20A&B and PC 16-11
Wheeling Town Center
351 W. Dundee Road
(2016-20A) Special Use-Site Plan Approval of a Final Planned Unit Development for Retail and Multi-Family Residential Uses
(2016-20B) Special Use-Site Plan Approval for an Indoor Theater
(PC 16-11) Approval of Preliminary Plat of Subdivision

**Docket No. 2016-20A&B** WTC LLC, contract owner, is seeking the following for the property known as the Wheeling Town Center Development (consisting of: the vacant parcel at 351 W. Dundee Road, the commuter parking for the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway):

**2016-20(A)** Special Use-Site Plan Approval of a Final Planned Unit Development for Retail and Multi-Family Residential Uses in the MXT Transit Oriented Mixed Use District, as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections; and

**2016-20(B)** Special Use-Site Plan Approval for an Indoor Theater in the MXT Transit Oriented Mixed Use District, as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections.

Chairman Ruffatto called Docket No. 2016-20A&B and PC 16-11 on September 29, 2016. Present were Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto and Zangara. Also present were Brooke Jones, Senior Planner, Mallory Milluzzi, Village Attorney, Andrew Jennings, Director, Community Development, Ron Antor, Fire Inspector and Jon Tack, Village Engineer.

Commissioner Powers read the following state aloud.
A zoning Special Use, as defined in Title 19, of the village of Wheeling (Zoning), is a use of parcel of land that requires review and consideration before approval due to circumstances or effects on the surrounding properties that may adversely affect them. In order to be considered for a special use the petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how the proposed use will not damage the enjoyment or use of the surrounding properties. Prior to the public hearing the petitioner provides written statements meant to show that their request for a special use meets the standards established in Title 19. The Commission Chairperson will typically

direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

Ms. Jones reported that the project had been reviewed several times by the Plan Commission in workshop format, concept review, preliminary PUD hearing in December of 2015 and January 2016 and now at final PUD. She provided an overview of the PUD process for the benefit of the newer Commissioners and the general public. The intent of the Planned Unit Development (PUD) approval process is to promote the maximum benefit from coordinated area site planning by providing opportunities to maximize the economical and efficient use of land in ways that may not be possible under conventional zoning regulations. It is intended that PUDs established in the Village provide a harmonious variety of uses in building types and high level amenities. In a manner that is consistent with plans for the area as such forth in the Village of Wheeling's Comprehensive Plan, the review process is designed to give the developer initial plan approval before completing all detail design work while providing the Village with assurances that the project will retain the character envisioned at the time of initial approval. The purpose of preliminary PUD approval is to provide a formal approval of the basic elements of the plan and a framework of land uses before developing detailed plans for the site. The purpose of the final PUD approval is to confirm that the elements reviewed and approved through preliminary PUD approval were fully supported by the more detailed elements of the plan such as final engineering, final landscaping, lighting, building materials, etc. The plan is also evaluated with respect to the conditions of approval stated in the preliminary PUD ordinance. In addition to the final PUD approval, the petitioner is also seeking Special Use approval for an indoor movie theater and for approval of a preliminary plat of subdivision.

Mr. Brad Friedman, WTC LLC, Lake Cook Rd, Deerfield, IL, Mr. Daniel, CMX, Mexico City , Mr. Tom Arsovski, Callison RTKL Architects, 200 South Michigan Avenue, Chicago, IL, Mr. Anthony Fasolo, Callison RTKL Architects, Mr. Steve Corcoran, Traffic Engineer, Eriksson Engineering, 145 Commerce Dr., Grayslake, IL, Mr. Peter Farquhar, William Randolph Inc, 820 Lakeside Drive, Gurnee, IL and Mr. George Dreger, Eriksson Engineering were present and sworn in.

Mr. Friedman provided an update. The site plan has been finalized and submitted to MWRD and notice of intent submitted to IEPA with the civil drawings and approval from the Village Engineer. He referred to the legal agreement and approval from the Park District for the easement with regard to meeting with all of the utility companies to make sure that the relocation of all the utilities were coordinated so they can start with the construction of the new Village water main. They have done a lot of work to get an early start on the construction and are in the process of working out a license agreement so they can do some site prep work and also do the Village utility work for the new water main and storm. The agreement with West Shore has been executed. West Shore had a pre-construction meeting held on site last week. They are in the process of finalizing their plat of easement and should be selecting a contractor next week and then provide a detailed budget. They will be responsible for submitting all of that material for the necessary local permits. They have been working with the surveyor and Village Engineer to come up with a preliminary plat of subdivision and have included all of the easements requested by Village Staff to show water, sewer, sanitary, gas, electric and the West Shore pipeline were all identified and shown how it all works.

The Village also approved the Metra Commuter Station development agreement which allows them to proceed with some of the Metra land and shared parking. They have discussed the final site plan and modifications that have been made. One of the items that they didn't get to address last week at the workshop was that they have a right deceleration lane but were unable to come to an agreement with the owner of the Burger King property to obtain an easement. They still have the right deceleration lane and the sidewalk but they do not have room for a landscape buffer. CMX is their new anchor tenant and there is a representative present at the meeting to address any architectural design questions. Some of the changes were discussed at the workshop regarding the changes to the site plan with the CMX building. They discussed the changes to the parking analysis and parking demands. CMX has fewer seats and number of employees which allow them to rent out additional retail space to restaurants for the Town Center which he feels is beneficial for everyone. They have increased the size of some of the islands based on the new parking configuration and new parking counts. The landscape plans show detailed drawings of the planters and the locations of the benches. They still have the concept of the Village Green with the central gathering place and the focal point of the Town Center. They have further defined some of the details with regard to the pedestrian plaza with the pavers, seat benches and other areas that have been detailed in the landscape plans and have updated some of the renderings. They have made some modifications to the elevations. A lot of the colors and materials remain the same but they have made some slight modifications throughout the building in order to work with the final plans. They lowered the parapet throughout the building. One of the Board's concerns was whether or not the parking garage would be visible. There is a 6.5 story parking garage and 5 story residential building. The only area where you can slightly see the top of the parking garage was from the southern view from the performance pavilion at the Park District. Village Staff suggested treating the area. Their plans incorporate a finish for the top area of the parking garage to match the color of the residential building. They have other site line elevations of the building from all of the various different camera angles. They have very detailed permit ready drawings with regard to the residential building that have been submitted to ICCI and to the loan originator for review. They have taken a real close look at all of the mechanical elements, electrical and plumbing. One of the major differences from preliminary PUD up until now is that the building will now be LEED certified and will achieve an energy start score of 75 or greater. All of their mechanical units will be very efficient, all of their lighting will be LED lighting, all of the plumbing equipment is going to be very conservative, they have thicker insulation for the building and the R values for the windows are stronger so the entire building becomes more efficient. As they went through a lot of the changes with their structural engineer, MEP engineer, architect and general contractor slight adjustments were made throughout the building and there was a slight change in the unit count. They went from 295 units to 301 units. They still have the large amenity space off the pedestrian plaza and is their selling point for the whole residential building. They have a club room, conference room, business center, fitness room, yoga studio, private party room with a demonstration kitchen, game room all right off the main entrance which leads into the courtyard area of the apartment building. There are renderings that show the courtyard, pool area, fire pit and some of the other areas.

Mr. Friedman provided building material samples at the meeting.

Chairman Ruffatto referred to the nine points listed in the Staff Review. He suggested discussing the individual points.

Changes related to the anchor tenant – Mr. Friedman provided the CMX elevations.
Mr. Arsovski provided samples of the different systems that are used to clad the windowless box except for the corner for the lobby. The glazing system uses a point supported system. It attaches to the glass and holds the glass in place through a hole in the glass. The stainless steel fittings vary. Samples were provided at the meeting. The diamond pattern system is a mesh and is an expanded metal mesh and is intended to be mounted about a 1' away from the wall behind it. The diamond pattern is probably 4-6' by 3-4' and would have a three dimensional faceting to it. The substrate is painted blue. He explained the mesh acted like a veil and gives a visual interest. They have not yet determined the material of the blue wall behind the mesh.

Chairman Ruffatto questioned if the system was widely used in the Chicago area. Mr. Arsovski stated they had contacted the manufacturer, Amoco and they have done a lot of work in the Minneapolis area on high profile art museums. He explained it was similar to a façade treatment.

Mr. Friedman went over the residential building materials. The front entrance of the building off of the plaza will be stone with a metal panel bay with lots of glass windows. All of the balconies will be a dark bronze material. A dark gray hardy board material will be used. A light gray brick will be scattered throughout the building in the corners and some of the bottom areas. A dark gray cement brick is used and red cement brick with white hardy board mixed in. The pattern throughout the entire elevation is always changing so it doesn't look constant or flat. All of the balconies are protruding so it doesn't look like a flat building. Every unit has a sliding balcony door and useable window. There are aluminum window frames in a dark bronze material to match the dark bronze of the balconies.

Chairman Ruffatto opened the discussion to the public. No one from the audience came forward.

Chairman Ruffatto asked the petitioner to explain how they added six residential units and for details regarding the elimination of the right turn lane. Chairman Ruffatto felt those two items were the largest issues. He also asked what was being done at the turn lane at Burger King.

*Residential Units*
Mr. Friedman provided the typical floor plan for the residential building. He explained for the preliminary PUD they had a preliminary set of drawings. They hadn't met with the mechanical, electrical, plumbing, engineers, structural engineers or general contractor. The changed the number of units when they made changes to the building. There are eight corners in the building and with making modifications to the garage, they used some of the dead space in the upper corners for residential storage.

Commissioner Johnson asked about the additional six units. Mr. Fasolo explained the original preliminary plans did not have all the corners worked out since they didn't know how much mechanical space would be needed. They were able to take advantage of that space into the units. They changed the mix around so they could add more units. They didn't increase the footprint of the building but they switched out some of the types of units. Two 2 bedroom units equal three 1 bedroom units so they reduced the amount of 2 bedroom units and increased the amount of 1 bedroom units. They refined the plan and made it more efficient and adjusted the mix. They took a lot of dead space and made it leasable.

Chairman Ruffatto asked for the mix of the units. Mr. Friedman reported originally there were 45% 1 bedroom units, 45% 2 bedroom units, 5 % studios and 5% 3 bedroom units. The number of studios has decreased to about 2.5%, with about 47% 1 bedroom units, 44% 2 bedroom units and about 5% 3 bedroom units. He felt the percentage tweak was very minor from a unit mix standpoint. Chairman Ruffatto questioned if 1 bedroom units were more marketable. Mr. Friedman explained when they first started planning the building there was a high demand for 2 bedroom units and as the market started to improve there was a little more of a demand for 1 bedroom units. They still have a nice unit mix which includes a large number of 2 bedroom units and they still wanted to incorporate a couple of 3 bedroom units for families. There are a lot of apartment buildings that don't offer 3 bedroom units but they felt it was important based on some of the surrounding amenities within the Village.

Mr. Friedman stated they vetted it out with their loan originator with the appraisal and the feasibility study and because the numbers hadn't really adjusted that much they had already signed off on it.

Chairman Ruffatto asked the Commissioners to interject as discussions were being held on the different subjects.

Commissioner Issakoo questioned if there were subsequent changes to the plan or building from the increases to the number of units. Mr. Friedman explained the fixture counts increased and were put in the budget and vetted out amongst the architects and general contractors.

Commissioner Issakoo asked Staff if there were any impacts to Code or regulations because of the six additional units. Ms. Jones explained it increased the parking requirement but there was a decrease with the movie theater so there was a net gain of 15 parking spaces.

In reply to Chairman Ruffatto's question, Mr. Friedman stated the 1 bedroom and studio units had 1 bath and the 2 & 3 bedroom units had 2 baths.

*Elimination of the right turn lane*

Mr. Friedman gave a brief overview. They never intended to have a right dedicated turn lane on Northgate Parkway because they have the cross access with the Park District area which allows a right turn onto Dundee Road and they also have the connectivity where it flows all the way through to Community Blvd. A right turn can also be made onto Dundee Road from Community Blvd. Based on the traffic study they felt it wasn't necessary to have the dedicated right turn lane. It has been approved by IDOT.

Chairman Ruffatto didn't think IDOT cared about what happened internally. Mr. Corcoran felt they cared to a certain extent but IDOT prefers to preserve the State system. He explained that IDOT's mission was to provide transportation on many different levels statewide. They do look at and comment on Northgate Parkway through the review process. Chairman Ruffatto felt the internal flow to the property was not material to IDOT.

Chairman Ruffatto personally thinks a right turn lane was something that should remain in place. The experience could turn negative if there was a continued backup. He felt a right turn only was

something that was needed. He asked for Staff's opinion. Mr. Jennings reported Staff's concern was that IDOT hadn't been asked to review the item. Staff wanted to make sure it was reviewed. Staff's concern was there were only a couple of ways to get in and out. Mr. Jennings' concern was if people were not aware of those areas signage would be needed. He felt the risk was that the shared right and straight lane could become congested in the light cycle. He stated that IDOT does not look at the congestion inside the development. He explained if it gets too congested a car couldn't get to the left turn area.

Mr. Corcoran explained when they looked at the northeast, southeast and parking garage it represented 70% of the parking spaces on the property. Much of the traffic getting in and out of the space had easy opportunity to use the Park District access as well as Community Blvd and the signal under construction. He agreed with Staff about the signage. He stated there was not an issue about adding signage directing people eastbound.

Mr. Corcoran referred to an issue that came up recently. After they submitted the Intersection Design Study (IDS) in the spring, Pace contacted the Village and asked for bus stops with shelters to be included in the plan. They asked for a shelter on the east side of Northgate Parkway on the north side of Dundee Road and another bus stop with a shelter. They shortened the right turn lane a little (30-40') and then IDOT came back with comments asking them to consider relocating the bus stop to the other side of the right in and right out or to make it one solid right turn lane. He has reached out to Pace but hasn't heard back. He explained that by adding the right turn lane in this location they would have to shorten the right turn lane even more by pushing the curb radius over and would further complicate it a little.

Chairman Ruffatto asked if the petitioner could discuss the right turn lane along Burger King. Mr. Friedman explained they worked with the Village in an attempt to obtain an easement from the Burger King property owner but no agreement was reached. They made the modification so they could still have the right deceleration lane, still have the sidewalk but just didn't have enough space for the landscape buffer.

Commissioner Johnson still wants to see the right turn lane.

*CMX Building*

Commissioner Johnson expressed a concern for the maintenance of the proposed mesh material. He questioned if it could be power washed. Daniel from DMX confirmed it could be power washed every six months. Commissioner Johnson questioned if they had used the material at other theaters. Daniel confirmed it was the first time they used the material. Commissioner Johnson mentioned his concern about the gap between the mesh and the substrate. He questioned if there was enough room for birds to get in. Mr. Arsovski stated there was about 1' between the mesh and the wall. There are thin rods that project out of the wall and hold the mesh in place. He mentioned there were two similar installations in the U.S. at the Walker Art Center in Minneapolis and the New Museum in New York City. He thinks in both cases the maintenance is done with power washing. He explained there wasn't that many places to roost or nest since there are thin rods at the corners of the panels. He also explained individual panels can be replaced if and when they get damaged.

Commissioner Issakoo had no questions.
Commissioner Powers asked about the material type for the mesh. Mr. Arsovski confirmed it was an expanded aluminum so it won't rust.

Commissioner Dorband questioned the lowest height of the mesh material. Mr. Arsovski stated the bottom of the mesh was about 10' from the ground. She expressed concern for the roughness of the material if someone would touch it but felt 10' was high enough off the ground.

Commissioner Zangara questioned if the top would be left open or capped. Daniel explained the mesh would be bent over the top so it would be closed. Commissioner Zangara suggested closing it all around to prevent the bird issue.

Commissioner Zangara questioned if there was back lighting behind the mesh or building lighting at night. Daniel explained they had not yet considered it but agreed to think about it. Mr. Friedman mentioned there was courtyard lighting.

Commissioner Blinova had no questions but thought it looked great.

Chairman Ruffatto referred to the painted wall behind the mesh. He questioned the type of maintenance for the wall. Mr. Arsovski explained it was a painted aluminum material with no maintenance.

Chairman Ruffatto explained the additional lighting would need to be decided tonight. Ms. Jones explained it would be a minor site plan change to the Special Use and could be done in the future.

Chairman Ruffatto suggested having actual pictures available of the mesh material in the applications in New York and Minnesota to show the Village Board. Mr. Arsovski mentioned he just found out there was a similar example at McGrath Audi in Morton Grove.

*General questions*

Commissioner Powers asked about the comment made about reconfiguring pedestrian access around the northeast parking lot. Mr. Friedman noted the crosswalks on the site plan showed the connectivity. Commissioner Powers questioned if the footprints for all the buildings remained the same except for CMX. Mr. Friedman mentioned building E shrunk to accommodate all of the utilities. 1,000 square feet was shaved off.

Commissioner Powers asked the petitioner to indicate on the rendering what part of the residential building changed colors. Mr. Friedman noted the changes on the site plan. Commissioner Powers questioned if some of the masonry was changed to cement board. Mr. Friedman explained it went from a cement brick to a hardy (white area). Commissioner Powers questioned if it was the only area where it happened. Mr. Friedman explained there were other changes but that was the major area where the changes were made and it increased the use of the fiber cement board. Also, in the interior courtyard of the building there is fiber cement board used. Commissioner Powers questioned if the color could have been changed without changing it to a fiber cement board. He felt that the masonry aspect was being lost. Mr. Friedman explained from a percentage standpoint, a

majority of the building was still the cement brick material.
Mr. Farquhar confirmed the fiber cement product was a masonry product and very durable. It is a product that has a lot of versatility, easy to install and is very efficient. Commissioner Powers questioned the percent of the building that was masonry. Mr. Friedman confirmed from a masonry standpoint it was still the same percent. Chairman Ruffatto asked for the amount of brick not including the cemiticious boards. Mr. Friedman explained what was shown was cement product that looks like brick. Chairman Ruffatto questioned how it was calculated. Ms. Jones reminded the Commission it was a PUD so it didn't need to follow the strict guidelines. She was researching the definition in the Code.

Commissioner Powers referred to the landscape plan. He referred to the blue indicator around the outside – "shrub and perennial planting to be determined during future phase", he questioned the meaning. Mr. Friedman explained it was to wait until the retail pads were built and the dirt was cleared. Commissioner Powers was confused. Mr. Friedman explained a lot of what was being developed was being done in a phased approach. There will be future phases where they develop the retail pads and so as they develop the retail pads and clean up the construction areas they will have an opportunity to bring in additional landscaping that would otherwise not make sense to plant if there was still construction. Commissioner Powers questioned if there were plans to put anything in the southern part. He wanted a timeline. He expressed concern to have some landscaping planted when the CMX and residential building goes in and not have to wait until the end. Chairman Ruffatto questioned how it would be addressed. Ms. Jones explained the petitioner would need to return. Mr. Friedman confirmed their intent was to make sure there was ample landscaping throughout the project. Commissioner Powers appreciated the irrigation plan.

Commissioner Powers referred to the fire truck turning diagram and the comment about the northwest side of the cinema cutting the corning of the sidewalk. He questioned if it was OK with the Fire Department. Fire Inspector Antor thought the comment was referring to the previous plan where the fire truck turning radius went over the curb and sidewalk area. The current revisions eliminated it.

Commissioner Powers referred to the northbound right turn lane. He wants to see it. He expressed concern if it was straight on to northbound Northgate Parkway or eastbound to Dundee Road. He thought signage could be used before the Village Green by building D for an alternative route for eastbound Dundee. He really wanted to see the extra right turn lane.

Mr. Friedman explained he would not holdup the project over the right turn lane. He relies on the traffic engineer who provides the data that says it's not needed because of the alternative routes and there won't be a backup. He knows from his experience when he visits a shopping center that he figures out where to go and how to exit and then knows for his second visit to the center. He mentioned there would be signage. He will go with whatever the Commission decides to do and won't argue about it. He wants to increase the amount of landscaping, trying to provide ample sidewalk areas, trying to rely on his expert traffic engineer who provides the data and if the Commission disagrees with all the information and still wants to see the right turn lane he'll put it in. Mr. Corcoran reminded the Commission the projection was for 50 right turns. He explained that they generally don't provide a turn lane for 50 cars. It is usually provided for 100-200 cars. Chairman Ruffatto mentioned that IDOT had just spend millions of dollars on Dundee Road from

Route 53 through Wheeling putting in right turn lanes at major intersections. Chairman Ruffatto mentioned that the theater customers might not come back if they experience problems with the traffic.

In reply to Commissioner Powers' question, Mr. Friedman referred to the pictures of the benches, light fixtures, planters and etc. that were included in the packet.

Commissioner Zangara referred to the Metra parking. He questioned if there would be numbers on the parking spaces. Mr. Friedman explained they would probably spray paint the numbers on the ground. Commissioner Johnson mentioned it wasn't good in the winter. Mr. Friedman explained it was suggested by Village Staff but would be agreeable to whatever the Village wanted. Mr. Jennings explained it was a combination between the Police monitoring it and the Town Center maintaining it. There needed to be a joint decision to satisfy both parties. Commissioner Zangara preferred the spray paint.

Commissioner Zangara referred to the blocked out spaces by the movie theaters. Mr. Friedman confirmed the spaces were for trash. Commissioner Zangara suggested putting an island in the middle section where the walk comes out to Metra instead of having cars. He expressed concern that the pedestrians would walk right across the lot and wondered if putting an island there would help so they could walk straight across. Mr. Friedman mentioned it would eliminate four parking spaces. Mr. Corcoran confirmed there was enough parking spaces to eliminate four. Commissioner Zangara agreed to eliminate two parking spaces and add a curb with a sidewalk across. Chairman Ruffatto thought it was a good idea but wanted to take a poll since it was prime parking for Metra.

Commissioner Zangara referred to the Wolf Road station and mentioned there were two designations for electric cars. He explained if there was the island there could be two spots dedicated for electric stations. Mr. Friedman confirmed the residential building would have electric stations and thought it would be up to Metra to provide electric charging stations for the commuters.

Mr. Jennings explained the area was a stairway and if you go down the stairs and turn left or right on the proposed site plan there was a walkway that would take you to the south crosswalk and a walk to take you to the north crosswalk. The proposed plan allows walking adjacent to the tracks and then going either direction. Because of this, he didn't think the pedestrians would benefit from cutting across the parking lot.

Commissioner Zangara referred to the main entrance. He thought the left turn coming south was an awkward left hand turn. Mr. Corcoran explained it was a wide entrance partially for the truck turning pass as well as only one lane crossing.

Commissioner Zangara suggested heating the pavers in the Village Green area to remove snow. Mr. Friedman confirmed they don't have any underground heaters in the area. Commissioner Zangara mentioned that the Library had it.

Commissioner Zangara questioned if the theater planned to have matinee shows and extending them to the 2-4:00 p.m. shows. Mr. Friedman explained Daniel from CMX was not part of the operation team. Mr. Friedman explained that when they had their conversations with CMX about the

operational aspects they said they were still working out some of the decisions and would be adjusted per each location/market based on demand.

The Commission took a break at 8:18 p.m. and reconvened at 8:24 p.m.

Commissioner Issakoo questioned the reduction in the parapet. Mr. Friedman explained it was a value engineering exercise to eliminate some brick relief that would have been needed and by lowering the parapet they eliminated the need for the brick relief.

Commissioner Issakoo shares the concern about the right turn lane. He asked what would be gained or lost if a right turn lane was added. Mr. Friedman explained if a right turn lane was added the grass area would be lost and then the sidewalk would be pushed over. The further implication was the Pace bus shelter area. Commissioner Issakoo questioned if the change could be made and still get Pace's approval. Mr. Friedman referred to the traffic engineer. He explained there had been concern about when people entered the site there was a lot of plush landscaping so they tried to preserve the area. It would be the only drawback. Mr. Corcoran agreed. The landscaping area would be lost and he couldn't comment on the ramifications of the Pace bus stop.

Commissioner Dorband understood the need for a right turn lane but felt a lot of green space would be lost on the corner which she felt would not enhance the whole feel around the corner. She would prefer to have more green space.

Commissioner Johnson questioned the length of a typical right turn lane. Mr. Jennings stated it would be about 11'. Commissioner Johnson would like to see the right turn lane remain in the plan. He thought there would be plenty of room for the Pace bus station. He was in favor of keeping the right turn lane.

Commissioner Johnson referred to the onsite concrete recycler. He asked for details. Mr. Farquhar explained there would be about 4-5,000 cubic yards of concrete that would be crushed. It will be crushed and then reused and recycled as material on site. It will take about 2 weeks to crush it.

Commissioner Johnson referred to the fire truck illustration (CX2.1). He mentioned the drawing shows the trucks driving on the sidewalk. Mr. Jennings explained it was a mistake. The radius issue was resolved. The footprint of the CMX building was then overlaid on the corrected fire truck turning radius diagram and that's when the tires ended up in the middle of the sidewalk. He stated there should not be an issue to correct it. Commissioner Johnson questioned if it should be corrected before moving on to the Village Board. Mr. Jennings explained it was such a minor issue and was really a straight aisle.

Commissioner Johnson questioned if the petitioner needed to return as each individual pad gets developed. Mr. Jones confirmed they would need to return and if it's a restaurant they would require a Special Use.

Commissioner Johnson questioned the amount of storage space for each resident. Mr. Friedman explained he has found that there was a lot of oversupply of storage areas and less than 50% of the residential tenants actually want to rent a storage area. They have enough storage space in the

apartment building to provide well over the demand.
Commissioner Blinova questioned the difference for pedestrian traffic if there was a right turn lane. Mr. Corcoran explained there would be a longer crosswalk so it would take longer crossing time. The pedestrian signals would need to be adjusted. Commissioner Blinova questioned if there would be a difference from a safety standpoint. Mr. Corcoran explained there would be a slightly longer exposure but would be with pedestrian signals so it shouldn't be a safety issue.

Chairman Ruffatto questioned the percentage of brick. Ms. Jones reported that in the design guidelines of the Zoning Code the requirement is 50% of each façade shall have brick. Chairman Ruffatto questioned how it is interpreted with the proposed building materials. Mr. Jennings explained the language of the design guidelines is intentionally brick to avoid the question and confusion about whether or not cement fiberboard was a masonry product. He explained it was a guideline and in this case for the PUD it could be varied. Mr. Fasolo highlighted each area of brick. All of the corners around all sides of the building are all brick. The main entry off the plaza is stone. The red brick areas with the gray base are all brick. The fiber cement board is only interspersed in the middle. He stated the brick was well over 50%.

Chairman Ruffatto referred to the recycling of the concrete. He mentioned it was noisy. He questioned how long the equipment would remain on the property. Mr. Farquhar stated it should be about two weeks. He explained they want it to be there as short of time as possible. Chairman Ruffatto questioned if it was necessary to add a condition. Mr. Jennings explained there could be some weather constraints in the work they are doing. He would be concerned if the condition was too limiting. He felt if the intent was on the record the Village could work with them on it. Staff's concern was that it would be on property indefinitely but the petitioner has confirmed it would not. Chairman Ruffatto questioned if hours of utilization needed to be added as a condition. Mr. Jennings explained there were standard construction hours and if they want to go beyond the 7:00 a.m. – 6:00 p.m. standard hours they would need to request it from him. Staff was not terribly concerned about it and agreed to work with the petitioner on it if needed.

Chairman Ruffatto asked for details about the Code relief.

Mr. Friedman explained one item was the use of the MC cables and the other was the PVC pipe for the water main.

Mr. Farquhar explained the reason for the request of MC cables was because it was much more efficient and cost effective system for wiring. He provided a sample of MC cable. It is a manufactured product. It is designed for a specific length and the fabricating is done offsite. It is a system that has been approved by the National Electric Federation (NEC) and is used extensively throughout the United States and Illinois. One of the few places that has been reluctant to accept it has been the Chicago market. It is getting more use in the Chicago market. He explained that conduit was invented in the Chicago market and it also provides more work for Union electricians. He stated the MC cable was a safe solution and the cladding provides the protection seen in a conduit and is flexible. He explained that all of the circuits would be tested for continuity and for voltage. It will be deployed only in the residential units themselves. It is used extensively in New York. There are 20,000 units in New York and New Jersey that have MC cables in them. He provided a list of seven current projects. They are currently building a hotel in Oak Brook that

allows them to use MC cable. Evanston uses it extensively in a number of their facilities. They feel it is a reasonable approach. He mentioned that recently Tinley Park amended their Code and will be allowing MC cable used in their facilities.

Chairman Ruffatto explained it wasn't anything the Plan Commission needed to worry about but was mentioned in the review. The Plan Commission was not approving it.

Mr. Farquhar stated the engineer of record is supporting it as well as the developer's engineer.

Chairman Ruffatto mentioned the PVC instead of the I pipe. Mr. Farquhar stated he spoke with Mr. Tack and it is used extensively in other communities and believes it is easier to repair and is more efficient to install and cost effective. Mr. Tack reported the last three major water main projects in the Village was PVC. Mr. Jennings explained it was unusual since the Plan Commission normally does not hear about these kinds of things. A request related to the standard of the Building Code was also somewhat unusual. He had spoken with the general contractor and developer on the project to make sure they were reviewing it thoroughly.

Mr. Jennings stated that Village Staff does remain in opposition of it. He has consulted with the Fire Department, electrical inspector and with the building's code review consultant all of whom have different reasons. If the general contractor and developer want to pursue this they would essentially be asking for the Village Board to consider an ordinance that would amend the Building Code. The local building code has an amendment already in it that restricts the use of MC cable to very limited locations. What they would be asking for is for the Board to consider either deleting the amendment or modifying. Mr. Jennings reiterated that Staff is not recommending to the Board that they consider an amendment to the Building Code for this purpose. There are a variety of reasons.

Chairman Ruffatto asked Mr. Tack to summarize his memo. Mr. Tack stated that they had been working with the developer's engineer and they are very close to satisfying all of the Village's requirements. The Village requirements were put on hold and then Mr. Dreger's started pursuing the other agencies approvals (IDOT, MWRD, IEPA Permits). The MWRD approval is expected any day, IEPA water is in for review, IEPA sanitary sewer permits will be sent in as soon as MWRD signs off. They just received comments from IDOT. He thinks all of the outside agencies approvals were very close. From an engineering perspective, Mr. Tack stated they need a complete package to be submitted and then they could review it.

Chairman Ruffatto questioned if there was anything that would materially impact the current plans. Mr. Tack reported they had discussed a lot of the major issues regarding off-site detention needs. He does not see any foreseeable hiccups just cleanup items.

Chairman Ruffatto asked for comments from the Fire Department. Fire Inspector Antor reported most of the items outstanding were minor items done in the Building Code process.

Chairman Ruffatto referred to one of the items in the staff report, #5 impact of reduction in parking demand. He asked for an explanation. .

Mr. Jennings referred to the right hand lane issue. He explained that his comment was that the right

hand lane should be carefully considered. The preliminary review had a right hand turn lane in it. One of the jobs of Staff was to observe what had changed from the preliminary to the final. This was one of the items that had changed. While IDOT may not have reviewed it they wanted to make sure they had considered the impacts. They are not providing analysis that suggest it should absolutely be required they are just looking at it in terms of what is the potential impact. He provided a slide that shows the potential impact. If it were to backup to the 11 car mark, the driveway could be congested where people couldn't get in or out of it. He explained a right turn lane might solve it or it might be overkill. The visitors could be trained to go to the other exit points with carefully placed signage. The information from Pace adds a twist. To have the Village require a right turn lane then interferes with what Pace and IDOT are already talking about. He wanted to make sure that if the Pace and IDOT combined resolution on the location of the Pace bus shelter would prevent easy installation of a right turn lane there might need to be some flexibility on how it plays out. If the desire of the Village was to have a right turn lane and it really isn't feasibility because of IDOT and Pace then he would suggest using "do not block the intersection" signage and signage directing people to the alternate exit should be required.

Mr. Jennings referred to #5 in the Staff Report. He explained as the plan had been refined the petitioner's description of the proposal now has some additional information about the likelihood of the B building (northeast) being designed for a specific tenant. The proposed is an evaluation of the plan that shows some specific accommodations for a likely tenant. The concern that he had was some careful consideration on how people get around walking through the site. If you enter the site as a pedestrian it gets a little tricky to navigate the far northeast corner. There isn't a clear crosswalk. When you cross the entrance of one drive-thru and the exit of another drive-thru it's not clear how someone would get in. It is slightly different than what had been presented in the past. The far southeast point is coming from the Village Hall area without a clear crosswalk going that direction. The issue noted between buildings C&D is that the crosswalk is behind the first car at the stop bar. Mr. Jennings explained as much as this is the intent and vision for a traditional town center it is also a suburban lifestyle center. The pedestrian accommodations may be reasonable for this type of development.

Mr. Jennings referred to the pedestrian access and striking the balance with the reduction and parking requirement. As the anchor tenant's parking demand has influenced the overall parking calculation for the development, he thinks the parking and traffic study shows that there is a little more flexibility now than there was at preliminary. At preliminary it was very tight and a hard cap on the square footage of restaurant. The traffic consultant has now increased the number as the result of the decrease of the demand from the anchor tenant. This anchor tenant has a lower demand. One of the suggestions was that the area that currently doesn't have a sidewalk was one of the items Staff had mentioned during the preliminary review. The parking at that point was a tighter calculation and more of a concern. Balancing it now with a surplus of parking was there might be an opportunity to reconfigure that same space so that there could be a pedestrian connection. He questioned if it was a traditional town center/downtown area or is the pedestrian accommodation adequate for this type of lifestyle style.

In reply to Chairman Ruffatto's question, Mr. Jennings explained he was suggesting the northeast quadrant was a little tough to navigate as a pedestrian. During the preliminary review, the balance that the Plan Commission had was that the parking was in high demand, accommodations for

pedestrians were there but the balance was in favor of parking. He is now asking if the balance was shifting because of the surplus of parking and was there a need to look at it.

Mr. Friedman explained it was not feasible to have angled parking with a two way roadway. They looked at having a sidewalk there before but it was decided there was already a sidewalk along the retail path and that was the only place a sidewalk was needed.

Commissioner Johnson couldn't see mixing the straight parking with the angle parking.

Commissioner Zangara didn't see the need for it. He mentioned there was no sidewalk to get to Village Hall.

Commissioner Issakoo mentioned the Commission had already spoken about each parking spot and he had approved it before so he was not in favor of changing it.

Chairman Ruffatto questioned how they would finish off the top of the parking garage. Mr. Friedman explained it would match the color of the building material. The half story of the garage area will be finished to match the dark gray color. Chairman Ruffatto agreed it was a good solution.

Chairman Ruffatto stated their packet was very comprehensive.

Chairman Ruffatto questioned if the final PUD bullet points on page 5 needed to be discussed. Mr. Jennings explained if there were no questions on them then they didn't need to be reviewed. Chairman Ruffatto referred to the statement in the bullets that indicated the easement agreement with Burger King was not consistent with the plans. Mr. Friedman confirmed it had been updated. Mr. Jennings referred to the pipeline bullet. Staff has seen drafts of it but the recordable version has not yet been submitted. It is possible that by the time the final PUD gets to the Board, the pipeline easement would be ready. The Commission had no questions.

Chairman Ruffatto questioned if the right turn lane could be solved with signage instead of adding a right turn lane. Mr. Jennings felt it was possible to solve cars from blocking the intersection with signage (redirect and not to block). Chairman Ruffatto's concern was Pace and the impact.

Chairman Ruffatto took a poll if the Commission wanted the right turn lane.

Commissioner Zangara: no
Commissioner Issakoo: yes
Commissioner Dorband: no
Commissioner Powers: no
Commissioner Blinova: no
Commissioner Johnson: yes

The consensus was not in favor of adding a right turn lane. Chairman Ruffatto wants to see designs for the signage.

Chairman Ruffatto referred to the suggestion to remove two parking spaces to add a sidewalk.

Chairman Ruffatto took a poll regarding the removal of two spaces.

Commissioner Johnson: no
Commissioner Blinova: no
Commissioner Powers: no
Commissioner Issakoo: no
Commissioner Zangara: no
Chairman Ruffatto: no

The consensus was not in favor of removing two parking spaces.

Chairman Ruffatto questioned if the recommendations need to be included regarding the variance request and MC cable variance request. Ms. Jones explained Staff just wanted to make sure it was included on the record that it was discussed. Mr. Friedman felt it wasn't a bad idea if they made a recommendation on it even if it didn't matter. He stated it was a very serious issue that the development team, general contractor and design team was not willing to rest on based on the economic feasibility of the project and the product and findings they've had. They will continue to make the request. Chairman Ruffatto stated as the Chairman, the Plan Commission would not be making a recommendation on it. The Plan Commission does not have the expertise on the use of the MC cable.

Chairman Johnson referred to Mr. Jennings' discussion on the pedestrian flow. He referred to the crosswalk between buildings C & D. He felt it should be relocated to be in front of the stop line. Mr. Jennings explained the reason for the proposed location was because it was the shortest distance between the two points. Mr. Dreger confirmed the shortest distance between two points was typically what they were aiming for as well as the stop bar. If they pull the stop bar back then people would pull forward and basically disregard it. Mr. Jennings agreed it was challenging geometry and noted it may be the best way to do it. He agreed it was a legitimate concern but the alternative may not be better. Chairman Ruffatto agreed the shortest distance was the best way.

Commissioner Powers moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-20A, Granting FINAL Approval of a Planned Unit Development, including Special Use-Site Plan-Building Appearance for the Wheeling Town Center Planned Unit Development, consisting of a master plan for a mixed-use transit-oriented development, as required under Chapter 19-05, Mixed-Use and Overlay Districts, Chapter 19-09 Planned Unit Developments, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, as shown on the Final PUD Exhibit List for the Wheeling Town Center Planned Unit Development, to be located on the property consisting of approximately 16.25 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois;

And with the following conditions of approval:

1. That all easement agreements necessary to support the FINAL PUD Plan are executed and recorded prior to land conveyance;

2. That the Final Plat of Subdivision and associated declaration are modified for consistency with the FINAL PUD Plans and various easement agreements and shall be submitted for approval as described in the Redevelopment Agreement prior to land conveyance.
3. Should Burger King agree to the temporary construction easement and sidewalk easement, the plans may be modified without further public review; and
4. Directional signage and/or striping shall be installed to alleviate traffic blockages and congestion from lack of northbound right turn lane on Northgate Parkway.

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS: None
ABSENT: None
PRESENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

Commissioner Dorband moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-20B, Granting Special Use-Site Plan Approval for an Indoor Theater in the MXT Transit Oriented Mixed Use District, as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, as shown on the Final PUD Exhibit List for the Wheeling Town Center Planned Unit Development, to be located on the property consisting of approximately 16.25 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois;

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS: None
ABSENT: None
PRESENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

Commissioner Johnson moved, seconded by Commissioner Issakoo to recommend approval of Docket No. PC 16-11; Preliminary Plat of Subdivision for the Wheeling Town Center under Title 17, Planning Subdivisions and Developments as shown on the Preliminary Plat received September 1, 2016, prepared by Gremley & Biedermann, Illinois Professional Land Surveyor No. 184-005332, on behalf of WTC LLC, for the property consisting of approximately 16.25 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois.

And with the following condition of approval:

1. That the comments in the Village Engineer's memo dated September 29, 2016 shall be addressed prior to approval of final plat of subdivision.

On the roll call, the vote was as follows:

| | |
|---|---|
| AYES: | Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara |
| NAYS: | None |
| ABSENT: | None |
| PRESENT: | None |
| ABSTAIN: | None |

There being seven affirmative votes, the motion was approved.

Commissioner Dorband moved, seconded by Commissioner Powers to close Docket No. 2016-20. The motion was approved by a voice vote.

Respectfully submitted,

_____

Jim Ruffatto, Chairman
Wheeling Plan Commission/
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 10.21.2016**
**FOR APPROVAL ON 10.27.2016**

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# Wheeling Town Center

Updates and Project Description

## Updates from Preliminary PUD Approval in February 2016

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### New Anchor Tenant - CMX

One of the biggest partnership additions to the project is a new high-end dine-in movie theater chain, CMX, an American subsidiary of Cinemex, the sixth-largest movie theater chain in the world that will anchor the Wheeling Town Center and replace Flix Brewhouse. CMX has 297 theaters and 13,000 employees nationwide. CMX has strong financials and great staying power, offering stability and the resources to withstand the test of time and make a major investment to the Wheeling Town Center. They will open a 10-screen, luxury cinema with high-end finishes and décor. The free-standing building will be approximately 37,640 Sq Ft. CMX will employ 80-100 staff members. They anticipate 30-40 employees to work on a Saturday evening during peak hours of operation. CMX plans to operate from 11am – 12am daily. The reduction in seats and lower employee counts have created a surplus of parking available on site, and we now have the ability to lease up to 30,000 Sq Ft of restaurant space within the Town Center based on the most recent Shared Parking Report.

CMX includes a well-appointed lounge and bar area with state-of-the-art theaters that offer oversized leather seats. CMX has teamed with one of Chicago's most successful restaurant operators, Lettuce Entertain You, who will consult with CMX on their food and beverage selections. Together, they will be developing a carefully curated menu with a selection of delectable meals which patrons can order at the café. CMX plans to incorporate a stylish cocktail bar (separate from the café area) which will serve alcoholic beverages and hand-crafted cocktails. The CMX luxury concept will offer patrons a relaxing and refreshing experience in a trendy ambience. CMX announced its plans to also open in the Brickell City Center in Miami, the Westfield Old Orchard mall in Skokie, and the Bucksbaum project at Clark and Addison in Wrigleyville. We are extremely excited to have them on board as our new anchor tenant.

### Site Plan Changes based on CMX

- Parking on the west side of the cinema has been realigned to eliminate the angled parking and one way driveway. The overall parking count has increased with this change.
- New drop off has been added to Main Street at the northwest corner of the cinema.
- Sidewalk on the west side of the cinema has been widened.
- New landscape beds have been added north of the cinema building along with an outdoor seating area with landscaping around it.
- The linear landscape island west of the cinema has been removed. Additional trees have been added along the cinema building so that no loss in total site trees occurs.

Exhibit received September 1, 2016

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- The landscape beds between the cinema and the mid-rise building have increased in size providing additional planting areas. The paving area and emergency vehicle lane have remained the same.

**Other Site Plan Changes**

- Based on a recent LOI we received from Potbelly's, we reduced the number of drive-thru lanes for Outlot Building B from 2 to 1 and increased the square footage of Building B by 600 Sq Ft.
- Landscape islands in the northeast and southeast parking areas have been increased in size.
- The large diameter Village sewer and water main along the east property line have been rerouted to enhance ease of construction and minimize difficulty of future extension and maintenance.
- Right in-right out entrance off Dundee at the northeast corner of the site has been realigned to provide better traffic flow.

**Pedestrian Friendly Plaza Landscape Details**

- The Village Green area has been developed with pots, seat walls, a trellis, lawn panel, movable seating, landscape beds, shade trees and a small stage area. The design creates numerous outdoor rooms for the community to relax, meet or enjoy some food. The small stage provides a location for small music groups or impromptu seating on the steps.
- Movable café seating is shown as well.
- The facades along the cinema are open to allow the wall relief to be highlighted.

**Northgate Parkway Landscaping**

- The streetscape along Northgate Parkway is more developed with light locations, planters, pot, shade trees, benches and litter receptacles.

**Apartment Building Plans & Elevation Updates:**

- The overall apartment building plans and interior details of the rental units have been further developed. Permit Ready drawings have already been submitted to ICCI for review.
- The Apartment Building plans to achieve LEED Certification and an Energy Star Score of at least 75.
- The number of rental units has increased from 295 to 301.
- The majority of the parapets were reduced by two feet.
- The color of the "brown" fiber cement board was revised to a grey color and some of the vertical piers of masonry were changed to fiber cement board.
- The inset corner balconies were changed to projected balconies to match the remainder of the balconies on the building.
- The main building entry has a reduced amount of cast stone material

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- The sidelights on the patio doors were removed.
- The number of operable windows was reduced to one operable window per window bay.
- The amount of canopies was reduced on the North elevation to three.
- Overhead doors were added to the loading dock and garage entry.

**Legal Agreements**

- We have provided a **Preliminary Plat of Subdivision** along with the Declaration of Covenants, Reciprocal Easements and Operating Agreement for the Wheeling Town Center.

- **Wheeling Park District** Board approved the requested easements on the east and south border of the subject property which will accommodate the Village sewer and water main along with gas, electric, and low voltage lines to service Park District facilities and the Town Center.

- **Metra** Station Area Development Agreement has been approved by all parties.

- **West Shore Pipe Line:**
  - West Shore Pipe Line Reimbursement Agreement has been executed.
  - West Shore obtained Board approval and selected Parsons to be the lead engineering design firm. Preliminary drawings have been prepared along with a project schedule.
  - Mike Norris will provide the Plat of Easement to the Village for execution.
  - Cardno has been hired to manage all the necessary permits required to relocate the pipe line. They have already engaged MWRD, IL Dept of Natural Resources, and IDOT.
  - Regularly scheduled meetings will commence in September regarding construction and coordination.

- We are in the process of working with the Village and the **Burger King** property owner in order to obtain an easement for a sidewalk and landscape buffer in order to accommodate a right deceleration lane along Dundee Rd.

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# Project Description

## Summary

Ever since its inception, the master plan concept for the Wheeling Town Center was intended to create and develop a walkable downtown central square that would provide a sense of community and serve as a public destination, celebrating civic life. The plan includes a 5-Story residential apartment building with 301 luxury rental units, a 6-story parking garage, and a large courtyard that will offer the residents a wide range of resort-like amenities. The site will also incorporate around 100,000 SF of retail space that will revolve around a pedestrian friendly Plaza.

CMX has committed to open a 10-screen movie theater and anchor the Wheeling Town Center. Additional information about CMX can be found at the top of this document under Project Updates.

The focal point of the Town Center will integrate a pedestrian friendly Plaza surrounded by multiple commercial spaces and residential living. Several high-end restaurants have expressed interest in leasing with an interest in taking advantage of the outdoor dining experience that plays off the vibe and energy created by this public realm. The landscape plan includes a water fountain, ornamental pots, planters, trees, built-in benches, natural stone seating, and pergolas which will all contribute to the symbiotic energy. It will also serve as an ideal setting to host public events.

The Village of Wheeling is partnering with the development team in order to help ensure that the project achieves a legacy status that will have a lasting effect on the community. The Village is providing Tax Incremental Financing to cover most of the infrastructure costs and public improvements. The support from the Village will allow the Wheeling Town Center to achieve greater levels of construction and design elements with a dynamic central Plaza that will draw people in.

The subject property is ideally situated adjacent to the existing Metra Station, making this project a true Transit Oriented Development that is committed to creating a pedestrian friendly Town Center atmosphere. Urban Land Institute has ranked TODs a best bet for investors 5 years in a row, and they estimate that ¼ of all households are likely to live near transit / high-density housing by the year 2030.

The site is also surrounded by the Village Hall and several Park District facilities including the Wheeling Aquatic Center / Water Park, the Community Recreation Center, and Heritage Park which is in the process of being renovated with new baseball and soccer fields to host all of the community sporting events. The site will naturally become a family friendly gathering place with several entertainment and dining establishments to serve the public.

## Retail Plan

The site plan has about 100,000 Sq Ft of ground floor retail space divided into 10 retail pads which are identified on the site plan and building stat sheet. The retail portion of the project will be anchored by CMX, the VIP cinema experience that provides extra wide seating in luxurious screening rooms / auditoriums. CMX has a stylish lunge and bar area, and they have teamed with Lettuce Entertain You to help them create a comprehensive menu of delectable food items and handcrafted cocktails. Local restaurateurs and national eateries have expressed great interest and support for the Wheeling Town

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Center, and are eager to participate and be a part of its success. Letters of intent for various retail pads throughout the project have been received and are currently being negotiated.

**Residential Apartment Building**

In addition to the energetic retail and convenient shopping, the site will feature a 5-story residential apartment building with 301 luxurious rental units and a first-class amenity package. The building will feature a large courtyard with several attractions for the residents including a sleek outdoor pool and patio area with grill stations, lounge chairs, cabanas, and a fire feature. The outdoor area will also offer lawn space for leisurely activities such as bocce ball, corn hole, and a putting green. The building will also feature an indoor club room with state-of-the-art media services, gaming tables, and a demonstration kitchen so residents can gather for sporting events and private parties. Additional amenities will include a business center, conference room, café lounge, fitness area, game room, and a yoga studio.

The units will be built-out with luxury finishes including Quartz counters, designer light pendants over kitchen islands, stylish kitchen fixtures, and slick window shades. Each unit will have a washer and dryer, and a self-contained HVAC system for ultimate end-user control and comfort.

The whole building will be extremely energy efficient with superior insulation, heightened window ratings and values, energy efficient mechanical systems, and LED lighting throughout the entire structure.

**Parking**

The residential building will wrap around a 6-story parking deck, eliminating any unsightly views of a cold concrete garage. The parking deck will have a total of 595 parking spaces. 497 spaces will be reserved for the residential tenants, and the remaining 98 spaces will be for employees of the retail establishments within the Town Center project. Use of the parking garage will be controlled with a gate system to limit its use to residents and guests and the designated employees.

The retail portion of the project will be serviced by 718 open surface parking spaces plus the 98 parking spaces for employees in the residential parking garage. We are required to reserve 150 parking spaces for Metra Monday through Friday until noon. However, the current demand for the commuter parking on the east side of the tracks is only 103. Metra has agreed to enter into a reciprocal parking agreement based on the inverse demand for commuters and evening retail activity.

A comprehensive Parking Study has been completed and has been provided for your review.

For further information, please contact:
Brad Friedman
773-934-8954
BFriedman@WTCdevelopment.com

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**WHEELING TOWN CENTER FINAL PUD STATISTICAL SHEET AND LIST OF VARIATIONS**
**9/1/16**

| Preliminary PUD Statistical Sheet: | SF | Acres | Coverage | Notes |
|---|---|---|---|---|
| Gross Land Area: | 728,351 | 16.72 | | |
| Maximum amount of land covered by principal buildings and maximum amount of land covered by accessory buildings: | 207,804 | 4.77 | 29% | |
| Maximum amount of land devoted to parking, drives and parking structures: | 264,936 | 6.08 | 36% | |
| Minimum amount of land devoted to landscaped open space: | 73,619 | 1.69 | 10% | |
| Maximum proposed dwelling unit density, if residential, and/or total square footage devoted to non-residential uses: | - | - | - | 18.00 Units/Acre=Residential 98,937 SF=Commercial |
| Proposed number of buildings: | - | - | - | 11 Buildings |
| Maximum number of dwelling units per building: | - | - | - | 1 Building w/301 Residential Units |
| Bedrooms per unit: | - | - | - | Ranges from 1 to 3 |
| Number of motor vehicle and bicycle parking spaces provided, whether surface or in structures, and ratio per unit if residential, or thousand square feet of building area if non-residential: | | | | 1.65/Unit=Residential<br>8.25/1,000 SF=Commercial |

**Preliminary list of variations from Title 19 (Zoning), Title 17 (Planning, Subdivision, and Developments), and Title 21 (Signs):**

**Zoned:** **MXT (Transit Orientated Mixed Use)**

**Portions of a development that are completely commercial in nature shall be considered with respect to the B-3 district regulations.**

**Portions of a development that are completely residential in nature shall be considered with respect to the R-4 district regulations with the exception of the building material requirements outlined in Section 19.05.010(L)6, below.**

| Code/Zoning Section | Requirement | | Actual | Notes |
|---|---|---|---|---|
| 17.46.020: Open Space | 25% of net site area | 182,088 SF | 73,619 SF | |
| **19.04.060: R4 Multiple-Family Residential District** | | | | |
| 19.04.060-D: Lot Requirements | Minimum lot area | 20,000 SF | >20,000 SF | |
| | Minimum lot width | 125 FT | >125 FT | |
| | Minimum lot depth | 125 FT | >125 FT | |
| 19.04.060-E: Minimum Floor Area for Dwelling Units | Efficiency units | 675 SF | 613 SF | |
| | One-bedroom units | 675 SF | 784 SF | |
| | Two-bedroom units | 800 SF | 1,225 SF | |
| | Three-bedroom units | 925 SF | 1,496 SF | |
| 19.04.060-F: Setbacks and Height Restrictions - Principal Building | Minimum front and street side setback | 30 FT | >30 FT | |
| | Minimum setback, interior side | 30 FT | 23 FT | |
| | Minimum rear setback | 30 FT | 12 FT | |
| | Maximum building height 35 feet, or no more than 3 stories | 35 FT | 52.67 FT | |
| | | 3 ST | 5 ST | |
| | Distance between buildings: | | | |
| | One story building 20 feet | 20 FT | N/A FT | |
| | Two-story building 30 feet | 30 FT | N/A FT | |
| | Three-story building 40 feet | 40 FT | N/A FT | |
| | | | 50 FT | Btwn K/J and K/H.2 |
| 19.04.060-H: Density Limited | Maximum density, other (20 units per net acre) | 334 UNITS | 301 UNITS | |
| **19.06.040: B3 General Commercial and Office District** | | | | |
| 19.04.060-D: Lot Requirements | Maximum lot size | 10 AC | <10 AC | |
| | Maximum lot coverage | 35 % | <35 % | |
| | Minimum Green Space | 25 % | 10% | |
| 19.04.060-E: Setbacks, Size & Height Restrictions - Principal Building | Minimum setback from any street (25 FT or Height of the building, whichever is greater) | 25 FT | <25 FT | Buildings A/B/F only |
| | Minimum rear yard setback (25 FT or Height of the building, whichever is greater) | 25 FT | >25 FT | |
| | Minimum setback from any residential lot line (25 FT or Height of the building, whichever is greater) | 25 FT | >25 FT | |
| | Minimum parking setback, all sides | 10 FT | <10 FT | |
| | Maximum building height 35 feet, or no more than 3 stories | 50 FT | 25 FT | |
| | | 4 ST | 1 ST | |
| **Landscape Requirements** | | | | |
| 19.11.020 | Interior Landscaping for Off-street Parking Areas:<br>landscaped islands must be a min of 200 SF<br>landscaped peninsulas must be a min 100 SF<br>the min width of islands between curbs is 5 feet | | | We are meeting the # of trees required, but not the size of the parking islands as noted |
| | Screening for Off-Street Parking Areas<br>street frontage 8' greenbelt in width<br>6' greenbelt along all interior lot lines | | | This is not the ROW area, but inside of the property line. |
| | Foundation Plantings:<br>Foundation plantings to be incorporated along each building façade visible from a public right-of-way. | | | Many buildings are adjacent to the sidewalk and do not have room for landscape unless some changes are made. Foundation plantings were added where possible. |
| **Parking Requirements** | | | | |
| 19.11.010 (Vehicle) | Multi-family, other<br>up to 1 bedroom<br>2 or more bedrooms<br>the min width of islands between curbs is 5 feet | <br>1.7 /Unit<br>2.2 /Unit | <br>1.3 /Unit<br>2.0 /Unit | Refer to September 2016 Shared Parking Study for more detailed information |
| | Retail | | | |
| | Accommodation and Food Service Uses | | | |
| | Entertainment and Recreation Uses | | | |
| 19.11.010 (Bicycle) | Commercial (10+5% of amount of parking over 100) | 46 | 46 | |
| | Residential ((1) for every (2) Dwelling Units) | 148 | 148 | |
| **Signage Requirements** | | | | |
| 21.06.100 (b) 2 | Sign Dimensions | | | |
| | Height | 20 FT | 30 FT | |
| | Area | 100 SF | 450 SF | |

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**Wheeling Town Center**
**Zoning Variation – Landscaping & Tree Replacement**
**Variation Standards**

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   ***Response: The subject property is a large and significant parcel in the Village which the Applicant seeks to develop in a comprehensive and integrated manner that is consistent with the Village Comprehensive Plan. As such, relief is needed from the strict letter of the Village Code with respect to landscaping, including the landscaping requirements for the parking lots and buildings, in order to accommodate a thoughtful and convenient parking layout and allow for a pedestrian-friendly development..***

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   ***Response: The conditions giving rise to the requested variation include the applicant's and the Village's desire to accommodate an integrated, pedestrian-friendly, mixed-use development. This is a unique opportunity, which exists due to the size, layout and location of the subject property. These conditions are not recurrent elsewhere in the district.***

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   ***Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of the desire to develop the property in a manner consistent with the Village Comprehensive Plan. As such, the difficulty or hardship were not caused by the applicant.***

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   ***Response: If the property were only permitted to be used as permitted under the zoning ordinance, the proposed integrated development would not be permitted. This is not a reasonable or desirable use of the subject property, which presents a unique development opportunity for the Village.***

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   ***Response: The proposed development will maintain a significant amount of landscaping, including a Village Green area in the middle of the development that fosters a sense of***

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***community. Therefore, granting the variation will have a positive impact on – but will not alter – the essential character of the locality.***

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   ***Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.***

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**Wheeling Town Center**
**Zoning Variation – Minimum Floor Area**
**Variation Standards**

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   ***Response: The proposed development intends to provide a variety of unit types and options for future residents, including efficiency units that are slightly smaller than the minimum floor area required for efficiency units in the R4 District. The smaller floor area is needed in order to achieve the desired floor plans and building footprint that works within the overall proposed development.***

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   ***Response: The conditions giving rise to the requested variation include the proximity to the Metra train, size and overall location of the subject property. This presents the opportunity to build a transit-oriented development on the site, which often entails smaller floor plans and higher density. Further, the building has been designed to fit within the development as a whole, which is unique to this property and not likely to be duplicated elsewhere in the district.***

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   ***Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of the desire to develop the property in a manner consistent with the Village Comprehensive Plan. As such, the difficulty or hardship were not caused by the applicant.***

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   ***Response: If the efficiency units were made bigger, the property could not be developed with the mixed-use development that offers a variety of residential housing types consistent with the Comprehensive Plan.***

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   ***Response: Granting the variation will have no impact on the essential character of the locality.***

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6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   ***Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.***

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**Wheeling Town Center**
**Zoning Variation – Open Space**
**Variation Standards**

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   ***Response: The subject property is a large and significant parcel in the Village, which the Applicant seeks to develop in a comprehensive and integrated manner that is consistent with the Village Comprehensive Plan. As such, relief is needed from the strict letter of the Village Code with respect to open space in order to allow for an integrated mixed-use development on the property that continues to provide parking for Metra commuters, which is not possible under conventional zoning.***

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   ***Response: The subject property is unique in the Village in its size, layout, and proximity to the Metra and other Village services. These conditions do not exist in other properties in the Village or zoning district.***

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   ***Response: The applicant is the contract purchaser and the property is currently vacant. As such, the difficulty or hardship were not caused by the applicant.***

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   ***Response: If the property were only permitted to be used as permitted under the zoning ordinance, the proposed integrated development would not be permitted. This is not a reasonable or desirable use of the subject property, which presents a unique development opportunity for the Village.***

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   ***Response: Granting the variation will allow for the proposed development, which will bring life and activity to this area of Wheeling and be an amenity to the Village, its residents and visitors. This includes providing unique retail opportunities, a "Village Green" for community gatherings and events, and providing a housing option that is underrepresented in the area. As***

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***such, granting the variation will benefit the locality as opposed to altering its essential character.***

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   ***Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.***

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**Wheeling Town Center**
**Zoning Variation – Parking Stall Size**
**Variation Standards**

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   ***Response: The Fire Department requires additional width for certain drive aisles to ensure adequate access to the southernmost portion of the property due to the property's size and configuration. Further, the relocated gas pipeline along the western boundary of the property requires a wider drive aisle in that portion of the property. Therefore, the 1.5' parking stall size variation is required in order to accommodate these additional drive aisle width requirements while maintaining an appropriate amount of parking for the development.***

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   ***Response: The conditions giving rise to the requested variation include the size and configuration of the property and the presence of the gas pipeline. The conditions are unique to this site and unlikely to recur elsewhere in the zoning district.***

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   ***Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of physical conditions related to the property. As such, the difficulty or hardship were not caused by the applicant.***

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   ***Response: If required to provide the additional 1.5' for the parking stalls, the site would need to be reconfigured and a significant amount of parking would be eliminated. This would reduce the feasibility of developing a transit-oriented, mixed-use development on the property consistent with the Comprehensive Plan.***

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   ***Response: Granting the variation will have no impact on the essential character of the locality. The additional 1.5' will be accommodated by means of vehicle overhang space over the adjacent landscaped islands. Therefore, the requested variation will have no impact on the property or its users.***

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6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   ***Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.***

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**Wheeling Town Center**
**Zoning Variation – Parking**
**Variation Standards**

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   ***Response: The proposed development utilizes high-quality architecture and site planning for a mixed-use development that incorporates a variety of complementary uses. Adding parking would require increased height in the residential building and more surface parking throughout the site, which would compromise the site plan and undermine the transit-oriented nature of the development that the Applicant is trying to achieve. Further, as the shared parking study demonstrates, the parking needs of both the commercial and residential components of the proposed development are well-served by the proposed parking.***

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   ***Response: The conditions giving rise to the requested variation include the proximity to the Metra train, size and overall location of the subject property. This presents the opportunity to build a transit-oriented development on the site, which by definition require less parking. The conditions are unique to this site and unlikely to recur elsewhere in the zoning district.***

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   ***Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of the desire to develop the property in a manner consistent with the Village Comprehensive Plan and best practices for transit-oriented developments. As such, the difficulty or hardship were not caused by the applicant.***

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   ***Response: If required to provide parking as required by the Village Code, the property could not yield a reasonable return while being developed with a transit-oriented, mixed-use development consistent with the Comprehensive Plan.***

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   ***Response: Granting the variation will have no impact on the essential character of the locality.***

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6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   ***Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land. Further, reduced parking will encourage alternative modes of transportation and decrease the traffic impact of the proposed development on the surrounding area.***

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**Wheeling Town Center**
**Zoning Variation – Sign Location**
**Variation Standards**

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   ***Response: This subject property is unique with respect to its size, location, irregular shape and limited frontage along the Dundee Road right-of-way relative to its overall depth. The proposed development intends to utilize high-quality and creative site design with ample landscaping and open space while providing visual interest along the public right-of-way.***

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   ***Response: The conditions giving rise to the requested variation include the size and configuration of the subject property, including its relatively limited frontage along Dundee Road. These conditions are unique to this site and unlikely to be recurrent elsewhere in the zoning district.***

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   ***Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of size and configuration of the property and were not created by the applicant.***

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   ***Response: Development of a high-quality, mixed use development that is consistent with the Village Comprehensive Plan is appropriate for the subject property, which is not possible under conventional zoning regulations.***

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   ***Response: Granting the variation will have no impact on the essential character of the locality.***

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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***Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.***

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# WHEELING TOWN CENTER

**E DUNDEE RD & NORTHGATE PKWY**
**WHEELING, ILLINOIS**

CALLISONRTKL™
A DESIGN CONSULTANCY OF ARCADIS

# FINAL PUD SUBMITTAL 09.20.2016

**DRAWING LIST**


PUD-000 COVER SHEET

**RESIDENTIAL PLANS**
PUD-100 ARCHITECTURAL SITE PLAN
PUD-111 RESIDENTIAL LEVEL 1 FLOOR PLAN
PUD-112 RESIDENTIAL LEVEL 2 FLOOR PLAN
PUD-113 RESIDENTIAL LEVEL 3-5 FLOOR PLAN
PUD-116 RESIDENTIAL ROOF PLAN
PUD-117 GARAGE ROOF PLAN
PUD-200 RESIDENTIAL EXTERIOR ELEVATIONS
PUD-201 RESIDENTIAL EXTERIOR ELEVATIONS
PUD-202 RESIDENTIAL EXTERIOR ELEVATIONS

**CINEMA PLANS**
A100 MASTER PLAN
A101 GROUND LEVEL
A102 UPPER LEVEL
A103 ROOF LEVEL
A104 FACADES EAST & NORTH
A104a FACADES SOUTH & WEST
A105 GENERAL SECTIONS
A106 THEATER SECTIONS
EAST ELEVATION RENDERING
NORTH ELEVATION RENDERING

**CIVIL PLANS**
C0.1 VILLAGE OF WHEELING GENERAL NOTES
C0.2 M.W.R.D.G.C GENERAL NOTES
C0.3 COVER SHEET
C0.4 COVER SHEET
C1.1 SITE DEMOLITION PLAN (NORTH)
C1.2 SITE DEMOLITION PLAN (SOUTH)
C2.1 SITE GEOMETRY PLAN (NORTH)
C2.2 SITE GEOMETRY PLAN (SOUTH)
C3.1 SITE UTILITY PLAN-STORM (NORTH)
C3.2 SITE UTILITY PLAN-STORM (SOUTH)
C3.3 SITE UTILITY PLAN-SANITARY (NORTH)
C3.4 SITE UTILITY PLAN-SANITARY (SOUTH)
C3.5 SITE UTILITY PLAN-WATER (NORTH)
C3.6 SITE UTILITY PLAN-WATER (SOUTH)
C4.1 SITE GRADING & PAVING PLAN (NORTH)
C4.2 SITE GRADING & PAVING PLAN (SOUTH)
C5.1 SITE EROSION & SEDIMENT CONTROL PLAN (NORTH)
C5.2 SITE EROSION & SEDIMENT CONTROL PLAN (SOUTH)
C6.1 SITE WORK DETAILS
C6.2 SITE WORK DETAILS
C6.3 SITE WORK DETAILS
C6.4 SITE WORK DETAILS
C6.5 SITE WORK DETAILS
C6.6 SITE WORK DETAILS
C6.7 SITE WORK DETAILS
CX1.1 DRAINAGE EXHIBIT (NORTH)
CX1.2 DRAINAGE EXHIBIT (SOUTH)
CX2.1 FIRE TRUCK MOVEMENT
CX5.1 SECTION VIEWS

**LANDSCAPE PLANS**
L0.0 TREE SURVEY
L1.0 OVERALL LANDSCAPE PLAN & SHEET KEY
L1.1 LANDSCAPE PLAN
L1.2 LANDSCAPE PLAN
L1.3 LANDSCAPE PLAN
L1.4 LANDSCAPE PLAN
L1.5 LANDSCAPE PLANT LIST
L1.6 LANDSCAPE PLANT PALETTE
L2.0 OVERALL LAYOUT PLAN & SHEET KEY
L2.1 LAYOUT PLAN
L2.2 LAYOUT PLAN - NORTHGATE PARKWAY
L2.21 NORTHGATE PARKWAY
L2.3 LAYOUT PLAN - VILLAGE GREEN
L2.4 LAYOUT PLAN
L3.0 IRRIGATION PLAN

**SITE LIGHTING PLAN**
SL-100 SITE LIGHTING PLAN



**DEVELOPER/OWNER**
**WTC, LLC**
4 EXECUTIVE BLVD
SUITE 200
SUFFERN, NY 10901
PH: (847) 943-0704
CONTACT: BRAD FRIEDMAN

**GENERAL CONTRACTOR**
**WM. A. RANDOLPH, INC.**
820 LAKESIDE DR.
SUITE 3
GURNEE, IL 60031
PH: (847) 856-0123
CONTACT: PETER FARQUHAR

**STRUCTURAL ENGINEER**
**TGRWA, LLC**
600 W. VAN BUREN, SUITE 900
CHICAGO, IL 60607
PH: (312) 341-0055
CONTACT: MICHAEL JUSTICE

**MEPFP ENGINEER**
**THE ENGINEERING STUDIO, INC.**
701 LEE STREET, SUITE 510
DES PLAINES, IL 60016
PH: (847) 795-8810
CONTACT: ERIC STEIN

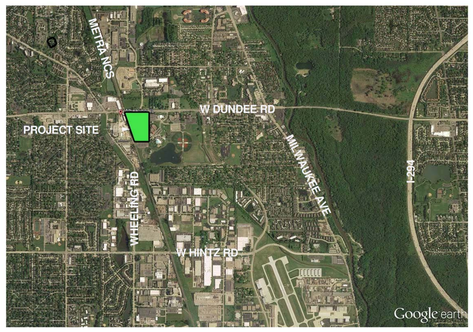
**ARCHITECT**
**CALLISON RTKL**
200 SOUTH MICHIGAN AVE.
SUITE 1800
CHICAGO, IL 60604
PH: (312) 542-5900
CONTACT: ANTHONY FASOLO

**LANDSCAPE ARCHITECT**
**UPLAND DESIGN, LTD.**
24042 LOCKPORT ST.
PLAINFIELD, IL 60544
PH: (815) 254-0091
CONTACT: MICHELLE KELLY

**CIVIL ENGINEER**
**ERIKSSON ENGINEERING ASSOCIATES**
145 COMMERCE DR.
SUITE A
GRAYSLAKE, IL 60030
PH: (847) 223-4804
CONTACT: GEORGE DREGER

**LOW VOLTAGE ENGINEER**
**NETWORK TECHNOLOGIES, INC.**
320 SOUTH PERRY STREET
LAWRENCEVILLE, GA 30045
PH: (678) 460-3932
CONTACT: JEFF COOK


LOCATION MAP

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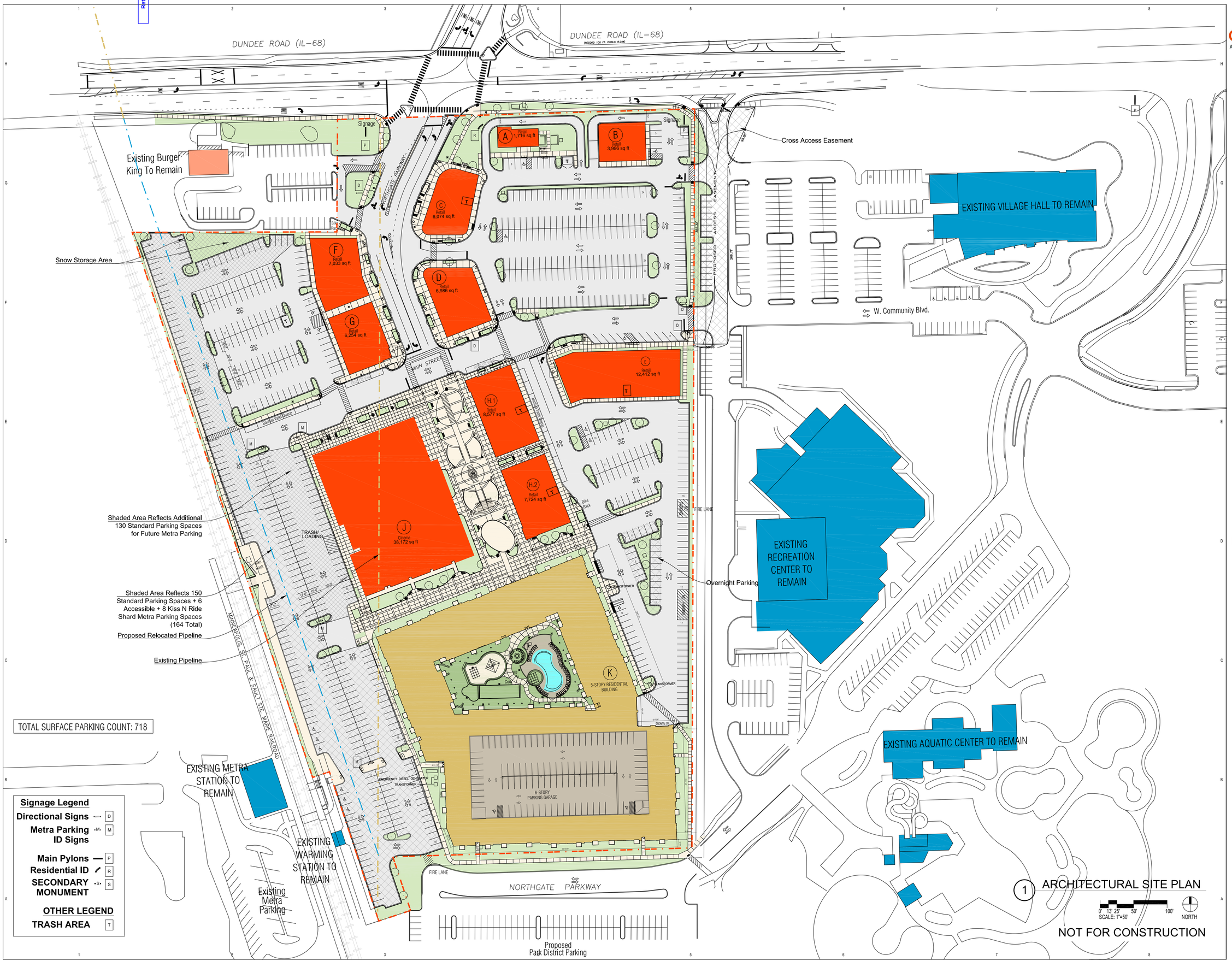


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CALLISONRTKL INC.
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.CALLISONRTKL.COM
PROJECT NUMBER 030-120019.01


CONSULTANT

PROJECT

# WHEELING TOWN CENTER

CLIENT

WTC, LLC
4 Executive Blvd.,
Suite 200
Suffern, NY 10901

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 2 | 9/20/16 | Final PUD Submittal |
| 1 | 9/1/16 | Final PUD Submittal |

SEAL

SHEET IDENTIFICATION

TITLE

## ARCHITECTURAL SITE PLAN

NUMBER

# PUD-100

2016 CALLISONRTKL INC.

Item 6 Agenda

1 LEVEL 1
1/16" = 1'-0"

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016 _mvitale.rvt
TIME 9/20/2016 4:51:54 PM

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312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01


CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 8 | 09.20.2016 | FINAL PUD SUBMITTAL |
| 7 | 09.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE

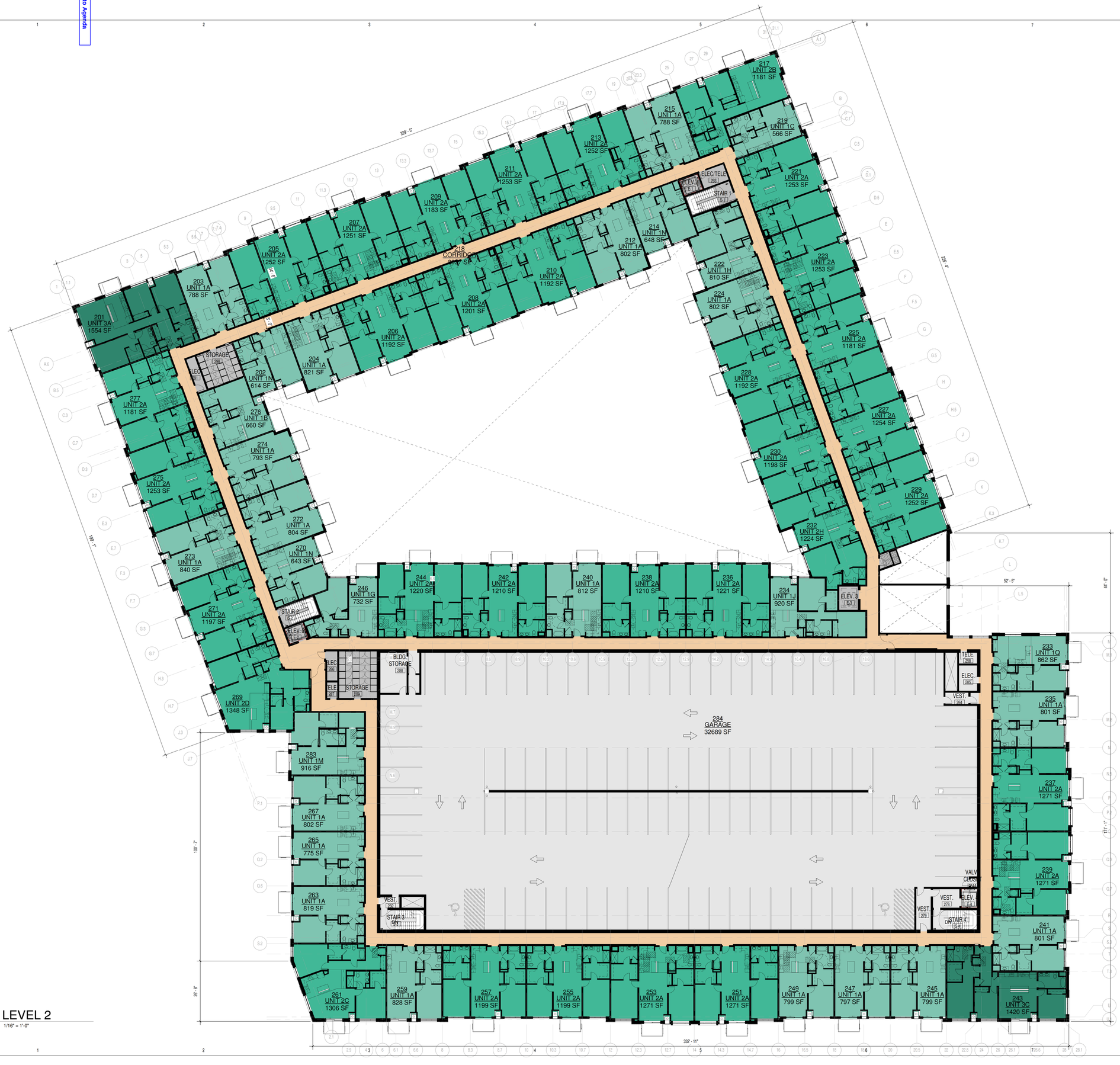
## RESIDENTIAL LEVEL 1 FLOOR PLAN

NUMBER

## PUD-111

2016 CALLISONRTKL INC.

Item 10 Agenda




1 LEVEL 2
1/16" = 1'-0"

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016 _mvitale.rvt

TIME: 9/20/2016 4:52:29 PM

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CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 8 | 09.20.2016 | FINAL PUD SUBMITTAL |
| 7 | 09.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE

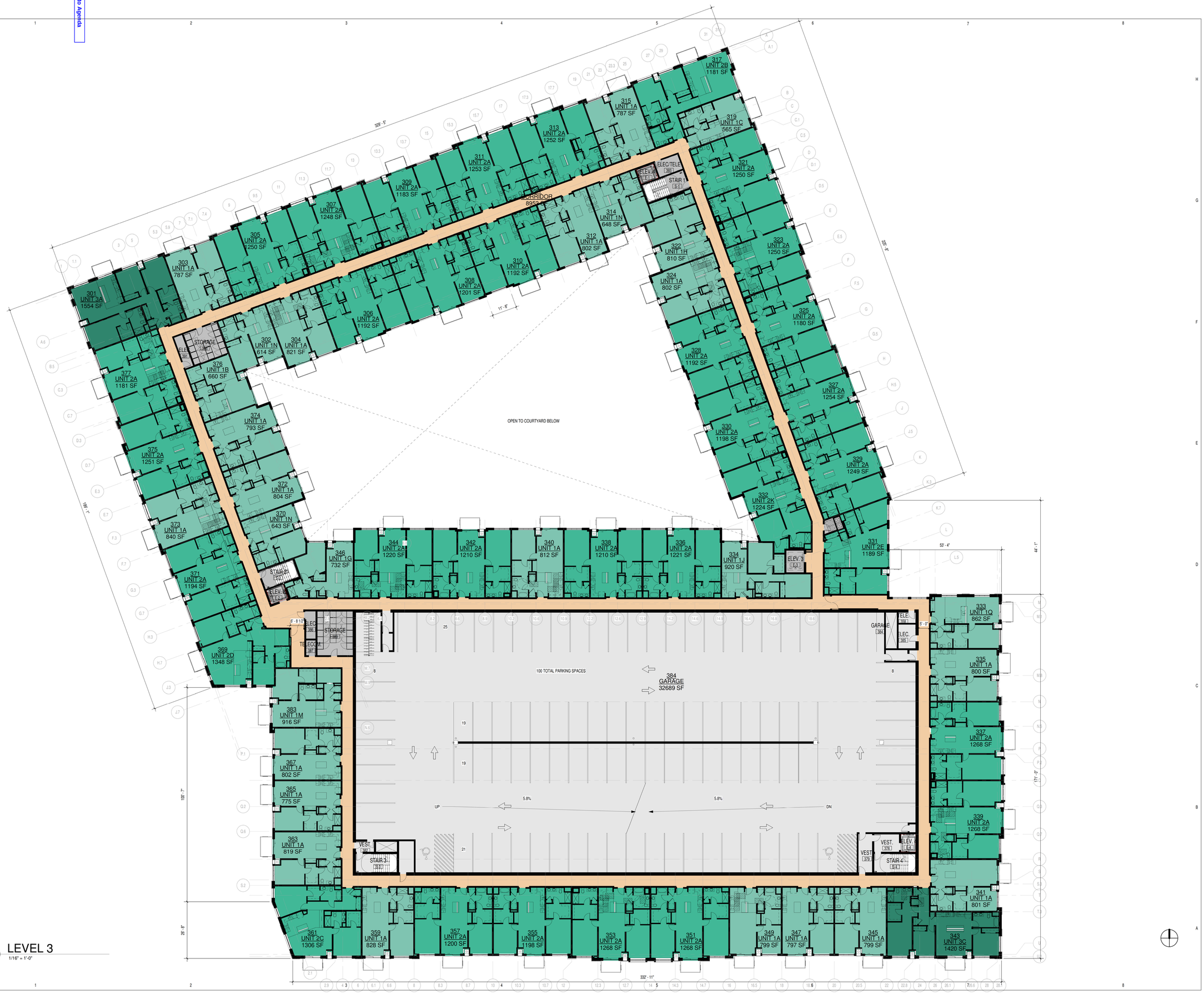
## RESIDENTIAL LEVEL 2 FLOOR PLAN

NUMBER

## PUD-112

2016 CALLISONRTKL INC.

Item 6 Agenda




1 LEVEL 3
1/16" = 1'-0"

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016 _mvitale.rvt

TIME 9/20/2016 4:53:04 PM

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WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 8 | 09.20.2016 | FINAL PUD SUBMITTAL |
| 7 | 09.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE

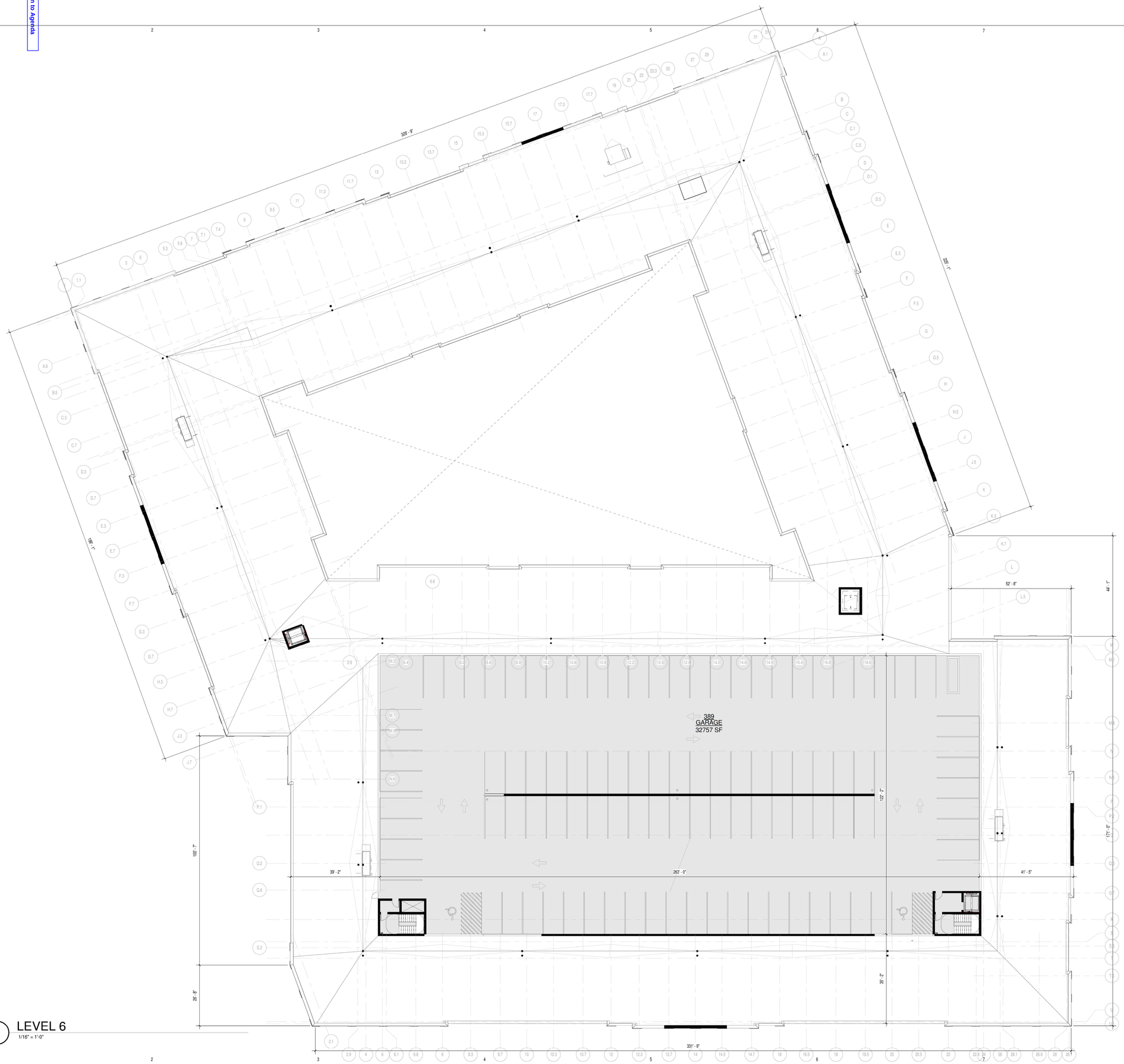
## RESIDENTIAL LEVEL 3-5 FLOOR PLAN

NUMBER

## PUD-113

2016 CALLISONRTKL INC.

Item to Agenda




1 LEVEL 6
1/16" = 1'-0"

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016_mvitale.rvt
TIME 9/20/2016 4:53:31 PM

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312-542-5900 MAIN
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WWW.RTKL.COM
PROJECT NUMBER 030-120019.01


CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 8 | 09.20.2016 | FINAL PUD SUBMITTAL |
| 7 | 09.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE

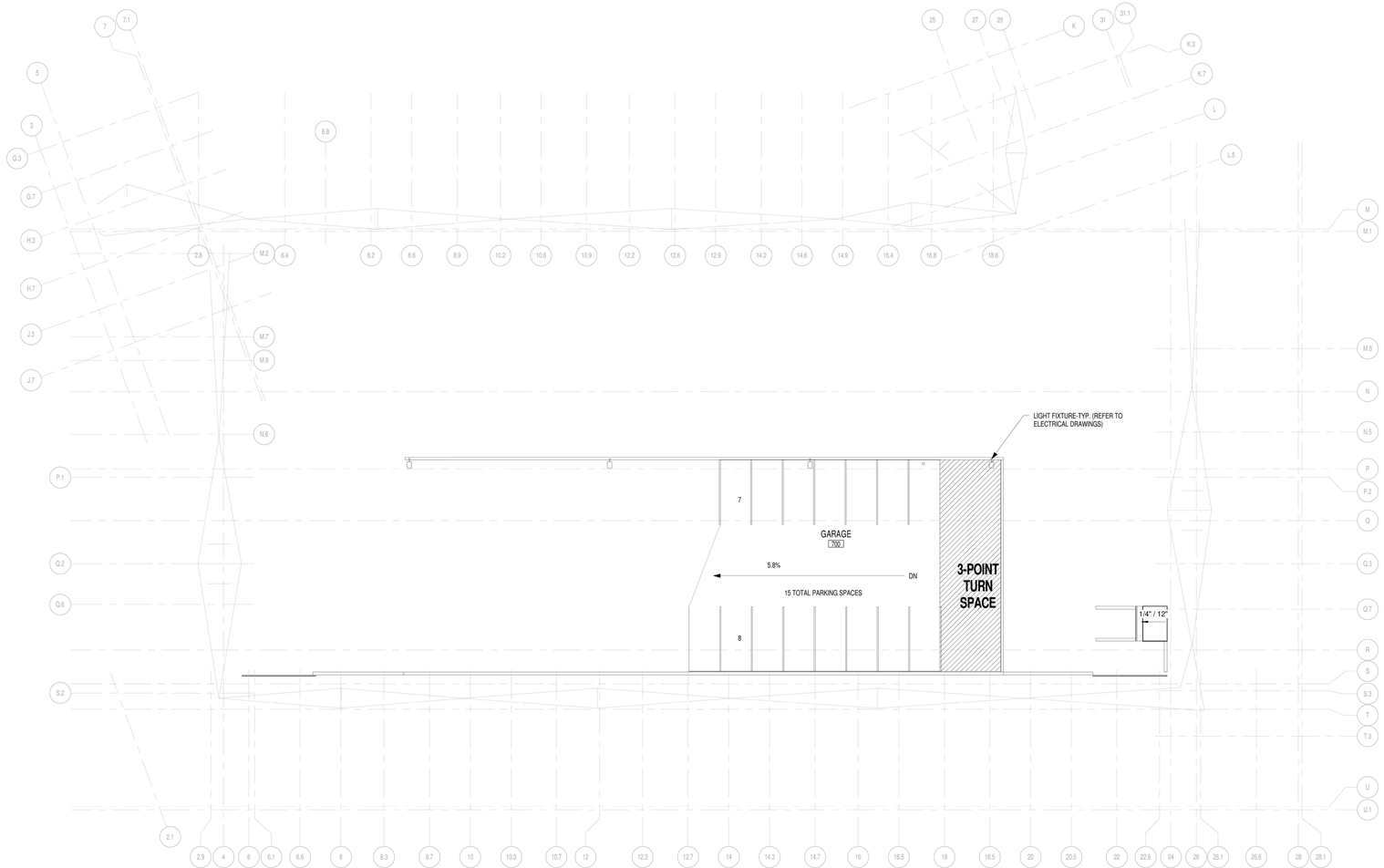
## RESIDENTIAL ROOF PLAN

NUMBER

# PUD-116

2016 CALLISONRTKL INC.

Item to Agenda




1 GARAGE ROOF
1/16" = 1'-0"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CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01


CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 8 | 09.20.2016 | FINAL PUD SUBMITTAL |
| 7 | 09.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE

## GARAGE ROOF PLAN

NUMBER

# PUD-117

2016 CALLISONRTKL INC.

FILE NAME: C:\Users\mwitale\Documents\WTC - CENTRAL 2016 _mwitale.rvt

TIME: 9/20/2016 4:53:53 PM

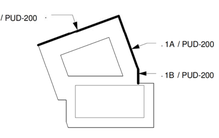
## 2 NORTH ELEVATION
1" = 10'-0"

## 1B EAST ELEVATION (CORNER)
1" = 10'-0"

## 1A EAST ELEVATION (NORTH END)
1" = 10'-0"

### Exterior Material Schedule (PUD)

| Material: Keynote | Material: Description | Material: Model | Material: Color |
|---|---|---|---|
| CST-1A | CAST STONE | SMOOTH/SPLIT FACE | WHITE & LIMESTONE |
| CST-1B | CAST STONE | SMOOTH/SPLIT FACE | GREY - TBD |
| FB-1A | FACE BRICK | UTILITY BRICK | DOVE |
| FB-1B | FACE BRICK | UTILITY BRICK | CHEYENNE BLEND |
| FB-1C | FACE BRICK | UTILITY BRICK | MONUMENT WHITE |
| FB-1D | FACE BRICK | UTILITY BRICK | DARK GRAY |
| FB-2C | FACE BRICK | DOUBLE MONARCH | MONUMENT WHITE |
| FB-3A | SOLDIER COURSE BRICK | MODULAR ECONOMO | DOVE |
| FB-3B | FACE BRICK | MODULAR ECONOMO | CHEYENNE BLEND |
| FB-3C | SOLDIER COURSE BRICK | MODULAR ECONOMO | MONUMENT WHITE |
| FCB-1A | FIBER CEMENT BOARD | SMOOTH | AGED PEWTER |
| FCB-1B | FIBER CEMENT BOARD | SMOOTH | COBBLE STONE |
| FCB-1C | FIBER CEMENT BOARD | SMOOTH | RICH ESPRESSO |
| FCB-1D | FIBER CEMENT BOARD | SMOOTH | TO MATCH MP-1A |
| MP-1A | METAL PANEL | SMOOTH FINISH | COLOR TBD |




## ELEVATION KEY
1" = 200'-0"

FILE NAME C:\Users\mvitale\Documents\WTC - CENTRAL 2016 _mvitale.rvt
TIME 9/20/2016 4:55:03 PM

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CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K

CLIENT
WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 8 | 09.20.2016 | FINAL PUD SUBMITTAL |
| 7 | 09.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION
TITLE
**RESIDENTIAL EXTERIOR ELEVATIONS**
NUMBER
**PUD-200**

2016 CALLISONRTKL INC.

Return to Agenda

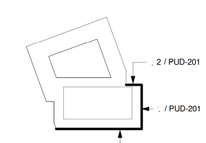
3 SOUTH ELEVATION
1" = 10'-0"

2 EAST ELEVATION (MIDDLE)
1" = 10'-0"

1 EAST ELEVATION (SOUTH END)
1" = 10'-0"

**Exterior Material Schedule (PUD)**

| Material: Keynote | Material: Description | Material: Model | Material: Color |
|---|---|---|---|
| CST-1A | CAST STONE | SMOOTH/SPLIT FACE | WHITE & LIMESTONE |
| CST-1B | CAST STONE | SMOOTH/SPLIT FACE | GREY - TBD |
| FB-1A | FACE BRICK | UTILITY BRICK | DOVE |
| FB-1B | FACE BRICK | UTILITY BRICK | CHEYENNE BLEND |
| FB-1C | FACE BRICK | UTILITY BRICK | MONUMENT WHITE |
| FB-1D | FACE BRICK | UTILITY BRICK | DARK GRAY |
| FB-2C | FACE BRICK | DOUBLE MONARCH | MONUMENT WHITE |
| FB-3A | SOLDIER COURSE BRICK | MODULAR ECONOMO | DOVE |
| FB-3B | FACE BRICK | MODULAR ECONOMO | CHEYENNE BLEND |
| FB-3C | SOLDIER COURSE BRICK | MODULAR ECONOMO | MONUMENT WHITE |
| FCB-1A | FIBER CEMENT BOARD | SMOOTH | AGED PEWTER |
| FCB-1B | FIBER CEMENT BOARD | SMOOTH | COBBLE STONE |
| FCB-1C | FIBER CEMENT BOARD | SMOOTH | RICH ESPRESSO |
| FCB-1D | FIBER CEMENT BOARD | SMOOTH | TO MATCH MP-1A |
| MP-1A | METAL PANEL | SMOOTH FINISH | COLOR TBD |




ELEVATION KEY
1" = 200'-0"

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TIME 9/20/2016 4:55:57 PM

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CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K

CLIENT
WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 8 | 09.20.2016 | FINAL PUD SUBMITTAL |
| 7 | 09.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION
TITLE
**RESIDENTIAL EXTERIOR ELEVATIONS**
NUMBER
**PUD-201**

2016 CALLISONRTKL INC.

Return to Agenda

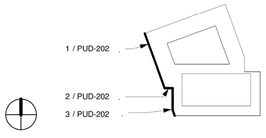
3 WEST ELEVATION (SOUTH END)
1" = 10'-0"

2 WEST ELEVATION (MIDDLE)
1" = 10'-0"

1 WEST ELEVATION (NORTH END)
1" = 10'-0"

**Exterior Material Schedule (PUD)**

| Material: Keynote | Material: Description | Material: Model | Material: Color |
|---|---|---|---|
| CST-1A | CAST STONE | SMOOTH/SPLIT FACE | WHITE & LIMESTONE |
| CST-1B | CAST STONE | SMOOTH/SPLIT FACE | GREY - TBD |
| FB-1A | FACE BRICK | UTILITY BRICK | DOVE |
| FB-1B | FACE BRICK | UTILITY BRICK | CHEYENNE BLEND |
| FB-1C | FACE BRICK | UTILITY BRICK | MONUMENT WHITE |
| FB-1D | FACE BRICK | UTILITY BRICK | DARK GRAY |
| FB-2C | FACE BRICK | DOUBLE MONARCH | MONUMENT WHITE |
| FB-3A | SOLDIER COURSE BRICK | MODULAR ECONOMO | DOVE |
| FB-3B | FACE BRICK | MODULAR ECONOMO | CHEYENNE BLEND |
| FB-3C | SOLDIER COURSE BRICK | MODULAR ECONOMO | MONUMENT WHITE |
| FCB-1A | FIBER CEMENT BOARD | SMOOTH | AGED PEWTER |
| FCB-1B | FIBER CEMENT BOARD | SMOOTH | COBBLE STONE |
| FCB-1C | FIBER CEMENT BOARD | SMOOTH | RICH ESPRESSO |
| FCB-1D | FIBER CEMENT BOARD | SMOOTH | TO MATCH MP-1A |
| MP-1A | METAL PANEL | SMOOTH FINISH | COLOR TBD |




ELEVATION KEY
1" = 200'-0"

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CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 8 | 09.20.2016 | FINAL PUD SUBMITTAL |
| 7 | 09.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE

## RESIDENTIAL EXTERIOR ELEVATIONS

NUMBER

# PUD-202

2016 CALLISONRTKL INC.

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TIME 9/20/2016 4:56:46 PM

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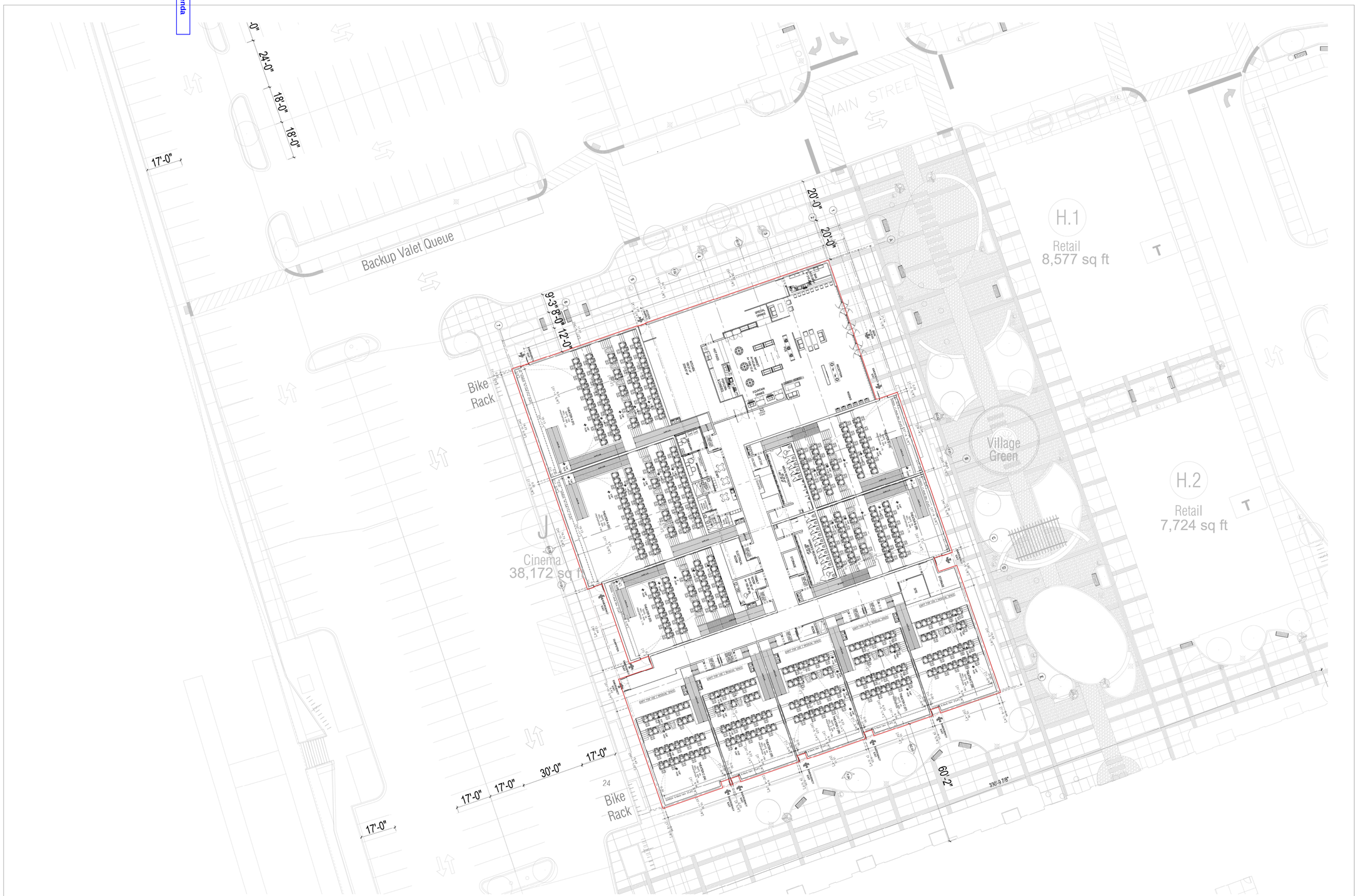
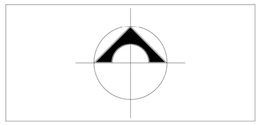



**A.00 | MASTER PLAN**

L ± 0.00, 0.00' SC. 1:250

CMX
THE VIP CINEMA EXPERIENCE



LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

| | |
|---|---|
| F.F.L. | FINISH FLOOR LEVEL. |
| S.S.L. | STRUCTURAL SLAB LEVEL |
| F.C.L. | FINISH CEILING LEVEL |
| S.F.L. | STRUCTURAL FLOOR LEVEL. |
| L.S.L. | LOWER SLAB LEVEL |
| P.L. | PARAPET LEVEL. |
| F.R.L. | FINISHED ROOF LEVEL |

1.22 → DIMENSIONS IN METERS
[4'] → DIMENSIONS IN FEET

Exhibit received September 22, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

COMPLEX DATA

| | | | | |
|---|---|---|---|---|
| BUILT UP AREA sq.ft | 38,172 sq.ft | | | |
| CONSTRUCTION sqm | 4043.17 sqm | | | |
| CONSTRUCTION sq.ft | 43520.32 sq.ft | | | |
| # SEATS | 796 | - | | |

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews

| | | | | |
|---|---|---|---|---|
| 0 | | | | |
| 09/01/16 | | | | |
| | | | | |
| | | | | |

Project

CINEMEX
WHEELING

MARKET

10 THEATERS

Division

ARCHITECTURE

Content

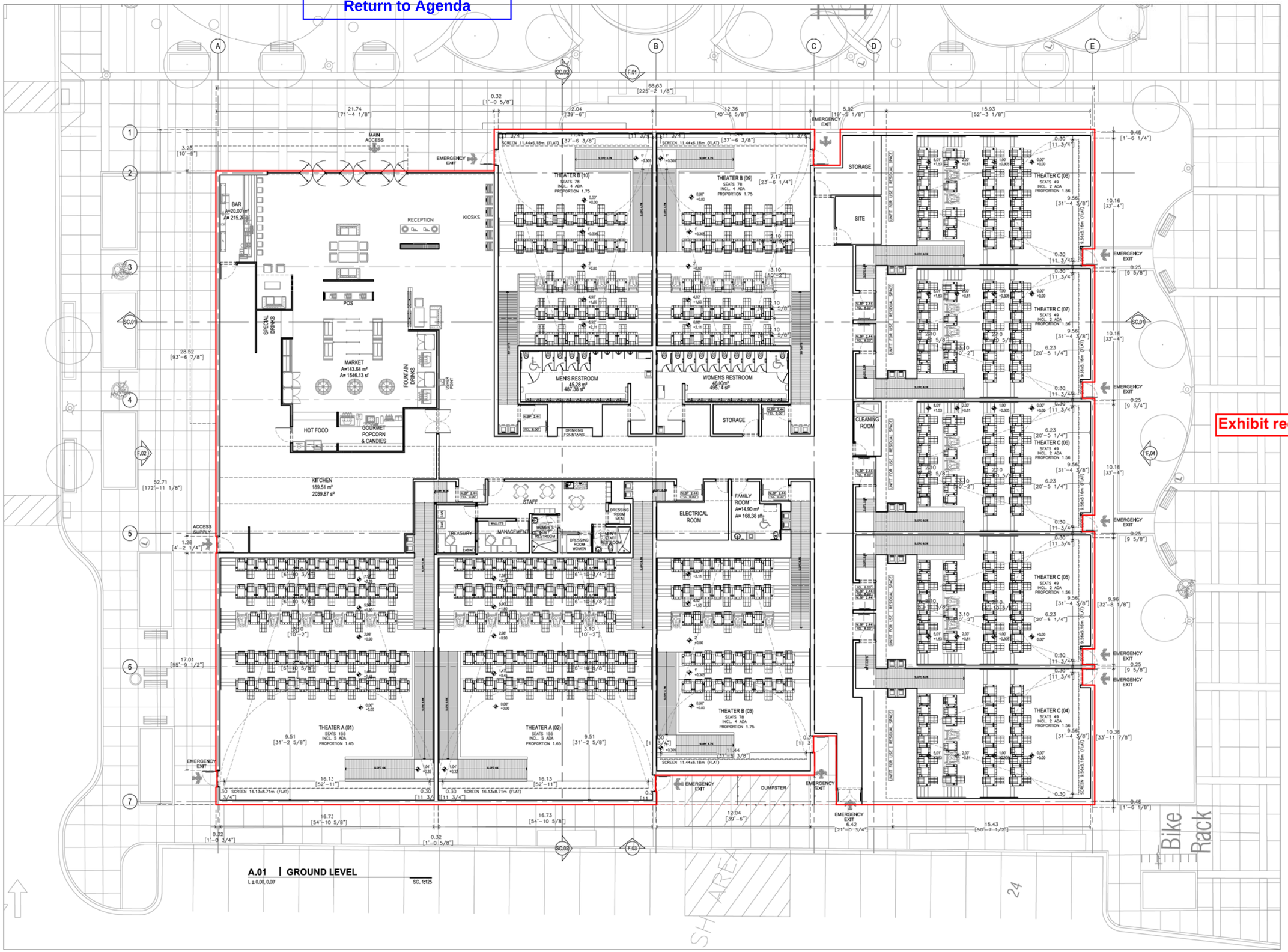
MASTER PLAN
FINAL PUD SUBMITTAL

Scale 1:250

Date 09/01/16

Sheet Number A100

Return to Agenda




**A.01 | GROUND LEVEL**

L ± 0.00, 0.00'

SC. 1:125

CMX
THE VIP CINEMA EXPERIENCE

LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

| | |
|---|---|
| F.F.L. | FINISH FLOOR LEVEL. |
| S.S.L. | STRUCTURAL SLAB LEVEL |
| F.C.L. | FINISH CEILING LEVEL |
| S.F.L. | STRUCTURAL FLOOR LEVEL. |
| L.S.L. | LOWER SLAB LEVEL |
| P.L. | PARAPET LEVEL. |
| F.R.L. | FINISHED ROOF LEVEL |

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

| COMPLEX DATA | | | |
|---|---|---|---|
| BUILT UP AREA sq.ft | 38,172 sq.ft | | |
| CONSTRUCTION sqm | 4043.17 sqm | | |
| CONSTRUCTION sq.ft | 43520.32 sq.ft | | |
| # SEATS | 796 | - | |

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

| Revisions | | | |
|---|---|---|---|
| 0 | | | |
| Description | | | |

Project
CINEMEX
WHEELING

MARKET

10 THEATERS

Division
ARCHITECTURE

Content
GROUND LEVEL

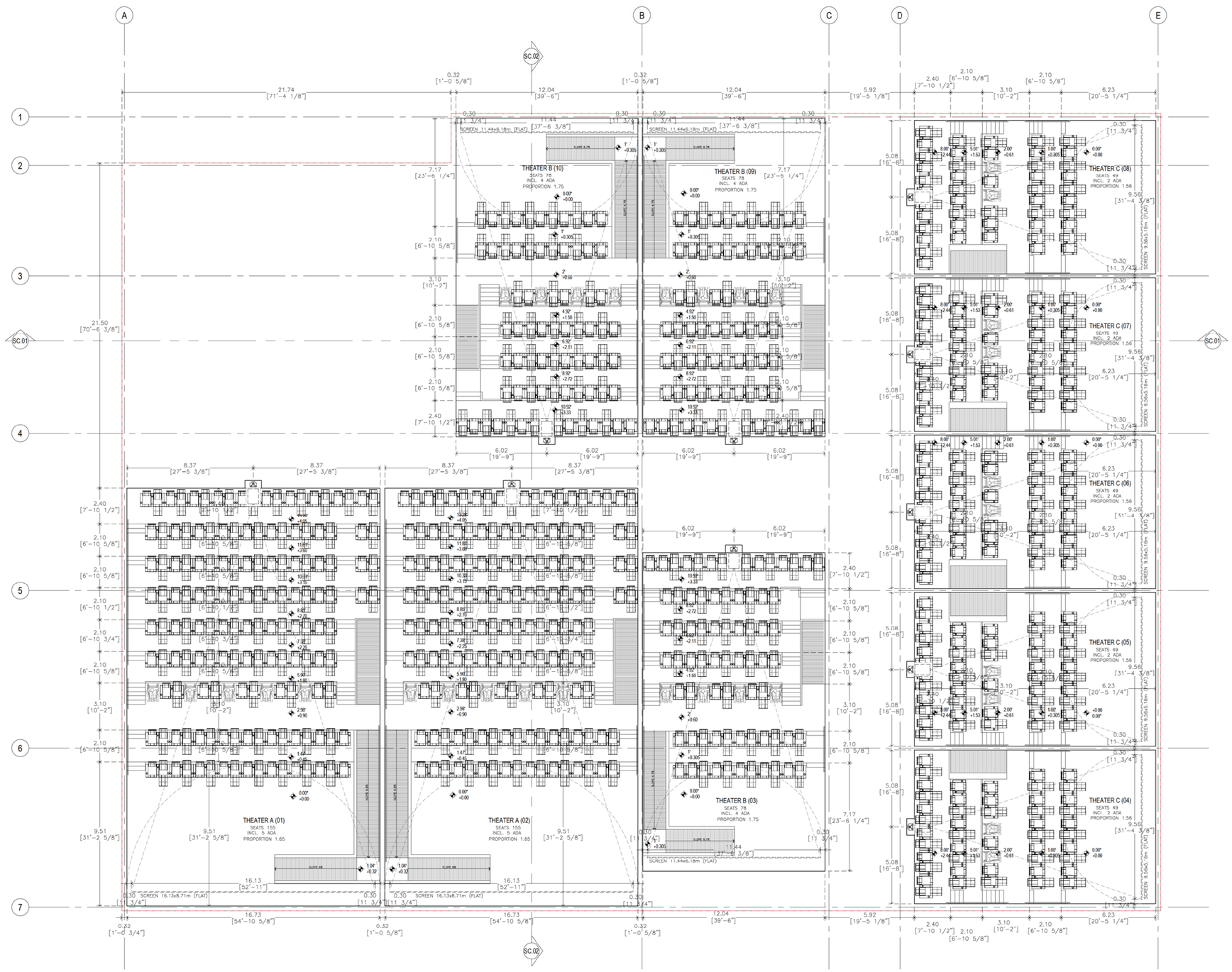
Final PUD Submittal

Scale 1:125

Date 09/01/16

Sheet Number A101

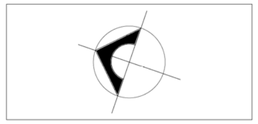
Return to Agenda

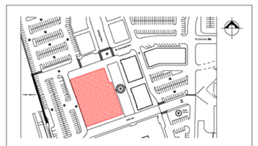



**A.02 | UPPER LEVEL**

SC. 1:125

CMX
THE VIP CINEMA EXPERIENCE





LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

| | |
|---|---|
| F.F.L. | FINISH FLOOR LEVEL. |
| S.S.L. | STRUCTURAL SLAB LEVEL |
| F.C.L. | FINISH CEILING LEVEL |
| S.F.L. | STRUCTURAL FLOOR LEVEL. |
| L.S.L. | LOWER SLAB LEVEL |
| P.L. | PARAPET LEVEL. |
| F.R.L. | FINISHED ROOF LEVEL |

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

| COMPLEX DATA | | | | |
|---|---|---|---|---|
| BUILT UP AREA sq.ft | 38,172 sq.ft | | | |
| CONSTRUCTION sqm | 4043.17 sqm | | | |
| CONSTRUCTION sq.ft | 43520.32 sq.ft | | | |
| # SEATS | 796 | - | | |

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

| Reviews | | | | |
|---|---|---|---|---|
| 0 | | | | |
| -/-/- | | | | |
| | | | | |

Project

CINEMEX
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UPPER LEVEL

Final PUD Submittal

Scale 1:125

Date 09/01/16

Sheet Number A102

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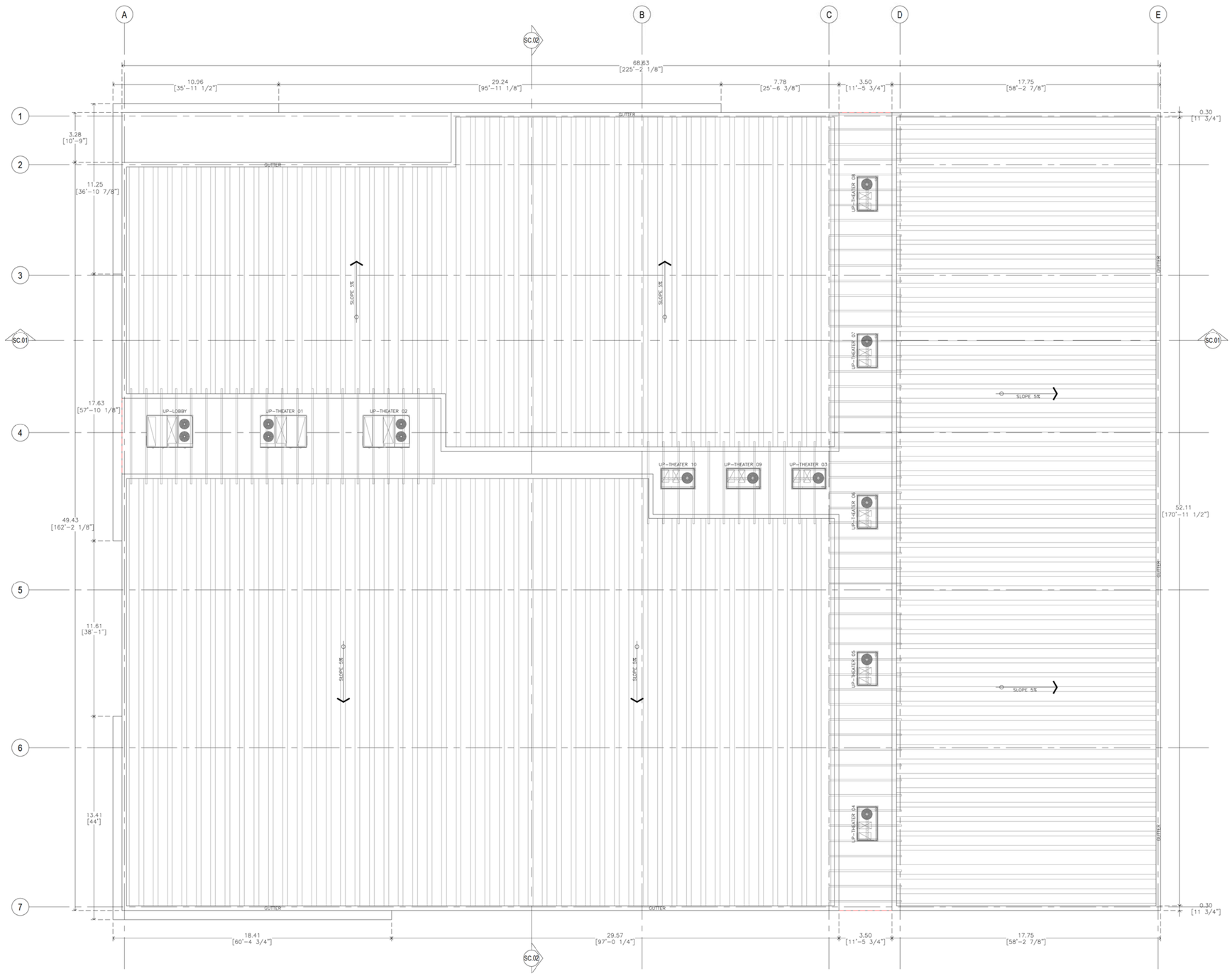
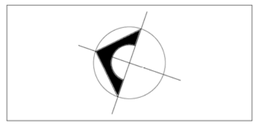



**A.03 | ROOF LEVEL**

SC. 1:125

CMX
THE VIP CINEMA EXPERIENCE



LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

| | |
|---|---|
| F.F.L. | FINISH FLOOR LEVEL. |
| S.S.L. | STRUCTURAL SLAB LEVEL |
| F.C.L. | FINISH CEILING LEVEL |
| S.F.L. | STRUCTURAL FLOOR LEVEL. |
| L.S.L. | LOWER SLAB LEVEL |
| P.L. | PARAPET LEVEL. |
| F.R.L. | FINISHED ROOF LEVEL |

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema coresponds to the FFL 0.00' of the complex.

COMPLEX DATA

| | |
|---|---|
| BUILT UP AREA sq.ft | 38,172 sq.ft |
| CONSTRUCTION sqm | 4043.17 sqm |
| CONSTRUCTION sq.ft | 43,500.32 sq.ft |
| # SEATS | 796 |

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews

| | | | | |
|---|---|---|---|---|
| 0 | | | | |
| -/-/-/- | | | | |
| | | | | |

Project

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ROOF LEVEL

Final PUD Submittal

Scale
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Date
09/01/16

Sheet Number
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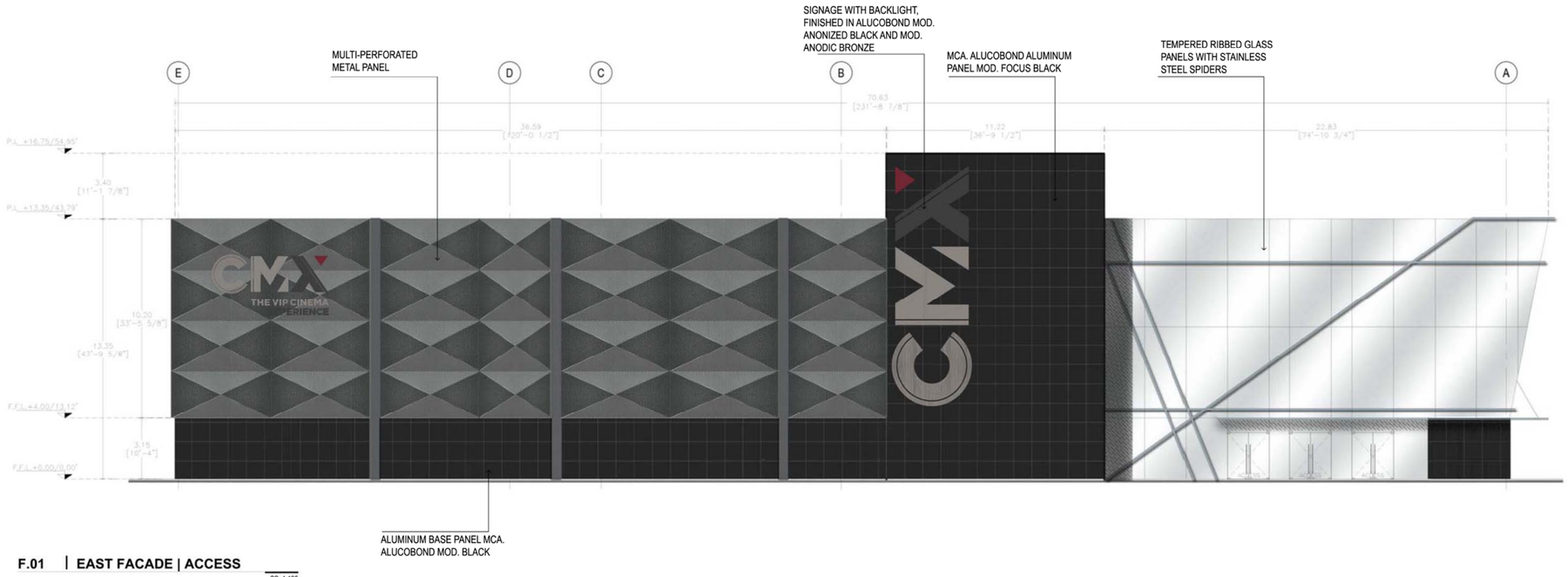
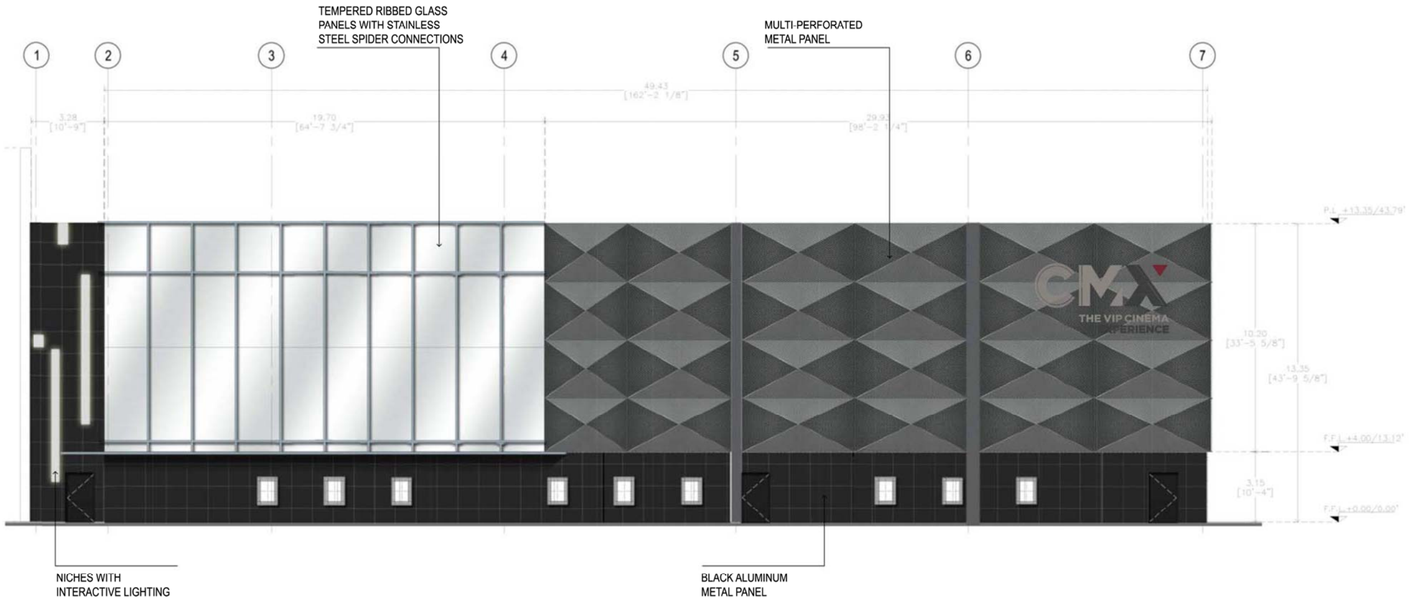



**F.01 | EAST FACADE | ACCESS**

SC. 1:125




**F.02 | NORTH FACADE**

SC. 1:125

CMX THE VIP CINEMA EXPERIENCE

LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

| | |
|---|---|
| F.F.L. | FINISH FLOOR LEVEL. |
| S.S.L. | STRUCTURAL SLAB LEVEL |
| F.C.L. | FINISH CEILING LEVEL |
| S.F.L. | STRUCTURAL FLOOR LEVEL. |
| L.S.L. | LOWER SLAB LEVEL |
| P.L. | PARAPET LEVEL. |
| F.R.L. | FINISHED ROOF LEVEL |

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

| COMPLEX DATA | |
|---|---|
| BUILT UP AREA sq.ft | 38,172 sq.ft |
| CONSTRUCTION sqm | 4043.17 sqm |
| CONSTRUCTION sq.ft | 43520.32 sq.ft |
| # SEATS | 796 |

Designer

HF Arquitectos

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews

| | | | | |
|---|---|---|---|---|
| 0 | | | | |
| --/--/-- | | | | |

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FACADES EAST & NORTH FINISH PROPOSAL

Scale 1:125

Date 09/01/16

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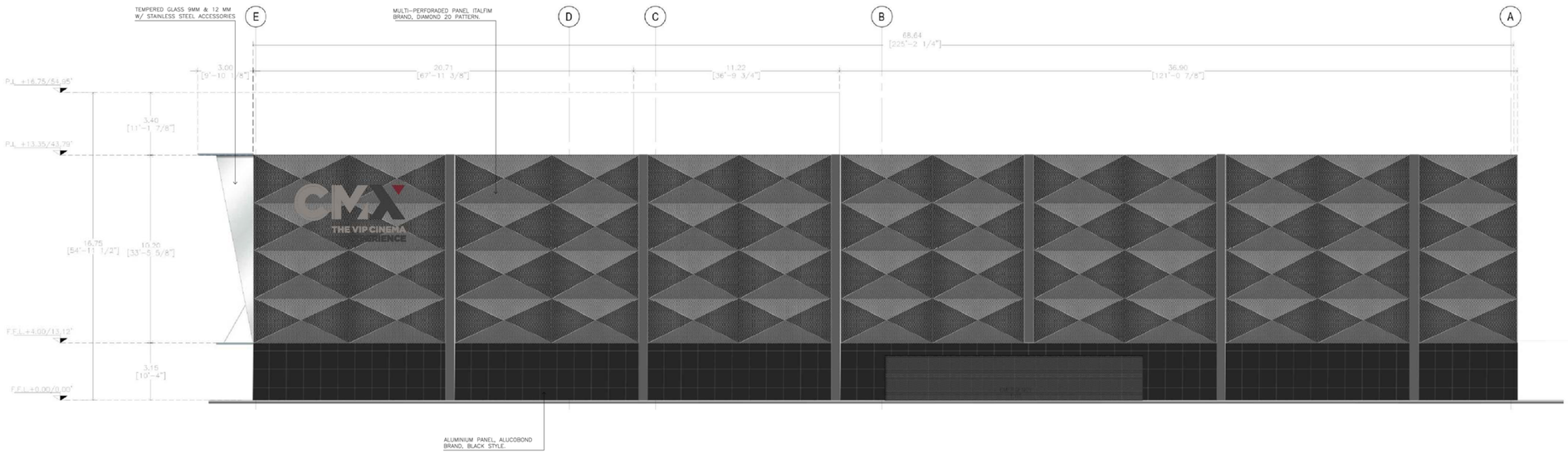
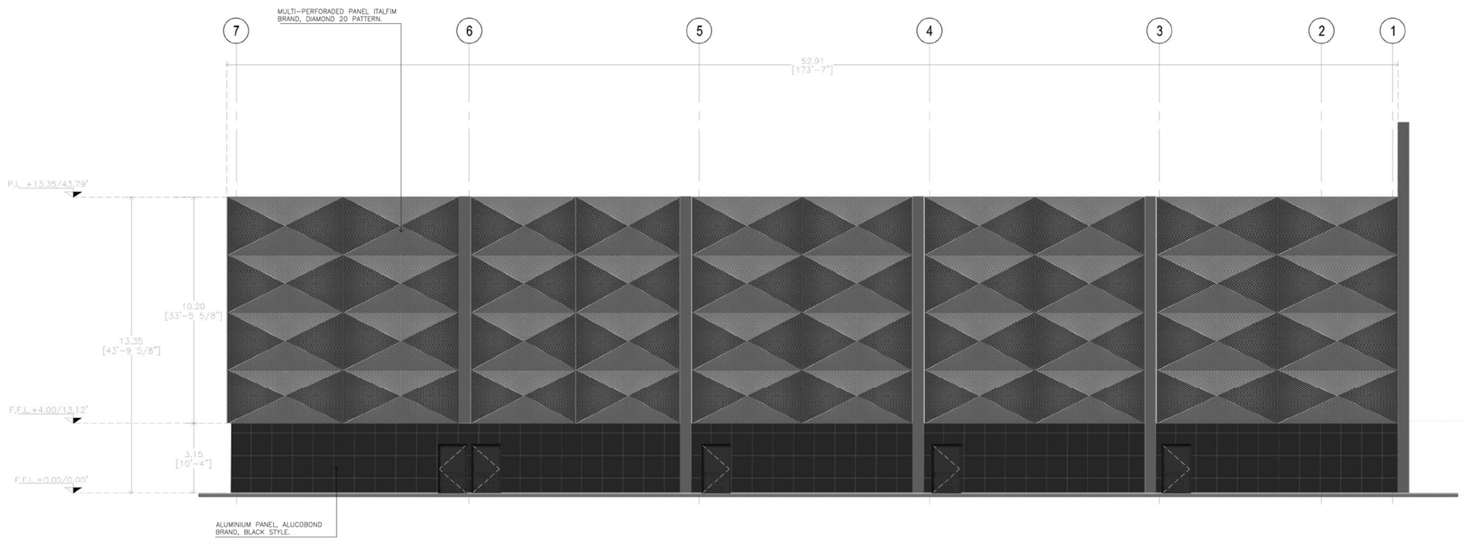



**F.03 | WEST FACADE**

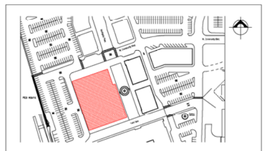
SC. 1:125




**F.04 | SOUTH FACADE**

SC. 1:125

THE VIP CINEMA EXPERIENCE



LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

| | |
|---|---|
| F.F.L. | FINISH FLOOR LEVEL. |
| S.S.L. | STRUCTURAL SLAB LEVEL |
| F.C.L. | FINISH CEILING LEVEL |
| S.F.L. | STRUCTURAL FLOOR LEVEL. |
| L.S.L. | LOWER SLAB LEVEL |
| P.L. | PARAPET LEVEL. |
| F.R.L. | FINISHED ROOF LEVEL |

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

| COMPLEX DATA | | | | |
|---|---|---|---|---|
| BUILT UP AREA sq.ft | 38,172 sq.ft | | | |
| CONSTRUCTION sqm | 4043.17 sqm | | | |
| CONSTRUCTION sq.ft | 43520.32 sq.ft | | | |
| # SEATS | 796 | - | | |

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

| Reviews | | | | |
|---|---|---|---|---|
| 0 | | | | |
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Project

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FACADES SOUTH & WEST FINISH PROPOSAL

Final PUD Submittal

Scale 1:125

Date 09/01/16

Sheet Number A104a

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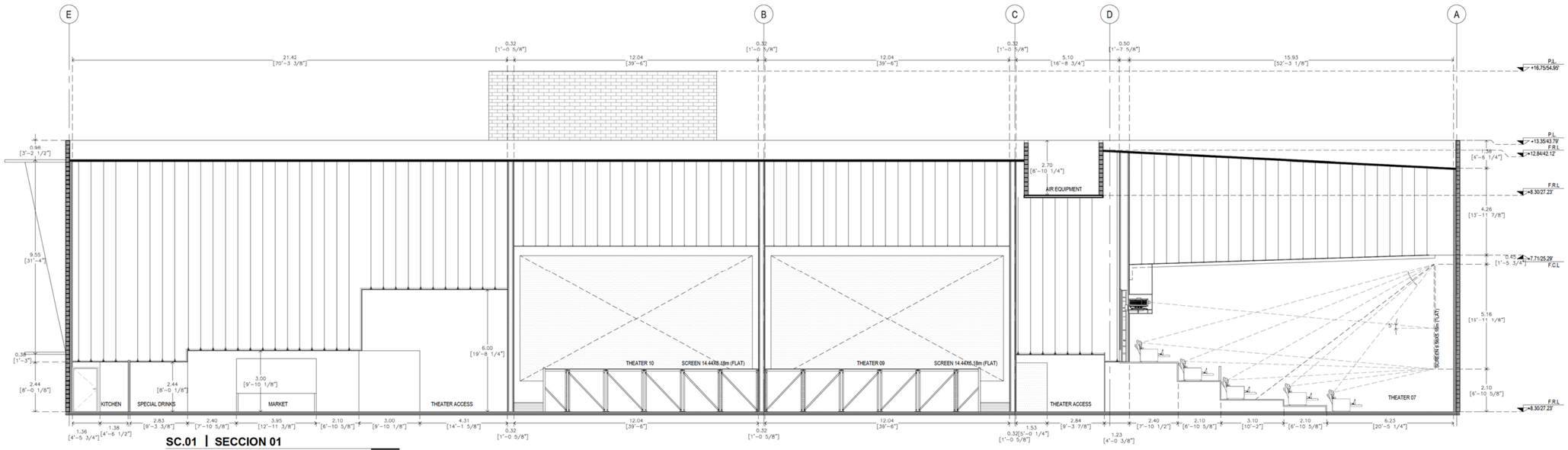
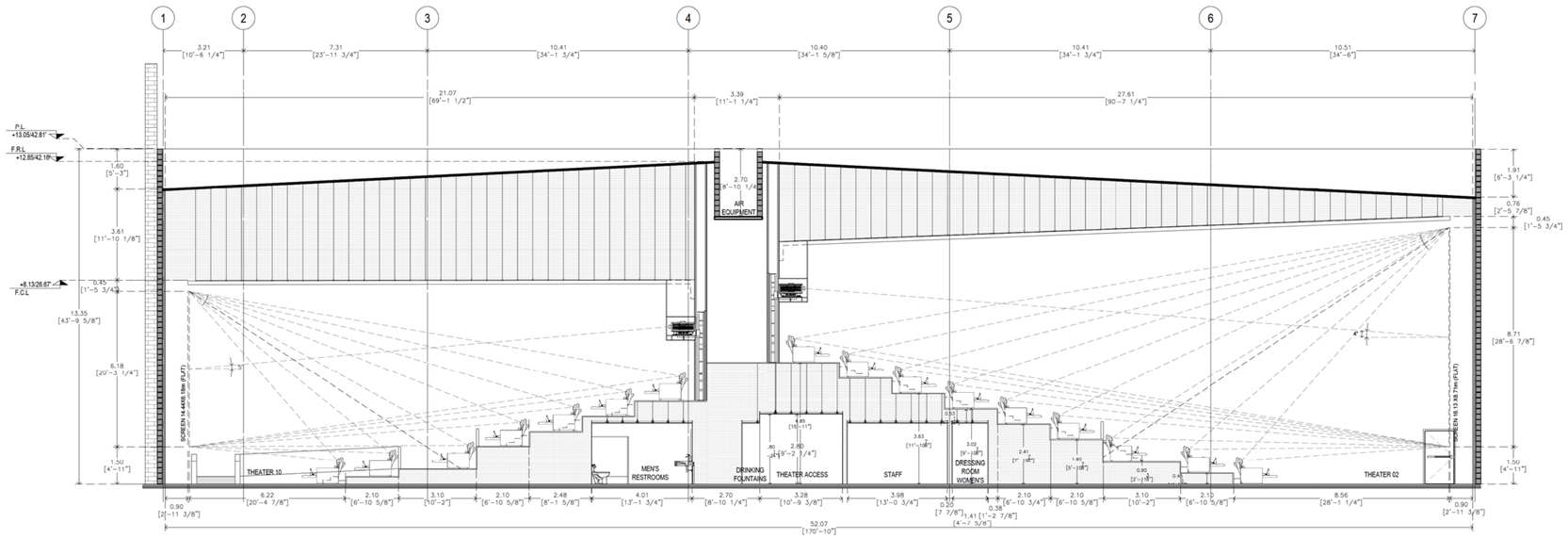



## SC.01 | SECCION 01

L ± 0.00, 0.00' SC. 1:100




## SC.02 | SECCION 02

L ± 0.00, 0.00' SC. 1:100

THE VIP CINEMA EXPERIENCE

LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

| | |
|---|---|
| F.F.L. | FINISH FLOOR LEVEL. |
| S.S.L. | STRUCTURAL SLAB LEVEL |
| F.C.L. | FINISH CEILING LEVEL |
| S.F.L. | STRUCTURAL FLOOR LEVEL. |
| L.S.L. | LOWER SLAB LEVEL |
| P.L. | PARAPET LEVEL. |
| F.R.L. | FINISHED ROOF LEVEL |

1.22 [4'] DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

COMPLEX DATA

| | | | | |
|---|---|---|---|---|
| BUILT UP AREA sq.ft | 38,172 sq.ft | | | |
| CONSTRUCTION sqm | 4043.17 sqm | | | |
| CONSTRUCTION sq.ft | 43520.32 sq.ft | | | |
| # SEATS | 796 | - | | |

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews

| | | | | |
|---|---|---|---|---|
| 0 | | | | |
| -/-/- | | | | |
| | | | | |

Project

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GENERAL SECTIONS

Final PUD Submittal

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Date 09/01/16

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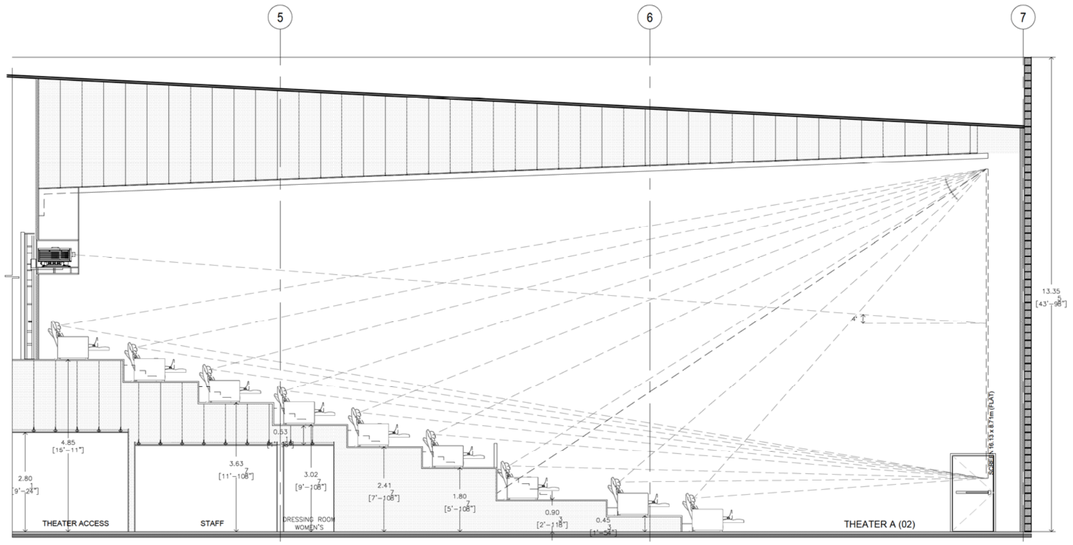
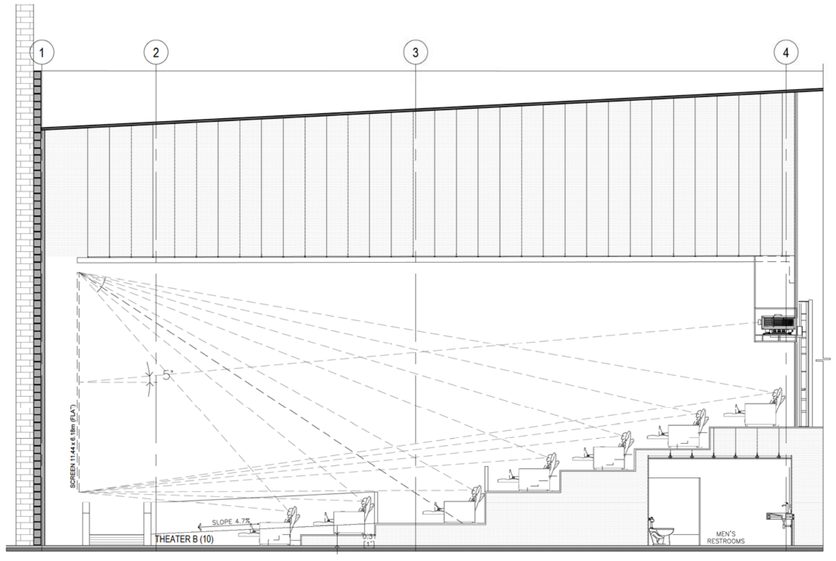


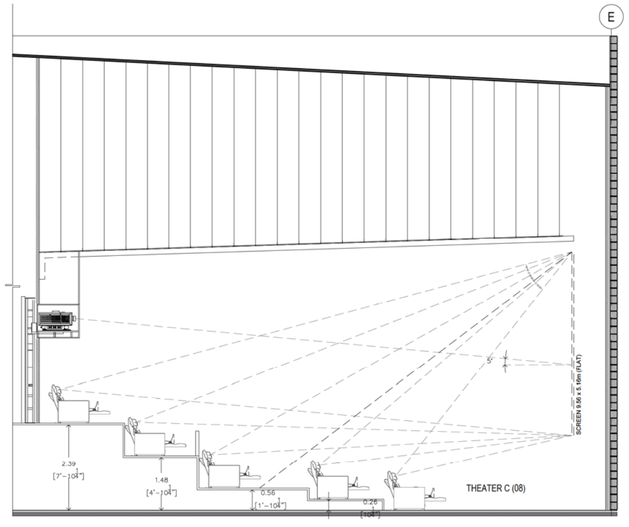

THEATER A (01 & 02)

SC. 1:75




THEATER B (03, 09 & 10)

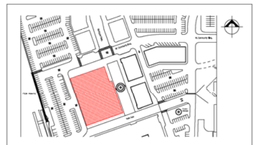
SC. 1:75




THEATER C (04, 05, 06, 07 & 08)

SC. 1:75

CMX
THE VIP CINEMA EXPERIENCE



LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

| | |
|---|---|
| F.F.L. | FINISH FLOOR LEVEL. |
| S.S.L. | STRUCTURAL SLAB LEVEL |
| F.C.L. | FINISH CEILING LEVEL |
| S.F.L. | STRUCTURAL FLOOR LEVEL. |
| L.S.L. | LOWER SLAB LEVEL |
| P.L. | PARAPET LEVEL. |
| F.R.L. | FINISHED ROOF LEVEL |

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL + 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

| COMPLEX DATA | |
|---|---|
| BUILT UP AREA sq.ft | 38,172 sq.ft |
| CONSTRUCTION sqm | 4043.17 sqm |
| CONSTRUCTION sq.ft | 43,520.32 sq.ft |
| # SEATS | 796 |

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

| Reviews | | | | |
|---|---|---|---|---|
| 0 | | | | |
| -/-/- | | | | |
| | | | | |

Project

CINEMEX
WHEELING

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ELEVATIONS

Final PUD Submittal

Scale 1:75

Date 09/01/16

Sheet Number

A106

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Exhibit received September 1, 2016

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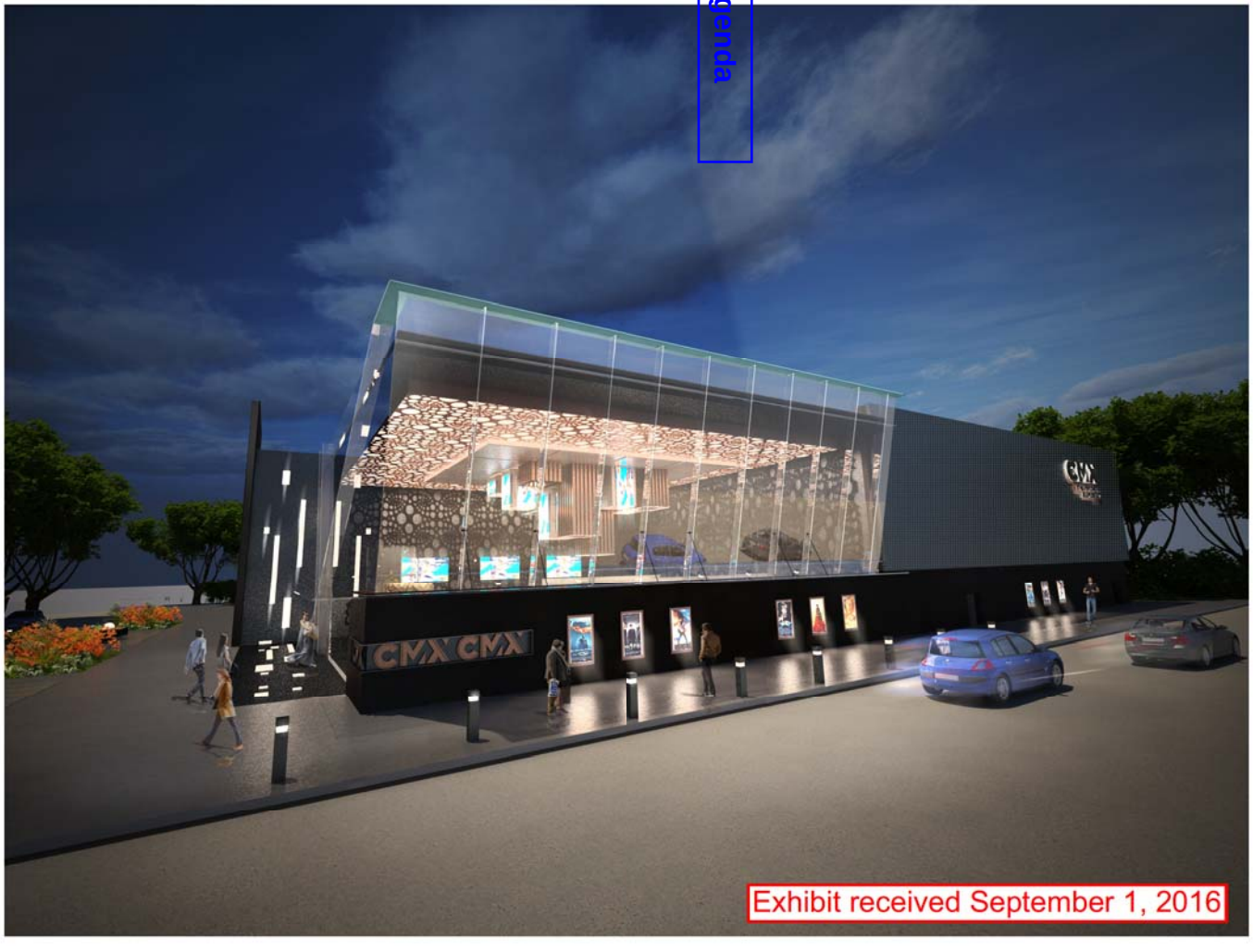


Exhibit received September 1, 2016

rn to Agenda

## VILLAGE OF WHEELING GENERAL NOTES

1) It Shall Be The Responsibility Of The Developer (Owner) And The Contractor To Abide By, Adhere To And Perform All Work In Accordance With The Requirements, Specifications, Standards, Practices, Policies And Codes Of The Village Of Wheeling Which Includes But Is Not Limited To Labor, Materials, Procedures And Safety.

2) Underground Construction Shall Comply With The Applicable Ordinances And Requirements Of The Village Of Wheeling And The Illinois Department Of Transportation "Specifications For Road And Bridge Construction", Latest Edition, And The Standard Specifications For Water And Sewer Main Construction In Illinois, Latest Edition. All Construction Shall Conform To The Illinois Recommended Standards For Sewerage Works, Latest Edition, Published By The Illinois Environmental Protection Agency (I.E.P.A.) Except For Conflicts With The Metropolitan Water Reclamation District Of Greater Chicago (M.W.R.D.G.C.) Sewer Permit And Manual Of Procedures Ordinances. In Case Of A Conflict The Most Restrictive Standards And Requirements Shall Govern.

3) All Paving And Excavation Work Shall Comply With The Applicable Ordinances Of The Village Of Wheeling And The Illinois Department Of Transportation "Specifications For Road And Bridge Construction" Latest Edition. In Case Of A Conflict, The Most Restrictive Standards And Requirements Shall Govern.

4) The Contractor Shall Field Check And Verify All Existing Utility Locations, Dimensions And Elevations In The Field Prior To The Commencement Of Construction Of The Improvements Or Proposed Work. All Existing Utility Locations On The Plans Have Been Shown Based On Best Available Information. Notify The Engineer Immediately If Discrepancies Are Found.

5) Any Changes, Revisions Or Substitutions To The Plans, Specifications, Materials, Requirements Or Work Shall Be Submitted To The Village Engineer, In Writing, With Written Approval By The Village Engineer Received Prior To Beginning Said Work. All Materials And Construction Whether Implicitly Or Explicitly Stated Or Covered Within The Requirements, Codes Or Specifications, Shall Be Approved By The Village Engineer, Prior To Commencing The Installation And Construction.

6) The Contractor Must Contact J.U.L.I.E. At 1–800–892–0123 At Least 48 Hours Prior To Starting Work. All Other Agencies Shall Also Be Notified As Required.

7) The Contractor Shall Notify The Village Of Wheeling Engineering Division At (847) 459–2620 And The Metropolitan Water Reclamation District Of Greater Chicago (708) 588–4055 Two (2) Business Days Prior To The Start Of Construction.

8) It Shall Be The Responsibility Of The Contractor To Call The Village At 847–459–2620 At Least 48 Hours In Advance And Set Up The Necessary And Proper Inspection(s) For All Work To Be Performed.

9) One Set Of Stamped Approved Plans Shall Be On Site At All Times During Construction Of The Project.

10) It Is The Responsibility Of The Contractor To Maintain And Keep At The Job Site, An Up To Date Set Of "record Drawings" Showing All Changes From The Original Plans. The Contractor Shall Deliver The "record Drawings" To The Engineer At The Conclusion Of The Project, Prior To Any Final Inspections. The Engineer Will Transfer The Information To The Original Plans By Incorporating The Village Of Wheeling As–Built Requirement List And Furnish The Village Three (3) Sets Of Complete "Record Drawings," And, If Required, One (1) Set Of Electronic Version Of The Record Drawings And Site Information At The Completion Of The Project.

11) The Location Of All Service Connections For Sanitary Sewer, Storm Sewer And Water Shall Be Shown From The Closest Manhole Or Valve Vault. All B–Boxes And Cleanouts Must Be Shown With Tied Dimensions. The Elevation Of All Rims And Inverts Shall Be Verified By The Contractor And Shown On The "Record Drawings"

12) Osha Rules, Regulations And Requirements Shall Be Strictly Adhered To During The Execution Of All Work To Be Performed Under The Approved Drawings.

13) The Contractor Shall Provide Video Tape(s) Or Still Pictures As Required By The Village Engineer Prior To The Commencement Of Work.

14) The Contractor Shall Restore All Disturbed Off–Site Areas To At Least A Condition That Existed Prior To Construction.

15) All Unpaved Areas Of The Right–Of–Way Are To Be Sodded. Restore Right–Of–Way With Six (6) Inches Of Topsoil And Sod.

16) All Existing Field Drainage Tiles Encountered Or Damaged During Construction Are To Be Restored To Their Original Condition, Properly Rerouted And/or Connected To The Storm Sewer System.

17) Storm And Sanitary Sewer Lines Shall Be Cleaned Of All Construction Debris And Silt Prior To Village Inspection.

18) All Independent Testing To Be Paid For By The Developer. Testing To Be Conducted At The Discretion Of The Village.

19) All Obstructions That Are Not Approved By The Village And Which Currently Exist In The Right–Of–Way Shall Be Removed, Which Include All Rocks And Boulders.

20) All Septic And/or Well Abandonment's Shall Be In Accordance With The Requirement Of The Village Of Wheeling.

21) The Contractor Shall Refer To Mitigation Or Landscape Plans For Complete Information Regarding Planting Locations, Wetlands, Walkways, Walls, And Stream And Pond Shorelines, If Applicable.

22) An Iron Pipe Shall Be Found And Located Or Set At Each Lot Corner.

23) All Elevations Are Based Upon NAVD 88 Datum.

## ENGINEERS GENERAL NOTES

1. The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
3. All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner and Village of Wheeling at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
4. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) and Stake All Site Improvements Accordingly.
5. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
6. The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
7. In Addition To Village Record Drawing Requirements The Record Drawings Shall Include All Subsurface Stormwater Structure Dimensions, Invert Elevations, And Top Of Stone Elevations.

## DEMOLITION NOTES

1. Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
2. Coordinate Removal of Overhead Wires And Utility Poles With Authorities Having Jurisdiction And Respective Utility Providers.
3. All Sawcutting Shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
4. Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
5. Coordinate Tree Removal with Landscape Architect. All Trees To Be Removed Shall Be Removed In Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Mulch for Proposed Landscaping Where Applicable and Acceptable to Architect.

## EARTHWORK/EROSION & SEDIMENTATION CONTROL

1) All Construction Activities That Involves Earthwork Shall Meet The National Pollutant Discharge Elimination System Phase II Requirements:

A) Submittal Of A Notice Of Intent (NOI) To Illinois Environmental Protection Agency (IEPA).

B) Possession Of A Completed And Signed Stormwater Pollution Prevention Plan (SWPPP) And A Graphic Erosion And Sediment Control (ESC) Plan.

C) Implementation Of The SWPPP.

D) Submittal Of An Incidence Of Noncompliance (ION) If An Event Occurs.

E) Weekly Reports After 1/2" Rainfall Or 5" Snowfall.

F) Documentation Of Changes To ESC Plan.

G) Submittal Of A Notice Of Termination (NOT) When Final Stabilization Is Achieved.

2) The Contractor Shall Install All Erosion Control Items Prior To Commencement Of Any Work.

3) Any Wetland Mitigation Shall Begin Prior To Any Grading Work And Shall Be In Accordance With The Approved Mitigation Permit Plan And Requirements.

4) In Order To Protect And Ensure Against Flooding, All Top Of Foundations Shall Be Set A Minimum Of One (1) Foot Above The High Water Level Of Adjacent Stormwater Management Facilities Such As Retention/Detention Ponds.

5) The Contractor Shall Maintain Existing Positive Drainage From Off–Site At All Times During Construction.

6) Within The Limits Of Proposed Grading The Soil Shall Be Compacted To Not Less Than The Following Percentages Of Modified Proctor Dry Density In Accordance With ASTM D 1557:

A) Under Structures. Building Slabs, Steps And Pavements. Compact Six (6) Inch Maximum Lifts Of Sub–Grade. Backfill Or Fill Material At 95% Modified Proctor Dry Density.

B) Under Walkways. Compact Six (6) Inch Maximum Lifts Of Dry Sub–Grade, Backfill, Or Fill Material At 95% Modified Proctor Dry Density.

C) Under Lawn Or Unpaved Areas. Compact Six (6) Inch Maximum Lifts Of Sub–Grade, Backfill, Or Fill Material At 85% Modified Proctor Dry Density.

7) All Erosion Control Work Shall Comply With "Illinois Procedures And Standards For Urban Soil Erosion And Sedimentation Control."

8) Stripping Of Vegetation, Grading Or Other Soil Disturbance, Especially In Designated Wetland Areas, Shall Be Done In A Manner Which Will Minimize Soil Erosion, And Shall Be In Accordance With The Approved Drawings, Mitigation And Permit Requirements.

9) The Contractor Shall Take Precautionary Measures To Minimize Earthwork In Areas Where Trees Are To Be Saved As Shown On The Plans Or Determined In The Field.

10) The Extent Of The Area Which Is Exposed And Free Of Vegetation And The Duration Of Its Exposure Shall Be Kept Within Practical Limits As Directed By The Village Of Wheeling.

11) Sedimentation Shall Be Retained On Site. Straw Bales And Sediment Fence Shall Be Installed Along The Perimeter Of All Re–Graded Areas Or As Required To Prevent Sediment From Entering And/Or Leaving The Site.

12) Straw Bales For Construction Of Erosion Control Devices Shall Be New, Firm And Wire Or Nylon bound Livestock Feed Grade. Each Bale Shall Be Embedded In The Soil A Minimum Of Four Inches. Bales Shall Be Securely Anchored In Place By Stakes Or Rebars Driven Through The Bales.

13) Dust Produced From The Site Shall Be Kept To A Minimum During Dry Periods By Spraying Water As Required To The Village Of Wheeling Engineering Inspector's Satisfaction And Is To Be Considered Incidental.

14) All Mud Shall Be Removed From All Tires Before Leaving The Site And The Roads Shall Be Kept Clean And Clear Of Mud And Debris At All Times.

15) Culverts And Drainage Ditches Shall Be Kept Clean And Clear Of Obstructions During The Construction Period.

16) Straw Bales And Silt Fences Shall Be Inspected Frequently And Maintained Or Replaced As Required To Maintain Both Their Effectiveness And Integrity. The Underside Of Bales Shall Be Kept In Close Contact With The Earth Below At All Times To Prevent Water From Washing Beneath Them.

17) Water Courses And Drainage Swales Adjacent To Construction Activities Shall Be Monitored As Necessary, For Evidence Of Silt Intrusion And Other Adverse Environmental Impacts. Any Problems Or Deficiencies Shall Be Corrected Immediately Upon Their Discovery.

18) Sod All Unpaved Areas Of Parkways, Right–Of–Ways And Front Yards To Rear Wall Of The Building. Seeding May Be Used In Other Areas, Particularly Back Yards, Only With Prior Approval From The Village Of Wheeling.

19) The Contractor Shall Install Temporary Orange Fence Around All Trees To Remain As Well As Wetland Areas That Are To Be Mitigated.

## INTENDED SEQUENCE OF MAJOR SEDIMENT AND EROSION CONTROL MEASURES

1. Install Stabilized Construction Entrance
2. Install All Downslope and Sideslope Perimeter Controls Before Commencement of Any Ground Disturbing Activity.
3. Do Not Disturb An Area Until It Is Necessary For Construction To Proceed.
4. Cover and Stabilize Disturbed Areas As Soon As Possible.
5. When Practical, Time Construction Activities To Limit Impact From Seasonal Climate Changes or Weather Events.
6. Construct Sedimentation Basins and Structures.
7. Perform Grading Operations and Installation of Site Infrastructure and Pavement.
8. Install Permanent Seeding and Plantings.
9. Remove Accumulated Sediment From Basins and Along Silt Fence.
10. Construction of Infiltration Measures Shall Take Place Following Stabilization of Upstream Drainage Areas.
11. Remove Temporary Sediment and Erosion Control Measures Following Final Stabilization of All Disturbed Areas.

## GENERAL UNDERGROUND UTILITES

1) All Sewer Construction Shall Conform To The Approved Permit Plans Unless Revisions Have Been Approved By The Village, As Well As Any And All Other Agencies.

2) Trench Backfill Shall Be Provided Under And Within Two Feet (2') Of All Existing And Proposed Pavement. Concrete Curb & Gutter Shall Be Considered A Part Of The Existing And Proposed Pavement. Trench Backfill Material Shall Be CA–6, Grade 8, Crushed Limestone, Virgin Material Unless Otherwise Approved.

3) All Manholes And Catch Basin Structures Must Be A Minimum Of 48" In Diameter, Valve Vaults Must Be A Minimum Of 60" Diameter, Unless Approved Otherwise.

4) All Sewer Construction Requires Stone Bedding 1/4" To 1" In Size, (I.D.O.T. Equivalent CA–11, CA–13) With A Minimum Thickness Equal To 1/4 The Outside Diameter Of The Sewer Pipe, But Not Less Than Four (4) Inches, Nor Greater Than Eight (8) Inches.

5) If Required, All Trenches Shall Be Dewatered Prior To Laying Any Pipe Or Jointing. Trenches Shall Be Dewatered To Maintain The Water Level Below The Base Of The Bedding.

6) Structures Shall Have A Maximum Of Twelve Inches (12") Of Adjustment Rings With Any Combination Up To A Maximum Of Three (3) Rings.

7) Concentric Cone Sections Shall Be Used On All Manholes, Catch Basins, Vaults, Etc. Unless Approved Otherwise By The Village Engineer.

8) All Storm, Sanitary And Watermain Services To End At R.O.W. With Proper Termination For Subdivision Construction.

9) The Contractor Shall Mark Location Of The Ends, If Necessary, Of Any Sanitary, Water, And Storm Services With Buried 4" X 4" Wood Posts Extending A Minimum Of Three (3) Feet Out Of The Ground And Painted Red, Blue, And Green Respectively, With Appropriate Signs Attached Stating "caution B–Box Do Not Remove Until Landscaping Is Complete."

10) A Minimum Ten Feet (10') Horizontal Separation Shall Be Maintained Between Watermain And Sewer Or Drain Lines Unless Precluded By Local Conditions. When The Watermain Is Located Closer Than Ten Feet (10') Horizontally Or The Invert Of The Watermain Is Located Closer Than Eighteen Inches (18") Vertically Above The Crown Of Any Sewer Or Drain Line, Then: The Sewer Or Drain Line Shall Be Constructed Of Pipe Equivalent To Watermain Standards And Shall Be Pressure Tested To Assure Water Tightness In Accordance With The Illinois Environmental Protection Agency (I.E.P.A.) Requirements.

11) When A Watermain Is Crossing Over A Sewer Or Drain Line Closer Than Eighteen Inches (18") Vertically Above The Crown Of That Sewer Or Drain Line, Then That Sewer Or Drain Line Shall Be Constructed According To The Requirements Listed In Item 10 Above.

12) If The Watermain Passes Under A Sewer Or Drain Line, The Following Conditions Shall Be Met: A Vertical Separation Of Eighteen Inches (18") Between The Invert Of The Sewer Or Drain Line And The Crown Of The Watermain Shall Be Maintained With Support Provided For The Sewer Or Drain Line(s) To Prevent Any Moving Or Settling, Rupture Or Breaking, And Sewer Or Drain Line Shall Be Constructed As Described In Item 4) Above.

13) The Cost Of All Required Testing Of Underground Utilities Shall Be Incidental To The Construction Cost Of The Same.

14) When Connecting To An Existing Sewer Main By Means Other Than An Existing Wye, Tee, Or An Existing Manhole. The Sewer Shall Be Circular Saw–cut By Proper Tools ("Sewer–Tap" Machine Or Similar) And Proper Installation Of Hub–Wye Saddle Or Hub–Tee Saddle.

15) Sewer Connections To An Existing Structure Shall Be Machine Cored.

16) A Flexible Rubber Boot Shall Be Used At All Sanitary Sewer Manhole Penetration Connections.

17) Protect And/Or Cover All Pipes And Underground Structures Until Final Grading, Paving And Landscaping Are Complete.

18) For Modification Or Repair Of All Sewers; Addition Of, Or Repair Of, Sewer Clean Outs, Non Shear Couplings Shall Be Used In Connection Of Sewer Pipes With Prior Approval From Village Engineering Division Of Community Development Department.

## SANITARY SEWER

1. All Sanitary Sewers Shall Be P.V.C. Pipe SDR 26 (Min.) Complying With ASTM D3034, With Factory Fabricated Joints Complying With ASTM D3212, And Elastomeric Gaskets Complying With ASTM F–477 Or As Approved By The Village Of Wheeling.
2. Watermain Quality Sanitary Sewer Shall Be P.v.c. AWWA C–900 Complying With ASTM F–477.
3. All Sanitary Sewer Mainline Must Be A Minimum Of 8 Inches In Diameter. All Sanitary Sewer Services Must Be A Minimum Of 6 Inches In Diameter.
4. All Sanitary Sewer Service Lines Must Have A Depth Of 3.5 Feet To The Top Of The Pipe.
5. Non Shear Couplings Are To Be Used For All Dissimilar Pipe Connections With Prior Approval By The Village Of Wheeling.
6. All Sanitary Sewer And Sewer Joints Shall Conform To:

| MATERIAL | PIPE SPEC. | JOINT SPEC. |
|---|---|---|
| DIP–CL 52 | ANSI A–21.51 | ANSI A–21.11 |
| P.V.C.–SDR 26 MIN. | ASTM D–3034 | ASTM D–3212 (Gasket) |
| P.V.C.–SDR 26 MIN. | ASTM D–2241 | ASTM–D–3139 (Gasket) |
| P.V.C.–AWWA C–900 | ASTM D–1784 | ASTM–F–477 (Gasket) |
| A.B.S. (SDR 26) | ASTM D–2680 | ASTM D–3212 |
| SOLID (8"–15" TRUSS) | ASTM D–2680 | ASTM D–3212 |

7. Flexible Rubber Boots Shall Be Used At All Connections And Penetrations Into Sanitary Manholes.
8. All Sanitary Manholes To Be Provided With External "Cretex" Type Chimney Seals.
9. Manholes Shall Have Steps Sixteen (16) Inches On Center With Step Alignment To Be Perpendicular To The Main Pipe Flow Direction Wherever Possible.
10. Sanitary Services To Be 6" Diameter D.I.P. Class 52 (Min.) With A Minimum Slope Of 1% Prior To Entering Clean Out, With A Distance From Outside Of The Foundation Wall To Be 5 Feet. Sanitary Services To Be 6" Diameter PVC Pipe SDR–26 (Min.) With A Minimum Slope Of 1% After Leaving Clean Out. Provide Clean Out On Every Lot Near Each Single Family House, At The Change Of Pipe Material, Or As Required.
11. All Sanitary Sewers Shall Be Televised And Air Tested And Manholes Vacuum Tested As Required By The Village Of Wheeling And The Metropolitan Water Reclamation District Of Greater Chicago.
12. Sanitary Sewer Services Shall Be Connected To The Main By Use Of A Fitting Or Manhole. Use Of A Fitting Must Be Approved By The Village Engineer Prior To Commencement Of Any Work. For Service Line Of Larger Than 6 Inches In Diameter, A Manhole Shall Be Constructed At The Point Of Its Connection With The Sewer Main Or Lateral.
13. All Service Lines Shall Exit The Foundation Wall, As Dip CL–52 At A Right Angle (90°).
14. All Floor Drains Shall Discharge To The Sanitary Sewer.
15. All Objectionable Waste Containing Grease, Fats And/Or Oils Shall Discharge To An Exterior Grease Interceptor Or Grease Basin, With "Water–Tight" Covers, Before Discharging Into The Sanitary Sewer, Including But Not Limited To Restaurant And Food Preparation Facilities. Automatic Dishwasher And Effluent Domestic Waste Shall Not Discharge Through The Grease Interceptor.

## STORM SEWER

1) All Storm Sewer Pipes In The Public Right–Of–Way Shall Be Reinforced Concrete Pipe Conforming To ASTM C–76 Class IV With Confined O–Ring Gasket Joints In Compliance With ASTM C–361 Or Tylox Super Seal Gasket Conforming To ASTM C–361.

2) Minimum Diameter Of Storm Sewer Shall Be 12" Unless Approved Otherwise.

3) No Storm Water Shall Be Discharged To The Sanitary Sewer System.

4) All Storm Structures Are To Have Open (Grate) Lids Unless Specified As Having Closed Lids (C.L.). All Closed Lids Shall Have The Words "Village Of Wheeling – Storm" Casted In It.

5) Rim Grades For Storm Sewer Structures Located Within The Curb And Gutter Are Flow Line Elevations. Elevations Of Flared End Sections Shall Be Interpreted At The Invert Of The Flared End Section.

6) A Maximum Adjustment Of Twelve Inches (12") Or Three (3) Concrete Adjusting Rings Will Be Permitted For Any Structure.

7) Inlets Shall Be Connected To A Storm Sewer After Flowing Through A Catch Basin And Shall Not Discharge Directly To The Storm Sewer.

8) All Manholes Shall Be Type A With A Minimum Inside Diameter Of 48 Inches.

9) All Downspouts, Footing Drains, And Outside Drains Shall Discharge To The Storm Sewer Or Over Ground As Approved By The Village Of Wheeling.

10) All Sump Pump Drain Tile Discharges Shall Be Routed To The Storm Sewer System. Sump Pump Service Connections Shall Be Four (4) Inch PVC SDR 26 Conforming To ASTM D2751 Or ASTM D3034 At A Minimum Slope Of 2% And Shall Be Air Gapped. Minimum Cover Shall Be Two (2) Feet, Wherever Possible.

## WATERMAIN

1. all Water Mains Shall Be Pressure Tested Per Requirements Of The Village Of Wheeling. Leakage Test Method Shall Be Used To Pressure Test The Watermain. The Pressure Shall Be 150 Psi And 200 Psi Held For 2 Hours For Domestic Water And Fire Suppression Line, Respectively.
2. all Water Mains Shall Be Chlorinated Per The Requirements Of The Village Of Wheeling.
3. all Water Mains To Be Ductile Iron Pipe Per Ansi A21.51 (awwa C151), Class 52, With "push On" Or Mechanical Joint As Required By The Village Of Wheeling. Pipe To Be Cement Lined Per Ansi A21.4 (awwa C104).
4. all New Watermain Shall Be Looped. Dead End Watermain(s) Is Not Permitted, Unless Otherwise Approved By The Village Engineer.
5. the Minimum Cover For Watermain And Services Shall Be 5.5 Feet From Finished Grade To Top Of Main (6 Ft. Max. Unless Approved Otherwise By The Village Of Wheeling.)
6. thrust Blocks Made Of Portland Cement Concrete (pcc) Of At Least 12 Inches Thick Must Be Use To Prevent Movement At Bends And Fittings. All Bends Of 22 1/2 Degrees Or Greater, Tees And Plugs Shall Be Thrust Blocked.
7. all Water Services Shall Be Installed Per The Village Standard.
8. water Service And Fire Suppression Systems Shall Be Made And Installed By A Licensed Plumber, In Accordance With The Illinois State Plumbing Code. Fire Suppression And Water Service Shall Be Two Separate Lines Which Must Originate At The Main.
9. fire Sprinkler And Water Lines Must Be Pressure Tested And Chlorinated From The Point Of Connection At The Existing Watermain To The Valve Inside The Building. Contact Village Of Wheeling Public Works Utility Division At (847) 279–6920, At Least 48 Hours Prior To Tap And Inspections.
10. the Village Of Wheeling Plumbing And Engineering (847) 459–2620 Shall Be Contacted At Least 48 Hours Prior To All Water Service Work.
11. all Valves Shall Be Installed In A Minimum, 60 Inch Diameter Precast Concrete Water–tight Vaults.
12. all Fire Hydrants Shall Be A Red 6 Foot Bury Mueller A–423 Super Centurion Or Approved Equal Confirming With Awwa C–502 Standards.
13. all B–boxes Shall Be 1–1/2" Mueller Or Ford Telescopic B–box With "water" Imprinted On The Lid Of The Box And A Brass Pentagon Plug.
14. all Fastener Hard Ware (i.e., Nuts, Bolts And Washers) Associated With Fittings Shall Be Stainless Steel.
15. All Fittings Shall Be Restrained By Thrust Resistant Wedge, Retainer Glands, Manufactured With Torque Limiting Twist Off Nuts.

## GEOMETRY NOTES

1. All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.
2. All Parking Lot Pavement Striping Shall Be 4" Wide Yellow Paint Per Specifications. All Cross Hatch Striping Shall Be 45° At 2'–0" Centers.
3. All Accessible Parking Signs (R7–8) Must Be Placed at the Center of the Space and Within 5 Feet of the Space.
4. Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.
5. Where Structures are Shown Along the Curbline, Unless Specifically Stated Otherwise, It Is Intended That the Frame of the Structure Is To Fall Within the Flowline Of The Gutter or at the Pavement Edge Where No Gutter Exists.

## PAVING NOTES

1. Subgrade Shall Be Finished To ± 0.1 Foot Of Design Subgrade Elevations By The Earthwork Contractor. Fine Grading For Pavements And Curb & Gutter Shall Be The Responsibility Of The Paving Contractor.
2. Prior To The Placement Of Any Pavement Including Curbs, The Subgrade Shall Be Proof–Rolled With A Fully Loaded Tandem Axle Dump Truck (minimum 20 Tons). Proof Rolling Shall Be Witnessed By The Materials Consultant And The Village Of Wheeling Engineering Inspector. Proof Rolling Shall Be Required On The Base Material As Well. The Density Of The Subgrade And Base Material As Well As The Hot–Mix Asphalt Shall Be Tested By A Materials Consultant. The Test Results Shall Be Provided To The Engineer For His Use In Determining The Adequacy Of The Pavement Design.
3. Base Course Shall Be Aggregate Base Course, Type B, Conforming To The Standard Specifications (See Plans For Thickness). Material Shall Be Crushed Limestone, Grade 8 Or Grade 9, Virgin Material Or Village Approved.
4. Hot Mix Asphalt (HMA) Pavement Shall Be Constructed Using Hot–Mix Asphalt Binder Course, IL–19.0, N50 And Hot–Mix Asphalt Surface Course, Mix "C", N50 Material.
5. All Removal Items Shall Be Saw–Cut Full Depth Prior To The Commencement Of The Removal Process.
6. Curb And Gutter, Barrier Curb, Sidewalk, And Driveways Shall Be A Six (6) Bag Mix Portland Cement Concrete (PCC) With Air Entrainment Content Between 5 And 8%. Maximum Allowable Slump Is Four (4) Inches. Curing Compound Shall Be White Pigmented And Applied After Finishing Per Idot Specifications. Locations Of Water And Sanitary Sewer Service Lines Shall Be Clearly Marked On All New Curbs.
7. Saw Cut Existing Curb At Limit Of The Work And Replace With Depressed Curb As Required. Drill And Dowel All New Curb, Including Depressed Curb To Existing As Required.
8. A 3/4 Inch Fiber Expansion Joint Shall Be Installed When The Curb Abuts A Sidewalk, Existing Curb, Or Any Other Existing Concrete Pavement.
9. Curb And Gutter And Barrier Curb Shall Have Sawed Contraction Joints At Maximum Intervals Of Twenty (20) Feet And 3/4 Inch Fiber Expansion Joint With Two (2) Oiled And Capped One (1) Inch Smooth Epoxy Coated Dowel Bars At Maximum Intervals Of One–Hundred (100) Feet.
10. All Commercial, Industrial And Truck Loading Areas In The Right–Of–Way Shall Be A Minimum Of Eight (8) Inch Thick Portland Cement Concrete On A Four (4) Inch Compacted Granular Base.
11. Driveway Apron Removal And Replacement For All Business, Industrial And Commercial Areas Shall Include The Installation Of A Truncated Dome Handicapped Sidewalk Ramp On Both Sides Of The Apron Unless Otherwise Approved By The Village Of Wheeling Engineering Inspector.
12. All Driveway Material Thicknesses Shall Meet The Minimum Pavement Standard Requirements Of The Village Of Wheeling.
13. All Pavement Areas Such As Driveways Shall Have A Two (2) Inch Diameter Galvanized Steel Conduit Buried Beneath Them At A Depth Of 24" (Minimum) For Future Street Light Cable(s). The Conduit Shall Extend A Minimum Of Three (3) Feet Beyond The Back Of Curb Or Edge Of The Pavement If No Curb Exists.
14. All Dimensions For Curbs Are To Be Back Of Curb, Unless Otherwise Specified.
15. The Use Of Cold–Patch For Temporary Pavement Patching Shall Be Approved By The Village Of Wheeling Engineering Inspector Prior To Placement.

## SOIL EROSION & SEDIMENTATION CONTROL LEGEND

- Silt Fence
- Erosion Control Blanket North American Green DS75 Or Approved Equal
- Erosion Control Ditch Check
- Catch–All, Pork Chop Sediguard (or equal) Paved or Existing Stabilized Areas

## LEGEND

EXISTING — PROPOSED

Manhole; Catch Basin; Area Drain; Clean Out (C.O.); Inspection Port (I.P.); Flared End Section; Storm Sewer; Sanitary Sewer; Combined Sewer; Water Main (W); Gas Line (G); Overhead Wires (OH); Electrical Cable (Buried) (E); Telephone Line (T); Fire Hydrant; Valve Vault; Buffalo Box (B); Downspout (DS); Gas Valve (G); ComEd Manhole (CE); Hand Hole (H); Light Pole; Utility Pole; Telephone Pedestal (T); Telephone Manhole (T); Sign; Fence; Accessible Parking Stall; Curb & Gutter; Depressed Curb

| EXISTING | | PROPOSED |
|---|---|---|
| × C 782.50 | Curb Elevation | C 782.50 |
| × G 782.00 | Gutter Elevation | G 782.00 |
| × P 783.25 | Pavement Elevation | P 783.25 |
| × W 782.10 | Sidewalk Elevation | W 782.10 |
| × 784.0 | Ground Elevation | × 784.0 |
| × T/W 785.20 | Top of Retaining Wall Elevation | T/W 785.20 |

Swale; Contour Line (781); Deciduous Tree; Coniferous Tree; Brushline; Tree Protection Fencing at Drip Line; Overflow Arrow

## DEMOLITION LEGEND

- Utility Line Removal
- Bituminous Pavement Removal (Full Depth)
- Concrete Pavement Removal (Full Depth)
- Gravel Removal (Full Depth)
- Pavement Sawcut
- XX XX Curb & Gutter Removal
- X Structure Removal
- Tree Removal

## PAVING & SURFACE LEGEND

**Asphalt Pavement Section (On–Site)**
1 1/2" Hot Mix Asphalt,Mix D, IL–9.5, N50
2 1/2" Hot Mix Asphalt, IL–19.0, N50
Prime Coat (0.25 gal/sq yd)
6" Aggregate Base Course, Type B, Crushed
14" Lime Stabilized Subgrade

2

**Asphalt Pavement Section (Off–Site Within Park District)**
1 1/2" Hot Mix Asphalt,Mix D, IL–9.5, N50
2 1/2" Hot Mix Asphalt, IL–19.0, N50
Prime Coat (0.25 gal/sq yd)
10" Aggregate Base Course, Type B, Crushed

**Heavy–Duty Asphalt Pavement Section (On–Site)**
1 1/2" Hot Mix Asphalt,Mix D, IL–9.5, N50
2 1/2" Hpt Mix Asphalt, Mix D, IL–19.0, N50
Prime Coat (0.25 gal/sq yd)
6" Aggregate Base Course, Type B, Crushed
14" Lime Stabilized Subgrade

**Heavy–Duty Asphalt Pavement Section (Off–Site Within Park District)**
1 1/2" Hot Mix Asphalt,Mix D, IL–9.5, N50
5" Hot Mix Asphalt, Mix D, IL–19.0, N50
(Two 2½" Lifts)
Prime Coat (0.25 gal/sq yd)
6" Aggregate Base Course, Type B, Crushed

**Fire Lane Concrete Pavement**
(Inset Pavers Per Landscape Architect)
8" Portland Cement Concrete
6"X6" W1.4XW1.4 WWF
4" Aggregate Base Course, CA–6

**Fire Lane Paver Pavement**
(Pavers Per Landscape Architect)
1 1/4" Sand Setting Bed
12" Aggregate Base Course, CA–6

**Concrete Sidewalk/Pad Section**
5" Portland Cement Concrete
4" Aggregate Base Course, Type B, Crushed

**IDOT Roadway Section (Widening)**
2" Hot Mix Asphalt,Mix D, IL–9.5, N50
8" Portland Cement Concrete
4" Aggregate Base Course, Type B, Crushed

**IDOT Roadway Section Mill And Overlay**
2" Hot Mix Asphalt,Mix D, IL–9.5, N50

## J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892–0123

## SURVEY PROVIDED BY

G&B GREMLEY & BIEDERMANN
A Division of PLCS, Corporation
License No. 184-005322
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102 Fax: (773) 286-4184 Email: INFO@PLCS-Survey.com

## BENCHMARK

Benchmark Designation: 05 No 3301
Benchmark PID: NG0129
Elevation: 633.73 Feet (NAVD88)

Location:
0.6 Mi W From Wilmette. 0.55 Miles West Along Lake Avenue From The Village Hall Annex, At The Intersection Of Lake Avenue And Ridge Road, Set In The North Lawn Of St. Joseph Church, 82.2 Feet East Of The East Curb Of Ridge Road, 73.3 Feet North Of The Center Line Of The Northwest Main Entrance To The Church 23.9 Feet South Of The South Curb Of Lake Avenue. A Cook County Highway Department Disk In The Top Of A Concrete Post Flush With The Ground And About Level With The Street.

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

# WHEELING TOWN CENTER
## Dundee Road and Northgate Parkway
## Wheeling, Illinois

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: ______________

| No. | Date | Description |
|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |
| | | |
| | | |
| | | |

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Design By: GD/JC | Date: 03/08/16
Checked By: GD | Project No. 0000.00

Sheet Title: VILLAGE OF WHEELING GENERAL NOTES

Sheet No: C-0.1

EEA — P:\George\Wheeling Town Center\Drawing\WTC–Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:27am By: gdreger

rn to Agenda

# MWRDGC GENERAL NOTES

A. Referenced Specifications

1. All Construction Shall Be In Accordance With The Applicable Sections Of The Following, Except As Modified Herein Or On The Plans:
* Standard Specifications For Road And Bridge Construction (Latest Edition), By The Illinois Department Of Transportation (IDOT SS) For All Improvements Except Sanitary Sewer And Water Main Construction;
* Standard Specifications For Water And Sewer Main Construction In Illinois, Latest Edition (SSWS) For Sanitary Sewer And Water Main Construction;
* **Village Of Wheeling Municipal Code;**
* The Metropolitan Water Reclamation District Of Greater Chicago (MWRD) Watershed Management Ordinance And Technical Guidance Manual;
* In Case Of Conflict Between The Applicable Ordinances Noted, The More Stringent Shall Take Precedence And Shall Control All Construction.

B. Notifications

1. The MWRD Local Sewer Systems Section Field Office Must Be Notified At Least Two (2) Working Days Prior To The Commencement Of Any Work (Call 708–588–4055).
2. **The Village Of Wheeling Engineering Department And Public Must Be Notified At Least 24 Hours Prior To The Start Of Construction And Prior To Each Phase Of Work. Contractor Shall Determine Items Requiring Inspection Prior To Start Of Construction Or Each Work Phase.**
3. The Contractor Shall Notify All Utility Companies Prior To Beginning Construction For The Exact Locations Of Utilities And For Their Protection During Construction. If Existing Utilities Are Encountered That Conflict In Location With New Construction, Immediately Notify The Engineer So That The Conflict Can Be Resolved. Call J.U.L.I.E. At 1–800–892–0123.

C. General Notes

1. All Elevations Shown On Plans Reference The North American Vertical Datum Of 1988 (NAVD88).
2. MWRD, The Municipality And The Owner Or Owner's Representative Shall Have The Authority To Inspect, Approve, And Reject The Construction Improvements.
3. The Contractor(s) Shall Indemnify The Owner, Engineer, Municipality, MWRD, And Their Agents, Etc., From All Liability Involved With The Construction, Installation, Or Testing Of This WorkOn The Project.
4. The Proposed Improvements Must Be Constructed In Accordance With The Engineering Plans As Approved By MWRD And The Municipality Unless Changes Are Approved By MWRD, The Municipality, Or Authorized Agent. The Construction Details, As Presented On The Plans, Must Be Followed. Proper Construction Techniques Must Be Followed On The Improvements Indicated On The Plans.
5. The Location Of Various Underground Utilities Which Are Shown On The Plans Are For Information Only And Represent The Best Knowledge Of The Engineer. Verify Locations And Elevations Prior To Beginning The Construction Operations.
6. Any Existing Pavement, Sidewalk, Driveway, Etc., Damaged During Construction Operations And Not Called For To Be Removed Shall Be Replaced At The Expense Of The Contractor.
7. Material And Compaction Testing Shall Be Performed In Accordance With The Requirements Of The Municipality, Mwrd, And Owner.
8. The Underground Contractor Shall Make All Necessary Arrangements To Notify All Inspection Agencies.
9. All New And Existing Utility Structures On Site And In Areas Disturbed During Construction Shall Be Adjusted To Finish Grade Prior To Final Inspection.
10. Record Drawings Shall Be Kept By The Contractor And Submitted To The Engineer As Soon As Underground Improvements Are Completed. Final Payments To The Contractor Shall Be Held Until They Are Received. Any Changes In Length, Location Or Alignment Shall Be Shown In Red. All Wyes Or Bends Shall Be Located From The Downstream Manhole. All Valves, B–Boxes, Tees Or Bends Shall Be Tied To A Fire Hydrant.

D. Sanitary Sewer

1. The Contractor Shall Take Measures To Prevent Any Polluted Water, Such As Ground And Surface Water, From Entering The Existing Sanitary Sewers.
2. A Water–Tight Plug Shall Be Installed In The Downstream Sewer Pipe At The Point Of Sewer Connection Prior To Commencing Any Sewer Construction. The Plug Shall Remain In Place Until Removal Is Authorized By The Municipality And/Or MWRD After The Sewers Have Been Tested And Accepted.
3. Discharging Any Unpolluted Water Into The Sanitary Sewer System For The Purpose Of Sewer Flushing Of Lines For The Deflection Test Shall Be Prohibited Without Prior Approval From The Municipality Or MWRD.
4. All Sanitary Sewer Construction Shall Be In Accordance With The Standard Specifications For Water And Sewer Main Construction In Illinois (Latest Edition).
5. All Floor Drains Shall Discharge To The Sanitary Sewer System.
6. All Downspouts And Footing Drains Shall Discharge To The Storm Sewer System.
7. All Sanitary Sewer Pipe Materials And Joints (And Storm Sewer Pipe Materials And Joints In A Combined Sewer Area) Shall Conform To The Following:

| Pipe Material | Pipe Specification | Join Specification |
|---|---|---|
| Vitrified Clay Pipe | ASTM C–700 | ASTM C–425 |
| Reinforced Concrete Sewer Pipe | ASTM C–76 | ASTM C–443 |
| Cast Iron Soil Pipe | ASTM A–74 | ASTM C–564 |
| Ductile Iron Pipe | ANSI A21.51 | ANSI A21.11 |
| Polyvinyl Chloride (PVC) Pipe 6–Inch To 15–Inch Diameter SDR 26 | ASTM D–3034 | ASTM D–3212 |
| 18–Inch To 27–Inch Diameter F/DY=46 | ASTM F–679 | ASTM S–3212 |
| High Density Polyethylene (HDPE) | ASTM D–3350 | ASTM D–3251, F–2620 (Heat Fusion) |
| | ASTM D–3035 | ASTM D03212, F–477 (Gasketed) |
| Water Main Quality PVC 4–Inch To 36–Inch | ASTM D–2241 | ASTM D–2672 Or ASTM D–3139 |
| 4–Inch To 12–Inch | AWWA C900 | ASTM D–3212 |
| 14–Inch To 48–Inch | AWWA C905 | ASTM D–3212 |

8. All Sanitary Sewer Construction (and Storm Sewer Construction In Combined Sewer Areas), Requires Stone Bedding With Stone ¼" To 1" In Size, With Minimum Bedding Thickness Equal To ¼ The Outside Diameter Of The Sewer Pipe, But Not Less Than Four (4) Inches Nor More Than Eight (8) Inches. Material Shall Be CA–11 Or CA–13 And Shall Be Extended At Least 12" Above The Top Of The Pipe When Using PVC.
9. "Band Seal" Or Similar Non–shear Flexible–type Couplings Shall Be Used In The Connection Of Sewer Pipes Of Dissimilar Materials.
10. Below The Flood Protection Elevation (FPE = BFE + 2 Feet), All Sanitary Sewer Manholes And Structures Shall Be Provided With Bolted, Watertight Covers. Sanitary Lids Shall Be Constructed With A Concealed Pickhole And Watertight Gasket With The Word "Sanitary" Cast Into The Lid.
11. When Connecting To An Existing Sewer Main By Means Other Than An Existing Wye, Tee, Or An Existing Manhole, One Of The Following Methods Shall Be Used:
(a) A Circular Saw–Cut Of Sewer Main By Proper Tools ("Shewer–Tap" Machine Or Similar) And Proper Installation Of Hubwye Saddle Or Hub–Tee Saddle.
(b) Remove An Entire Section Of Pipe (Breaking Only The Top Of One Bell) And Replace With A Wye Or Tee Branch Section.
(c) With Pipe Cutter, Neatly And Accurately Cut Out Desired Length Of Pipe For Insertion Of Proper Fitting, Using "Band Seal" Or Similar Couplings To Hold It Firmly In Place.
12. Whenever A Sanitary/Combined Sewer Crosses Under A Watermain, The Minimum Vertical Distance From The Top Of The Sewer To The Bottom Of The Watermain Shall Be 18 Inches. Furthermore, A Minimum Horizontal Distance Of 10 Feet Between Sanitary/Combined Sewers And Watermains Shall Be Maintained Unless: The Sewer Is Laid In A Separate Trench, Keeping A Minimum 18" Vertical Separation; Or The Sewer Is Laid In The Same Trench With The Watermain Located At The Opposite Side On A Bench Of Undisturbed Earth, Keeping A Minimum 18" Vertical Separation. If Either The Vertical Or Horizontal Distances Described Above Cannot Be Maintained, Or The Sewer Crosses Above The Watermain, The Sewer Shall Be Constructed To Watermain Standards.
13. All Existing Septic Systems Shall Be Abandoned. Abandoned Tanks Shall Be Filled With Granular Material Or Removed.
14. All Sanitary Manholes, (And Storm Manholes In Combined Sewer Areas), Shall Have A Minimum Inside Diameter Of 48 Inches, And Shall Be Cast In Place Or Pre–Cast Reinforced Concrete.
15. All Sanitary Manholes, (and Storm Manholes In Combined Sewer Areas), Shall Have Precast "Rubber Boots" That Conform To Astm C–923 For All Pipe Connections. Precast Sections Shall Consist Of Modified Groove Tongue And Rubber Gasket Type Joints.
16. All Abandoned Sanitary Sewers Shall Be Plugged At Both Ends With At Least 2 Feet Long Non–shrink Concrete Or Mortar Plug.
17. Except For Foundation/Footing Drains Provided To Protect Buildings, Or Perforated Pipes Associated With Volume Control Facilities, Drain Tiles/Field Tiles/Underdrains/Perforated Pipes Are Not Allowed To Be Connected To Or Tributary To Combined Sewers, Sanitary Sewers, Or Storm Sewers Tributary To Combined Sewers In Combined Sewer Areas. Construction Of New Facilities Of This Type Is Prohibited; And All Existing Drain Tiles And Perforated Pipes Encountered Within The Project Area Shall Be Plugged Or Removed, And Shall Not Be Connected To Combined Sewers, Sanitary Sewers, Or Storm Sewers Tributary To Combined Sewers.
18. A Backflow Preventer Is Required For All Detention Basins Tributary To Combined Sewers. Required Backflow Preventers Shall Be Inspected And Exercised Annually By The Property Owner To Ensure Proper Operation, And Any Necessary Maintenances Shall Be Performed To Ensure Functionality. In The Event Of A Sewer Surcharge Into An Open Detention Basin Tributary To Combined Sewers, The Permittee Shall Ensure That Clean Up And Wash Out Of Sewage Takes Place Within 48 Hours Of The Storm Event.

E. Erosion And Sediment Control

1. The Contractor Shall Install The Erosion And Sediment Control Devices As Shown On The Approved Erosion And Sediment Control Plan.
2. Erosion And Sediment Control Practices Shall Be Functional Prior To Hydrologic Disturbance Of The Site.
3. All Design Criteria, Specifications, And Installation Of Erosion And Sediment Control Practices Shall Be In Accordance With The Illinois Urban Manual.
4. A Copy Of The Approved Erosion And Sediment Control Plan Shall Be Maintained On The Site At All Times.
5. Inspections And Documentation Shall Be Performed, At A Minimum:
(a) Upon Completion Of Initial Erosion And Sediment Control Measures, Prior To Any Soil Disturbance.
(b) Once Every Seven (7) Calendar Days And Within 24 Hours Of The End Of A Storm Event With Greater Than 0.5 Inch Of Rainfall Or Liquid Equivalent Precipitation.
6. Soil Disturbance Shall Be Conducted In Such A Manner As To Minimize Erosion. If Stripping, Clearing, Grading, Or Landscaping Are To Be Done In Phases, The Co–Permittee Shall Plan For Appropriate Soil Erosion And Sediment Control Measures.
7. A Stabilized Mat Of Crushed Stone Meeting The Standards Of The Illinois Urban Manual Shall Be Installed At Any Point Where Traffic Will Be Entering Or Leaving A Construction Site. Sediment Or Soil Reaching An Improved Public Right–Of–Way, Street, Alley Or Parking Area Shall Be Removed By Scraping Or Street Cleaning As Accumulations Warrant And Transported To A Controlled Sediment Disposal Area.
8. Concrete Washout Facilities Shall Be Constructed In Accordance With The Illinois Urban Manual And Shall Be Installed Prior To Any On Site Construction Activities Involving Concrete.
9. Temporary Diversions Shall Be Constructed As Necessary To Direct All Runoff From Hydrologically Disturbed Areas To An Appropriate Sediment Trap Or Basin. Volume Control Facilities Shall Not Be Used As Temporary Sediment Basins.
10. Disturbed Areas Of The Site Where Construction Activities Have Temporarily Or Permanently Ceased Shall Be Stabilized With Temporary Or Permanent Measures Within Seven (7) Days.
11. All Flood Protection Areas And Volume Control Facilities Shall, At A Minimum, Be Protected With A Double–Row Of Silt Fence (Or Equivalent).
12. Volume Control Facilities Shall Not Be Constructed Until All Of The Contributing Drainage Area Has Been Stabilized.
13. Soil Stockpiles Shall, At A Minimum, Be Protected With Perimeter Sediment Controls. Soil Stockpiles Shall Not Be Placed In Flood Protection Areas Or Their Buffers.
14. Earthen Embankment Side Slopes Shall Be Stabilized With Appropriate Erosion Control Blanket.
15. Storm Sewers That Are Or Will Be Functioning During Construction Shall Be Protected By Appropriate Sediment Control Measures.
16. The Contractor Shall Either Remove Or Replace Any Existing Drain Tiles And Incorporate Them Into The Drainage Plan For The Development. Drain Tiles Cannot Be Tributary To A Sanitary Or Combined Sewer.
17. If Dewatering Services Are Used, Adjoining Properties And Discharge Locations Shall Be Protected From Erosion And Sedimentation. Dewatering Systems Should Be Inspected Daily During Operational Periods. The Site Inspector Must Be Present At The Commencement Of Dewatering Activities.
18. The Contrctor Shall Be Responsible For Trench Dewatering And Excavation For The Installation Of Sanitary Sewers, Storm Sewers, Watermains As Well As Their Services And Other Appurtenances. Any Trench Dewatering, Which Contains Sediment Shall Pass Through A Sediment Settling Pond Or Equally Effective Sediment Control Device. Alternatives May Include Dewatering Into A Sump Pit, Filter Bag Or Existing Vegetated Upslope Area. Sediment Laden Waters Shall Not Be Discharge To Waterways, Flood Protection Areas Or The Combined Sewer System.
19. All Permanent Erosion Control Practices Shall Be Initiated Within Seven (7) Days Following The Completion Of Soil Disturbing Activities.
20. All Erosion And Sediment Control Measures Shall Be Maintained And Repaired As Needed On A Year–Round Basis During Construction And Any Periods Of Construction Shutdown Until Permanent Stabilization Is Achieved.
21. All Temporary Erosion And Sediment Control Measures Shall Be Removed Within Thirty (30) Days After Permanent Site Stabilization.
22. The Erosion And Sediment Control Measures Shown On The Plans Are The Minimum Requirements. Additional Measures May Be Required, As Directed By The Engineer, Site Inspector, Or MWRD.

EEA – P:\George\Wheeling Town Center\Drawing\WTC–Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:25am By: gdreger

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PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
**Wheeling, Illinois**

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: ____________

| No. | Date | Description |
|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |
| | | |
| | | |
| | | |

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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

M.W.R.D.G.C.
GENERAL NOTES

Sheet No:

C-0.2

# GREMLEY & BIEDERMANN

A Division of
PLCS Corporation
License No. 184-005522

*Professional Land Surveyors*

4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102 Fax: (773) 286-4184 Email: INFO@PLCS-SURVEY.COM

## ALTA / ACSM Land Title Survey

**Parcel 1**
That part of Sections 2, 3, 10 and 11,

Together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696,

Together with Lot 2 in Owner's Subdivision of that part of Section 3 lying South of Dundee Road and the North 475.00 feet of Section 10, both lying East of the Wisconsin Central Railroad, in Township 42 North, Range 11, East of the Third Principal Meridian, recorded August 9, 1922 as document 7604075,

Together with that part of the public way commonly known as Northgate Parkway lying in Sections 2, 3, 10 and 11,

Together with that part of the Minneapolis, Saint Paul and Sault Saint Marie Railroad right of way lying in Sections 10 and 11,

All in Township 42 North, Range 11, East of the Third Principal Meridian,

All taken as a tract and described as follows:

Beginning at the Northeast corner of Lot 1 in Wickes Corporation Subdivision, aforesaid; thence South 00 degrees 12 minutes 27 seconds West, along the East line of said Lot 1, a distance of 1102.77 feet to the Southeast corner thereof; thence South 88 degrees 18 minutes 44 seconds West, along the South line of said Lot 1, a distance of 393.88 feet to the Southwest corner thereof; thence North 18 degrees 18 minutes 21 seconds West along a Southwesterly line of said Lot 1 and Northwesterly extension thereof, a distance of 256.25 feet to the East line of 33.00 foot wide Northgate Parkway; thence South 00 degrees 11 minutes 53 seconds West along the East line of said Northgate Parkway, 158.91 feet to the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad; thence North 18 degrees 18 minutes 25 seconds West along said Northeasterly right of way line, 59.48 feet; thence South 71 degrees 41 minutes 35 seconds West, 76.50 feet; thence North 18 degrees 18 minutes 25 seconds West, parallel with the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, 856.58 feet to its point of intersection with the Westerly extension of the North line of Lot 2 in Owner's Subdivision, aforesaid; thence North 89 degrees 51 minutes 41 seconds East, along the North line of said Lot 2, a distance of 305.30 feet to the Northeast corner thereof, being also the Southeast corner of Lot 1 in said Owner's Subdivision; thence North 00 degrees 20 minutes 40 seconds East along the East line of said Lot 1 in said Owner's Subdivision, a distance of 167.74 feet to the South line of 100 foot wide Dundee Road; thence North 88 degrees 17 minutes 46 seconds East along the South line of said Dundee Road and the North line of said Lot 1 in Wickes Corporation Subdivision, 533.04 feet to the point of beginning, in Cook County, Illinois.

**Parcel 2**
That part of the West ½ of the Northwest ¼ of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by the following described lines:

On the Northeast by a Southwesterly line of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, and the Northwesterly extension of said Southwesterly line of said Lot 1, and

On the West by a line 33 feet East of and parallel to the West line of said West ½ of the Northwest ¼ of Section 11, and

On the Southwest by the Easterly (or Northeasterly) right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, and

On the South by the Westerly extension of the South line of said Lot 1 in said Wickes Corporation Subdivision,

In Cook County, Illinois.

**Parcel 3**
That part of the West 1/2 of the Northwest 1/4 of Section 11 and that part of the East 1/2 of the Northeast 1/4 of Section 10, both in Township 42 North, Range 11 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696; thence South 88 degrees 15 minutes 59 seconds West along the South line, extended, of said Lot 1, a distance of 52.18 feet to a point on the original Easterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad for the point of beginning;

Thence South 18 degrees 21 minutes 03 seconds East along said Easterly right of way line, a distance of 84.47 feet; thence South 71 degrees 38 minutes 57 seconds West, a distance of 50.00 feet; thence North 18 degrees 21 minutes 03 seconds West parallel with said Easterly right of way line, a distance of 257.00 feet; thence North 71 degrees 38 minutes 57 seconds East, a distance of 50.00 feet to a point on said Easterly right of way line; thence South 18 degrees 21 minutes 03 seconds East along said right of way line, a distance of 172.53 feet to the point of beginning, in Cook County, Illinois.

PROPERTY AREA: 728,351 SQUARE FEET OR 16.72 ACRES

SURVEY NOTE:
THIS SURVEY WAS PREPARED BASED ON NEAR NORTH NATIONAL TITLE LLC TITLE COMMITMENT NO. NO1150448 EFFECTIVE DATE: APRIL 15, 2015 AS TO MATTERS OF RECORD.

SCHEDULE B ITEMS:

3. EASEMENT TO LAY, MAINTAIN AND OPERATE A 18-INCH PIPELINE WITHIN A 10 FOOT STRIP OF LAND AS CREATED BY AGREEMENT RECORDED AUGUST 31, 1961 AS DOCUMENT 18263996 MADE BY AND BETWEEN G. D. SEARLE AND COMPANY AND WEST SHORE PIPELINE COMPANY. NOTE: SURVEY PREPARED BY GREMLEY & BIEDERMANN, ORDER NO. 2014-20015-001, DATED DECEMBER 18, 2014 INDICATES SAID 10 FOOT STRIP LIES WITHIN THAT PART OF THE LAND TAKEN OR USED FOR NORTHGATE PARKWAY. SAID SURVEY ALSO INDICATES THAT THE LOCATION OF THE WEST SHORE PIPELINE AS STAKED IN THE FIELD BY J.U.L.I.E. IS ALSO WITHIN THAT PART TAKEN OR USED FOR NORTHGATE PARKWAY.
(PLOTTED)

4. GRANT OF EASEMENT DATED OCTOBER, 1968 AND RECORDED DECEMBER 12, 1968 AS DOCUMENT 20702802 MADE BY AND BETWEEN G. D. SEARLE & CO., A DELAWARE CORPORATION, AND THE VILLAGE OF WHEELING, AN ILLINOIS MUNICIPAL CORPORATION, GRANTING AN EASEMENT OVER, UNDER, UPON AND ACROSS THE PART OF THE LAND TO INSTALL, MAINTAIN, OPERATE, USE, REPAIR, REPLACE, RELOCATE, RENEW AND REMOVE UNDERGROUND UTILITY FACILITIES OF ALL TYPES, INCLUDING GAS, WATER, TELEPHONE, ELECTRICAL, SANITARY AND STORM SEWER FACILITIES, AND SUCH SURFACE INSTALLATIONS AS MAY BE NECESSARY TO SERVICE SAID UNDERGROUND UTILITY FACILITIES. (AFFECTS THE SOUTHERLY 30 FEET OF LOT 1 IN WICKES CORPORATION SUBDIVISION IN PARCEL 1 AND THE SOUTHERLY 30 FEET OF PARCEL 2)
(PLOTTED)

5. EASEMENT FOR UTILITIES AND DRAINAGE AS SHOWN ON THE PLAT OF WICKES CORPORATION SUBDIVISION RECORDED MAY 31, 1972 AS DOCUMENT 21920696, AND THE TERMS AND PROVISIONS THEREOF. (AFFECTS THE EAST 6 FEET AND THE SOUTH 12 FEET OF LOT 1 IN WICKES CORPORATION SUBDIVISION IN PARCEL 1)
(PLOTTED)

9. RESERVATION OF EASEMENT CONTAINED IN QUITCLAIM DEED FROM WISCONSIN CENTRAL LTD., AN ILLINOIS CORPORATION, TO COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY DATED MARCH 26, 2003 AND RECORDED MARCH 31, 2003 AS DOCUMENT 0030434811, SAID EASEMENT IN FAVOR OF WISCONSIN CENTRAL LTD., AND ITS SUCCESSORS AND ASSIGNS, FOR THE CONTINUED USE, OPERATION, REPLACEMENT, AND MAINTENANCE OF ALL EXISTING DRIVEWAYS, ROADS, CONDUITS, SEWERS, WATERLINES, GAS LINES, PIPELINES, ELECTRIC POWER LINES, FIBER OPTIC LINES, WIRELINES, POLE LINES AND ALL OTHER UTILITIES, INCLUDING BUT NOT LIMITED TO ALL RAILROAD FACILITIES LOCATED ON, OVER, UNDER OR ACROSS THE LAND, WITH REASONABLE RIGHT OF ACCESS, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN. (AFFECTS PARCEL 3)
(BLANKET EASEMENT OVER PARCEL 3)
10. COVENANT AND RESTRICTION RELATING TO THE FLOW OF DRAINAGE WATER OVER THE LAND CONTAINED IN QUITCLAIM DEED FROM WISCONSIN CENTRAL LTD., AN ILLINOIS CORPORATION, TO COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY DATED MARCH 26, 2003 AND RECORDED MARCH 31, 2003 AS DOCUMENT 0030434811, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN. (AFFECTS PARCEL 3)
(NOT PLOTTABLE)

11. TEMPORARY CONSTRUCTION EASEMENT DATED APRIL 1, 2010 AND RECORDED JULY 20, 2010 AS DOCUMENT 1020112027 MADE BY AND BETWEEN WHEELING PARK DISTRICT AND METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, CONTAINING GRANT OF EASEMENT FOR CONSTRUCTION OF IMPROVEMENTS RELATING TO STORMWATER STORAGE, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN. (PURPORTS TO AFFECT PARCEL 2)
(NOT PLOTTED ATTACHMENT TO DOCUMENT 1020112027 IS ILLEGIBLE)

12. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, COUNTY OF COOK AND THE MUNICIPALITY IN AND TO ANY PART OF THE LAND TAKEN OR USED FOR STREETS, ROADS AND HIGHWAYS.
(ALL VISIBLE IMPROVEMENTS PLOTTED)

13. RIGHTS OF PUBLIC AND QUASI-PUBLIC UTILITIES TO USE, MAINTAIN, REPAIR AND REPLACE UTILITY FACILITIES LOCATED IN, UPON OR UNDER THE LAND.
(ALL VISIBLE IMPROVEMENTS PLOTTED)

14. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS.
(ALL VISIBLE IMPROVEMENTS PLOTTED)

15. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

SURVEY NOTE (CONTINUED):

16. IT APPEARS THAT THERE MAY BE OVERLAP BETWEEN PARTS OF THE LAND AS DESCRIBED IN PRIOR RECORDED CONVEYANCES. THE DESCRIPTION OF PART OF THE LAND AS DESCRIBED IN PARCEL 4 IN THE DEED FROM THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1968 AND KNOWN AS TRUST NUMBER 53278, TO VILLAGE OF WHEELING RECORDED DECEMBER 30, 1997 AS DOCUMENT 97977093, WHICH PART IS INCLUDED IN PARCEL 1 OF THE LAND AS DESCRIBED HEREIN, MAY OVERLAP WITH THE DESCRIPTION OF PARCEL 3 OF THE LAND AS DESCRIBED HEREIN AND IN THE DEED FROM WISCONSIN CENTRAL LTD., AN ILLINOIS CORPORATION, TO COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY RECORDED MARCH 31, 2003 AS DOCUMENT 0030434811. THE COMPANY SHOULD BE FURNISHED AN ALTA SURVEY CONTAINING SUFFICIENT INFORMATION TO ESTABLISH WHETHER SUCH OVERLAP EXISTS OR NOT. AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTION OR AMENDMENT AS MAY THEN BE DEEMED NECESSARY. (AFFECTS PARCELS 1 AND 3)
(PLOTTED)
17. IT APPEARS THAT THE DESCRIPTION OF PART OF THE LAND AS DESCRIBED IN PRIOR RECORDED CONVEYANCES MAY BE DEFECTIVE. THE DESCRIPTION OF PART OF THE LAND AS DESCRIBED IN PARCEL 2 IN THE DEED FROM THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1968 AND KNOWN AS TRUST NUMBER 53278, TO VILLAGE OF WHEELING RECORDED DECEMBER 30, 1997 AS DOCUMENT 97977093, WHICH PART IS INCLUDED IN PARCEL 1 OF THE LAND AS DESCRIBED HEREIN, APPEARS TO BE INTENDED TO DESCRIBE LAND WHICH CORRESPONDS TO TAX PARCEL NUMBER 03-10-202-003-0000 BUT DOES NOT SEEM TO SUCCESSFULLY DESCRIBE THAT PARCEL OF LAND. THIS DESCRIPTION ALSO APPEARS IN RECORDED CONVEYANCES PRECEDING THE MENTIONED DEED. CONSIDERATION SHOULD BE GIVEN TO CORRECTING THE DESCRIPTION OF RECORD BY CORRECTIVE DEED OR RE-RECORDING, OR BY A PROPERLY ENTERED COURT ORDER, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTION OR AMENDMENT AS MAY BE DEEMED NECESSARY. (AFFECTS PARCEL 1)
(PLOTTED)

18. THE DESCRIPTION OF PARCEL 2 OF THE LAND AS DESCRIBED IN SCHEDULE A HEREOF WAS DRAFTED FOLLOWING EXAMINATION OF TAX MAPS OF THE LAND AND OF RECORDED INSTRUMENTS AFFECTING ADJOINING PROPERTIES. IF THERE IS INTENTION TO UTILIZE AN ALTERNATE DESCRIPTION OF PARCEL 2 OF THE LAND, THE COMPANY SHOULD BE FURNISHED AN ALTA SURVEY CONTAINING SUFFICIENT INFORMATION TO ESTABLISH AND CONFIRM SUCH ALTERNATE DESCRIPTION.
(AFFECTS PARCEL 2)

19. THE VESTING OF TITLE, REFERRED TO IN SCHEDULE A HEREOF, AS TO PARCEL 2 OF THE LAND, AS DESCRIBED IN SCHEDULE A HEREOF, IS PURSUANT TO SPECIAL WARRANTY DEED DATED JANUARY 28, 1972 AND RECORDED FEBRUARY 2, 1972 AS DOCUMENT 21794834 FROM G. D. SEARLE & CO., A DELAWARE CORPORATION, TO THE WICKES CORPORATION, A DELAWARE CORPORATION. THAT DEED CONVEYED LAND INCLUDING PARCEL 2. OUR SEARCHES OF THE PUBLIC RECORDS DO NOT DISCLOSE SUBSEQUENT CONVEYANCES THAT INCLUDE PARCEL 2 OF THE LAND. THE COMPANY SHOULD BE FURNISHED INFORMATION REGARDING THE CURRENT STATUS OF THE WICKES CORPORATION OR ITS SUCCESSORS, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTION OR AMENDMENT AS MAY THEN BE DEEMED NECESSARY.
(AFFECTS PARCEL 2)

REMAINING SCHEDULE B ITEMS ARE NOT MATTERS OF SURVEY.

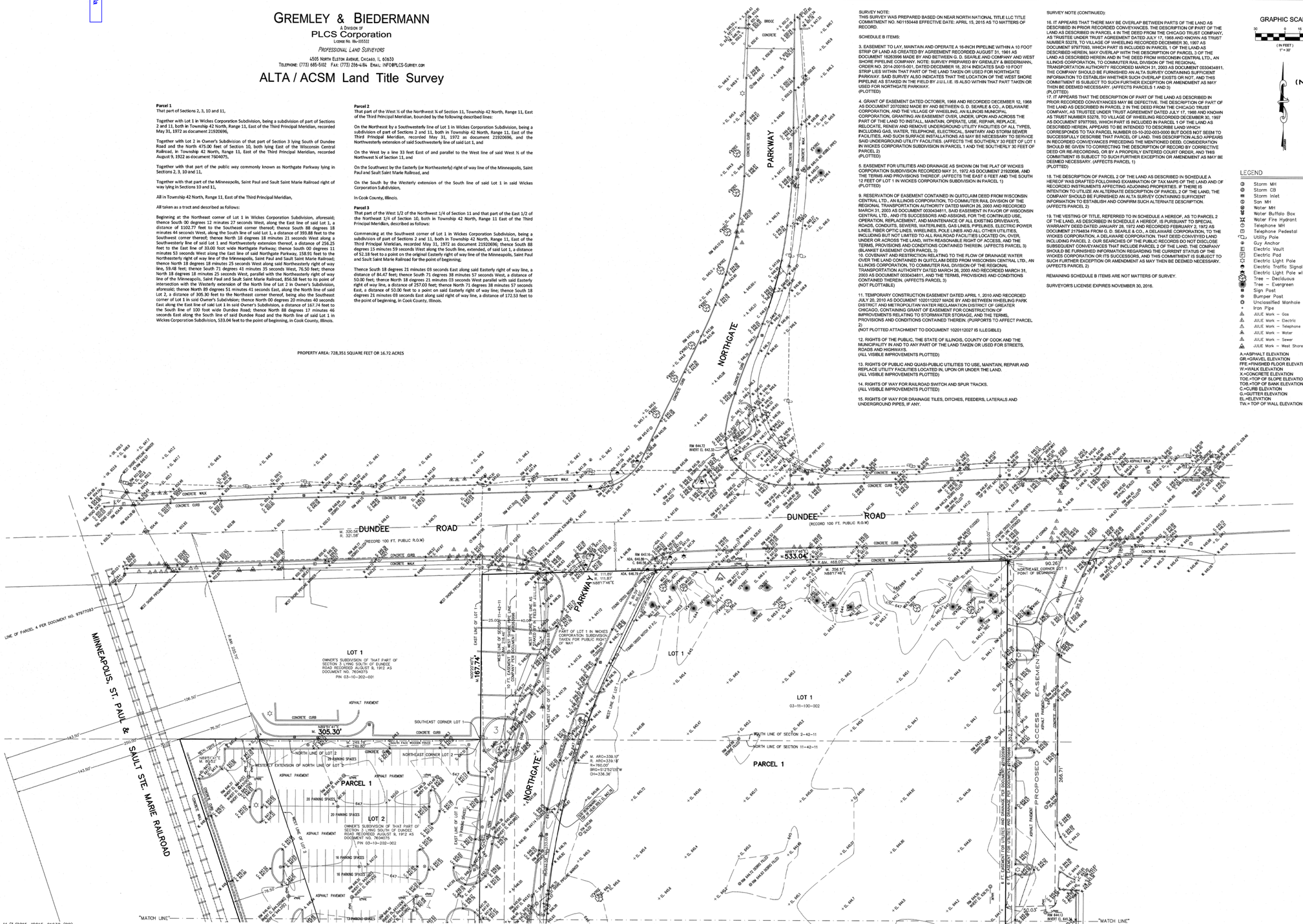
SURVEYOR'S LICENSE EXPIRES NOVEMBER 30, 2016.

GRAPHIC SCALE
30 0 15 30
( IN FEET )
1" = 30'

(N.T.S.)

LEGEND
- Storm MH
- Storm CB
- Storm Inlet
- San MH
- Water MH
- Water Buffalo Box
- Water Fire Hydrant
- Telephone MH
- Telephone Pedestal
- Utility Pole
- Guy Anchor
- Electric Vault
- Electric Pad
- Electric Light Pole
- Electric Traffic Signal
- Electric Light Pole with Traffic Signal
- Tree – Deciduous
- Tree – Evergreen
- Sign Post
- Bumper Post
- Unclassified Manhole
- Iron Pipe
- JULIE Mark – Gas
- JULIE Mark – Electric
- JULIE Mark – Telephone
- JULIE Mark – Water
- JULIE Mark – Sewer
- JULIE Mark – West Shore Pipeline

A.=ASPHALT ELEVATION
GR.=GRAVEL ELEVATION
FFE.=FINISHED FLOOR ELEVATION
W.=WALK ELEVATION
X.=CONCRETE ELEVATION
TOE.=TOP OF SLOPE ELEVATION
TOB.=TOP OF BANK ELEVATION
C.=CURB ELEVATION
G.=GUTTER ELEVATION
EL.=ELEVATION
TW.= TOP OF WALL ELEVATION




REVISED: 11/3/2015 #2015-21632 (BB)
REVISED: 5/18/2015 PER ORDER NO. 2015-20840 [RJT]
REVISED: 12/12/2014 ADDITIONAL WORK PER ORDER #2014-20259 [RJT]

| | | |
|---|---|---|
| ORDERED BY: WTC LLC | CHECKED: | DRAWN: RL |
| ADDRESS: WHEELING TOWN CENTER | | |

GREMLEY & BIEDERMANN
PLCS, CORPORATION
License No. 184-005522
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102 Fax: (773) 286-4184 Email: INFO@PLCS-SURVEY.COM

| ORDER NO. | DATE | PAGE NO. |
|---|---|---|
| 2014-20015-001 | OCTOBER 29, 2014 | 1 of 2 |
| | SCALE: 1INCH = 50 FEET | |

G:\CAD\2014\2014-20015\2014-20015-001.dwg

SURVEY NOTES:

Surveyor's license expires November 30, 2016.

Note R, & M, denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

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SURVEY NOTES:

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Call DIGGER - (312) 744-7000 within the City of Chicago.

Outside of the City of Chicago call J.U.L.I.E. (800) 892-0123 prior to construction or excavation.

BENCHMARK DESIGNATION: 05 NO 3301
BENCHMARK PID: NG0129
ELEVATION = 633.73 FEET (NAVD88)

LOCATION:
0.6 MI W FROM WILMETTE. 0.55 MILES WEST ALONG LAKE AVENUE FROM THE VILLAGE HALL ANNEX, AT THE INTERSECTION OF LAKE AVENUE AND RIDGE ROAD, SET IN THE NORTH LAWN OF ST. JOSEPH CHURCH, 62.2 FEET EAST OF THE EAST CURB OF RIDGE ROAD, 73.3 FEET NORTH OF THE CENTER LINE OF THE NORTHWEST MAIN ENTRANCE TO THE CHURCH 23.9 FEET SOUTH OF THE SOUTH CURB OF LAKE AVENUE. A COOK COUNTY HIGHWAY DEPARTMENT DISK IN THE TOP OF A CONCRETE POST FLUSH WITH THE GROUND AND ABOUT LEVEL WITH THE STREET.

SURVEY NOTE:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF, AND IS SUBJECT TO, ALL RESTRICTIONS AND MATTERS APPEARING OF RECORD AS MIGHT BE DISCLOSED BY A CURRENT TITLE COMMITMENT.

PROPERTY APPEARS IN "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP COOK COUNTY, ILLINOIS, MAP NO. 17031C 0068J, EFFECTIVE DATE AUGUST 19, 2008.

REGARDING TABLE A ITEM 21 PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF $2,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 9, 11(a) and 21 of Table A thereof.

The field work was completed on November 3, 2015.

Date of Plat NOV. 11, 2015

By: Wm E. Biedermann

Wm. E. Biedermann
Professional Illinois Land Surveyor No. 3168

WILLIAM E. BIEDERMANN
PROFESSIONAL LAND SURVEYOR 3168
CHICAGO
STATE OF ILLINOIS

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

# WHEELING TOWN CENTER
## Dundee Road and Northgate Parkway
## Wheeling, Illinois

Exhibit received September 1, 2016

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Expiration Date: _____

| No. | Date | Description |
|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |

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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

COVER SHEET

Sheet No:

C-0.3

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:41pm By: gstreger

GRAPHIC SCALE

30 0 15 30

(IN FEET)

(N.T.S.)

# GREMLEY & BIEDERMANN

A DIVISION OF

PLCS Corporation

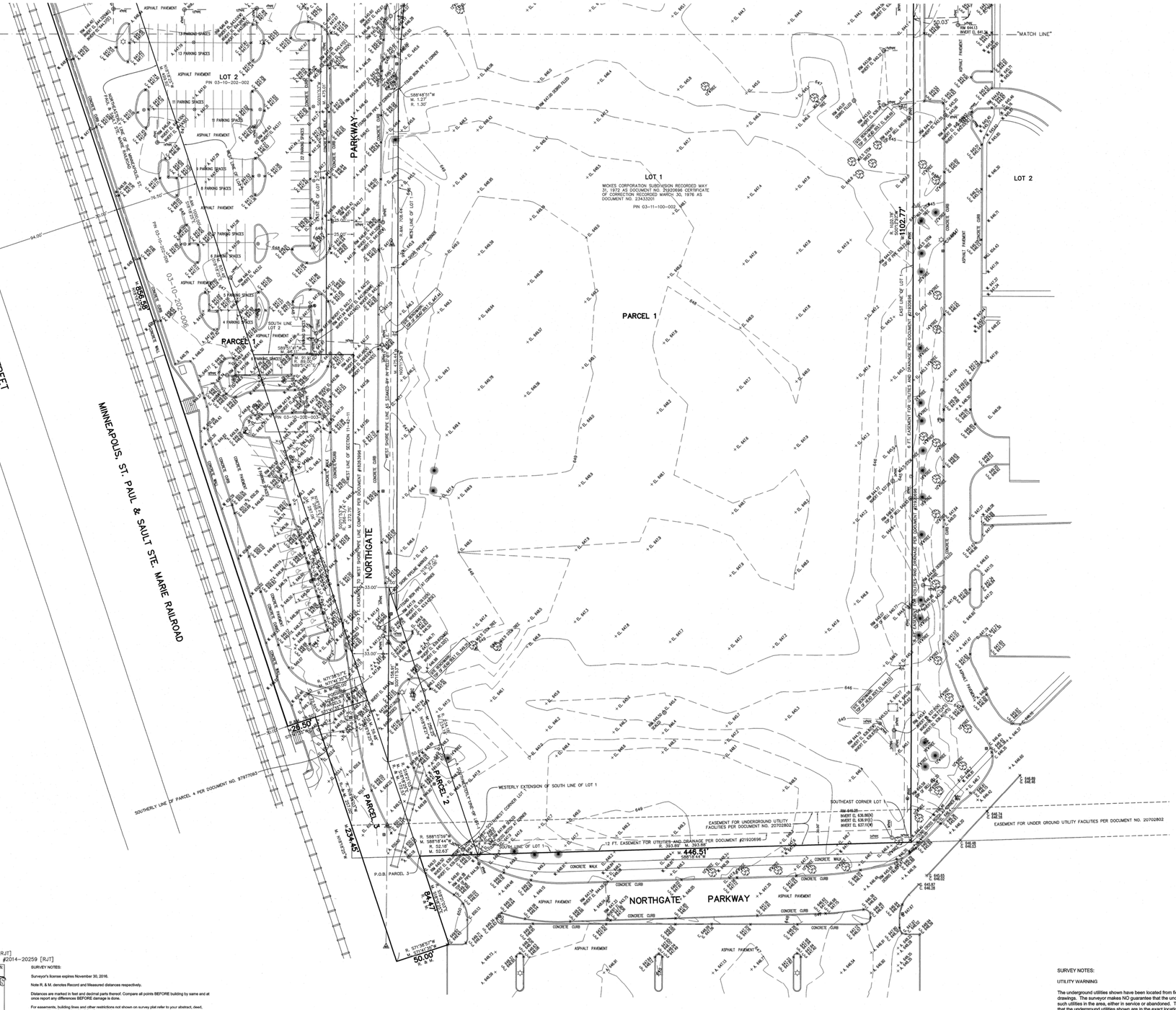
LICENSE NO. 184-000322

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630

TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

## ALTA / ACSM Land Title Survey




LEGEND

- Storm MH
- Storm CB
- Storm Inlet
- San MH
- Water MH
- Water Buffalo Box
- Water Fire Hydrant
- Telephone MH
- Telephone Pedestal
- Utility Pole
- Guy Anchor
- Electric Vault
- Electric Post
- Electric Light Pole
- Electric Traffic Signal
- Electric Light Pole with Traffic Signal
- Tree – Deciduous
- Tree – Evergreen
- Sign Post
- Bumper Post
- Unclassified Manhole
- Iron Pipe
- JULIE Mark – Gas
- JULIE Mark – Electric
- JULIE Mark – Telephone
- JULIE Mark – Water
- JULIE Mark – Sewer
- JULIE Mark – West Shore Pipeline

A.=ASPHALT ELEVATION
GR.=GRAVEL ELEVATION
FFE.=FINISHED FLOOR ELEVATION
W.=WALK ELEVATION
X.=CONCRETE ELEVATION
TOE.=TOP OF SLOPE ELEVATION
TOB.=TOP OF BANK ELEVATION
C.=CURB ELEVATION
G.=GUTTER ELEVATION
EL.=ELEVATION
TW.= TOP OF WALL ELEVATION

REVISED: 11/3/2015 #2015-21632 [BB]
REVISED: 5/18/2015 PER ORDER NO. 2015-20840 [RJT]
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| | | | |
|---|---|---|---|
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| ADDRESS: WHEELING TOWN CENTER | | | |
| GREMLEY & BIEDERMANN A DIVISION OF PLCS CORPORATION LICENSE NO. 184-000322 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM | | | |
| ORDER NO. 2014-20015-001 | DATE: OCTOBER 29, 2014 SCALE: 1 INCH = 30 FEET | PAGE NO. 2 OF 2 | |

G:\CAD\2014\2014-20015\2014-20015-001.dwg

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LICENSE NO. 184-003220
EXPIRES: 04/30/2017

# WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

**Wheeling, Illinois**

Exhibit received September 1, 2016

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| No. | Date | Description |
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|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

COVER SHEET

Sheet No:

C-0.4

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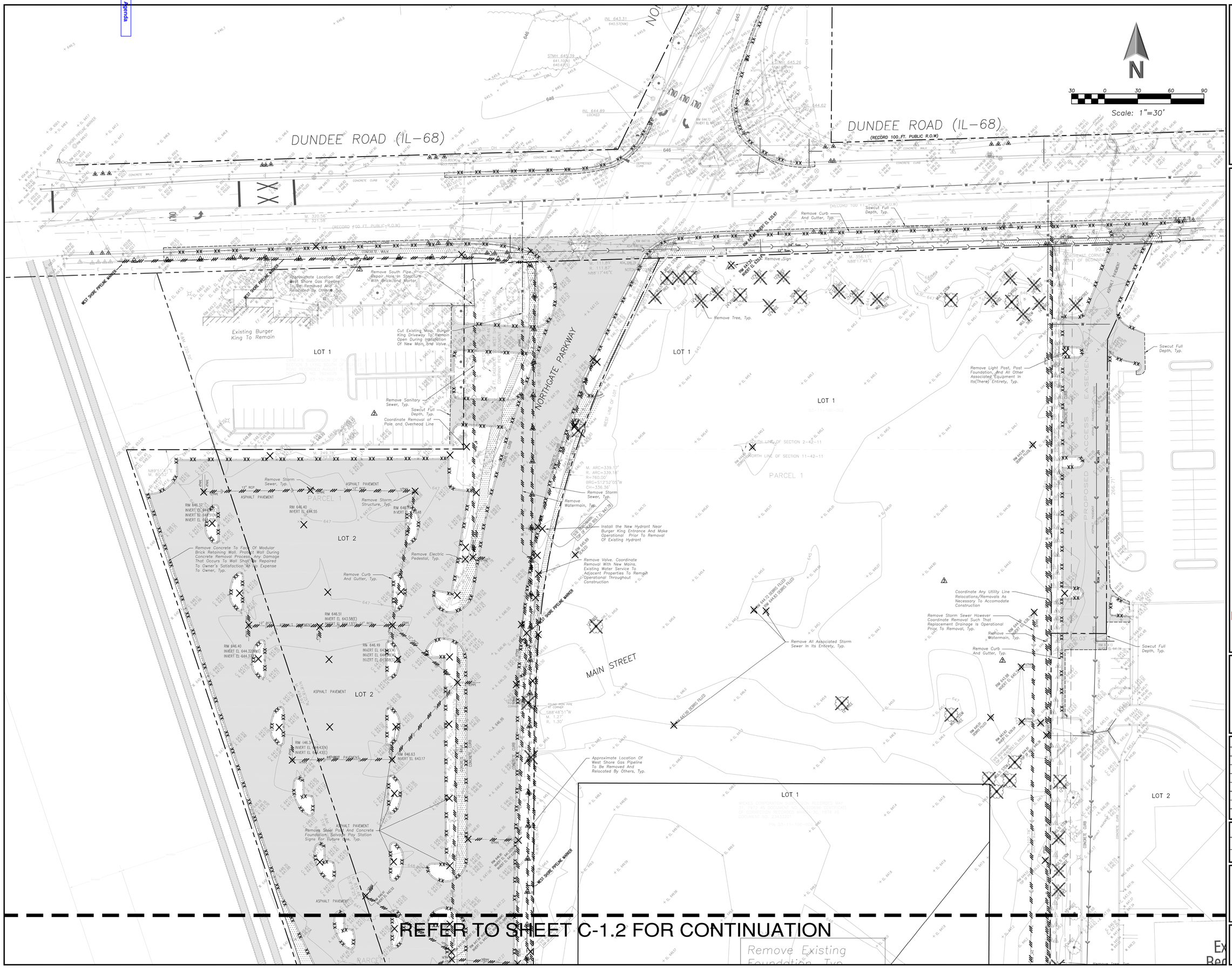


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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

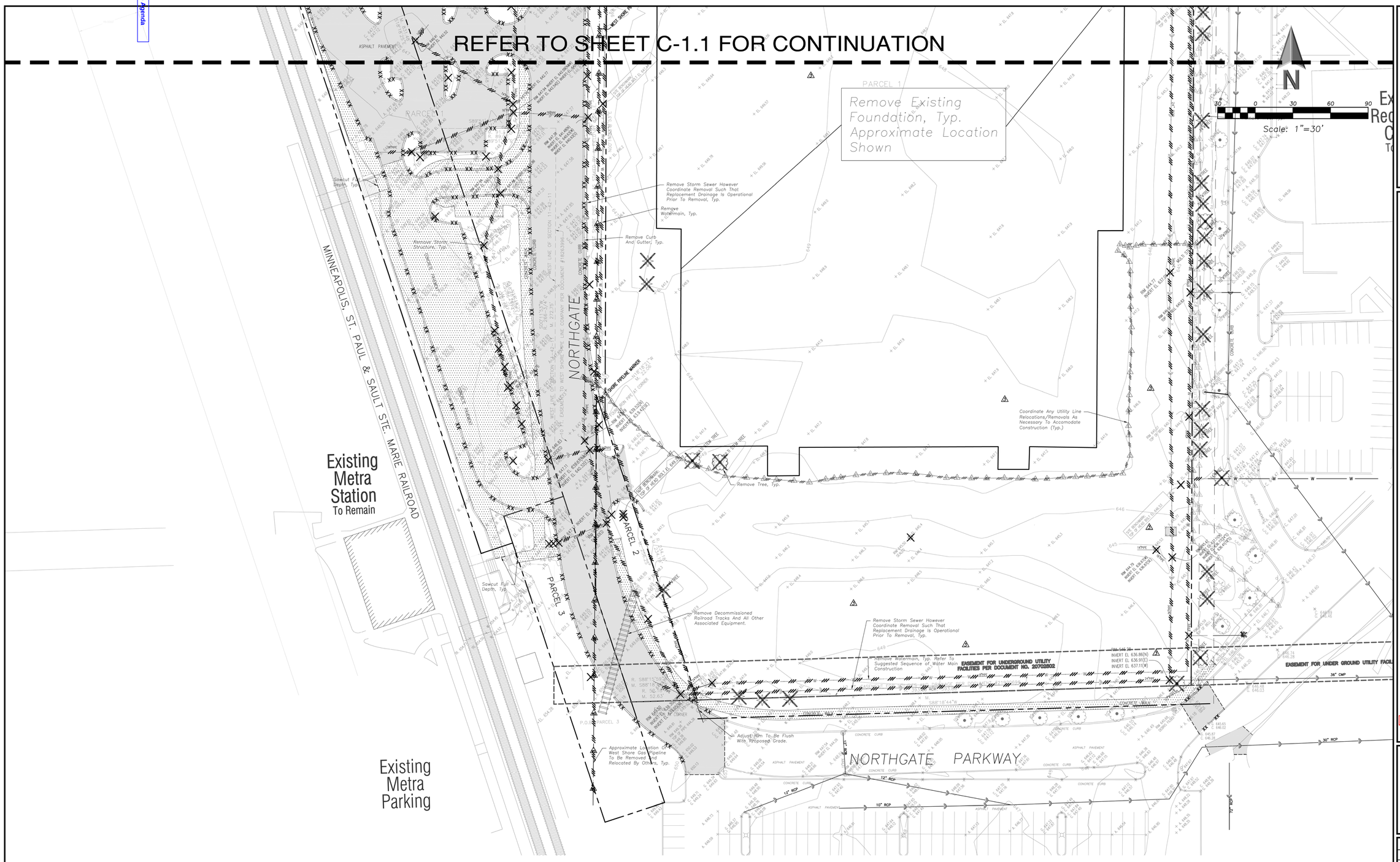
Sheet Title:

## SITE DEMOLITION PLAN (NORTH)

Sheet No:

## C-1.1

EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:31am By: gatregan




## J.U.L.I.E.

*Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123*

## SURVEY PROVIDED BY

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TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

## BENCHMARK

*Benchmark Designation: 05 No 3301*
*Benchmark PID: NG0129*
*Elevation: 633.73 Feet (NAVD88)*

*Location:*
*0.6 Mi W From Wilmette. 0.55 Miles West Along Lake Avenue From The Village Hall Annex, At The Intersection Of Lake Avenue And Ridge Road, Set In The North Lawn Of St. Joseph Church, 82.2 Feet East Of The East Curb Of Ridge Road, 73.3 Feet North Of The Center Line Of The Northwest Main Entrance To The Church 23.9 Feet South Of The South Curb Of Lake Avenue. A Cook County Highway Department Disk In The Top Of A Concrete Post Flush With The Ground And About Level With The Street.*


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# WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

**Wheeling, Illinois**

Exhibit received September 1, 2016

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| 3 | 08/10/16 | Water and Sewer Reroute |
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| Design By: GD/JC | Date: 03/08/16 |
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

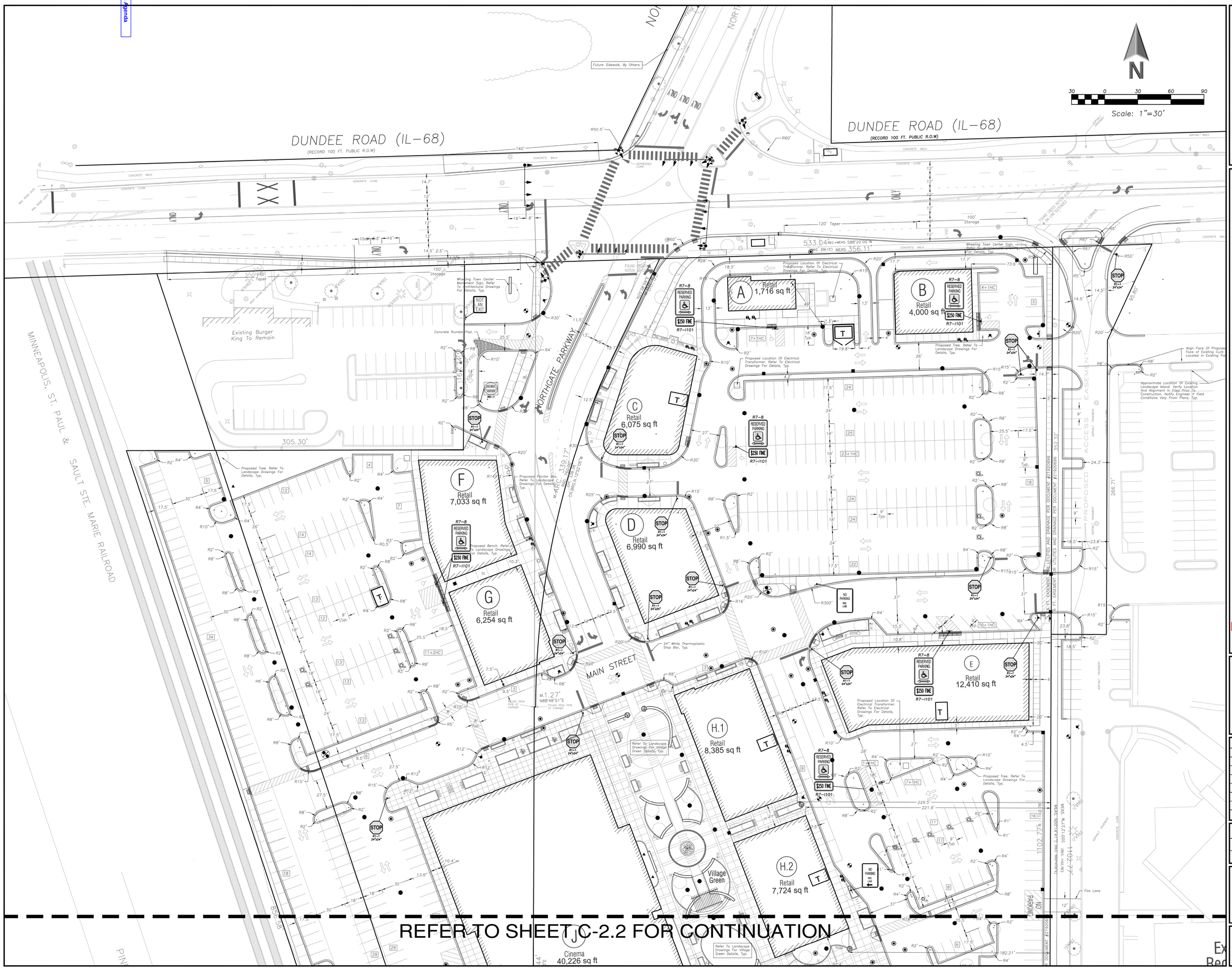
SITE DEMOLITION PLAN (SOUTH)

Sheet No:

C-1.2


EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:32am By: gureger

Item 5 a to Agenda





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|---|---|
| Checked By: GD | Project No. 0000.00 |

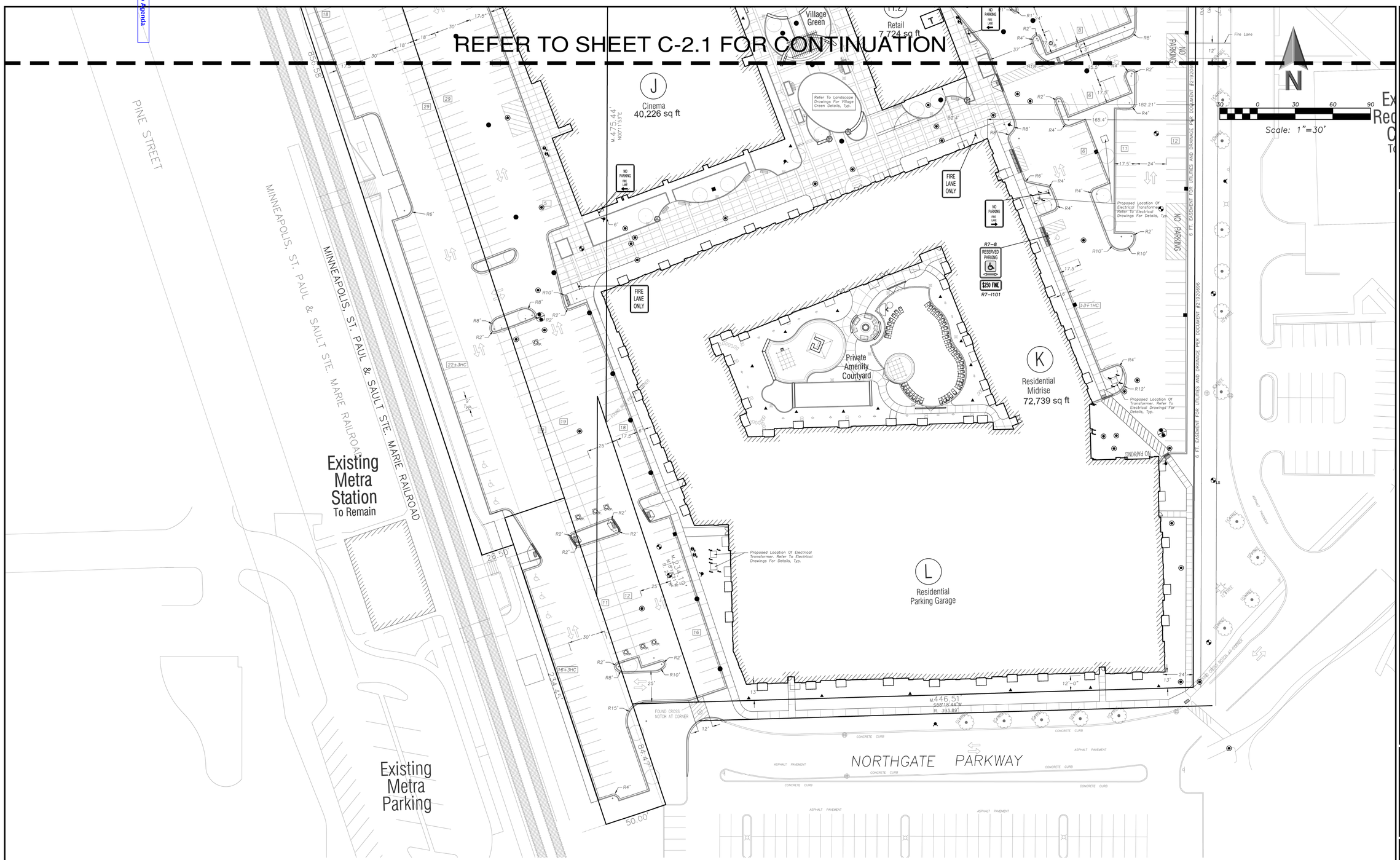
Sheet Title:

SITE GEOMETRY PLAN (NORTH)

Sheet No:

C-2.1

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:28am By: gareger




## J.U.L.I.E.

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## BENCHMARK

*Benchmark Designation: 05 No 3301*
*Benchmark PID: NG0129*
*Elevation: 633.73 Feet (NAVD88)*

*Location:*
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# WHEELING TOWN CENTER
## Dundee Road and Northgate Parkway
**Wheeling, Illinois**

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|---|---|
| Checked By: GD | Project No.: 0000.00 |

Sheet Title:
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Sheet No:
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EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
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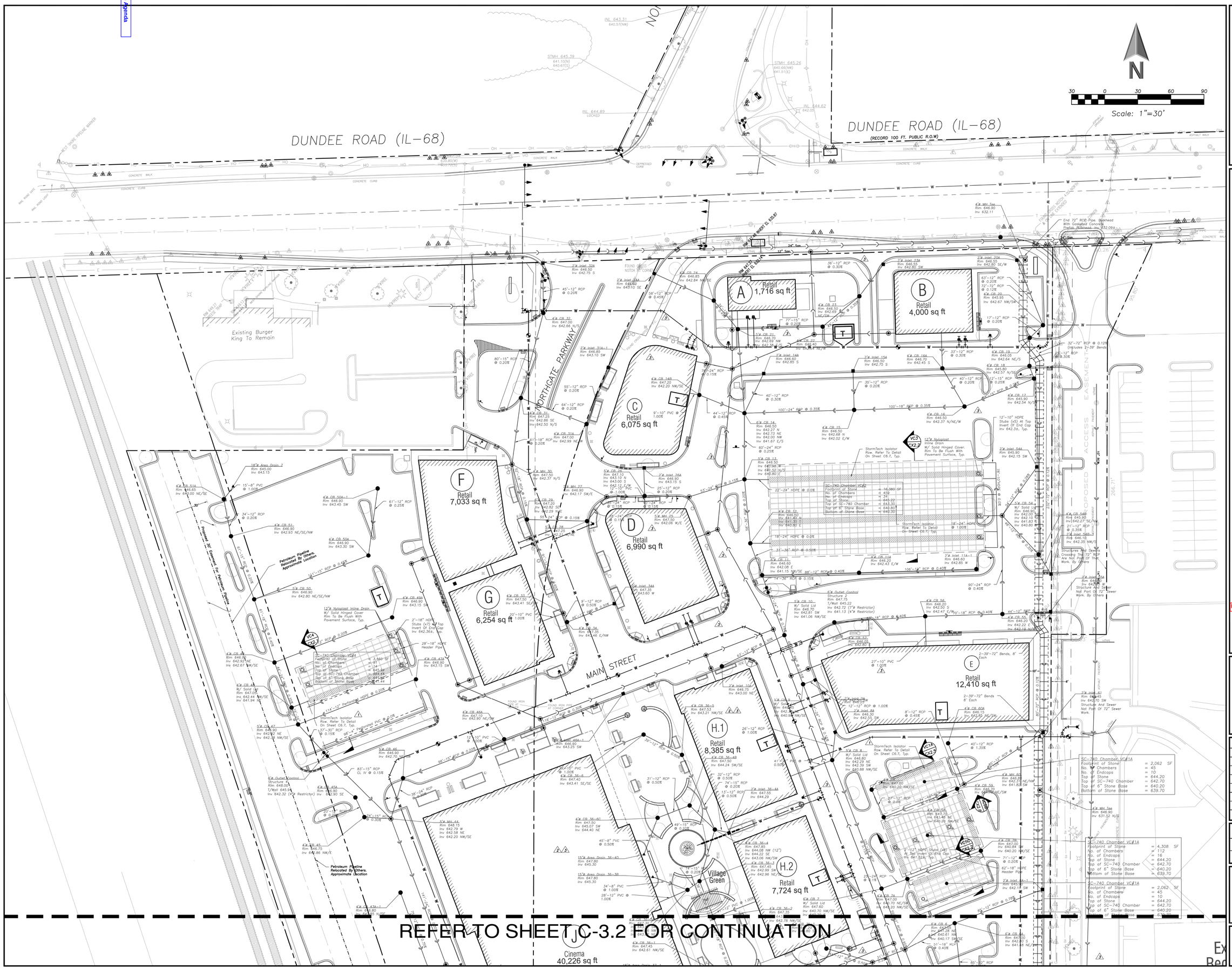



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| Design By: GD/JC | Date: 03/08/16 |
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| Checked By: GD | Project No. 0000.00 |

Sheet Title:

SITE UTILITY PLAN-STORM (NORTH)

Sheet No:

C-3.1


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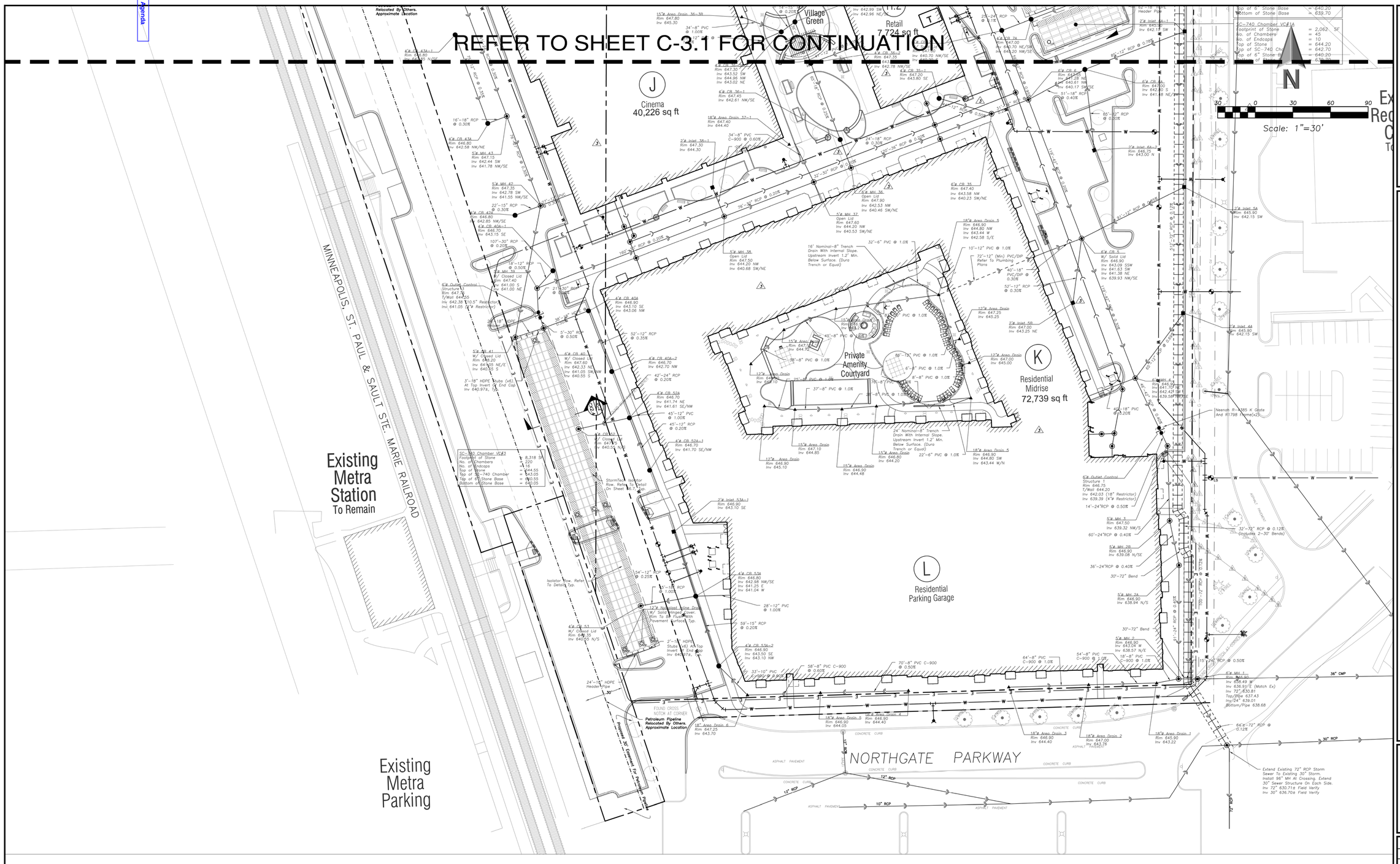
Plotted: 9/01/16 @ 11:38am By: gdreger

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| Design By: | Date: |
|---|---|
| GD/JC | 03/08/16 |
| Checked By: | Project No. |
| GD | 0000.00 |

Sheet Title:

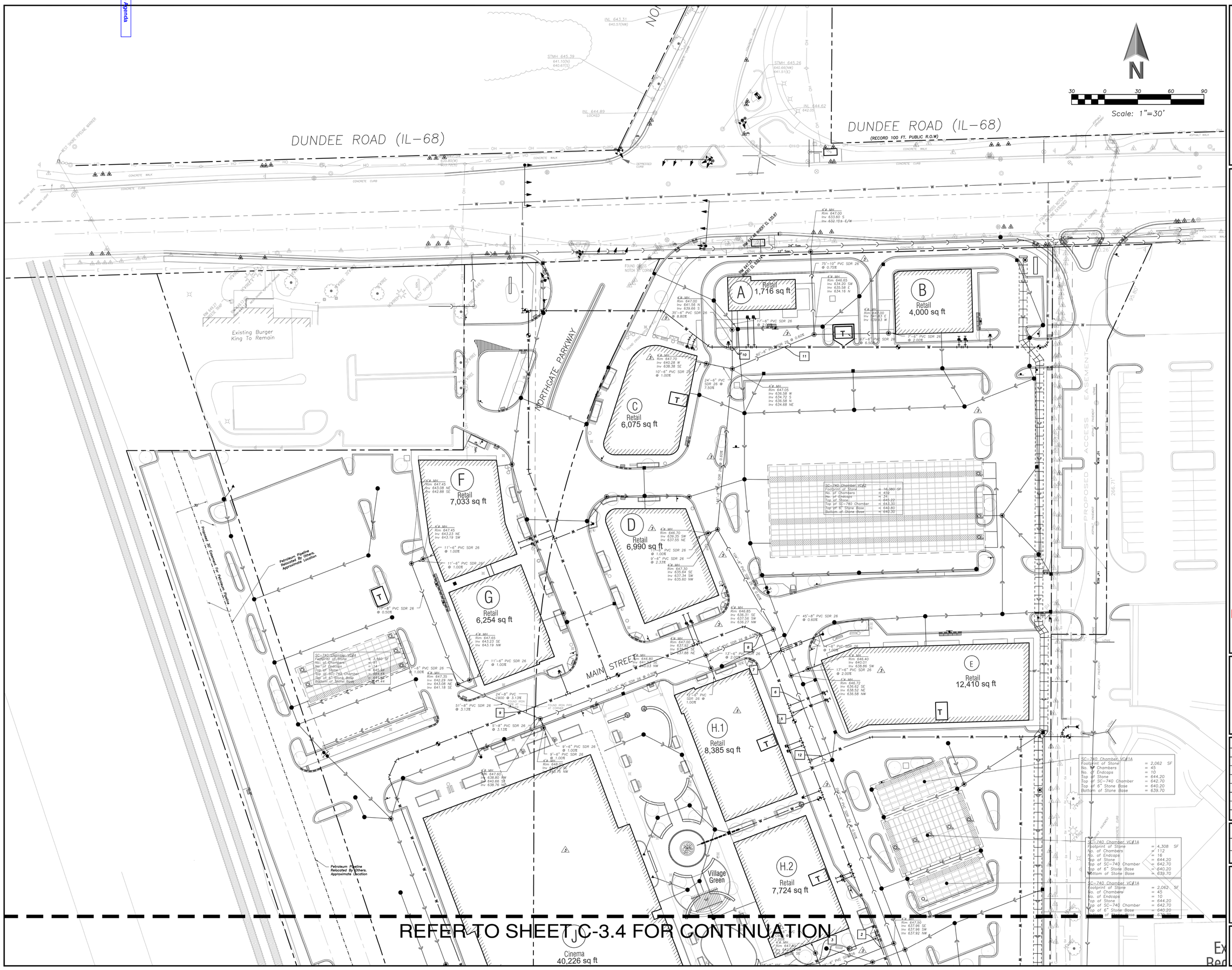
SITE UTILITY PLAN-STORM (SOUTH)

Sheet No:

C-3.2


EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:30am By: gstreger

Attachment to Agenda





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LICENSE NO. 184-003220
EXPIRES: 04/30/2017


# WHEELING TOWN CENTER

## Dundee Road and Northgate Parkway

## Wheeling, Illinois

Exhibit received September 1, 2016

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|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
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| 2. | 07/15/16 | Issued For Permit/Bid |
| 3. | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |


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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

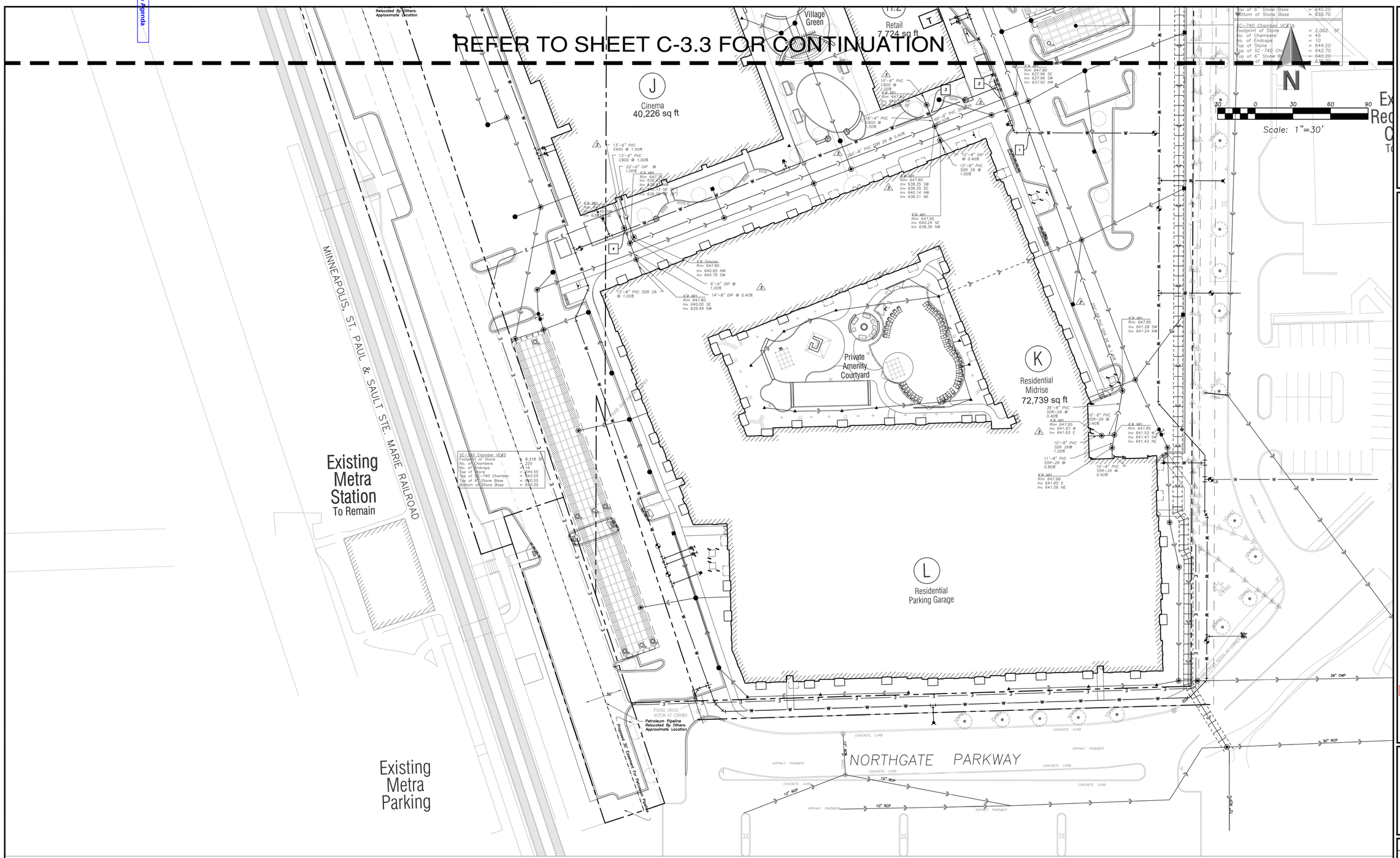
Sheet Title:

SITE UTILITY PLAN-SANITARY (NORTH)

Sheet No:

C-3.3


EEA — P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:33am By: gariegar




## J.U.L.I.E.

*Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123*

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TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

## BENCHMARK

*Benchmark Designation: 05 No 3301*
*Benchmark PID: NG0129*
*Elevation: 633.73 Feet (NAVD88)*

*Location:*
*0.6 Mi W From Wilmette. 0.55 Miles West Along Lake Avenue From The Village Hall Annex, At The Intersection Of Lake Avenue And Ridge Road, Set In The North Lawn Of St. Joseph Church, 82.2 Feet East Of The East Curb Of Ridge Road, 73.3 Feet North Of The Center Line Of The Northwest Main Entrance To The Church 23.9 Feet South Of The South Curb Of Lake Avenue. A Cook County Highway Department Disk In The Top Of A Concrete Post Flush With The Ground And About Level With The Street.*


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# WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

**Wheeling, Illinois**

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|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

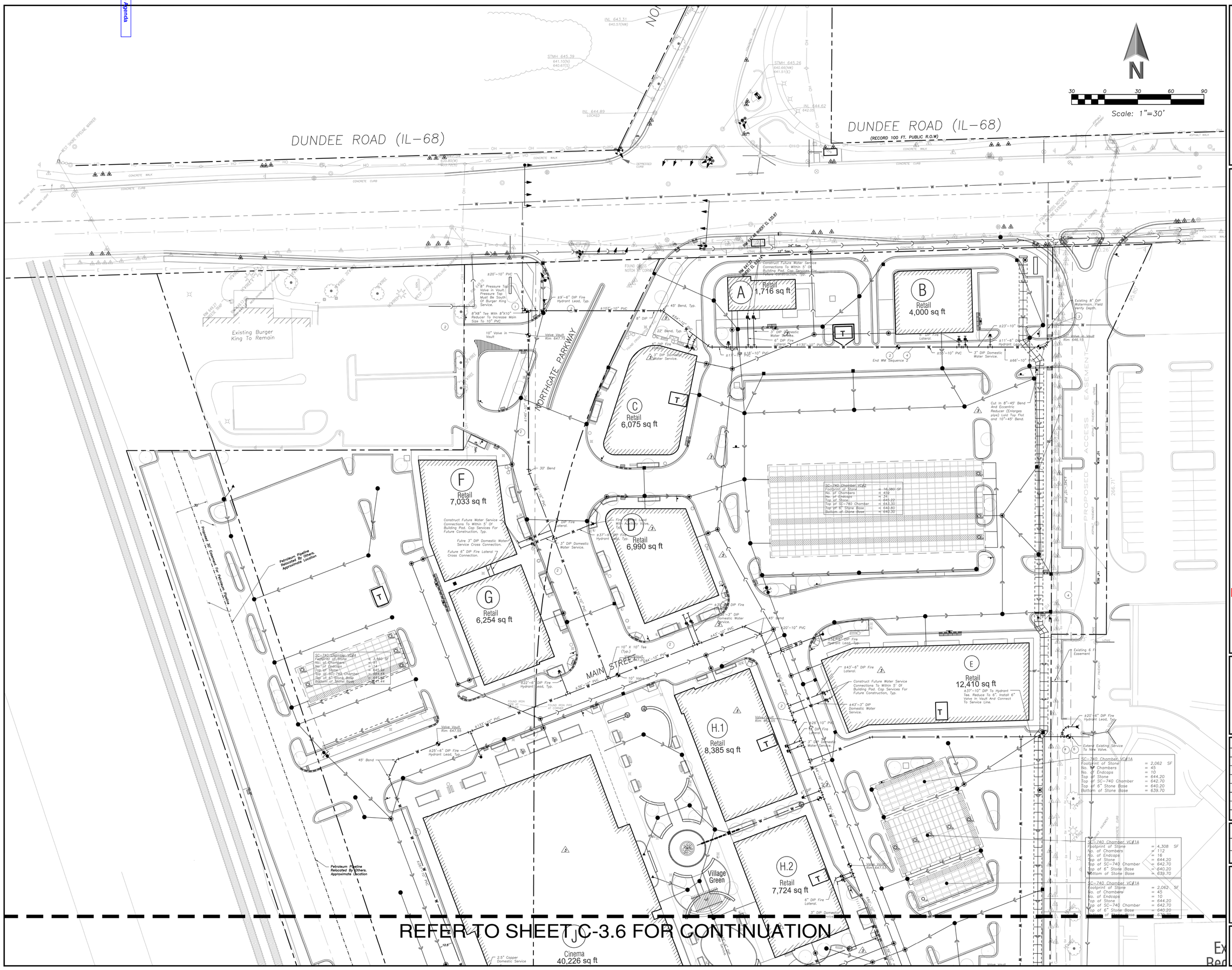
SITE UTILITY PLAN-SANITARY (SOUTH)

Sheet No:

C-3.4


EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:40am By: gareger

Agenda item no. 7





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|---|---|
| GD/JC | 03/08/16 |
| Checked By: GD | Project No. 0000.00 |

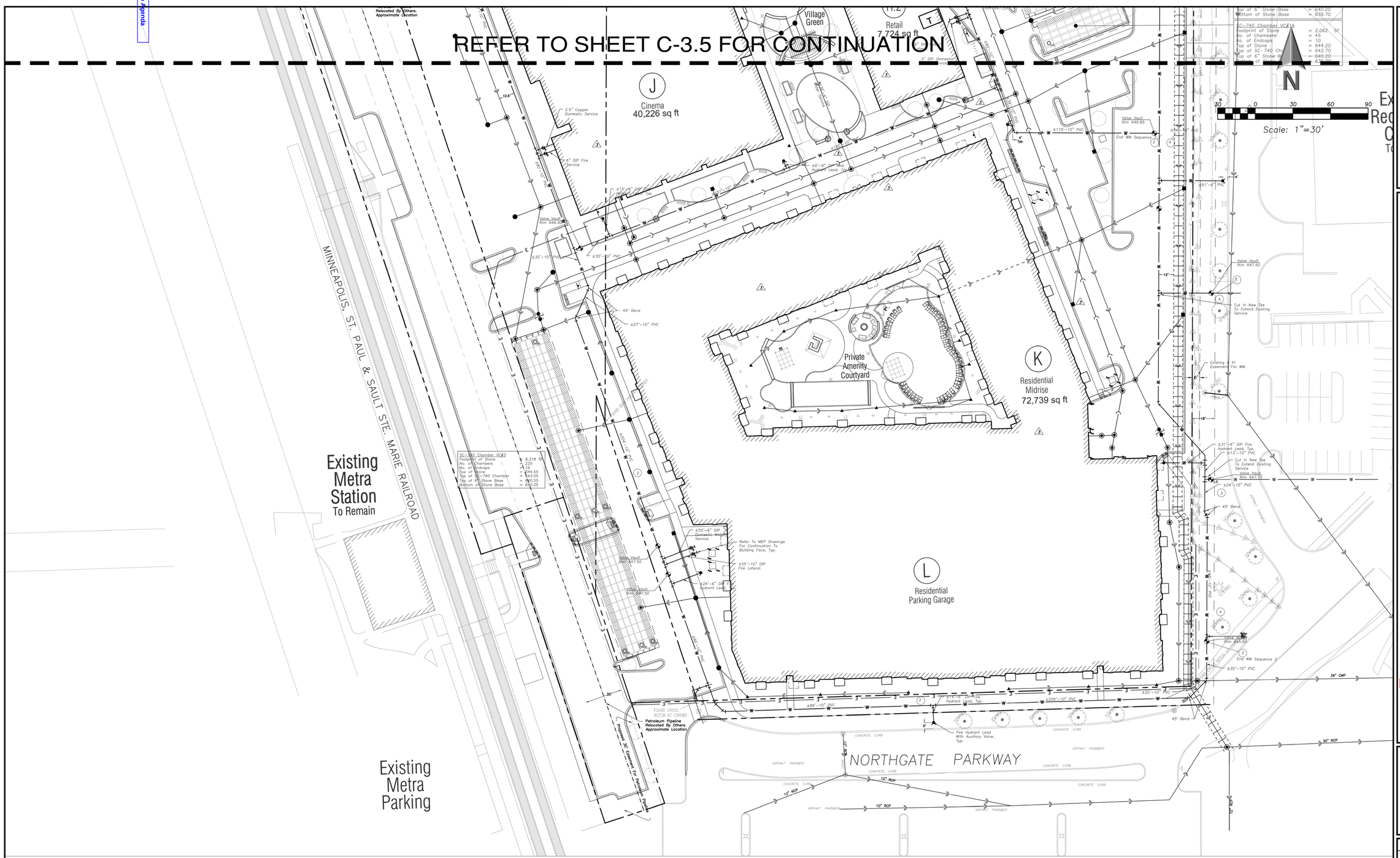
Sheet Title:

SITE UTILITY PLAN-WATER (NORTH)

Sheet No:

C-3.5


EEA — P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:40am By: gariegar




## SUGGESTED SEQUENCE OF WATER MAIN CONSTRUCTION

*It Is The Intent Of This Sequence Of Construction To Minimize Any "Downtime" To Any Off Site Mains. Coordinate Any Shutdown Necessary With The Village Of Wheeling And The Wheeling Park District.*

1. *Install Pressure Tap Valve In Vault Near The Intersection Of Dundee And Northgate.*
2. *Install All Mains Within And South Of The Site Designated By The Number 2 On The Plan. This Includes All Site Mains Up To And Including The Valves Shown. Pressure Test And Chlorinate All Mains Installed. Once The Mains Pass The Required Tests Proceed To Item 3.*
3. *Install Line Stops On Mains To Park District And Village Hall Facilities. This Leaves Those Facilities Active And Disconnects Them From The Existing Site Mains.*
4. *Install Main Along The East Property Line And Within Park District Easement And Connect To The Valves That Were Installed In Item 2. Run The Main Under The Two Services To Park District Recreation Center Leaving Those Services Active. Pressure Test And Chlorinate The Installed Main. Once The Main Passes The Required Tests Proceed To Item 5.*
5. *Remove Line Stops Installed In Item 3.*
6. *Connect New Main To Existing Park District Recreation Center Services. Coordinate Work With The Village Of Wheeling And The Park District*
7. *Shut Down Existing Main At The North Side Of Dundee Road. Connect New Main To Existing Main.*
8. *Remove Existing Main Once New Main Is Completely Operational*

## J.U.L.I.E.

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# WHEELING TOWN CENTER
## Dundee Road and Northgate Parkway
**Wheeling, Illinois**

Exhibit received September 1, 2016

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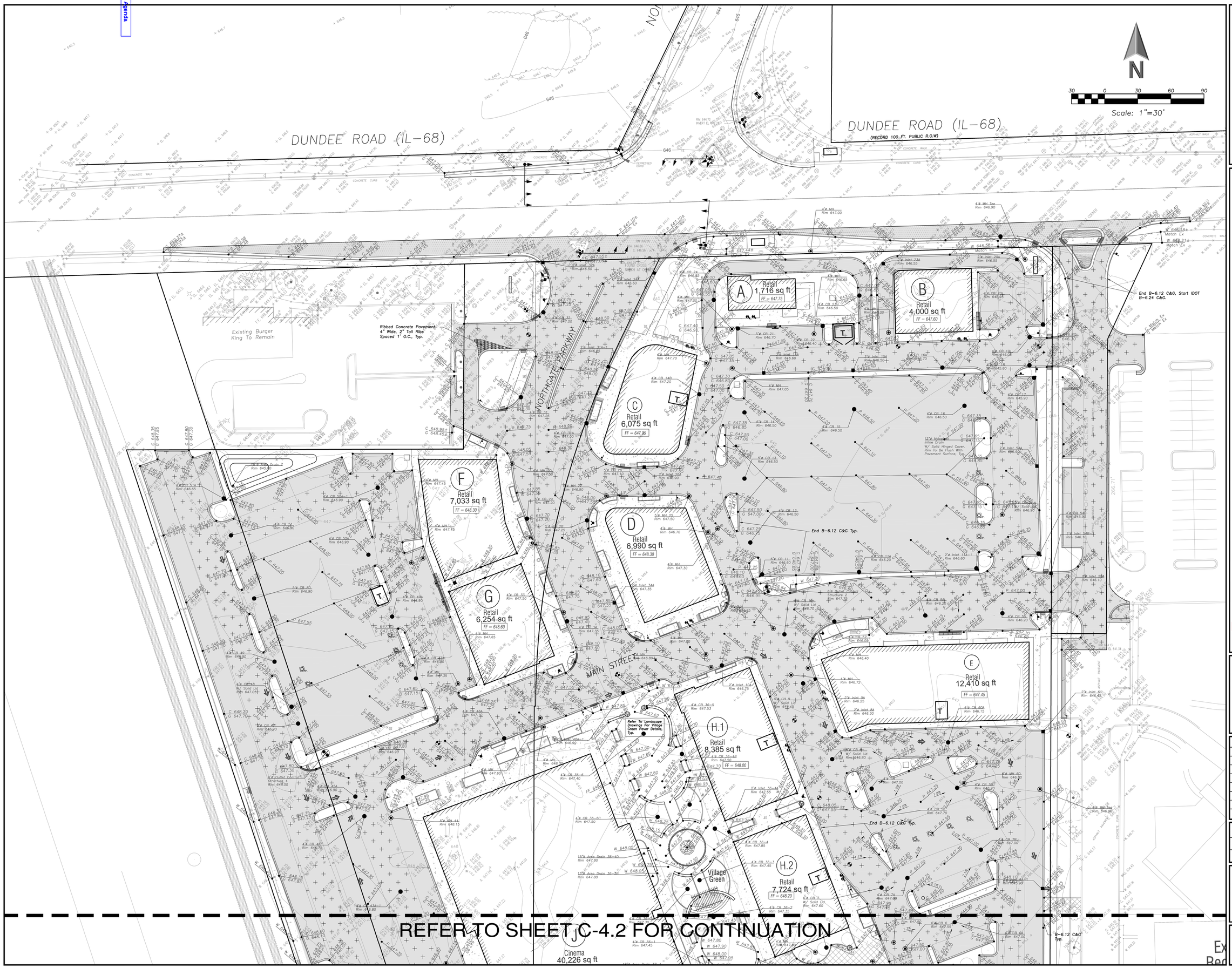
| Design By: | Date: |
|---|---|
| GD/JC | 03/08/16 |
| Checked By: | Project No. |
| GD | 0000.00 |

Sheet Title:
SITE UTILITY PLAN-WATER (SOUTH)

Sheet No:
C-3.6


EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:14am By: garegar

Attachment to Ordinance





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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

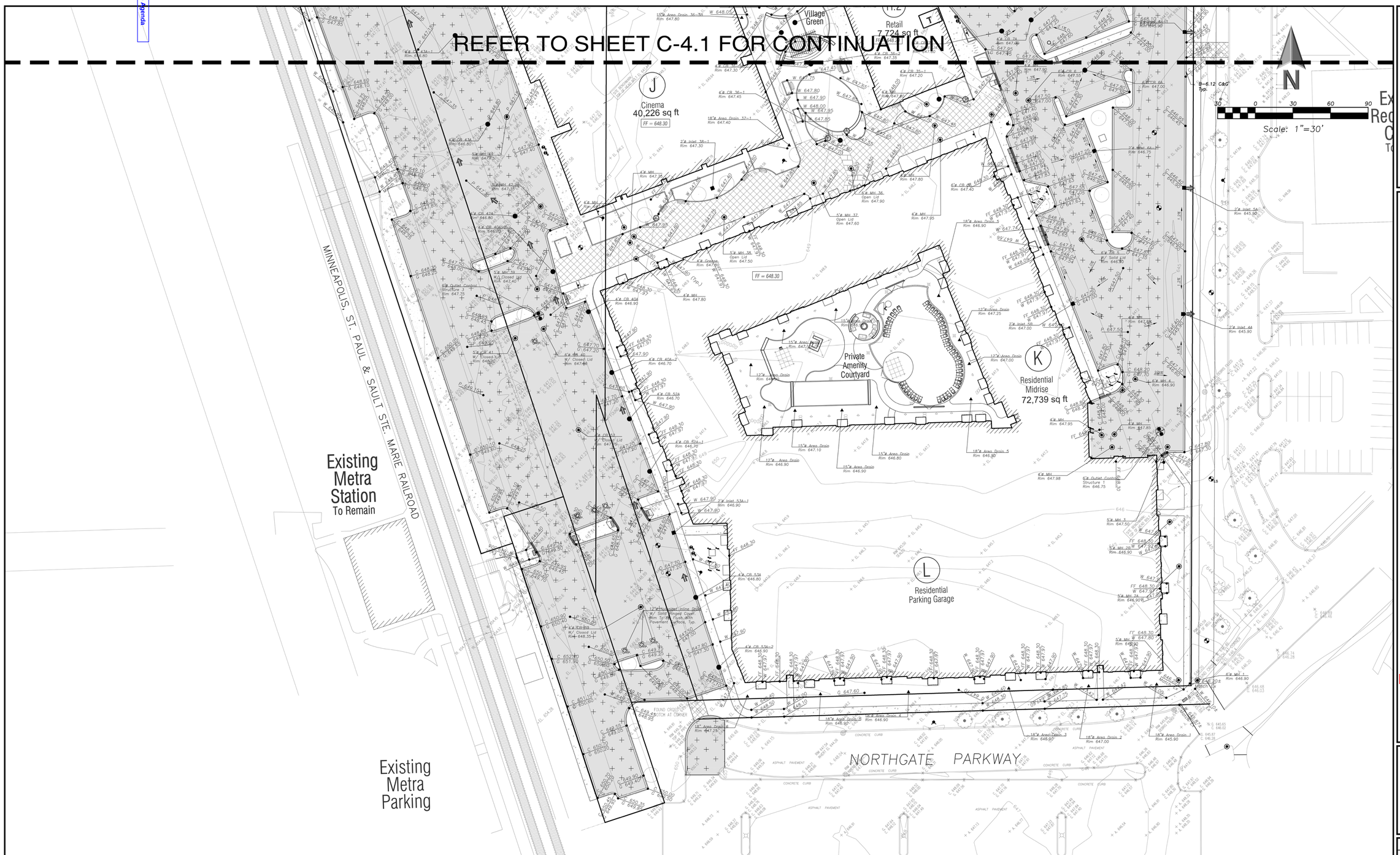
SITE GRADING & PAVING PLAN (NORTH)

Sheet No:

C-4.1


EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 1:22am By: gstreger

Item 6 on Agenda

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## BENCHMARK

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# WHEELING TOWN CENTER

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| Design By: | Date: |
|---|---|
| GD/JC | 03/08/16 |
| Checked By: | Project No. |
| GD | 0000.00 |

Sheet Title:

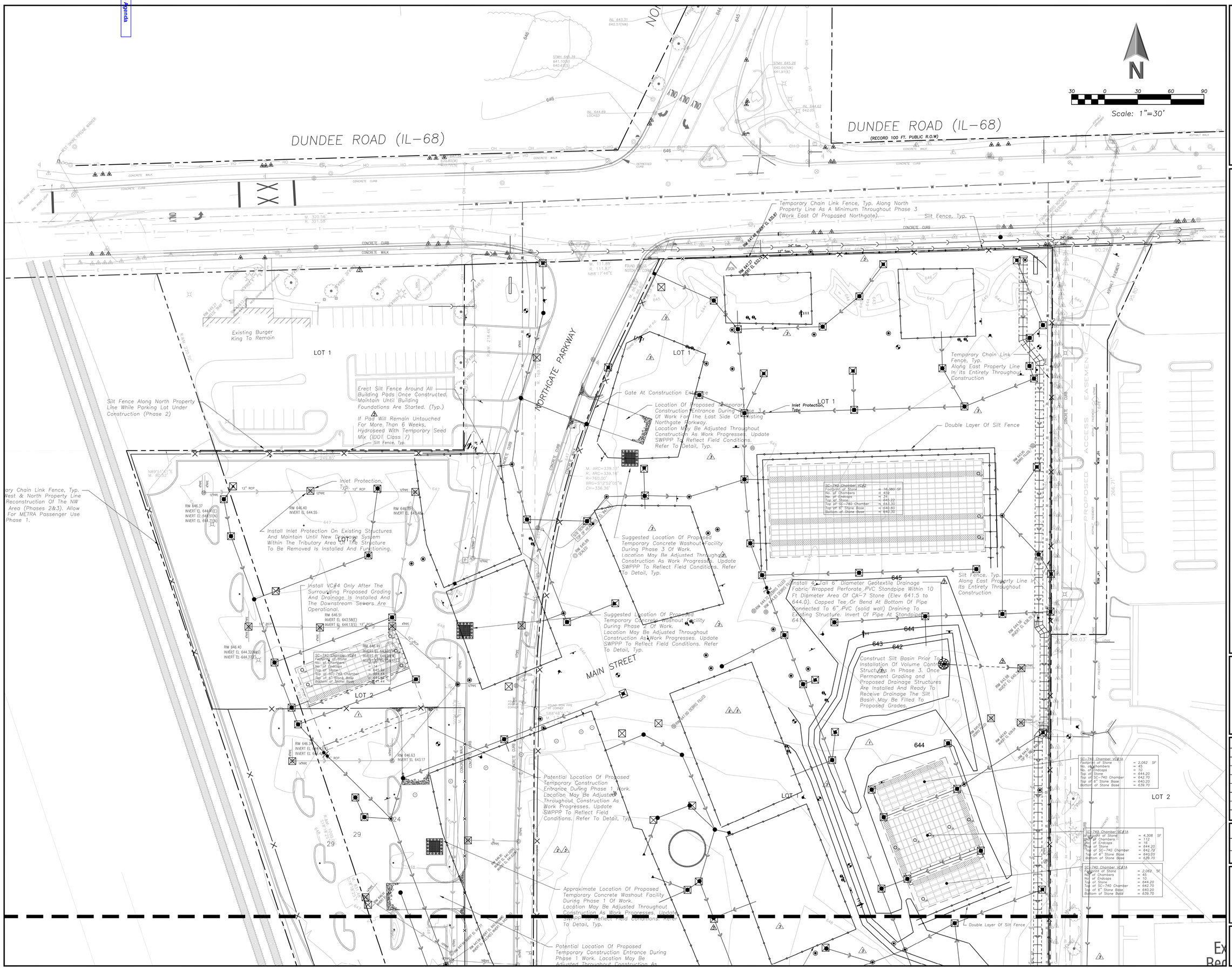
SITE GRADING & PAVING PLAN (SOUTH)

Sheet No:

C-4.2

EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:24am By: gdreger

Agenda item to





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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

## SOIL EROSION & SEDIMENT CONTROL PLAN (NORTH)

Sheet No:

## C5.1


EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:01pm By: gareger

Approximate Location Of Proposed Temporary Concrete Washout Facility During Phase 1 Of Work. Lacation May Be Adjusted Throughout Construction As Work Progresses. Update SWPPP To Reflect Field Conditions. Refer To Detail, Typ.

Potential Location Of Proposed Temporary Construction Entrance During Phase 1 Work. Lacation May Be Adjusted Throughout Construction As Work Progresses. Update SWPPP To Reflect Field Conditions. Refer To Detail, Typ.

Double Layer Of Silt Fence

Erect Silt Fence Around All Building Pads Once Constructed. Maintain Until Building Foundations Are Started. (Typ.)

If Pad Will Remain Untouched For More Than 6 Weeks, Hydroseed With Temporary Seed Mix (IDOT Class 7)

Note:

All Volume Control Isolator Rows Shall Be Cleaned Per StormTech Recommendations At The Completion Of Pavement Aggregate Placement And Prior To Binder Placement.

These Drawings Reflect Minimum Requirements for Protection of the StormTech Systems. Augment/Revise As Appropriate For Construction Phasing, Seasonal Variations, And Extent Of Surrounding Surface Restoration (Stone Placement/ Pavement Vs Exposed Soil)

Erect and Maintain Double Layer Of Silt Fence To Protect VC#3 From Drainage From The West. Install VC#3 Only After The Surrounding Grading Is Per Proposed Plan And Drainage Structures East Of The Volume Control Is Installed And Operational.

Temporary Chain Link Fence, Typ. Along Existing Northgate Parkway While Roadway Is In Use And Until Signalized Intersection Is Operational. Fence May Be Relocated/Partially Removed Once Northgate Is Demolished. Erect Fencing As Necessary To Maintain Separation From METRA Commuter Interaction.

Inlet Protection, Typ.

Inlet Protection, Typ.

Temporary Chain Link Fence, Typ. Along South Property Line In Its Entirety Throughout Construction

| SC-740 Chamber VC#3 | |
|---|---|
| Footprint of Stone | = 8,042 SF |
| No. of Chambers | = 229 |
| No. of Endcaps | = 18 |
| Top of Stone | = 644.50 |
| Top of SC-740 Chamber | = 643.83 |
| Top of 6" Stone Base | = 640.50 |
| Bottom of Stone Base | = 640.00 |

| Footprint of Stone | = 2,042 SF |
|---|---|
| No. of Chambers | = 45 |
| No. of Endcaps | = 10 |
| Top of Stone | = 644.20 |
| Top of SC-740 Chamber | = 642.70 |
| Top of 6" Stone Base | = 640.20 |
| Bottom of Stone Base | = 639.70 |

Scale: 1"=30'

Existing Metra Station To Remain

Existing Metra Parking

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD

NORTHGATE

NORTHGATE PARKWAY

EASEMENT FOR UNDERGROUND UTILITY FACILITIES PER DOCUMENT NO. 20702802

EASEMENT FOR UNDER GROUND UTILITY FACIL

INVERT EL 636.86(N)
INVERT EL 636.91(E)
INVERT EL 637.11(W)

24" RCP
36" CMP
36" RCP
12" RCP
10" RCP

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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

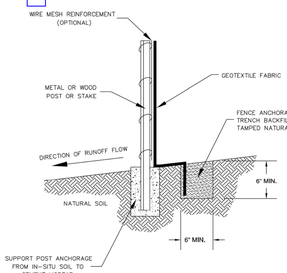
Sheet Title:

SOIL EROSION & SEDIMENT CONTROL PLAN (SOUTH)

Sheet No:

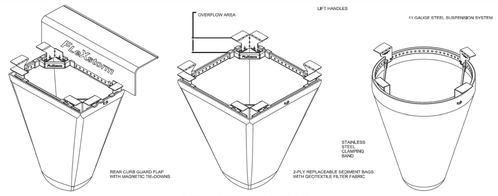
C5.2


EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:02pm By: gdreger



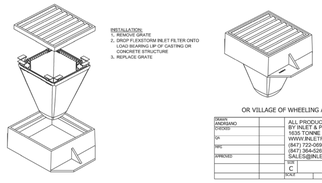

NOTE: DEPENDING UPON CONFIGURATION, ATTACH FABRIC TO WIRE MESH W/HOG RINGS, STEEL POSTS W/TIE WIRES, WOOD POSTS W/NAILS.

| | | | |
|---|---|---|---|
| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | SILT FENCE INSTALLATION STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS — REVISIONS: S.W. 05-01-00 AUTOCAD FILE; S.W. 11-07-01 AS PER COMMENTS; FILE LOCATION N:\ENGINEERING\STANDARDS\EROSION CONTROL — C.J.C. 01-28-08 AUTOCAD FILE |




TYPICAL CURB BOX INLET FILTER — TYPICAL FLAT/RECTANGULAR/ROLLED CURB INLET FILTER — TYPICAL ROUND INLET FILTER

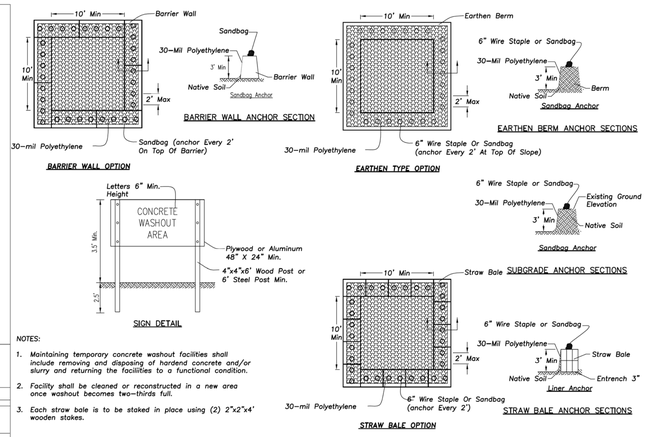
| IPP FLexstorm Inlet Filter Specifications | | | |
|---|---|---|---|
| Material Property | Test Method | Value (min ave) | |
| > Inner Filter Bag Specs (2 X' min roll) | | Non-Woven | Woven Mono |
| Grab Tensile | ASTM D 4632 | 100 lbs | 200 lbs |
| Puncture Strength | ASTM D 4833 | 65 lbs | 90 lbs |
| trapezoidal Tear | ASTM D 4533 | 45 lbs | 75 lbs |
| UV Resistance | ASTM D 4355 | 70% at 500 hrs | 90% |
| App Open Size (AOS) | ASTM D 4751 | 70 sieve (.212 mm) | 40 sieve (.425 mm) |
| Permittivity | ASTM D 4491 | 2.0 /sec | 2.5/sec |
| Water Flow Rate | ASTM D 4491 | 145 gpm/sq/ft | 145 gpm/sq/ft |
| > Polyester Outer Reinforcement Bag Specifications | | | |
| Weight | ASTM D 3776 | 4.55 oz/yyd +/- 15% | |
| Thickness | ASTM D 1777 | .040 +/- .005 | |
| > Frame Construction | | | |
| A36 Structural Steel; (11 Guage; Zinc Plated) | ASTM A 576 | Tensile Strength > 58,000 psi; Yield Strength > 36,000 psi | |




OR VILLAGE OF WHEELING APPROVED EQUAL

| | | |
|---|---|---|
| DRAWN | | ALL PRODUCTS MANUFACTURED BY INLET & PIPE PROTECTION, INC 1035 TONNE RD ELK GROVE, IL WWW.INLETFILTERS.COM (847) 722-0590 PH (847) 364-0262 FX SALES@INLETFILTERS.COM |
| CHECKED | | |
| DR. | | |
| APPROVED | | |
| | C | DWG NO. IPP_FLEXSTORM_SPECS |
| | SCALE | SHEET 1 OF 1 |

| | | | |
|---|---|---|---|
| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | INLET AND FILTER PROTECTION STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS — REVISIONS: C.J.C. 01-29-08 NEW FILE; FILE LOCATION N:\ENGINEERING\STANDARDS\EROSION CONTROL |




NOTES:

1. *Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the facilities to a functional condition.*
2. *Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.*
3. *Each straw bale is to be staked in place using (2) 2"x2"x4' wooden stakes.*

## CONCRETE WASHOUT FACILITY

## GENERAL NOTES

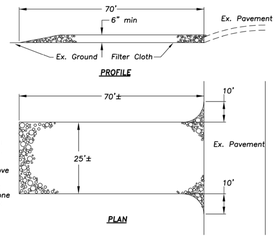
*STONE SIZE — Use IDOT gradation CA-1 aggregate stone.*

*MAINTENANCE — The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or clean-out of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public rights-of-way must be removed immediately.*

*FILTER CLOTH — Will be placed over the entire area prior to placing stone. Conform to Illinois Urban Manual Section 592, Type I, II, or IV.*

*WASHING — Wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.*

*Periodic inspection and needed maintenance shall be provided after each rain.*




## STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE


ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017


# WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

**Wheeling, Illinois**

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: _____

| No. | Date | Description |
|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |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| | |
|---|---|
| Design By: GD/JC | Date: 03/08/16 |
| Checked By: GD | Project No. 0000.00 |

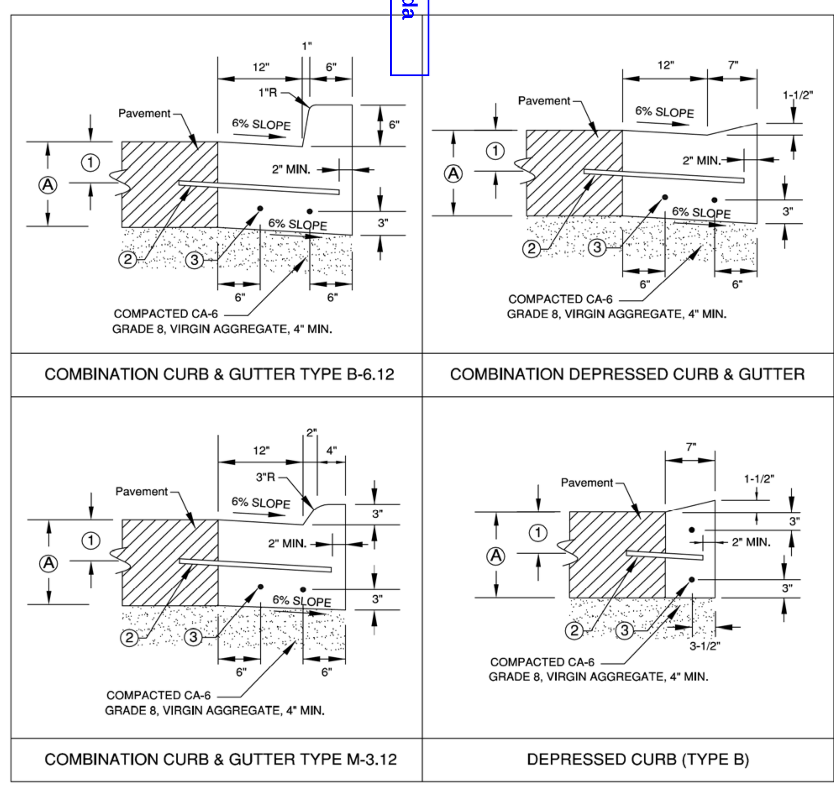
Sheet Title:

SITE WORK DETAILS

Sheet No:

C-6.1


EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:03pm By: gpfeger




Ⓐ PAVEMENT DEPTH OR 9" MIN.

① TO BE CENTERED OR SET AS REQUIRED IN FIELD.

② 1/2" DIA. STEEL TIE BAR AT 2'-6" CENTERED WHEN PAVEMENT IS CONCRETE. OMIT WHEN ADJACENT PAVEMENT IS FLEXIBLE.

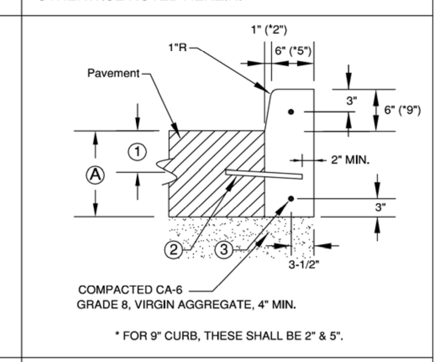
③ 5/8" DIA. STEEL REBAR CONTINUOUS (TYPICAL).

NOTES:

PROVIDE DEPRESSED CURBS AT DRIVEWAYS, CROSSWALKS, AND SIDEWALKS, ETC.

ALL CONCRETE SHALL HAVE 4,000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO I.D.O.T. STANDARD 606001-01 UNLESS OTHERWISE NOTED HEREIN.




BARRIER CURB (TYPE B)

| | | | | |
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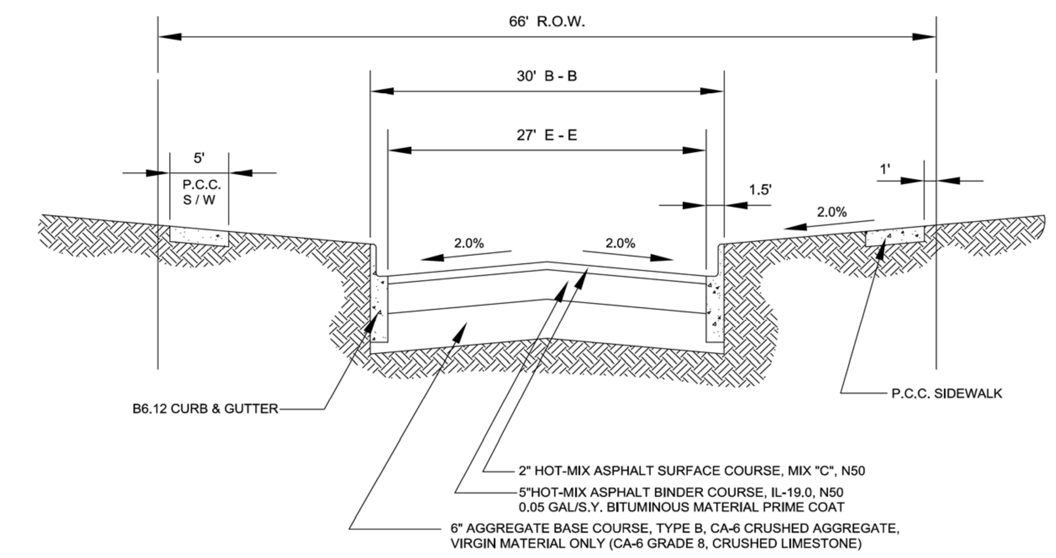


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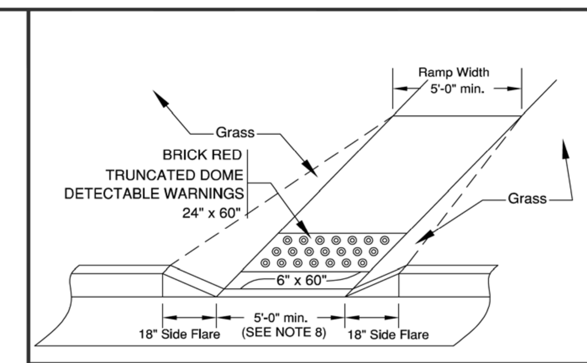
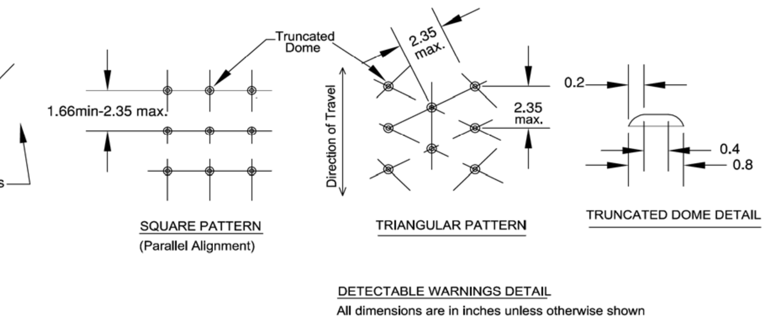
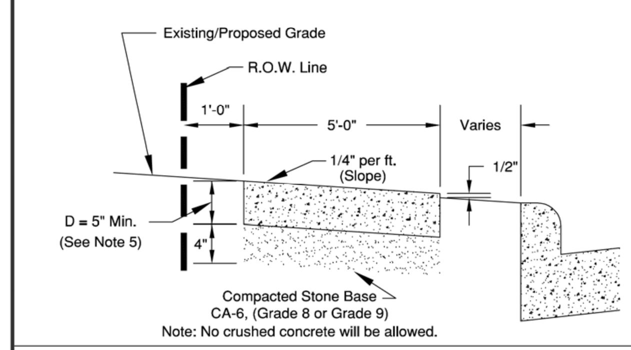



SIDEWALK RAMP




PUBLIC SIDEWALK

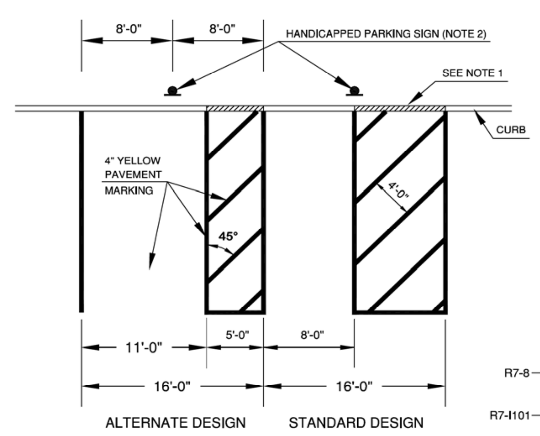
NOTE:

1. TO BE FORMED WITH 2" x 6" BOARDS OR BY 5" WIDE STEEL FORMS.
2. TOOLED JOINTS SHALL BE 1/2" AT 5' CENTERS.
3. EXPANSION JOINTS SHALL BE 3/4" THICK X 5 " WIDE BITUMINOUS IMPREGNATED FIBERBOARD AT 30' CENTERS, AT DRIVEWAYS AND OTHER CONCRETE JOINTS.
4. PROVIDE BROOM FINISH EXCEPT AT TRUNCATED DOME.
5. D = 6" AT RESIDENTIAL DRIVEWAY
   D = 8" AT COMMERCIAL/INDUSTRIAL DRIVEWAYS
6. SIDEWALK RAMPS AT DRIVEWAYS SHALL BE BUILT PER THE VILLAGE STANDARD.
7. THE CONCRETE SHALL BE A 6 BAG MIX AND SHALL NOT CONTAIN CHLORIDE OR FLY ASH. THE COMPRESSIVE STRENGTH SHALL MEET OR EXCEED I.D.O.T.'S REQUIREMENTS FOR "SI" CONCRETE (MINIMUM 3500 PSI @ 14 DAYS)
8. PROVIDE DEPRESSED CURBS AT ALL WALKS, 5' MINIMUM WIDTH ON DEPRESSION.
9. ALL SIDEWALKS, CURB/GUTTER AND PAVEMENT TO BE SAW-CUT AS REQUIRED.
10. MAXIMUM SLOPE OF RAMP NOT TO EXCEED 8%.
11. DRIVEWAY APRON REMOVAL & REPLACEMENT SHALL INCLUDE THE INSTALLATION OF A TRUNCATED DOME HANDICAPPED SIDEWALK RAMP ON BOTH SIDES OF THE APRON UNLESS OTHERWISE APPROVED BY THE VILLAGE ENGINEER.
12. TRUNCATED DOME CONSTRUCTION FOR DETECTABLE WARNINGS SHALL BE ARMOR-TILE TACTILE SYSTEMS FEDERAL #22144 OR ARMORCAST WET SET PANEL, BRICK RED AND SHALL MEET THE REQUIREMENTS OF ALL APPLICABLE I.D.O.T. STANDARDS. NO SURFACE MOUNT PANELS ALLOWED.

| | | | | |
|---|---|---|---|---|
| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | PUBLIC SIDEWALK STANDARDS | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION N:\ENGINEERING\STANDARDS\ ROADWAY | REVISIONS: S.W. 02-09-06 AS PER R.G.; K.R.G. 9-11-06 AS PER T.W.M.; C.J.C. 11-27-07 AUTOCAD FILE; C.J.C. 08-08-08 AS PER K.R.G. |

PARKING STALL NOTES

1. DEPRESSED CURB OR CURB RAMP REQUIRED WITH ACCESS TO A 5' WIDE PAVED SURFACE.
2. SIGN MOUNTED NO MORE THAN 5'-0" HORIZONTALLY FROM THE FRONT OF THE PARKING SPACE.

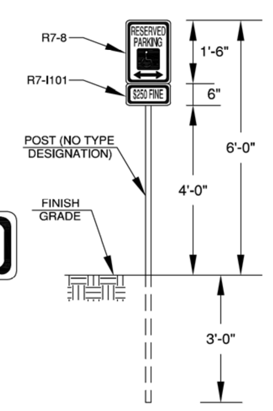


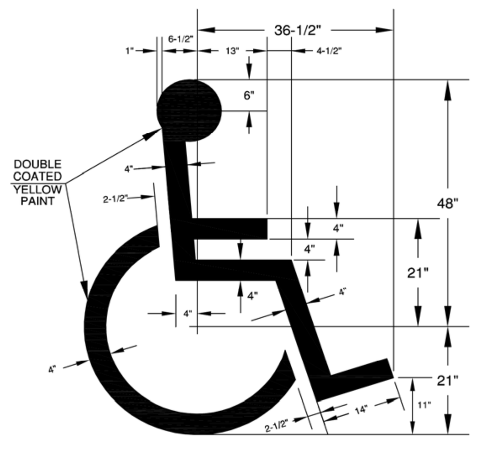

PARKING STALL

MUTCD R7-8
12" x 18"

MUTCD R7-I101
12" x 6"

HANDICAPPED PARKING SIGN

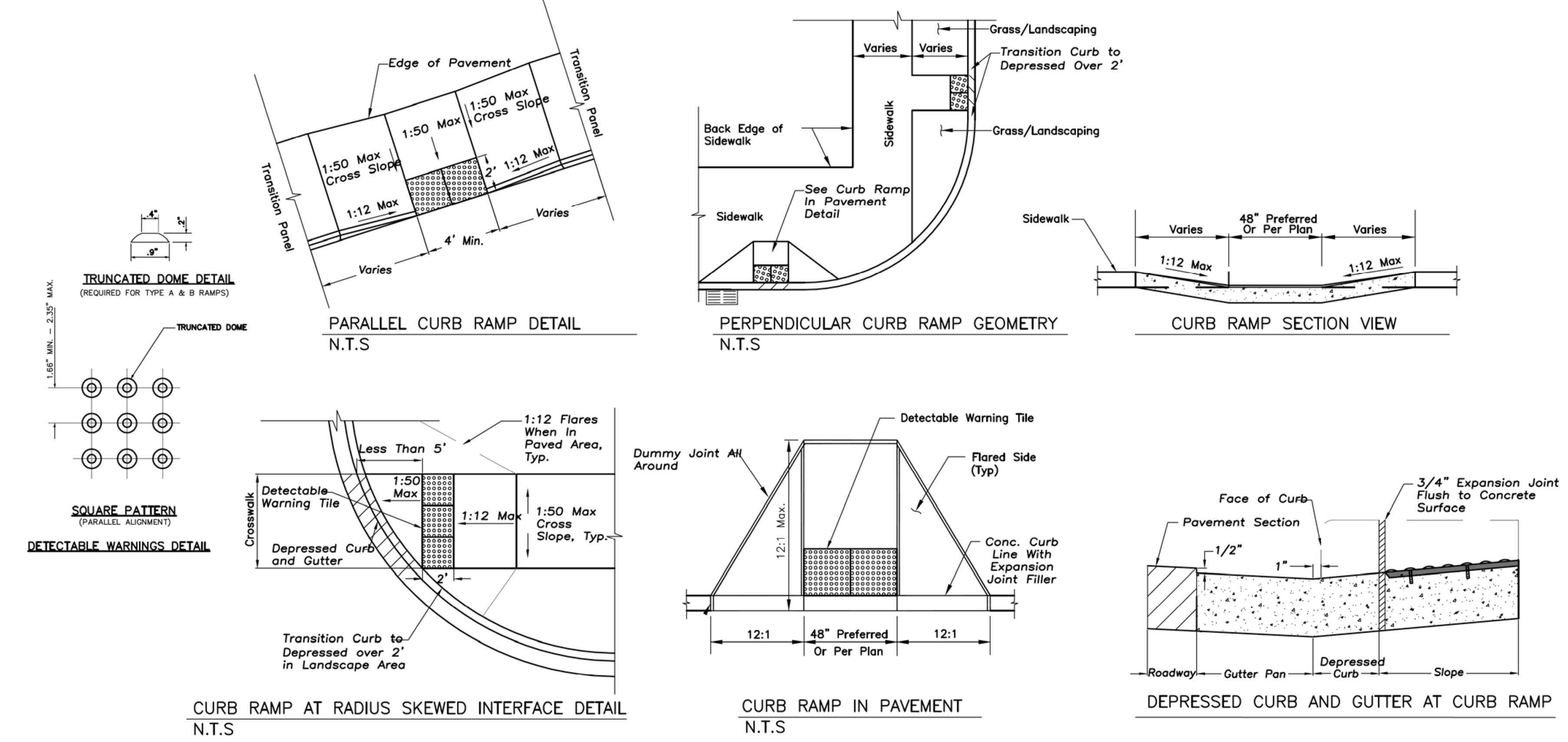



SYMBOL TO BE CENTERED ON WIDTH OF PARKING STALL

PAINTED SYMBOL

| | | | | |
|---|---|---|---|---|
| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | HANDICAPPED PARKING STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION N:\ENGINEERING\STANDARDS\ ROADWAY | REVISIONS: S.W. 3-10-00 AUTOCAD FILE; S.W. 5-23-06 AS PER COMMENTS; C.J.C. 11-27-07 AUTOCAD FILE |




GENERAL NOTES

Description:
This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG).
The detectable warnings shall consist of an area of truncated domes that provide both visual and tactile cues to pedestrians who are about to enter into traffic.

The detectable warnings shall present a contrast in color from the adjacent sidewalk.

Construction Requirements:
1. Ramps Shall Be Located As Shown On Plans In Alignment With Normal Sidewalk And/or Crosswalk And Shall Have Sufficient Curb Length At Corner Radius To Prevent Vehicular Encroachment.

2. Curb Ramps At Marked Crossings Shall Be Wholly Contained Within The Markings Excluding Flared Sides.

3. In No Case Shall Expansion Joints That Are Constructed In Curbs And Gutters At Or Near Corner Radiuses Be Located Within The Accessible Ramp Areas.

4. Where Preformed Joint Filler (p.j.f) Is Installed Against A Curved Surface, The Contractor Shall Use A Flexible Filler In Accordance With The Illinois Department Of Transportation (IDOT) Standard Specifications.

Equipment: Equipment for the detectable warning area of the curb ramps shall meet the requirements of the Authorities haveing Jurisdiction.

DETECTABLE WARNING SURFACE TILES
Provide Surface Applied Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2

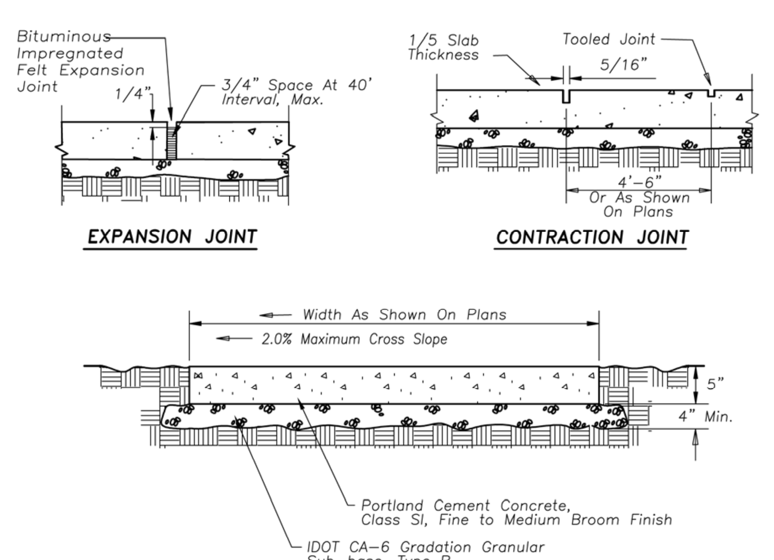
Dimensions: Cast In Place Detectable/Tactile Warning Surface Tiles shall be held within the following dimensions and tolerances:
Length and Width in One of the Following as Necessary for the Dimensions of the Surface In Which the Detectable Warning is Proposed: 12x12 24x24 24x36 24x48 24x60 36x48 36x60 nominal. No Cutting of Tiles is Allowed.

Installation of Detectable/Tactile Warning Surface Tiles Per Manufacturer's Instructions.

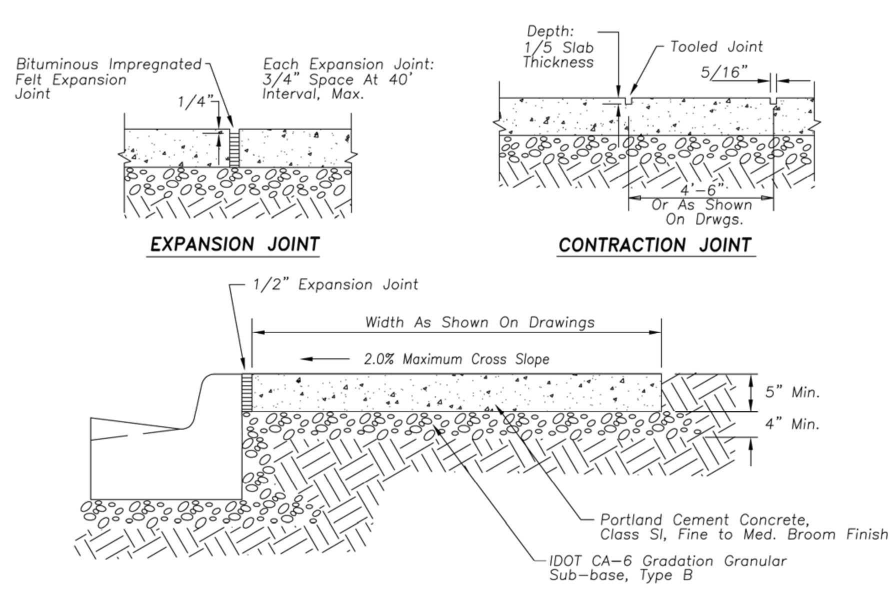
Verify With the Local Authorities Having Jurisdiction that Detectable/Tactile Warning Surface Tiles are an Acceptable Method of Providing for the Detectable Warning Surface.

Verify With the Local Authorities Having Jurisdiction that the Manufacturer's Products are Acceptable for the Detectable Warning Surface.

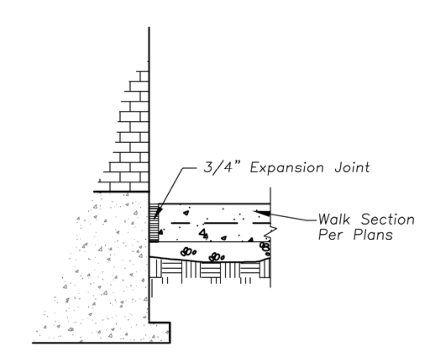
ACCESSIBLE RAMPS FOR SIDEWALKS




PORTLAND CEMENT CONC. SIDEWALK




PORTLAND CEMENT CONC. SIDEWALK




WALK ADJACENT TO BUILDING

EEA – P:\George\Wheeling Town Center\Drawing\WTC–Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:04pm By: gdreger

ERIKSSON ENGINEERING ASSOCIATES, LTD.

145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM

PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

# WHEELING TOWN CENTER
## Dundee Road and Northgate Parkway
**Wheeling, Illinois**

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: ________

| No. | Date | Description |
|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |

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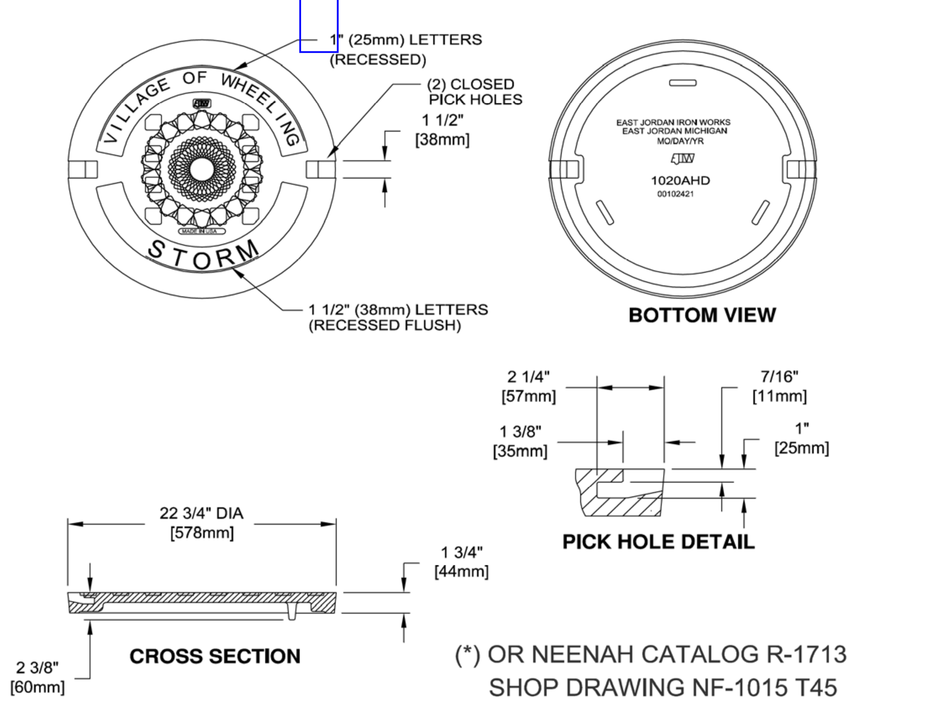
| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

SITE WORK DETAILS

Sheet No:

C-6.2




(*) OR NEENAH CATALOG R-1713
SHOP DRAWING NF-1015 T45

√ MACHINED SURFACE

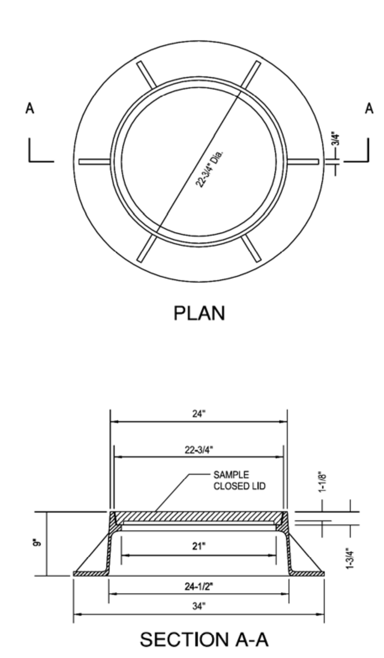
| | |
|---|---|
| (*) EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458 | |
| DRAWN SMH | DATE 11/11/02 |
| APPROVED | DATE |
| SPECIAL LETTERED COVER | |
| (*) PRODUCT NO. 00102421 | |
| (*) CATALOG NO. 1020A | |
| REF. PRODUCT DRAWING 102067 | |
| EST. WT. COVER WT: 115 LBS. (52 kg) | |
| OPEN AREA N/A | |
| MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35 | |
| LOAD RATING HEAVY DUTY | |

T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV

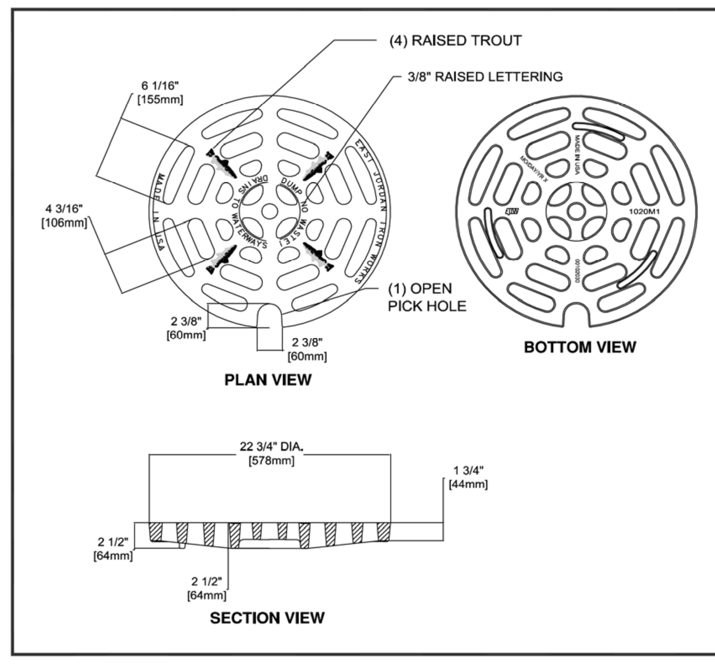
## FRAME AND CLOSE LID STORM MANHOLE STANDARD

VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS | FILE LOCATION N:\ENGINEERING\STANDARDS\STORM

| REVISIONS | |
|---|---|
| S.W. | 2-24-00 AUTOCAD FILE |
| S.W. | 9-19-01 PER COMMENTS |
| S.W. | 11-12-02 NPDES PHASE II |
| S.W. | 02-07-03 ADDING NEENAH |
| C.J.C. | 01-29-08 AUTOCAD FILE |




FURNISH HEAVY DUTY CASTING
AS REQUIRED BY THE VILLAGE ENGINEER




| | |
|---|---|
| (*) EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458 | |
| DRAWN TCL | DATE 09/26/02 |
| APPROVED | DATE |
| CATCH BASIN GRATE | |
| (*) PRODUCT NO. 00102030 DIPPED | |
| (*) CATALOG NO. 1020M1 | |
| REF. PRODUCT DRAWING 102031 | |
| EST. WT. GRATE: 124 LBS (56 kg) | |
| OPEN AREA 120 SQ. INCHES (774 SQ. cm) | |
| MAT'L SPEC. GRATE - GRAY IRON ASTM A45 CL 35B | |
| LOAD RATING EXTRA HEAVY DUTY | |

(*) or NEENAH CATALOG R-2015 SHOP DRAWING NF-2015 T17

OPEN LID

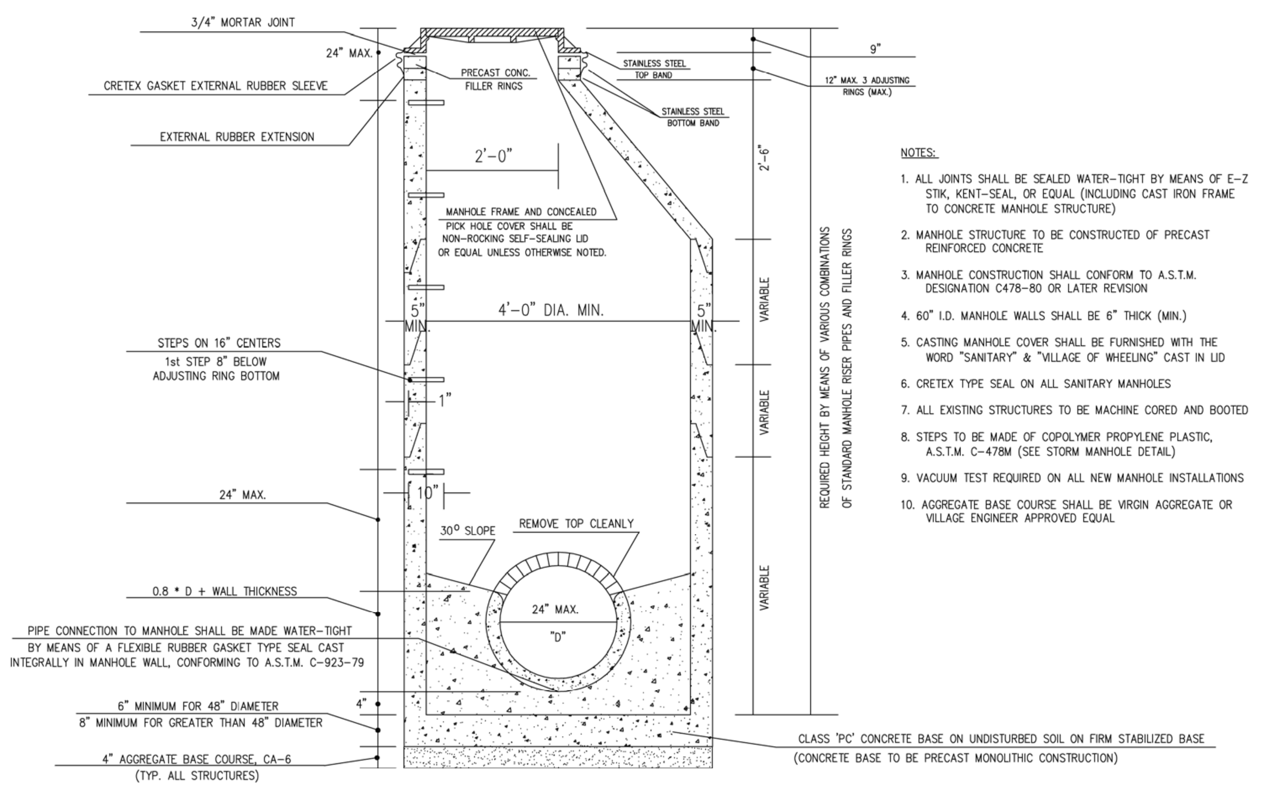
T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV

## FRAME AND OPEN LID STORM MANHOLE STANDARD

VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS | FILE LOCATION N:\ENGINEERING\STANDARDS\STORM

| REVISIONS | |
|---|---|
| S.W. | 2-24-00 AUTOCAD FILE |
| S.W. | 9-19-01 PER COMMENTS |
| S.W. | 11-12-02 NPDES PHASE II |
| S.W. | 02-07-03 ADDING NEENAH |
| K.R.G. | 9-11-06 AUTOCAD FILE |

## STORM MANHOLE IN PUBLIC RIGHT OF WAY




NOTES:

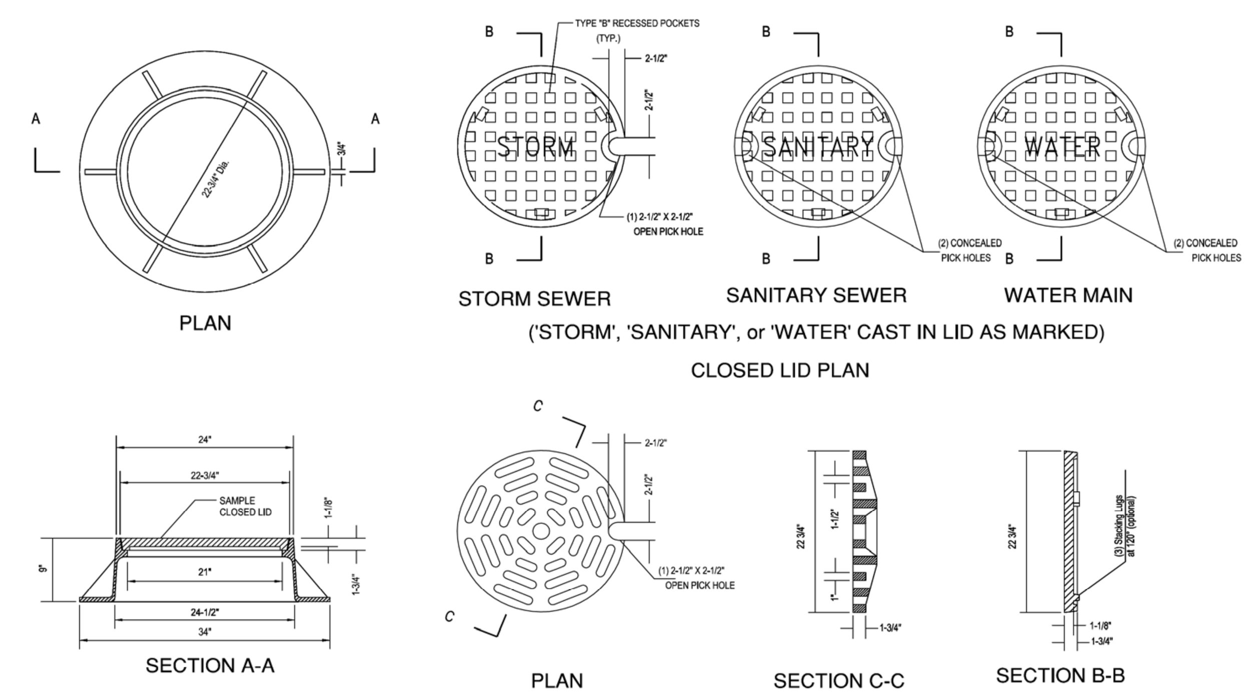
1. ALL JOINTS SHALL BE SEALED WATER-TIGHT BY MEANS OF E-Z STIK, KENT-SEAL, OR EQUAL (INCLUDING CAST IRON FRAME TO CONCRETE MANHOLE STRUCTURE)
2. MANHOLE STRUCTURE TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE
3. MANHOLE CONSTRUCTION SHALL CONFORM TO A.S.T.M. DESIGNATION C478-80 OR LATER REVISION
4. 60" I.D. MANHOLE WALLS SHALL BE 6" THICK (MIN.)
5. CASTING MANHOLE COVER SHALL BE FURNISHED WITH THE WORD "SANITARY" & "VILLAGE OF WHEELING" CAST IN LID
6. CRETEX TYPE SEAL ON ALL SANITARY MANHOLES
7. ALL EXISTING STRUCTURES TO BE MACHINE CORED AND BOOTED
8. STEPS TO BE MADE OF COPOLYMER PROPYLENE PLASTIC, A.S.T.M. C-478M (SEE STORM MANHOLE DETAIL)
9. VACUUM TEST REQUIRED ON ALL NEW MANHOLE INSTALLATIONS
10. AGGREGATE BASE COURSE SHALL BE VIRGIN AGGREGATE OR VILLAGE ENGINEER APPROVED EQUAL

T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV

## SANITARY MANHOLE STANDARD

VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS | FILE LOCATION N:\ENGINEERING\STANDARDS\SANITARY

| REVISIONS | |
|---|---|
| S.W. | 03-03-00 AUTOCAD FILE |
| S.W. | 02-27-03 AS PER COMMENTS |
| P.F. | 06-16-06 AS PER COMMENTS |
| C.J.C. | 11-27-07 AUTOCAD FILE |




('STORM', 'SANITARY', or 'WATER' CAST IN LID AS MARKED)

CLOSED LID PLAN

FURNISH HEAVY DUTY CASTING
AS REQUIRED BY THE VILLAGE ENGINEER

OPEN LID

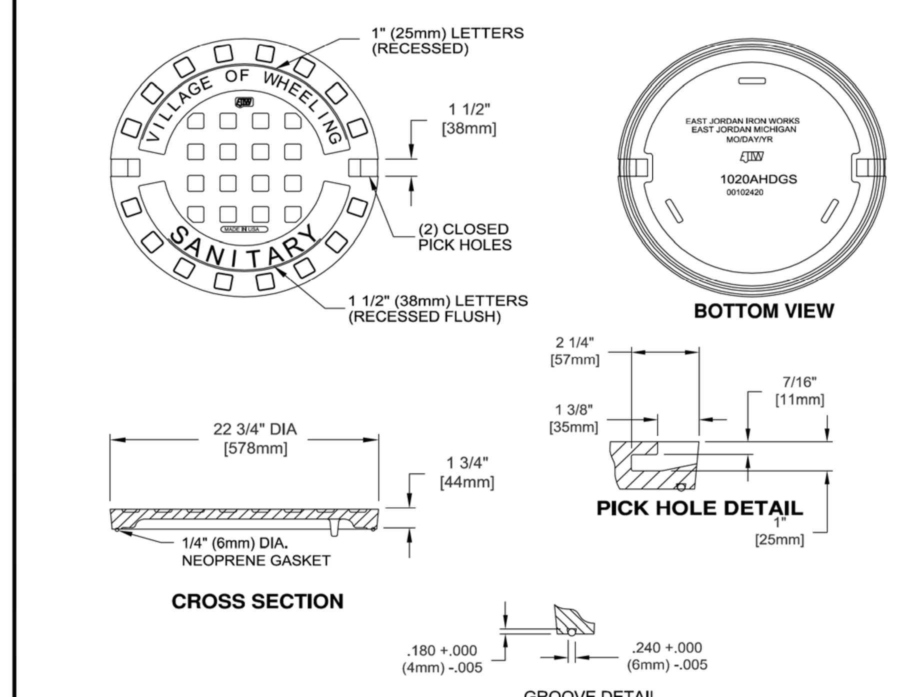
CLOSED LID

T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV

## FRAME AND LID STANDARD

VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS | FILE LOCATION N:\ENGINEERING\STANDARDS\GENERAL

| REVISIONS | |
|---|---|
| S.W. | 2-24-00 AUTOCAD FILE |
| S.W. | 9-19-01 PER COMMENTS |
| K.R.G. | 9-11-06 AUTOCAD FILE |




(*) OR NEENAH CATALOG R-1713 SHOP DRAWING NF-1015 T47

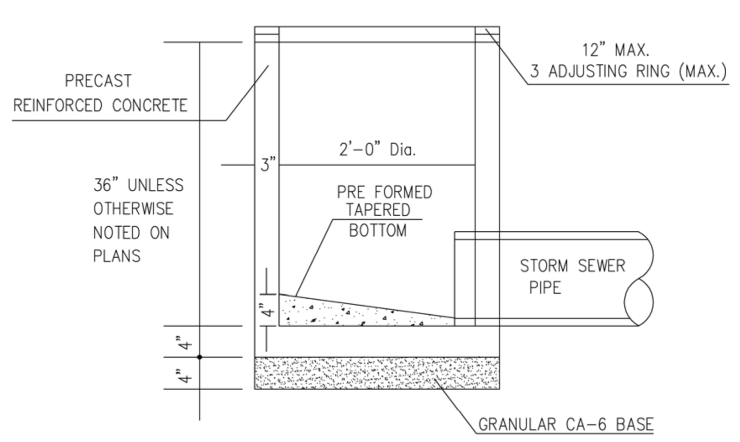
| | |
|---|---|
| (*) EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458 | |
| DRAWN SMH | DATE 11/11/02 |
| APPROVED | DATE |
| SPECIAL LETTERED COVER | |
| (*) PRODUCT NO. 00102420 | |
| CATALOG NO. (*) 1020AGS | |
| REF. PRODUCT DRAWING 00102108 | |
| EST. WT. COVER WT: 115 LBS. (52 kg) | |
| OPEN AREA N/A | |
| MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35 | |
| LOAD RATING HEAVY DUTY | |

T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV

## FRAME AND CLOSED LID SANITARY STANDARD

VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS | FILE LOCATION N:\ENGINEERING\STANDARDS\SANITARY

| REVISIONS | |
|---|---|
| S.W. | 2-24-00 AUTOCAD FILE |
| S.W. | 11-12-02 NPDES PHASE II |
| S.W. | 02-07-03 ADDING NEENAH |
| C.J.C. | 11-27-07 AUTOCAD FILE |



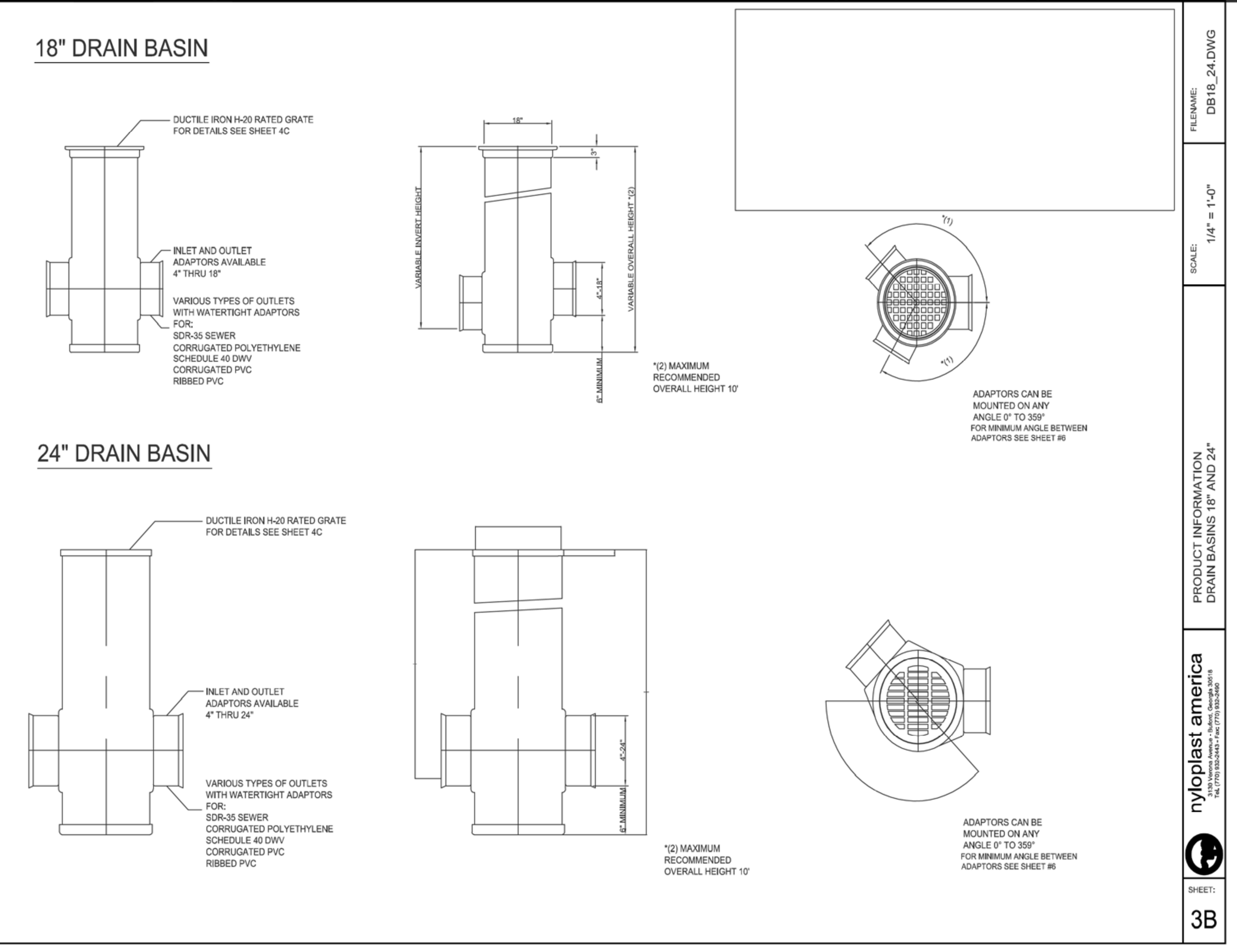

## INLET (TYPE A)

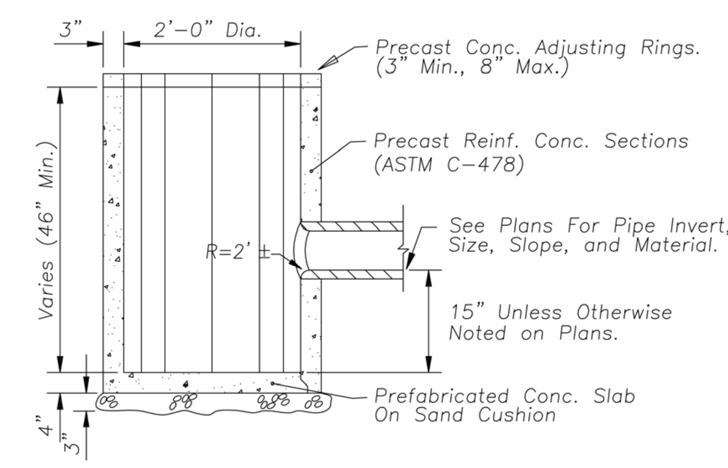
T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV

## INLET STANDARD

VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS | FILE LOCATION N:\ENGINEERING\STANDARDS\STORM

| REVISIONS | |
|---|---|
| S.W. | 5-17-00 AUTOCAD FILE |
| S.W. | 9-21-01 PER COMMENTS |
| C.J.C. | 01-29-08 AUTOCAD FILE |




## CATCH BASIN – 2' DIA.

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

# WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
**Wheeling, Illinois**

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: ____________

| No. | Date | Description |
|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |

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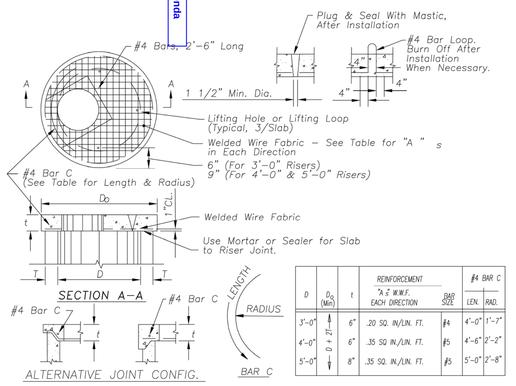
| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title: SITE WORK DETAILS

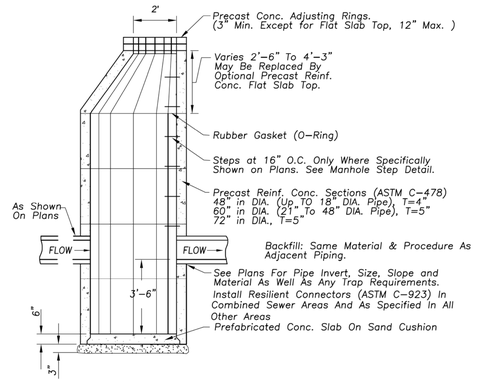
Sheet No: C-6.3

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:04pm By: gdreger




| D | $D_o$ (Min) | t | REINFORCEMENT "A" W.W.F. EACH DIRECTION | #4 BAR C BAR SIZE | #4 BAR C LEN. | #4 BAR C RAD. |
|---|---|---|---|---|---|---|
| 3'-0" | 1'-6" | 6" | .20 SQ. IN/LIN. FT. | #4 | 4'-0" | 1'-7" |
| 4'-0" | | 6" | .35 SQ IN./LIN. FT. | #5 | 4'-6" | 2'-2" |
| 5'-0" | | 8" | .35 SQ. IN./LIN. FT. | #5 | 5'-0" | 2'-8" |

## PRECAST REINF. CONC. FLAT SLAB TOP

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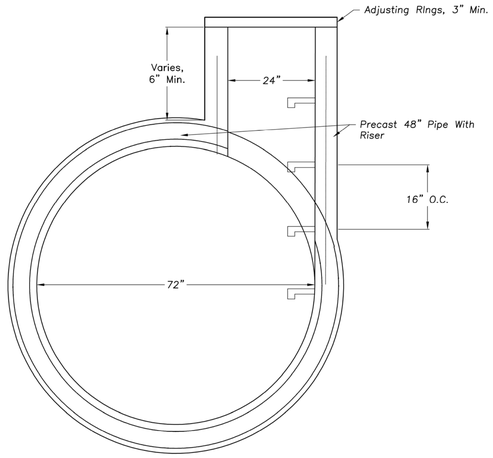
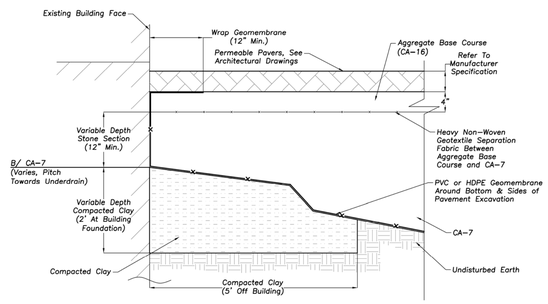
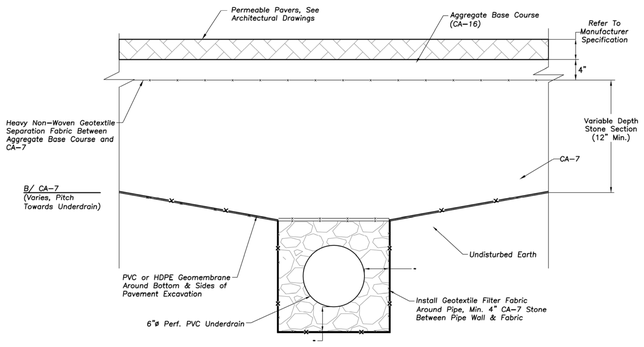



## MANHOLE TEE




## PERMEABLE PAVEMENT AT BUILDING FOUNDATIONS
N.T.S.




## PERMEABLE PAVEMENT AND UNDERDRAIN
N.T.S.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GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017


# WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
**Wheeling, Illinois**

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: _____

| No. | Date | Description |
|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |
| | | |
| | | |
| | | |


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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

SITE WORK DETAILS

Sheet No:

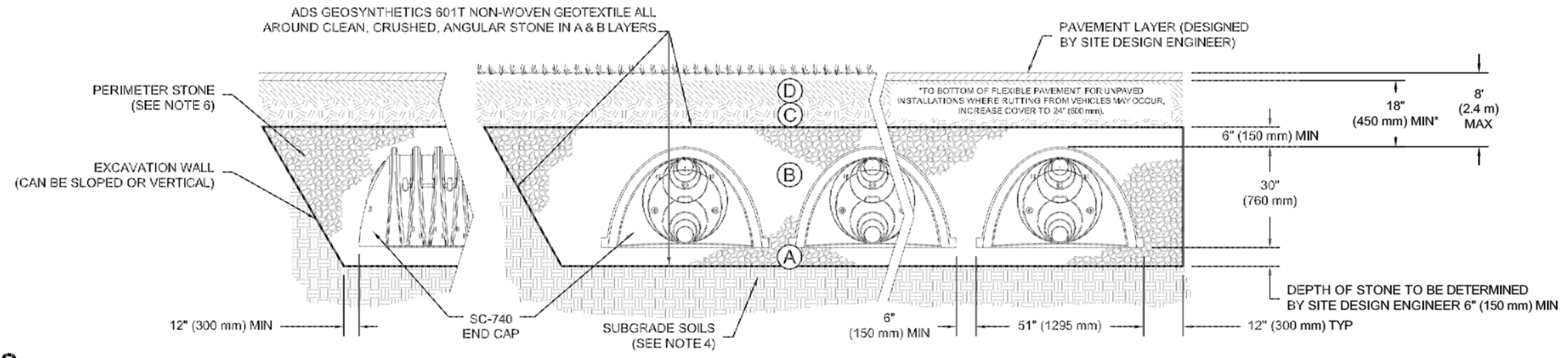
C-6.4


EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:07pm By: gpfeiger

## ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

| | MATERIAL LOCATION | DESCRIPTION | AASHTO MATERIAL CLASSIFICATIONS | COMPACTION / DENSITY REQUIREMENT |
|---|---|---|---|---|
| D | **FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER | ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS. | N/A | PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS. |
| C | **INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER. | GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER. | AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10 | BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN). |
| B | **EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE. | CLEAN, CRUSHED, ANGULAR STONE | AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57 | NO COMPACTION REQUIRED. |
| A | **FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER. | CLEAN, CRUSHED, ANGULAR STONE | AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57 | PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. [2,3] |

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.




### NOTES:

1. SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
6. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

SC-740 STANDARD CROSS SECTION
DATE: 11/18/14 DRAWN: JLM
PROJECT #: CHECKED: JLM

| REV | DRW | CHK | DESCRIPTION |
|---|---|---|---|
| 01/19/16 | JLM | JLM | UPDATE |

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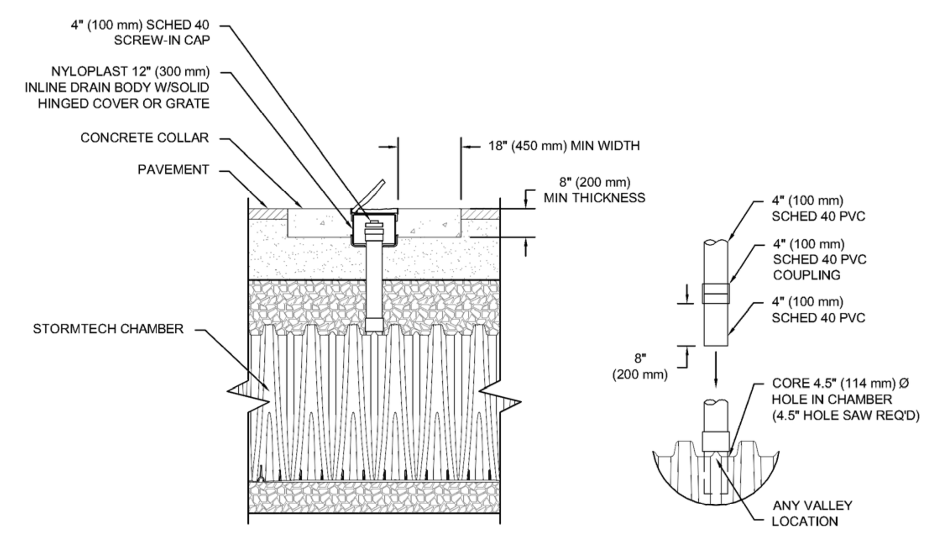
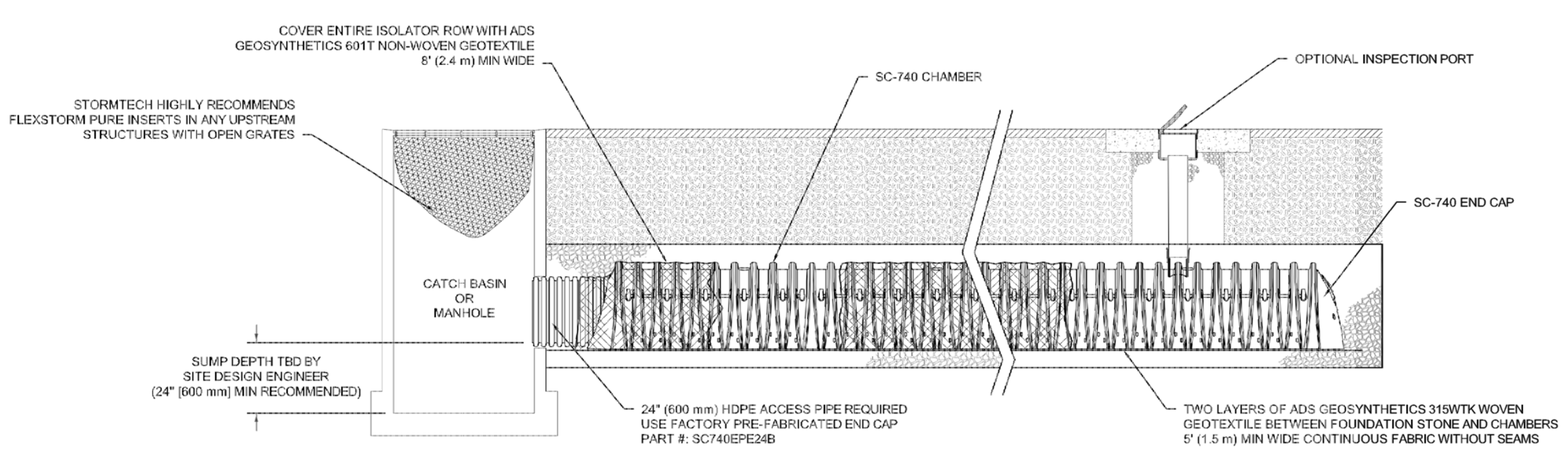
SHEET 1 OF 1




NOTES:
1. INSPECTION PORTS MAY BE CONNECTED THROUGH ANY CHAMBER CORRUGATION VALLEY
2. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.

CONNECTION DETAIL
NTS




SC-740 ISOLATOR ROW DETAIL
NTS

### INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

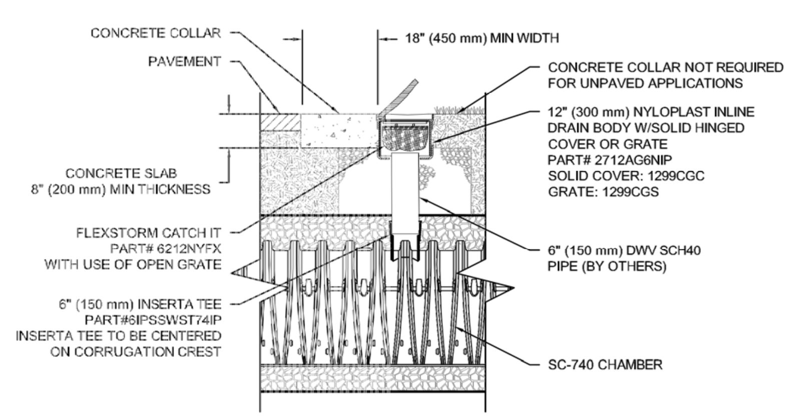
STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

### NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.




SC-740 6" INSPECTION PORT DETAIL
NTS

SC-740 ISOLATOR ROW DETAILS
DATE: 11/18/14 DRAWN: JLM
PROJECT #: CHECKED: JLM

| REV | DRW | CHK | DESCRIPTION |
|---|---|---|---|
| 01/19/16 | JLM | JLM | UPDATE INSPECTION PORT |

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SHEET 1 OF 1

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GRAYSLAKE, ILLINOIS 60030
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EXPIRES: 04/30/2017

# WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
**Wheeling, Illinois**

Reserved for Seal:

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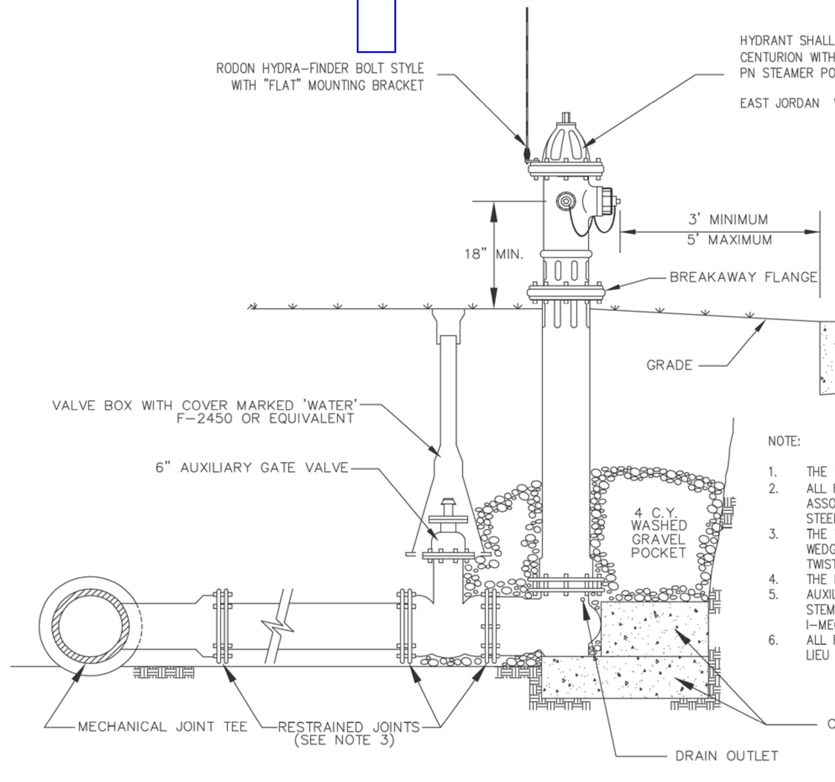
Project No. 0000.00

Sheet Title:
SITE WORK DETAILS

Sheet No:
C-6.5

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:08pm By: gdreger

Return to Agenda



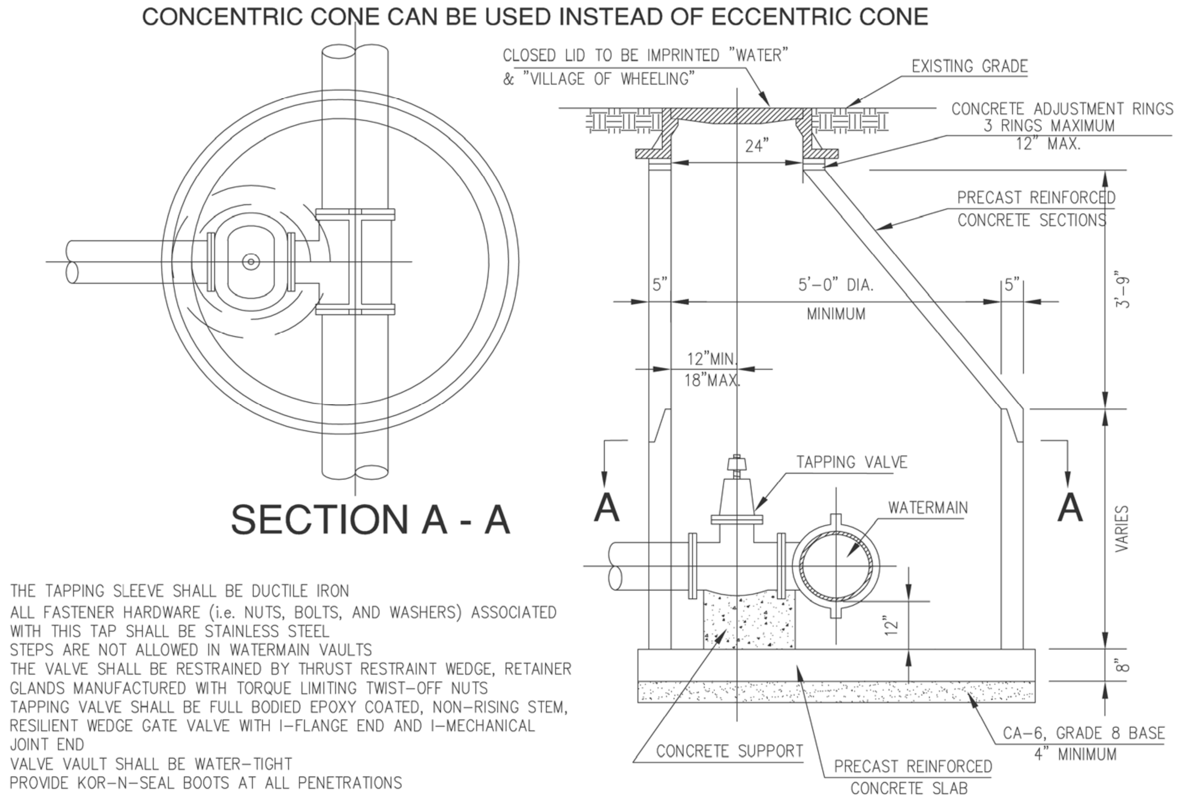

NOTE:

1. THE TEE AND VALVE SHALL BE MECHANICAL JOINT
2. ALL FASTENER HARDWARE (i.e., NUTS, BOLTS, RODS AND WASHERS) ASSOCIATED WITH THE FIRE HYDRANT INSTALLATION SHALL BE STAINLESS STEEL
3. THE VALVE AND TEE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS
4. THE PORT CAPS AND CHAINS SHALL BE PAINTED SILVER
5. AUXILIARY VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE WITH I-FLANGED END AND I-MECHANICAL JOINT END
6. ALL FIRE HYDRANT ASSEMBLIES MAY BE FURNISHED WITH AQUA-GRIP IN LIEU OF THE RESTRAINED JOINTS

N.T.S.

| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | FIRE HYDRANT INSTALLATION STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER | REVISIONS | |
|---|---|---|---|---|---|
| | | | | P.F. | 11-24-98 ADD NOTES |
| | | | | C.C. | 03-07-07 PER COMMENTS |
| | | | | S.W. | 08-15-08 EJIW WaterMaster. |
| | | | | K.R.G. | 07-05-11 HYDRA-FINDER |

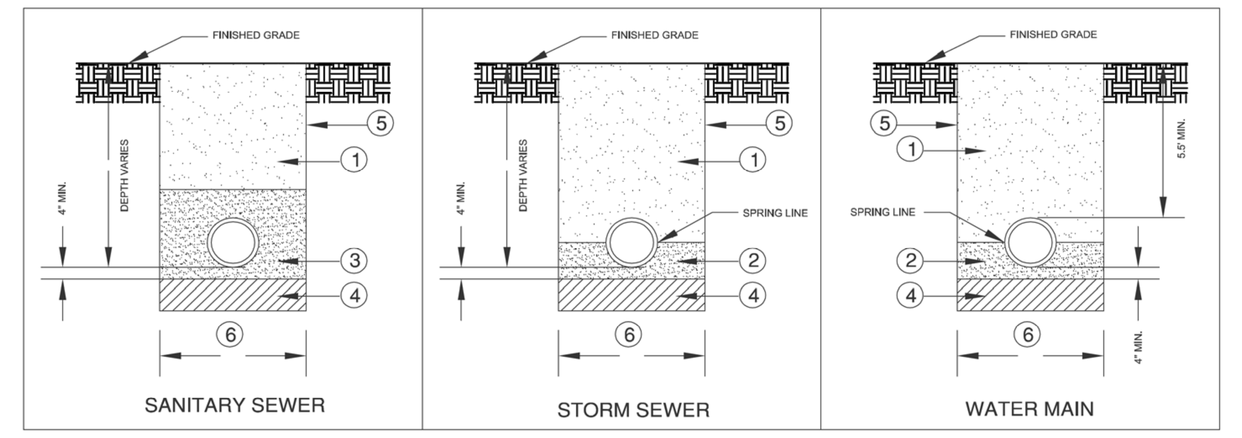
CONCENTRIC CONE CAN BE USED INSTEAD OF ECCENTRIC CONE




NOTE:

1. THE TAPPING SLEEVE SHALL BE DUCTILE IRON
2. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, AND WASHERS) ASSOCIATED WITH THIS TAP SHALL BE STAINLESS STEEL
3. STEPS ARE NOT ALLOWED IN WATERMAIN VAULTS
4. THE VALVE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS
5. TAPPING VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE WITH I-FLANGE END AND I-MECHANICAL JOINT END
6. VALVE VAULT SHALL BE WATER-TIGHT
7. PROVIDE KOR-N-SEAL BOOTS AT ALL PENETRATIONS

| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | VALVE & TAPPING VAULT STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER | REVISIONS | |
|---|---|---|---|---|---|
| | | | | S.W. | 4-12-00 AUTOCAD FILE |
| | | | | C.C. | 03-07-07 PER COMMENTS |
| | | | | S.W. | 08-15-08 CONCENTRIC CONE |




NOTES:

(1) BACKFILL & COMPACT GRANULAR TRENCH BACKFILL (CA-6, GRADE 8 OR APPROVED EQUAL) UNDER STREET PAVEMENT, DRIVEWAYS, AND SIDEWALK EXCAVATED MATERIAL MAY BE USED IN NON-PAVED AREAS

(2) CA-11 OR CA-13 STONE OR OTHER APPROVED SELECT BACKFILL. TAMPED INTO PLACE TO SPRING LINE OF PIPE.

(3) CA-11 OR CA-13 STONE OR OTHER APPROVED SELECT BACKFILL. TAMPED TO 12" MINIMUM ABOVE TOP OF PIPE.

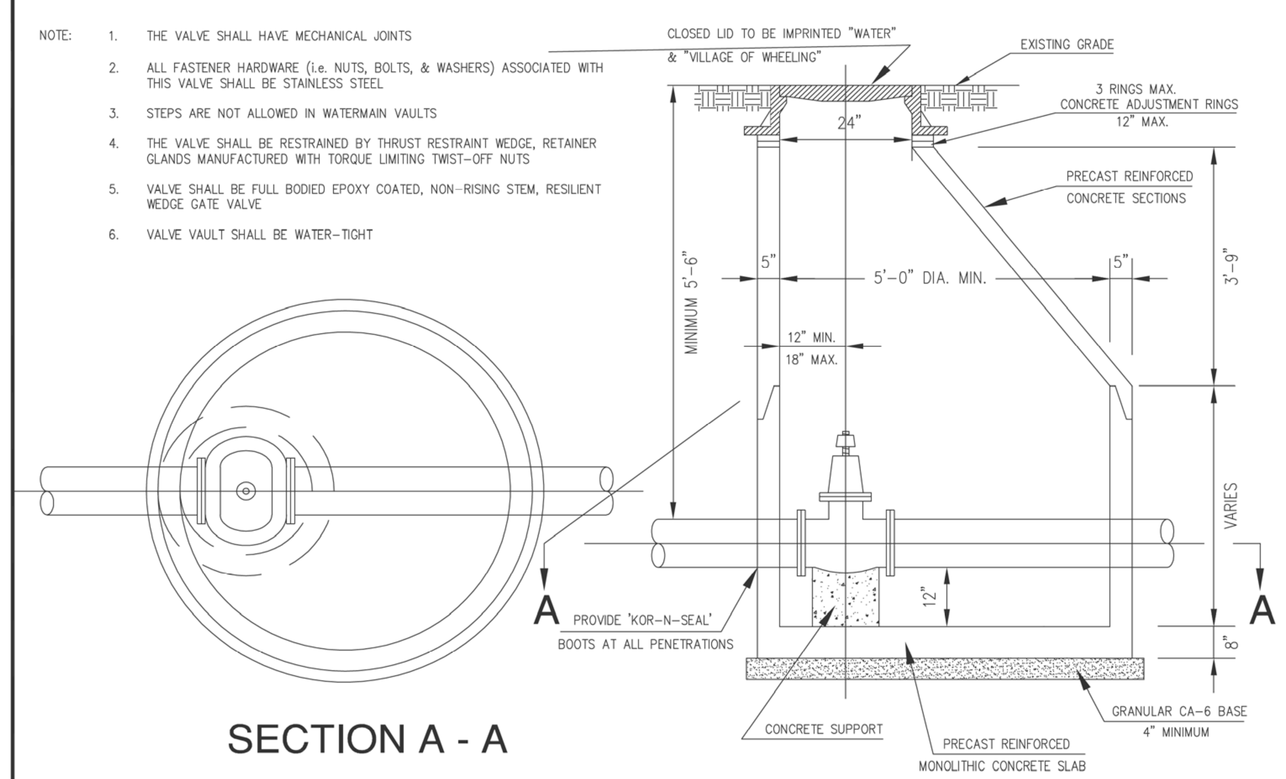
(4) IF ENCOUNTERED, REMOVE UNSUITABLE MATERIALS AND REPLACE WITH 4" STONE AS DIRECTED BY THE TESTING AGENCY OR THE VILLAGE ENGINEER

(5) TRENCH SIDES TO BE SLOPED OR SHEETED/SHORED IN ACCORDANCE WITH OSHA REQUIREMENTS.

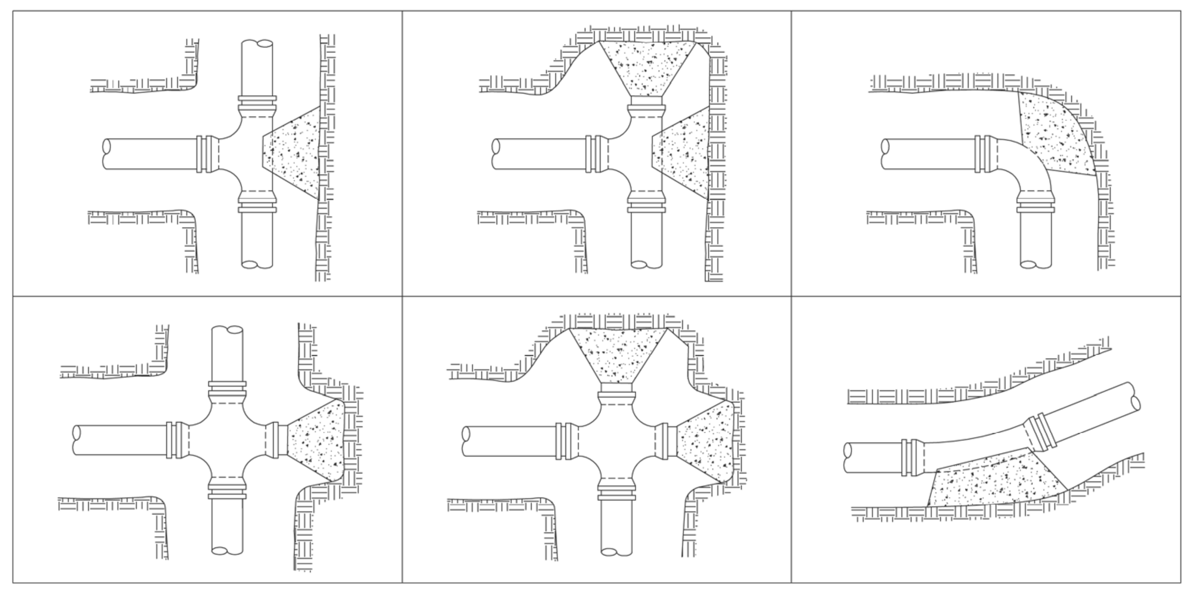
(6) MAXIMUM TRENCH WIDTH = 18" (1'-6") + O.D. WHEN TRENCH < 5 FEET
= 36" (3'-0") + O.D. WHEN TRENCH > 5 FEET

| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | TRENCH BACKFILL STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ GENERAL | REVISIONS | |
|---|---|---|---|---|---|
| | | | | S.W. | 6-1-00 AUTOCAD FILE |
| | | | | S.W. | 9-18-01 PER COMMENTS |
| | | | | S.W. | 11-19-04 NO POLY WRAP |
| | | | | C.J.C. | 01-20-08 AUTOCAD FILE |

NOTE:
1. THE VALVE SHALL HAVE MECHANICAL JOINTS
2. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, & WASHERS) ASSOCIATED WITH THIS VALVE SHALL BE STAINLESS STEEL
3. STEPS ARE NOT ALLOWED IN WATERMAIN VAULTS
4. THE VALVE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS
5. VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE
6. VALVE VAULT SHALL BE WATER-TIGHT

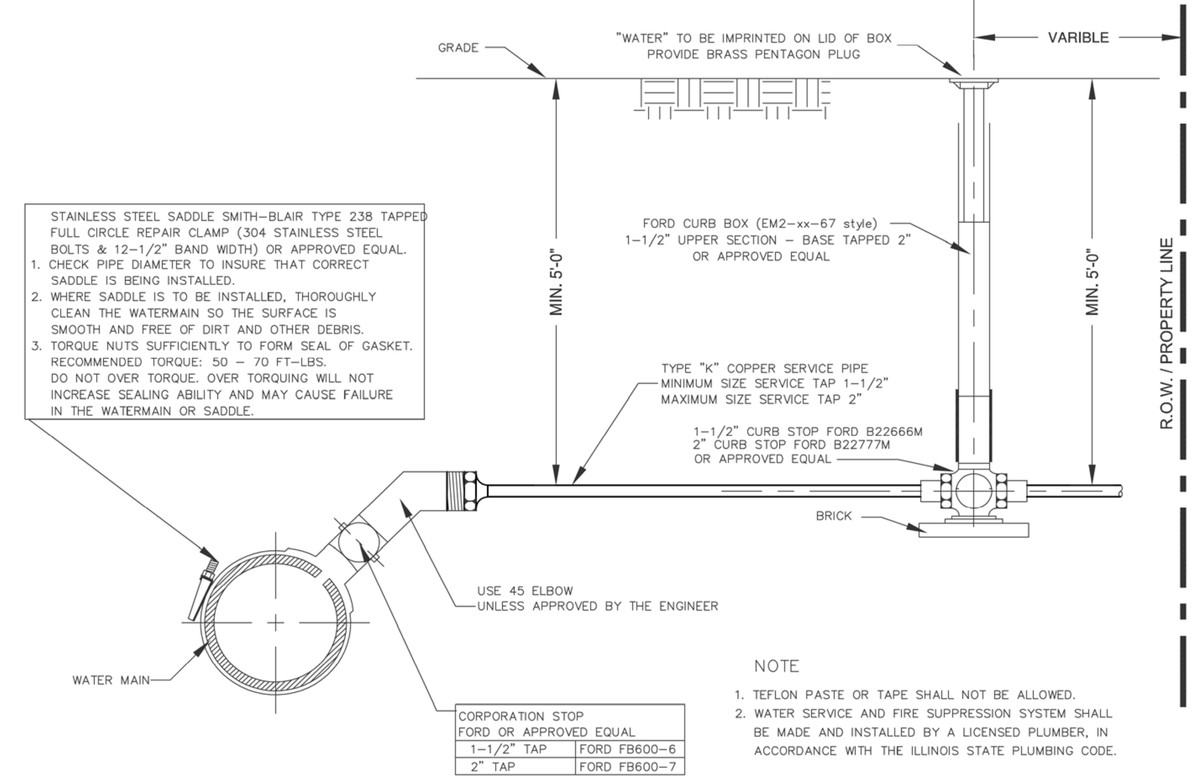



| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | 5' DIA. VAVLE VAULT STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER | REVISIONS | |
|---|---|---|---|---|---|
| | | | | S.W. | 6-9-00 AUTOCAD FILE |
| | | | | S.W. | 11-07-01 PER COMMENTS |
| | | | | C.C. | 03-07-07 PER COMMENTS |
| | | | | K.R.G. | 07-18-07 PER COMMENTS |



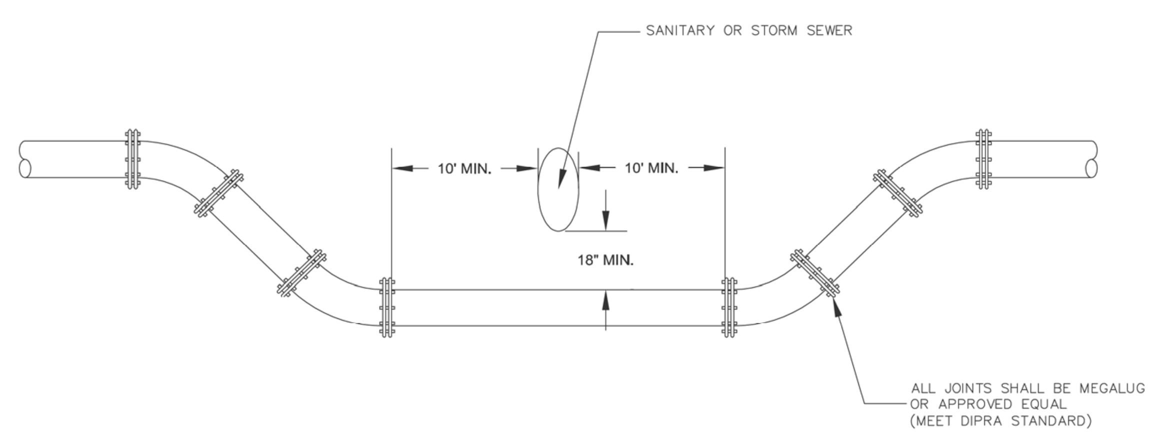
NOTE
1. ALL BLOCKING SHALL BE CONSTRUCTED WITH POURED CLASS SI CONCRETE AGAINST UNDISTURBED VERTICAL EARTH FACE WITH A MINIMUM WIDTH OF 12 INCHES.
2. RESTRAINED JOINTS AND THRUST BLOCKS TO BE USED AT ALL BENDS, AT TEES AND AT CROSSES AS SHOWN ABOVE, OR AS REQUIRED PER THE VILLAGE ENGINEER.
3. THE FITTINGS SHALL BE MECHANICAL JOINT.
4. OTHER METHODS MAY BE USED AS AN ALTERNATIVE WHEN APPROVED BY THE VILLAGE ENGINEER.
5. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, AND WASHERS) ASSOCIATED WITH FITTINGS SHALL BE STAINLESS STEEL.
6. ALL FITTINGS SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS.

| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | THRUST BLOCK STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER | REVISIONS | |
|---|---|---|---|---|---|
| | | | | S.W. | 4-27-00 AUTOCAD FILE |
| | | | | K.R.G. | 9-11-06 AUTOCAD FILE |
| | | | | T.W.M. | 3-18-14 CONCRETE CLASS |

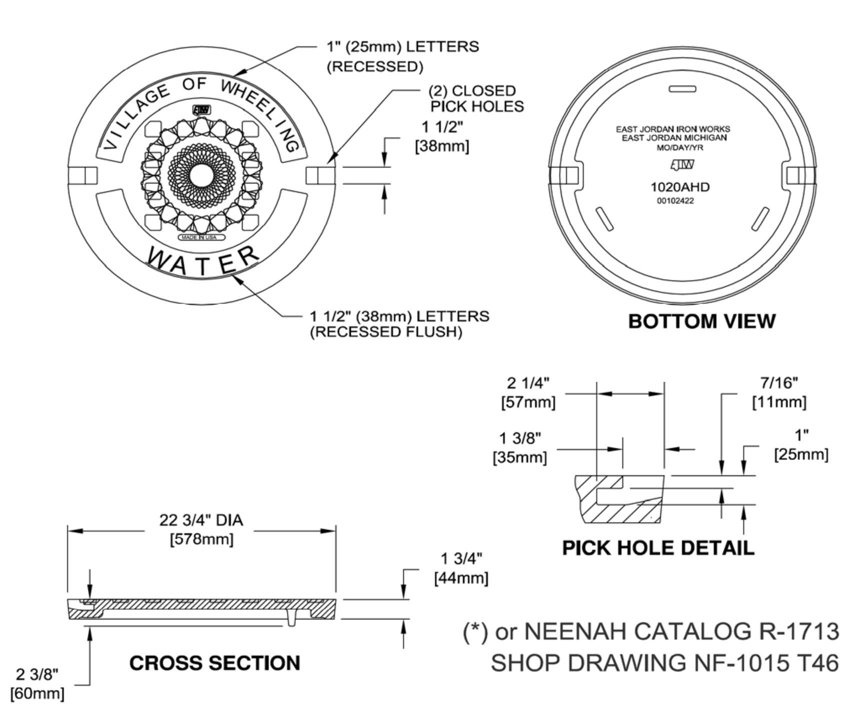



NOTE
1. TEFLON PASTE OR TAPE SHALL NOT BE ALLOWED.
2. WATER SERVICE AND FIRE SUPPRESSION SYSTEM SHALL BE MADE AND INSTALLED BY A LICENSED PLUMBER, IN ACCORDANCE WITH THE ILLINOIS STATE PLUMBING CODE.

| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | TYPICAL SERVICE TAP STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER | REVISIONS | |
|---|---|---|---|---|---|
| | | | | S.W. | 5-12-06 PER COMMENTS |
| | | | | K.R.G. | 9-11-06 AUTOCAD FILE |
| | | | | S.W. | 8-15-08 ADDED 45 ELBOW |




| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | WATER MAIN DEPRESSION STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER | REVISIONS | |
|---|---|---|---|---|---|
| | | | | S.W. | 5-30-00 AUTO-CAD FILE |
| | | | | S.W. | 5-11-06 PER COMMENTS |
| | | | | C.J.C. | 01-20-08 AUTOCAD FILE |

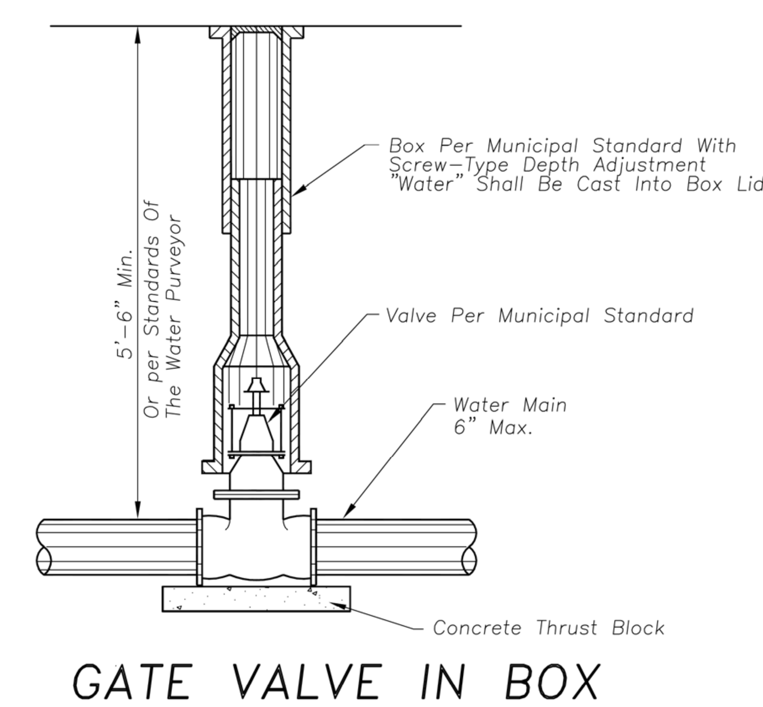



(*) or NEENAH CATALOG R-1713
SHOP DRAWING NF-1015 T46

√ MACHINED SURFACE

| (*) EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458 | |
|---|---|
| DRAWN SMH | DATE 11/11/02 |
| APPROVED | DATE |
| SPECIAL LETTERED COVER | |
| PRODUCT NO. (*) 00102422 | |
| CATALOG NO. (*) 1020A | |
| REF. PRODUCT DRAWING 00102067 | |
| EST. WT. COVER WT: 115 LBS (52kg) | |
| OPEN AREA N/A | |
| MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35 | |
| LOAD RATING HEAVY DUTY | |

| T:\Engineering\Standards\WHEEL.bmp | VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV | FRAME AND CLOSED LID WATER MANHOLE STANDARD | VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER | REVISIONS | |
|---|---|---|---|---|---|
| | | | | S.W. | 2-24-00 AUTOCAD FILE |
| | | | | S.W. | 9-19-01 PER COMMENTS |
| | | | | S.W. | 11-12-02 NPDES PHASE II |
| | | | | S.W. | 02-07-03 ADDING NEENAH |
| | | | | C.J.C. | 01-29-08 AUTOCAD FILE |




GATE VALVE IN BOX

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FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

# WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
**Wheeling, Illinois**

Reserved for Seal:

Exhibit received September 1, 2016

Expiration Date: ____________

| No. | Date | Description |
|---|---|---|
| | 05/20/16 | Issued For Preliminary Pricing |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |

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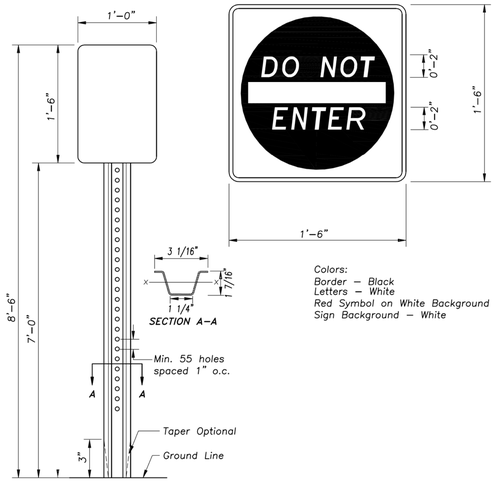
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title: SITE WORK DETAILS

Sheet No: C-6.6

EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:08pm By: gdreger

Exhibit received September 1, 2016







Colors:
Border – Black
Letters – White
Red Symbol on White Background
Sign Background – White

Notes:
Dimensions shown for cross sections are minimum.

All holes are 3/8" ø.

Minimum section modulus about the x–x axis of the post shall be 0.223 $in.^3$ For posts in which holes are punched or drilled for more than half their length, the section modulus shall be computed for the net section

Post shall weigh 2.00 lb/ft length.

## DO NOT ENTER SIGN

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# WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
**Wheeling, Illinois**

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| | 09/01/16 | Final PUD Submittal |
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|---|---|
| GD/JC | 03/08/16 |
| Checked By: | Project No. |
| GD | 0000.00 |

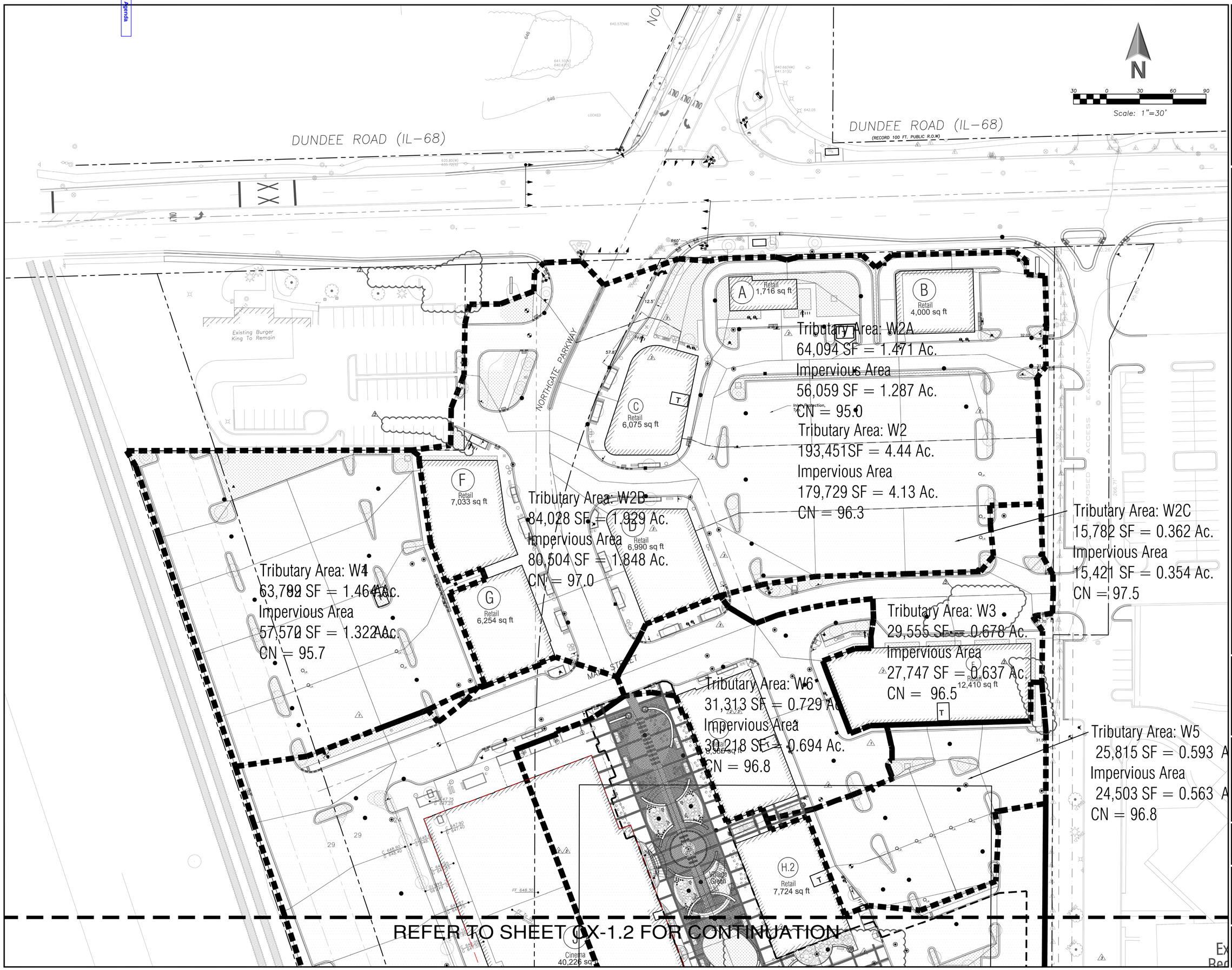
Sheet Title:

SITE WORK DETAILS

Sheet No:

C-6.7

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:12pm By: gpfeiger





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# WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

**Wheeling, Illinois**

Exhibit received September 1, 2016

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| | |
|---|---|
| Design By: GD/JC | Date: 03/08/16 |
| Checked By: GD | Project No.: 0000.00 |

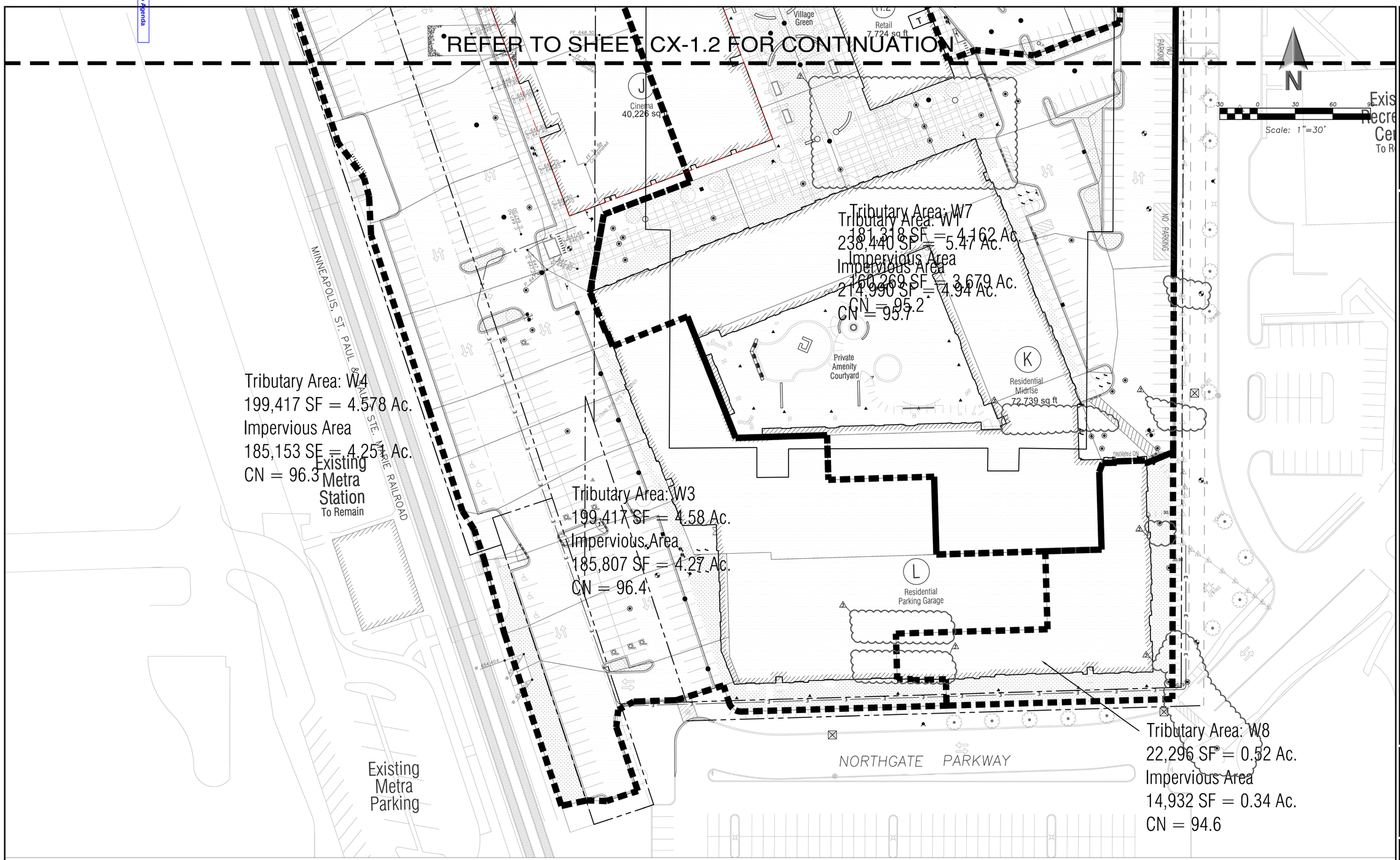
Sheet Title:

DRAINAGE EXHIBIT (NORTH)

Sheet No:

CX-1.1


EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:21pm By: gareger




## J.U.L.I.E.

*Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123*

## SURVEY PROVIDED BY

GREMLEY & BIEDERMANN
A DIVISION OF
PLCS, CORPORATION
LICENSE NO. 184-005322
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

## BENCHMARK

*Benchmark Designation: 05 No 3301*
*Benchmark PID: NG0129*
*Elevation: 633.73 Feet (NAVD88)*

*Location:*
*0.6 Mi W From Wilmette. 0.55 Miles West Along Lake Avenue From The Village Hall Annex, At The Intersection Of Lake Avenue And Ridge Road, Set In The North Lawn Of St. Joseph Church, 82.2 Feet East Of The East Curb Of Ridge Road, 73.3 Feet North Of The Center Line Of The Northwest Main Entrance To The Church 23.9 Feet South Of The South Curb Of Lake Avenue. A Cook County Highway Department Disk In The Top Of A Concrete Post Flush With The Ground And About Level With The Street.*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# WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

**Wheeling, Illinois**

Exhibit received September 1, 2016

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| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |
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| Checked By: | Project No. |
| GD | 0000.00 |

Sheet Title:

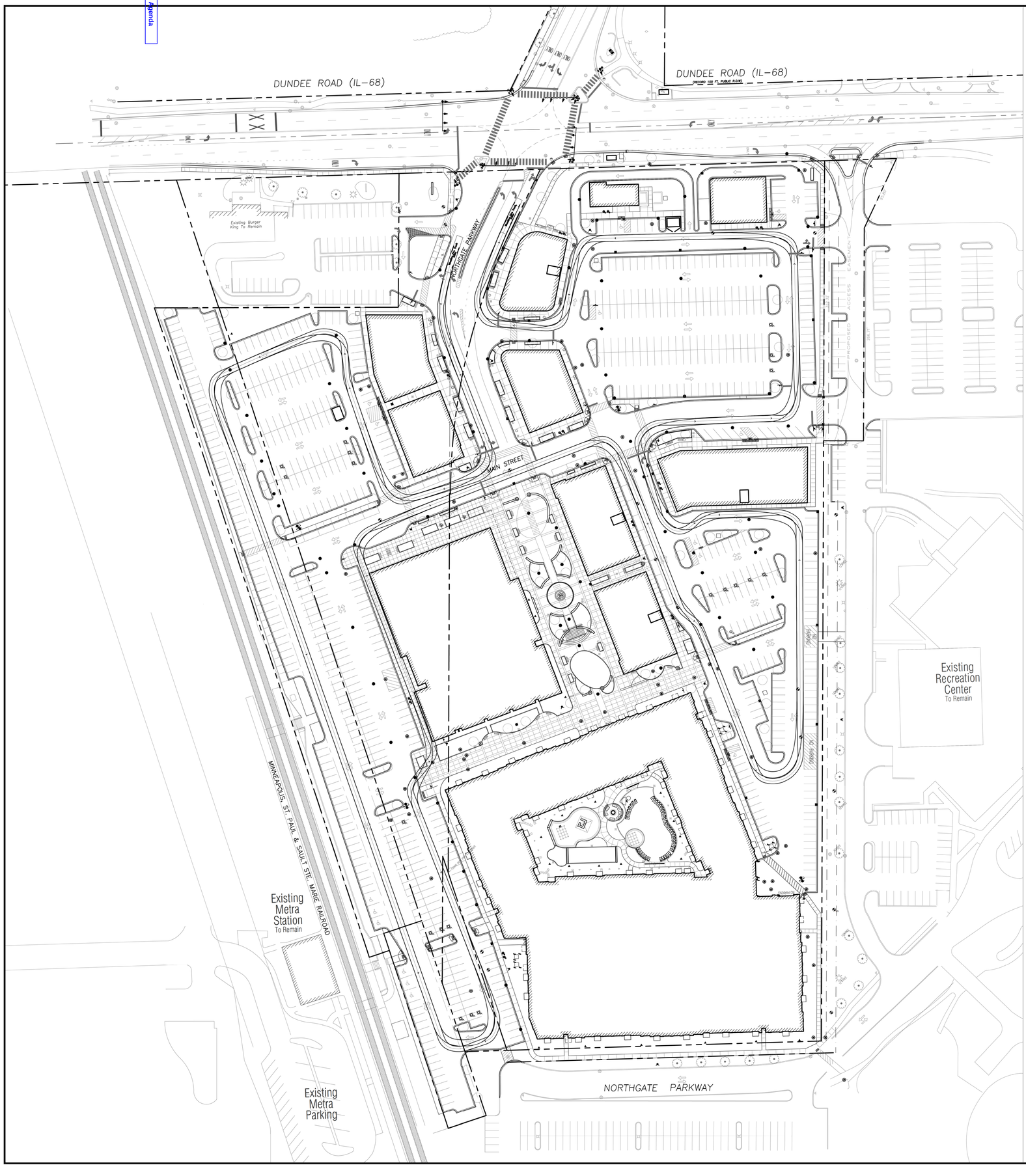
DRAINAGE EXHIBIT (SOUTH)

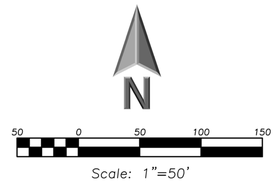
Sheet No:

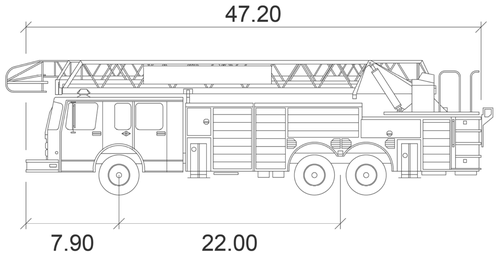
CX-1.2

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:22pm By: gareger

Agenda




## Wheeling Fire Truck feet

| | | |
|---|---|---|
| Width | : | 7.90 |
| Track | : | 7.90 |
| Lock to Lock Time | : | 6.0 |
| Steering Angle | : | 39.2 |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# WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

**Wheeling, Illinois**

Exhibit received September 1, 2016

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| 3 | 08/10/16 | Water and Sewer Reroute |
| | 09/01/16 | Final PUD Submittal |


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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Checked By: GD | Project No. 0000.00 |

Sheet Title:

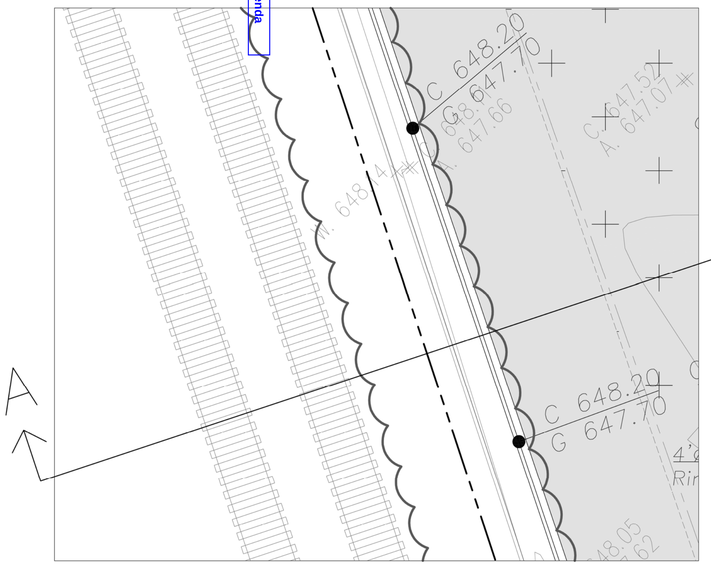
Fire Truck Movement

Sheet No:

CX-2.1

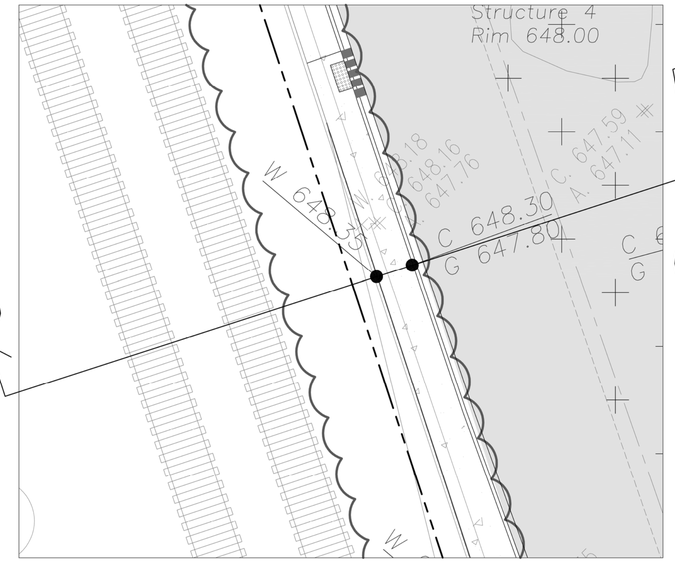

EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:27pm By: gareger

Return to Agenda



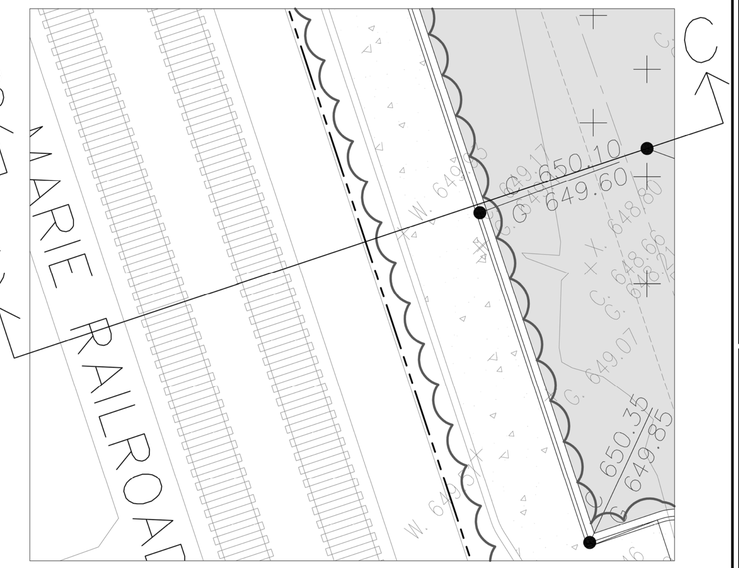

SECTION A–A
SCALE 1"=10'

N




SECTION B–B
SCALE 1"=10'

N




SECTION C–C
SCALE 1"=10'

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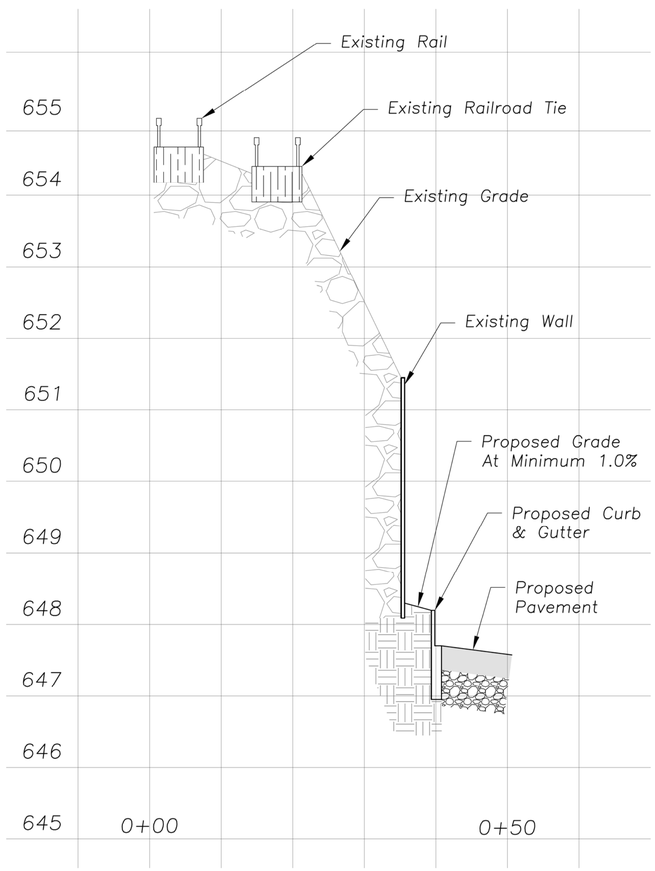
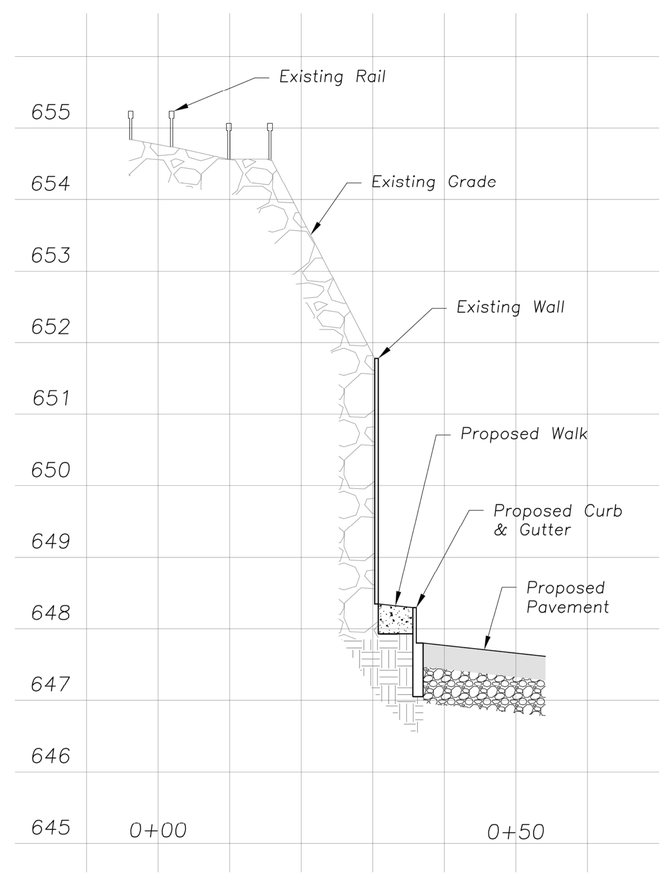
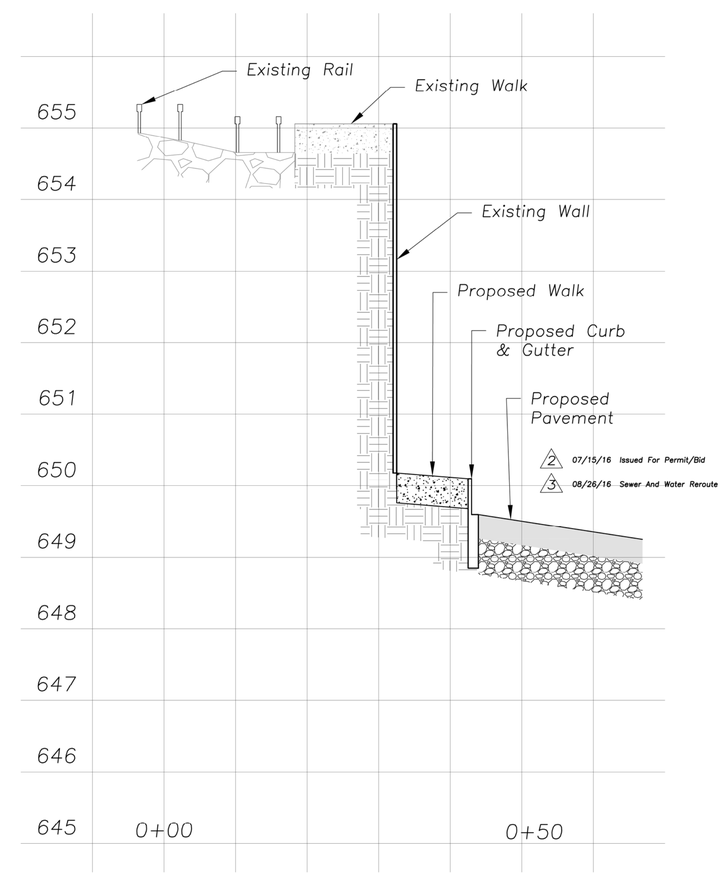



SCALE
VERTICAL: 1"= 1'
HORIZONTAL: 1"= 10'




SCALE
VERTICAL: 1"= 1'
HORIZONTAL: 1"= 10'




SCALE
VERTICAL: 1"= 1'
HORIZONTAL: 1"= 10'

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# WHEELING TOWN CENTER
## Dundee Road and Northgate Parkway
## Wheeling, Illinois

Reserved for Seal:

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Expiration Date:_____

| No. | Date | Description |
|---|---|---|
| | 03/08/16 | Village Submittal |
| | 03/30/16 | Village Permit Submittal |
| | 05/10/16 | Revised Village Permit Submittal |
| | 05/20/16 | Revised Storm Sewer |
| | 05/20/16 | Issued For Preliminary Pricing |
| | 05/27/16 | Issued For Sitework Pricing |
| | 06/09/16 | MWRD Submittal |
| 1 | 07/05/16 | Revised Per MWRD |
| 2 | 07/15/16 | Issued For Permit/Bid |
| 3 | 08/26/16 | Sewer And Water Reroute |

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| Design By: GD/JC | Date: 03/08/16 |
|---|---|
| Approved By: GD | Project No. |

Sheet Title:

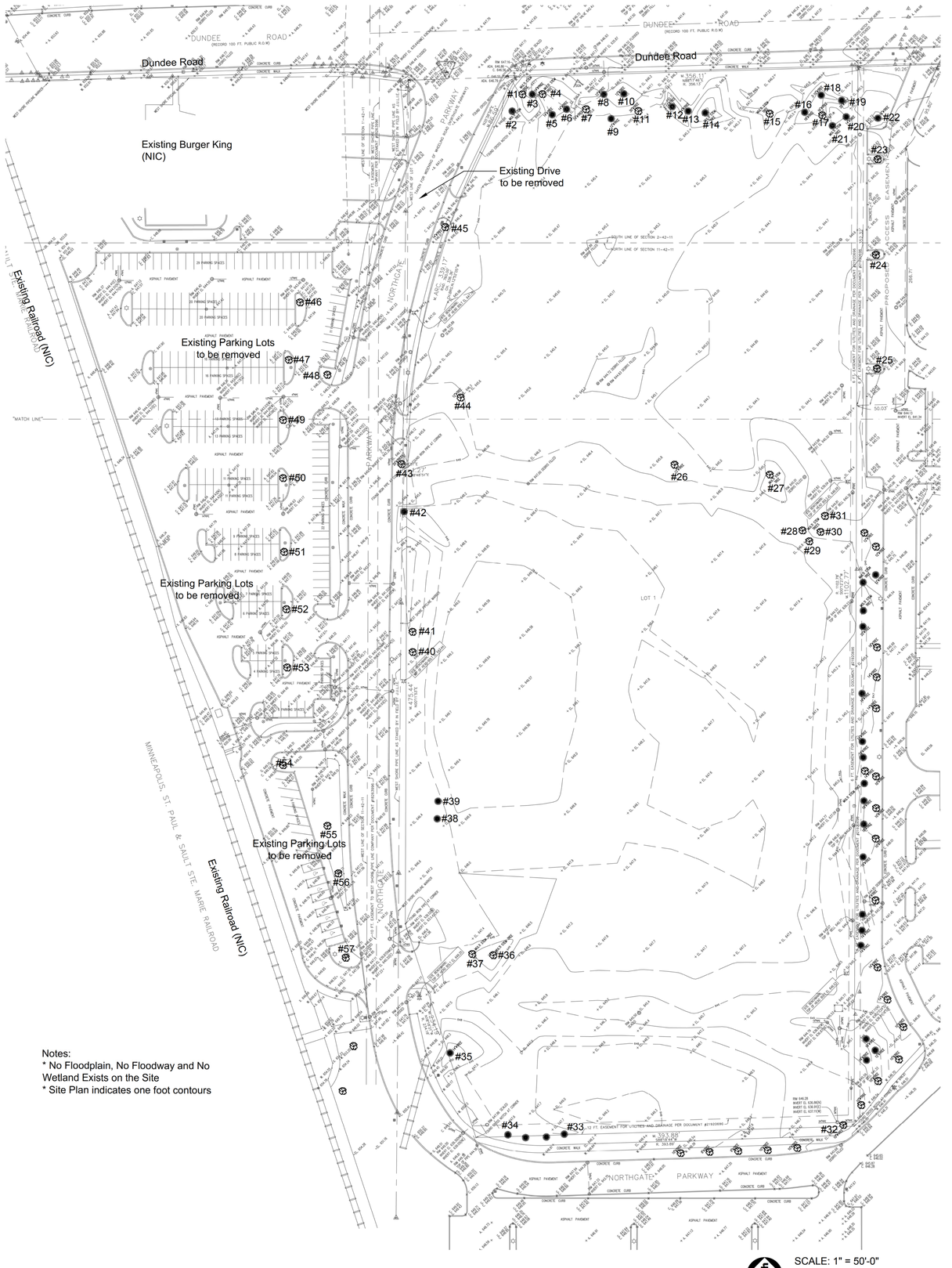
SECTION VIEWS

Sheet No:

CX5.1

EEA – P:\Cade\For Others\George\WTC\WTC-Siteplan CMX NEW.dwg
Plotted: 8/31/16 @ 2:15pm By: cfontana

Return to Agenda




Notes:
* No Floodplain, No Floodway and No Wetland Exists on the Site
* Site Plan indicates one foot contours

TREE SURVEY

| KEY # | SIZE | COMMON NAME | BOTANICAL NAME | CONDITION |
|---|---|---|---|---|
| 1 | 7", 5", 16" cal. | Austrian Pine | Pinus nigra | Good |
| 2 | 7" | Crabapple | Malus sp. | Poor |
| 3 | 14" cal. | Austrian Pine | Pinus nigra | Fair |
| 4 | 9" cal. | Prairiefire Crabapple | Malus x 'Prairiefire' | Good |
| 5 | 14" cal. | Austrian Pine | Pinus nigra | Good |
| 6 | 14" cal. | Austrian Pine | Pinus nigra | Good |
| 7 | 24" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 8 | 12" cal. | White Spruce | Picea glauca | Poor |
| 9 | 12" cal. | White Spruce | Picea glauca | Good |
| 10 | 12" cal. | Colorado Blue Spruce | Picea pungens | Good |
| 11 | 30" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 12 | 2-12" cal. | Austrian Pine | Pinus nigra | Fair |
| 13 | 14" cal. | Austrian Pine | Pinus nigra | Poor |
| 14 | 16" cal. | Austrian Pine | Pinus nigra | Fair |
| 15 | 10" cal. | Prairiefire Crabapple | Malus x 'Prairiefire' | Good |
| 16 | 18" cal. | Austrian Pine | Pinus nigra | Fair |
| 17 | 16" cal. | Austrian Pine | Pinus nigra | Poor |
| 18 | 2-10" cal. | Austrian Pine | Pinus nigra | Good |
| 19 | 20" cal. | Austrian Pine | Pinus nigra | Good |
| 20 | 14" cal. | Austrian Pine | Pinus nigra | Poor |
| 21 | 16" cal. | Austrian Pine | Pinus nigra | Poor |
| 22 | 16" cal. | Austrian Pine | Pinus nigra | Good |
| 23 | 8" cal. | Littleleaf Linden | Tilia cordata | Poor |
| 24 | 10" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 25 | 12" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Fair |
| 26 | 12" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 27 | 7" cal. | American Linden | Tilia americana | Poor |
| 28 | 5", 5", 4" cal. | Boxelder | Acer negundo | Poor |
| 29 | 4" cal. | Mulberry | Morus sp. | Poor |
| 30 | 4" cal. | Mulberry | Morus sp. | Poor |
| 31 | 4" cal. | Mulberry | Morus sp. | Poor |
| 32 | 10" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 33 | 14" cal. | White Spruce | Picea glauca | Good |
| 34 | 14" cal. | White Spruce | Picea glauca | Fair |
| 35 | 14" cal. | White Spruce | Picea glauca | Good |
| 36 | 9" cal. | Crabapple | Malus sp. | Fair |
| 37 | 7", 8" cal. | Crabapple | Malus sp. | Fair |
| 38 | 7", 5" cal. | Spruce | Picea sp. | Fair |
| 39 | 9" cal. | Spruce | Picea sp. | Fair |
| 40 | 6", 8", 7", 5" cal. | Maple | Acer sp. | Poor |
| 41 | 9.5" cal. | Crabapple | Malus sp. | Good |
| 42 | 8" cal. | Spruce | Picea sp. | Poor |
| 43 | 20" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 44 | 12" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 45 | 14" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 46 | 7" cal. | Red Maple | Acer rubrum | Good |
| 47 | 7" cal. | Red Maple | Acer rubrum | Good |
| 48 | 9" cal. | Red Maple | Acer rubrum | Good |
| 49 | 6.5" cal. | Red Maple | Acer rubrum | Good |
| 50 | 7" cal. | Red Maple | Acer rubrum | Good |
| 51 | 6" cal. | Red Maple | Acer rubrum | Good |
| 52 | 3" cal. | Red Maple | Acer rubrum | Good |
| 53 | 3" cal. | Red Maple | Acer rubrum | Good |
| 54 | 7.5" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 55 | 12" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 56 | 11" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |
| 57 | 9" cal. | Thornless Honeylocust | Gleditsia triacanthos var. inermis | Good |

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PROJECT NUMBER 030-120019.01

CONSULTANT

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815-254-0091 www.uplandDesign.com
UPLAND PROJECT NUMBER 486

PROJECT

# WHEELING TOWN CENTER

WHEELING

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

| | | |
|---|---|---|
| | 9/11/16 | Final PUD Submittal |
| | 9/20/16 | Final PUD Submittal |

SEAL

SHEET IDENTIFICATION

TITLE

## TREE SURVEY

NUMBER

# L0.0

2015 RTKL ASSOCIATES INC.

TIME:

FILE NAME:

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## GENERAL NOTES: LANDSCAPE

1. Notes indicated on grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
2. The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
3. All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
4. Plant material shall be supplied from Northern Illinois nursery stock, shall be dug the planting season it is installed, and shall conform to the American Association of Nurseryman's standards.
5. Plant material shall be size and type specified. Substitution of plant material shall be on a case by case basis and approved in writing by the Owner's Representative. In no case shall plant material be smaller than indicated in the plans.
6. Do not willfully proceed with plantings as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during the design process. Such conditions shall be immediately brought to the attention of the Owner's Representative.
7. All plant material shall be inspected and approved by the Owner's Representative prior to the installation of any and all plant material.
8. Plant locations shall be flagged in field with Owner's Rep. Final location of all plant material shall be subject to approval of the Owner's Representative prior to digging any holes. The landscape contractor is responsible for providing Owner's Representative with 48 hour minimum advance notice prior to planting.
9. Plants shall be watered on the day they are planted and maintained with watering until final acceptance of the project.
10. Apply a pre-emergent as per manufacturer's specification prior to installing mulch.
11. Beds and tree rings shall have 3" of hardwood shredded mulch applied and a 4" deep spade edge at lawn. Trees that are not located in beds, shall have a tree ring, 6' diameter.
12. Landscape plant material shall be guaranteed for 12 months from final acceptance. Any plant 1/3 dead or more shall be replaced under the guarantee at no cost to the Owner.
13. Contractor to prepare landscape beds by roto-tilling 2" of Mushroom Compost into new beds. Do not add compost nor roto-till within drip line of existing trees.
14. Lawn Seeding shall be under favorable weather conditions, and shall follow dates in specification. All irrigation shall be installed and functioning prior to seeding.
15. Turf mixes shall be installed and lawn established at all disturbed areas.
16. Do not overseed into mulch beds, artificial turf, or paving.
17. Contractor shall restore all areas disturbed as a result of construction.
18. Landscape contractor to coordinate all work with irrigation work.

## LEGEND

- Shade Tree
- Ornamental Tree
- Shrub
- Ornamental Grass
- Perennial and Groundcover (hatch symbol varies)
- Streetscape Landscape
- Parking Lot Island Landscape
- Open Space Landscape
  - Shrub and perennial planting to be determined during future phase

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TITLE

## OVERALL LANDSCAPE PLAN & SHEET KEY

NUMBER

# L1.0

2015 RTKL ASSOCIATES INC.

TIME:

FILE NAME:

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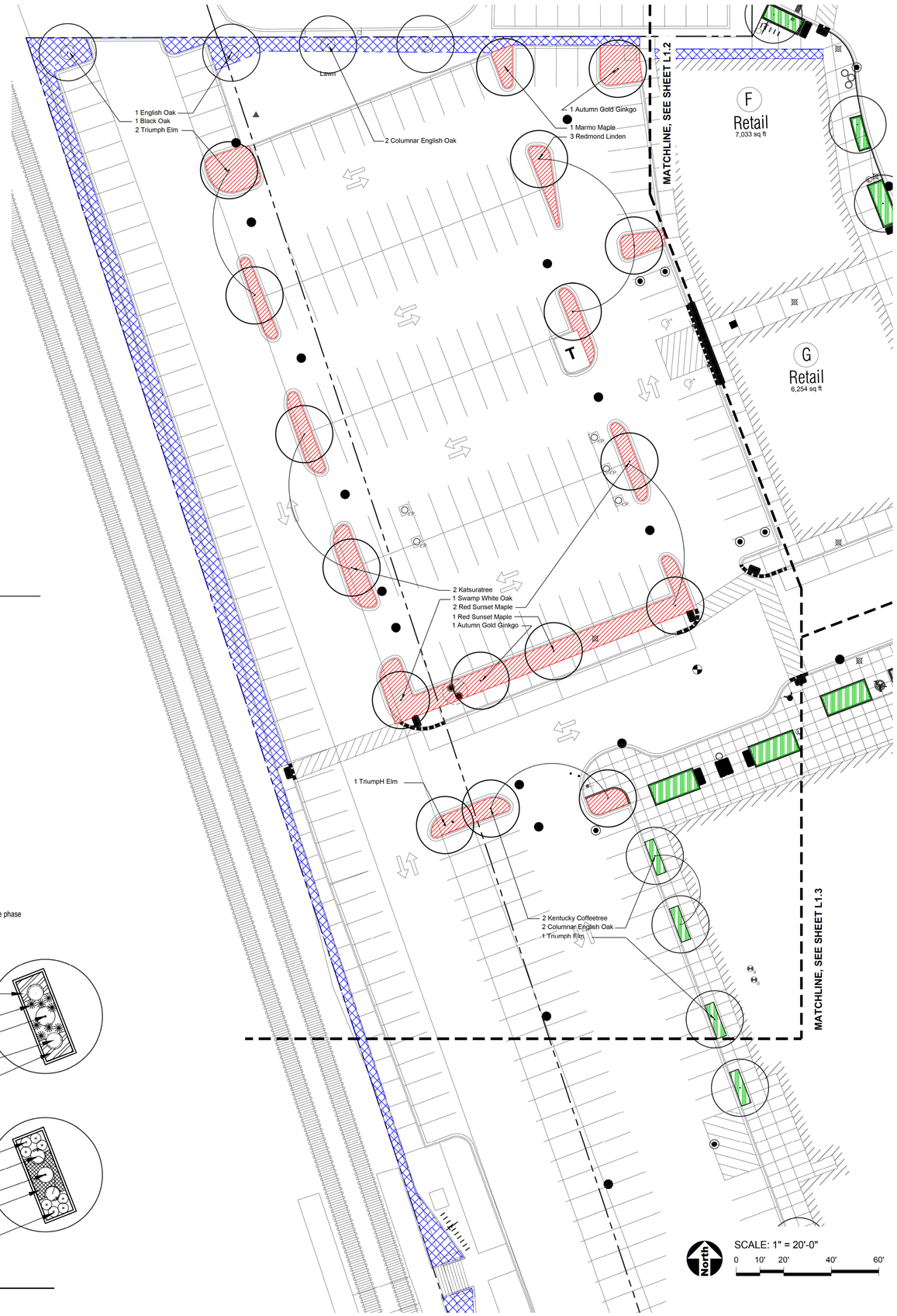
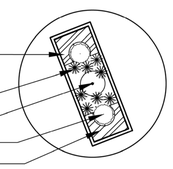



## LEGEND

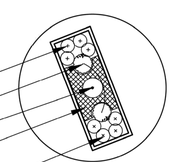
- Shade Tree
- Ornamental Tree
- Shrub
- Ornamental Grass
- Perennial and Groundcover (hatch symbol varies)
- Streetscape Landscape
- Parking Lot Island Landscape
- Open Space Landscape
  - Shrub and perennial planting to be determined during future phase

### STREETSCAPE BED A



8 Rosy Returns Daylily
w/ 16 Cheerfulness Double Daffodil
8-Prairie Dropseed
Shade Tree Per Plan
2 Taunton Yew
8 Rosy Returns Daylily
w/ 16 Cheerfulness Double Daffodil

### STREETSCAPE BED B



4 Walker's Low Catmint
2 Double Knockout Red Rose
Shade Tree Per Plan
36 Periwinkle with
24 Spring Beauty Crocus
4 Walker's Low Catmint

1 Typical Streetscape Beds
SCALE: 1" = 20'-0"

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ISSUE DRAWING LOG

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## LANDSCAPE PLAN

NUMBER

# L1.1

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME

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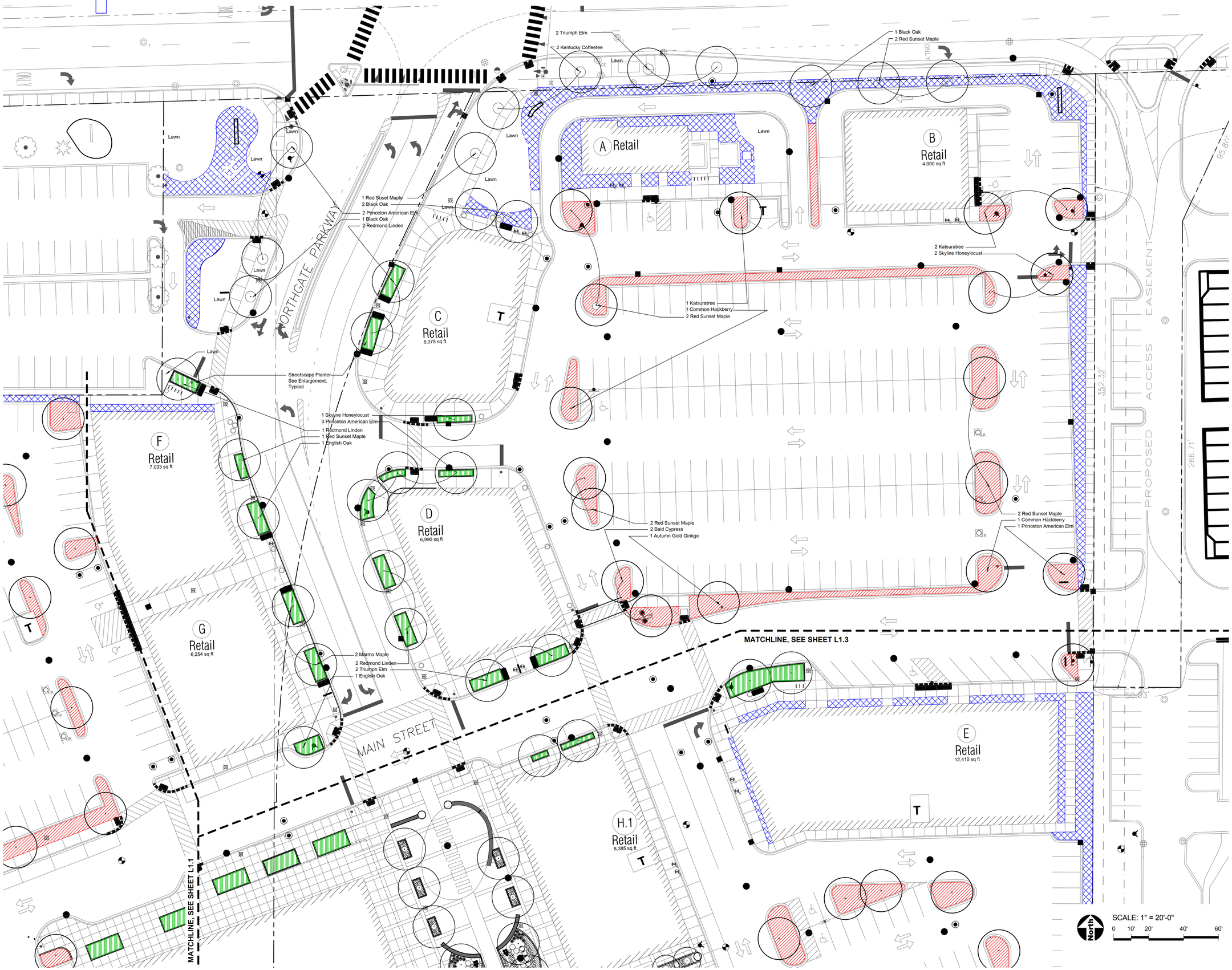


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TITLE

## LANDSCAPE PLAN

NUMBER

# L1.2

2015 RTKL ASSOCIATES INC.

TIME

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SEAL

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TITLE

## LANDSCAPE PLAN

NUMBER

# L1.3

2015 RTKL ASSOCIATES INC.

TIME

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MATCHLINE, SEE SHEET L1.3

K
Residential
Midrise

L
Residential
Parking Garage

COURTYARD FOR
REFERENCE ONLY

NO PARKING

NORTHGATE PARKWAY

6 Pink Double Knockout Rose
5 Dwarf Fountain Grass
10 Kit Cat Catmint
3 Gro Low Sumac
10 Kit Cat Catmint

15 Kit Cat Catmint
5 Taunton Yew
4 Let's Dance Moonlight Hydragea
1 Koreanspice Viburnum
28 Chatterbox Coralbells
2 Kentucky Coffeetree

6 Tauton Yew
3 Frances William Hosta
48 Periwinkle
3 Dwarf Korean Lilac

48 Periwinkle
3 Frances William Hosta
5 Dwarf Korean Lilac
8 Hesse Contoneaster
3 Frances William Hosta
48 Periwinkle

6 Tauton Yew
2 Frances William Hosta
5 Dwarf Korean Lilac
8 Hesse Contoneaster
3 Frances William Hosta
6 Tauton Yew

90 Periwinkle
7 Hesse Contoneaster
6 Dwarf Korean Lilac
6 Tauton Yew
2 Frances William Hosta
5 Dwarf Korean Lilac
5 Hesse Contoneaster

3 Forsythia Showoff Sugar Baby
3 Frances Williams Hosta
20 Tiramisu Coralbells mixed w/
20 Palace Purple Coralbells
4 Taunton Yew

30 Rosy Returns Daylily
2 Taunton Yew
6 Haense Herms Switchgrass

2 Redmond Linden

18 Kit Cat Catmint
1 Columnar English Oak
6 Gro Low Sumac

15 Kit Cat Catmint
4 Taunton Yew

4 Haense Herms Switchgrass
30 Rosy Returns Daylily
5 Taunton Yew
6 Koreanspice Viburnum
9 Haense Herms Switchgrass

4 Taunton Yew

3 Annabelle Hydrangea
14 Rosy Returns Daylily
4 Haense Herms Switchgrass

24 Kit Cat Catmint
3 Annabelle Hydrangea
3 Taunton Yew
6 Haense Herms Switchgrass

1 Redmond Linden
20 Kit Cat Catmint
12 Rosy Returns Daylily
3 Taunton Yew

18 Rosy Returns Daylily
3 Hicks Yew
5 Limelight Hydrangea

6 Prairie Fire Switchgrass
23 Going Bananas Daylily
5 Taunton Yew
1 Koreanspice Viburnum

6 Prairie Fire Switchgrass
4 Let's Dance Moonlight Hydragea
1 Koreanspice Viburnum
20 Chatterbox Coralbells

6 Prairie Fire Switchgrass
3 Let's Dance Moonlight Hydragea
14 Going Bananas Daylily
7 Prairie Fire Switchgrass
1 Koreanspice Viburnum
2 Taunton Yew
1 Koreanspice Viburnum
30 Chatterbox Coralbells
1 Princeton American Elm

4 Gro Low Sumac
15 Kit Cat Catmint

7 Prairie Fire Switchgrass
1 Koreanspice Viburnum
15 Going Bananas Daylily
8 Dwarf Fountain Grass
6 Walker's Low Catmint

28 Little Spire Russian Sage
11 Prairie Fire Switchgrass

3 Hesse Cotoneaster
8 Woodward Arborvitae
7 Let's Dance Hydrangea
3 Let's Dance Hydrangea

80 Periwinkle
7 Forsythia Showoff Sugar Baby
28 Going Bananas Daylily

7 Prairie Fire Switchgrass
2 Taunton Yew
18 Little Spire Russian Sage
5 Forsythia Showoff Sugar Baby
1 Mohawk Burkwood Viburnum

7 Taunton Yew
28 Going Bananas Daylily
1 Mohawk Burkwood Viburnum
7 Little Spire Russian Sage

1 Princeton American Elm

1 Princeton American Elm

1 Common Hackberry

13 Prairie Fire Switchgrass
7 Walker's Low Catmint
3 Pink Double Knockout Rose
2 Greenmound Boxwood

7 Prairie Fire Switchgrass
9 Walker's Low Catmint
6 Pink Double Knockout Rose
4 Greenmound Boxwood

6 Prairie Fire Switchgrass
7 Walker's Low Catmint
2 Greenmound Boxwood
3 Pink Double Knockout Rose

6 Prairie Fire Switchgrass
9 Walker's Low Catmint
4 Greenmound Boxwood
6 Pink Double Knockout Rose
6 Walker's Low Catmint
8 Prairie Fire Switchgrass

2 Greenmound Boxwood
4 Pink Double Knockout Rose
7 Prairie Fire Switchgrass
9 Walker's Low Catmint

4 Greenmound Boxwood
6 Pink Double Knockout Rose
7 Prairie Fire Switchgrass
7 Walker's Low Catmint

4 Greenmound Boxwood
6 Pink Double Knockout Rose
7 Prairie Fire Switchgrass
8 Walker's Low Catmint

2 Greenmound Boxwood
8 Koreanspice Viburnum
3 Pink Double Knockout Rose
6 Prairie Fire Switchgrass
7 Walker's Low Catmint

3 Pink Double Knockout Rose
4 Greenmound Boxwood
8 Big Ear Lambs Ear
Save and Protect Existing Trees Not on Site

1 Mohawk Burkwood Viburnum
3 Greenmound Boxwood
3 Pink Double Knockout Rose
11 Prairie Fire Switchgrass

4 Greenmound Boxwood
36 Periwinkle
10 Prairie Fire Switchgrass
6 Greenmound Boxwood
6 Forsythia Showoff Sugar Baby

10 Prairie Fire Switchgrass
3 Forsythia Showoff Sugar Baby
3 Greenmound Boxwood

10 Prairie Fire Switchgrass
3 Forsythia Showoff Sugar Baby
3 Greenmound Boxwood

3 Woodward Arborvitae
3 Greenmound Boxwood

Lawn

SCALE: 1" = 20'-0"
0 10' 20' 40' 60'

North

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TITLE

## LANDSCAPE PLAN

NUMBER

# L1.4

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME

Return to Agenda

## VILLAGE OF WHEELING LANDSCAPE ORDINANCE REQUIREMENTS

| | Landscape Required | Landscape Proposed |
|---|---|---|
| Tree Preservation and Enhancement | | |
| Replacement Trees | | |
| 1.5 times the tree trunk diameter of the removed tree | 1,065 caliper inches = 354 trees | 17 site trees<br>55 parking lot trees<br>29 streetscape planter trees<br>29 village green trees<br>22 residential midrise trees<br>= 152 shade trees total |
| Landscaping Requirements for Off-street Parking Areas | | |
| Required Trees for Parking Lot Perimeter and Interior Applications | | |
| 1 shade or ornamental tree for every fifteen parking spaces | 717 total parking spaces / 15 spaces = 47.8 trees | 55 shade trees |
| Interior Landscaping for Off-street Parking Areas | | |
| 20 SF of interior landscape island or landscaped peninsula per stall | 717 total parking spaces x 20 SF = 14,340 SF | 14,668 SF interior landscape |
| landscaped islands min 200 SF;<br>landscaped peninsulas min 100 SF | variance requested | |
| 25% - 70% evergreens | meets ordinance | |
| 30" max height within vision triangle | meets ordinance | |
| Screening for Off-street Parking Areas | | |
| street frontage 8' greenbelt in width; 18" high at planting and 30" high at maturity | variance requested | |
| 6' greenbelt along all interior lot lines | variance requested | |
| Vision Triangle | | |
| 2' or less in height or have clearance of eight (8) feet beneath the lowest branch or projection | meets ordinance | |
| Species Mix | | |
| 10-19: 50% of any one species<br>20-39: 40% of any one species<br>40-59: 30% of any one species<br>60 or more: 20% of any one species | meets ordinance | |
| Plant Sizes | | |
| Deciduous Trees: 3" cal.<br>Evergreen Trees: 6' ht.<br>Ornamental Trees: 2" cal.<br>Shrubs: 24" ht. | meets ordinance | |

## PLANT LIST - SITE LANDSCAPE

**Shade Trees - Balled and Burlap**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 3 | 3" cal. | Acer rubrum 'Franksred' | Red Sunset Red Maple |
| 2 | 3" cal. | Gymnocladus dioicus 'Espresso' | Kentucky Coffeetree (seedless) |
| 3 | 3" cal. | Quercus robur | English Oak |
| 5 | 3" cal. | Quercus velutina | Black Oak |
| 2 | 3" cal. | Ulmus americana 'Princeton' | Princeton American Elm |
| 2 | 3" cal. | Ulmus 'Morton Glory' | Triumph Elm |
| 17 | Total | | |

**Evergreen Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 65 | 24" Ht. x 24" Spr. | Buxus x 'Green Mound' | Green Mound Boxwood |
| 65 | 24" Ht. x 24" Spr. | Taxus x media 'Hicksii' | Hicks Yew |
| 65 | 24" Ht. x 24" Spr. | Taxus x media 'Tauntonii' | Taunton Yew |
| 195 | Total | | |

**Deciduous Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 65 | #5 cont., 18" ht. | Cotoneaster 'Hessei' | Hesse Cotoneaster |
| 30 | #5 cont., 24" Ht. | Hydrangea arborescens 'Annabelle' | Annabelle Hydrangea |
| 36 | #5 cont., 18" Ht. | Hydrangea macrophylla 'Robert' | Let's Dance 'Moonlight' Hydrangea |
| 65 | #5 cont., 30" Ht. | Forsythia 'NIMBUS' | Forsthia Showoff Sugar Baby |
| 65 | #5 cont., 24" ht. | Syringa meyeri 'Palibin' | Dwarf Korean Lilac |
| 134 | #5 cont., 18" ht. | Rhus aromatica 'Gro-Low' | Gro-Low Fragrant Sumac |
| 65 | #5 cont., 18" ht. | Rosa var. 'Noaschnee' | Flower Carpet White Rose |
| 122 | #5 cont., 18" ht. | Rosa 'Radtko' | Red Double Knock Out Rose |
| 65 | #5 cont., 18" ht. | Rosa 'Radtkopink' | Pink Double Knock Out Rose |
| 12 | #5 cont., 18" ht. | Viburnum carlesii 'Compactum' | Koreanspice Viburnum |
| 659 | Total | | |

**Perennials - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 97 | #1 cont. | Hemerocallis 'Going Bananas' | Going Bananas Daylily |
| 97 | #1 cont. | Hemerocallis 'Summer Wine' | Summer Wine Daylily |
| 73 | #1 cont. | Heuchera micrantha 'Palace Purple' | Palace Purple Coralbells |
| 97 | #1 cont. | Nepeta racemosa 'Walker's Low' | Walker's Low Catmint |
| 122 | #1 cont. | Perovskia atriplicifolia 'Little Spire' | Little Spire Russian Sage |
| 97 | #1 cont. | Salvia nemorosa 'Haeumanarc' | Marcus Salvia |
| 583 | Total | | |

**Ornamental Grasses - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 97 | #1 cont. | Panicum virgatum 'Prairie Fire' | Prairie Fire Switchgrass |
| 97 | #1 cont. | Sporoblolus heterolepis | Prairie Dropseed |
| 194 | Total | | |

**Groundcovers, Vines and Bulbs - Pot, Flat or Bulb**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 915 | 14 cm | Narcissus 'Cheerfulness' | Cheerfulness Double Daffodil |
| 146 | 17 cm | Narcissus 'February Gold' | February Gold Daffodil |
| 183 | 17 cm | Narcissus 'King Alfred' | King Alfred Daffodil |
| 1464 | 3" cell | Vinca minor 'Dart's Blue' | Periwinkle |
| 2708 | Total | | |

## PLANT LIST - PARKING LOT ISLANDS

**Shade Trees - Balled and Burlap**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 1 | 3" cal. | Acer x freemanii 'Marmo' | Marmo Maple |
| 10 | 3" cal. | Acer rubrum 'Franksred' | Red Sunset Red Maple |
| 2 | 3" cal. | Celtis occidentalis | Common Hackberry |
| 5 | 3" cal. | Cercidiphyllum japonicum | Katsuratree |
| 7 | 3" cal. | Ginkgo biloba 'Autumn Gold' | Autumn Gold Ginkgo (male) |
| 3 | 3" cal. | Gleditsia triacanthos var. inermis 'Skyline' | Skyline Honeylocust |
| 5 | 3" cal. | Gymnocladus dioicus 'Espresso' | Kentucky Coffeetree (seedless) |
| 1 | 3" cal. | Quercus bicolor | Swamp White Oak |
| 1 | 3" cal. | Quercus robur | English Oak |
| 2 | 3" cal. | Quercus velutina | Black Oak |
| 2 | 3" cal. | Taxodium distichum | Bald Cypress |
| 5 | 3" cal. | Tilia americana 'Redmond' | Redmond Linden |
| 6 | 3" cal. | Ulmus americana 'Princeton' | Princeton American Elm |
| 5 | 3" cal. | Ulmus 'Morton Glory' | Triumph Elm |
| 55 | Total | | |

**Deciduous Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 250 | #5 cont., 18" ht. | Cotoneaster 'Hessei' | Hesse Cotoneaster |
| 250 | #5 cont., 30" Ht. | Forsythia 'NIMBUS' | Forsthia Showoff Sugar Baby |
| 285 | #5 cont., 18" ht. | Rhus aromatica 'Gro-Low' | Gro-Low Fragrant Sumac |
| 785 | Total | | |

**Perennials - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 600 | #1 cont. | Hemerocallis 'Going Bananas' | Going Bananas Daylily |
| 600 | #1 cont. | Hemerocallis 'Rosy Returns' | Rosy Returns Daylily |
| 103 | #1 cont. | Nepeta racemosa 'Kit Cat' | Kit Cat Catmint |
| 600 | #1 cont. | Nepeta racemosa 'Walker's Low' | Walker's Low Catmint |
| 600 | #1 cont. | Perovskia atriplicifolia 'Little Spire' | Little Spire Russian Sage |
| 2503 | Total | | |

**Ornamental Grasses - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 640 | #1 cont. | Sporoblolus heterolepis | Prairie Dropseed |
| 640 | Total | | |

## PLANT LIST - STREETSCAPE PLANTERS

**Shade Trees - Balled and Burlap**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 2 | 3" cal. | Acer x freemanii 'Marmo' | Marmo Maple |
| 2 | 3" cal. | Acer rubrum 'Franksred' | Red Sunset Red Maple |
| 2 | 3" cal. | Celtis occidentalis | Common Hackberry |
| 1 | 3" cal. | Ginkgo biloba 'Autumn Gold' | Autumn Gold Ginkgo (male) |
| 1 | 3" cal. | Gleditsia triacanthos var. inermis 'Skyline' | Skyline Honeylocust |
| 2 | 3" cal. | Gymnocladus dioicus 'Espresso' | Kentucky Coffeetree (seedless) |
| 2 | 3" cal. | Quercus robur | English Oak |
| 4 | 3" cal. | Quercus robur 'Fastigiata' | Columnar English Oak |
| 5 | 3" cal. | Tilia americana 'Redmond' | Redmond Linden |
| 3 | 3" cal. | Ulmus 'Morton Glory' | Triumph Elm |
| 3 | 3" cal. | Ulmus americana 'Princeton' | Princeton American Elm |
| 27 | Total | | |

**Ornamental Trees - Balled and Burlap**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 2 | 2" cal. | Syringa reticulata 'Ivory Silk' | Ivory Silk Japanese Tree Lilac |
| 2 | Total | | |

**Evergreen Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 34 | 24" Ht. x 24" Spr. | Taxus x media 'Tauntonii' | Taunton Yew |
| 34 | Total | | |

**Deciduous Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 34 | #5 cont., 18" ht. | Rosa 'Radtko' | Red Double Knock Out Rose |
| 34 | Total | | |

**Perennials - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 272 | #1 cont. | Hemerocallis 'Rosy Returns' | Rosy Returns Daylily |
| 136 | #1 cont. | Nepeta racemosa 'Walker's Low' | Walker's Low Catmint |
| 408 | Total | | |

**Ornamental Grasses - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 136 | #1 cont. | Sporoblolus heterolepis | Prairie Dropseed |
| 136 | Total | | |

**Groundcovers, Vines and Bulbs - Pot, Flat or Bulb**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 408 | 6 cm | Crocus sieberi 'Spring Beauty' | Spring Beauty Snow Crocus |
| 544 | 14 cm | Narcissus 'Cheerfulness' | Cheerfulness Double Daffodil |
| 612 | 3" cell | Vinca minor 'Dart's Blue' | Periwinkle |
| 1564 | Total | | |

## PLANT LIST - VILLAGE GREEN

**Shade Trees - Balled and Burlap**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 3 | 3" cal. | Acer x freemanii 'Marmo' | Marmo Maple |
| 7 | 3" cal. | Gleditsia triacanthos var. inermis 'Skyline' | Skyline Honeylocust |
| 7 | 3" cal. | Tilia americana 'Redmond' | Redmond Linden |
| 17 | Total | | |

**Ornamental Trees - Balled and Burlap**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 5 | 6' Clump(3-5 stem) | Amelanchier grandiflora 'Autumn Brilliance' | Autumn Brilliance Apple Serviceberry |
| 3 | 6' Clump(3-5 stem) | Cercis canadensis | Eastern Redbud |
| 4 | 2" cal. | Syringa pekinensis 'Morton' | China Snow Peking Lilac |
| 12 | Total | | |

**Evergreen Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 60 | 24" Ht. x 24" Spr. | Buxus x 'Green Mound' | Green Mound Boxwood |
| 38 | 24" Ht. x 24" Spr. | Taxus x media 'Tauntonii' | Taunton Yew |
| 98 | Total | | |

**Deciduous Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 9 | #5 cont., 24" Ht. | Hydrangea arborescens 'Annabelle' | Annabelle Hydrangea |
| 15 | #5 cont., 18" Ht. | Hydrangea macrophylla 'Robert' | Let's Dance 'Moonlight' Hydrangea |
| 11 | #5 cont., 30" Ht. | Forsythia 'NIMBUS' | Forsythia Showoff Sugar Baby |
| 3 | #5 cont., 18" ht. | Rosa var. 'Noaschnee' | Flower Carpet White Rose |
| 20 | #5 cont., 18" ht. | Rosa 'Radtko' | Red Double Knock Out Rose |
| 41 | #5 cont., 18" ht. | Rosa 'Radtkopink' | Pink Double Knock Out Rose |
| 1 | #5 cont., 18" ht. | Viburnum carlesii 'Compactum' | Koreanspice Viburnum |
| 100 | Total | | |

**Perennials - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 52 | #1 cont. | Echinacea purpurea 'Magnus' | Purple Coneflower |
| 183 | #1 cont. | Hemerocallis 'Going Bananas' | Going Bananas Daylily |
| 14 | #1 cont. | Hemerocallis 'Rosy Returns' | Rosy Returns Daylily |
| 88 | #1 cont. | Hemerocallis 'Summer Wine' | Summer Wine Daylily |
| 32 | #1 cont. | Heuchera 'Tiramisu' | Tiramisu Coralbells |
| 25 | #1 cont. | Heuchera micrantha 'Palace Purple' | Palace Purple Coralbells |
| 28 | #1 cont. | Heuchera sanguinea 'Chatterbox' | Chatterbox Coral Bells |
| 24 | #1 cont. | Hosta 'August Moon' | August Moon Hosta |
| 11 | #1 cont. | Hosta sieboldiana 'Frances Williams' | Frances Williams Hosta |
| 112 | #1 cont. | Nepeta racemosa 'Walker's Low' | Walker's Low Catmint |
| 56 | #1 cont. | Perovskia atriplicifolia 'Little Spire' | Little Spire Russian Sage |
| 60 | #1 cont. | Salvia nemorosa 'Haeumanarc' | Marcus Salvia |
| 26 | #1 cont. | Salvia x sylvestris 'Blauhugel' | Blue Hill Salvia |
| 711 | Total | | |

**Ornamental Grasses - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 58 | #1 cont. | Calamagrostis x acutiflora 'Karl Foerster | Feather Reed Grass |
| 13 | #1 cont. | Panicum virgatum 'Prairie Fire' | Prairie Fire Switchgrass |
| 18 | #1 cont. | Pennisetum alopecuroides 'Hameln' | Dwarf Fountain Grass |
| 72 | #1 cont. | Sporoblolus heterolepis | Prairie Dropseed |
| 103 | Total | | |

**Groundcovers, Vines and Bulbs - Pot, Flat or Bulb**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 160 | 20cm | Allium 'Globemaster' | Globemaster Allium |
| 24 | #1 cont.-50%mix | Clematis 'Jackmanii' | Jackman's Clematis |
| 24 | #1 cont.-50%mix | Clematis ternifiora | Sweet Autumn Clematis |
| 150 | 6 cm | Crocus sieberi 'Spring Beauty' | Spring Beauty Snow Crocus |
| 250 | 6 cm | Crocus tommassinianus 'Roseus' | Pink Snow Crocus |
| 1200 | 9 cm | Crocus vernus 'Jeanne d'Arc' | Jeanne d'Arc Giant Dutch Crocus |
| 190 | 14 cm | Narcissus 'Cheerfulness' | Cheerfulness Double Daffodil |
| 120 | 17 cm | Narcissus 'February Gold' | February Gold Daffodil |
| 200 | 17 cm | Narcissus 'King Alfred' | King Alfred Daffodil |
| 40 | 14 cm | Tulipa 'Angelique' | Angelique Tulip |
| 1872 | 3" cell | Vinca minor 'Dart's Blue' | Periwinkle |
| 4230 | Total | | |

## PLANT LIST - RESIDENTIAL MIDRISE FOUNDATION

**Ornamental Trees - Balled and Burlap**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 1 | 6' Clump(3-5 stem) | Amelanchier grandiflora 'Autumn Brilliance' | Autumn Brilliance Apple Serviceberry |
| 1 | Total | | |

**Evergreen Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 50 | 24" Ht. x 24" Spr. | Buxus x 'Green Mound' | Green Mound Boxwood |
| 1 | 24" Ht. x 24" Spr. | Taxus x media 'Hicksii' | Hicks Yew |
| 83 | 24" Ht. x 24" Spr. | Taxus x media 'Tauntonii' | Taunton Yew |
| 11 | 36" Ht. x 24" Spr. | Thuja occidentalis 'Woodwardii' | Woodward Arborvitae |
| 145 | Total | | |

**Deciduous Shrubs - Balled and Burlap or Pot**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 38 | #5 cont., 18" ht. | Cotoneaster 'Hessei' | Hesse Cotoneaster |
| 11 | #5 cont., 24" Ht. | Hydrangea arborescens 'Annabelle' | Annabelle Hydrangea |
| 21 | #5 cont., 18" Ht. | Hydrangea macrophylla 'Robert' | Let's Dance 'Moonlight' Hydrangea |
| 5 | #5 cont., 24" Ht. | Hydrangea paniculata 'Limelight' | Limelight Hydrangea |
| 36 | #5 cont., 30" Ht. | Forsythia 'NIMBUS' | Forsthia Showoff Sugar Baby |
| 34 | #5 cont., 24" ht. | Syringa meyeri 'Palibin' | Dwarf Korean Lilac |
| 49 | #5 cont., 18" ht. | Rosa 'Radtkopink' | Pink Double Knock Out Rose |
| 20 | #5 cont., 18" ht. | Viburnum carlesii 'Compactum' | Koreanspice Viburnum |
| 3 | #5 cont., 36" ht. | Viburnum x burkwoodii 'Mohawk' | Mohawk Burkwood Viburnum |
| 217 | Total | | |

**Perennials - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 108 | #1 cont. | Hemerocallis 'Going Bananas' | Going Bananas Daylily |
| 102 | #1 cont. | Hemerocallis 'Rosy Returns' | Rosy Returns Daylily |
| 55 | #1 cont. | Heuchera 'Tiramisu' | Tiramisu Coralbells |
| 55 | #1 cont. | Heuchera micrantha 'Palace Purple' | Palace Purple Coralbells |
| 78 | #1 cont. | Heuchera sanguinea 'Chatterbox' | Chatterbox Coral Bells |
| 25 | #1 cont. | Hosta sieboldiana 'Frances Williams' | Frances Williams Hosta |
| 49 | #1 cont. | Nepeta racemosa 'Kit Cat' | Kit Cat Catmint |
| 75 | #1 cont. | Nepeta racemosa 'Walker's Low' | Walker's Low Catmint |
| 53 | #1 cont. | Perovskia atriplicifolia 'Little Spire' | Little Spire Russian Sage |
| 8 | #1 cont. | Stachys byzantina 'Big Ears' | Big Ears Lamb's Ear |
| 608 | Total | | |

**Ornamental Grasses - Pots**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 158 | #1 cont. | Panicum virgatum 'Prairie Fire' | Prairie Fire Switchgrass |
| 29 | #1 cont. | Panicum virgatum 'Haense Herms' | Haense Herms Switchgrass |
| 13 | #1 cont. | Pennisetum alopecuroides 'Hameln' | Dwarf Fountain Grass |
| 200 | Total | | |

**Groundcovers, Vines and Bulbs - Pot, Flat or Bulb**

| QTY | SIZE | BOTANICAL NAME | COMMON NAME |
|---|---|---|---|
| 542 | 3" cell | Vinca minor 'Dart's Blue' | Periwinkle |
| 542 | Total | | |


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CONSULTANT

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815-254-0091 www.uplandDesign.com
UPLAND PROJECT NUMBER 486


PROJECT

# WHEELING TOWN CENTER

WHEELING

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

| | | |
|---|---|---|
| | 9/11/16 | Final PUD Submittal |
| | 9/20/16 | Final PUD Submittal |

SEAL

SHEET IDENTIFICATION

TITLE

# LANDSCAPE PLANT LIST

NUMBER

# L1.5

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME

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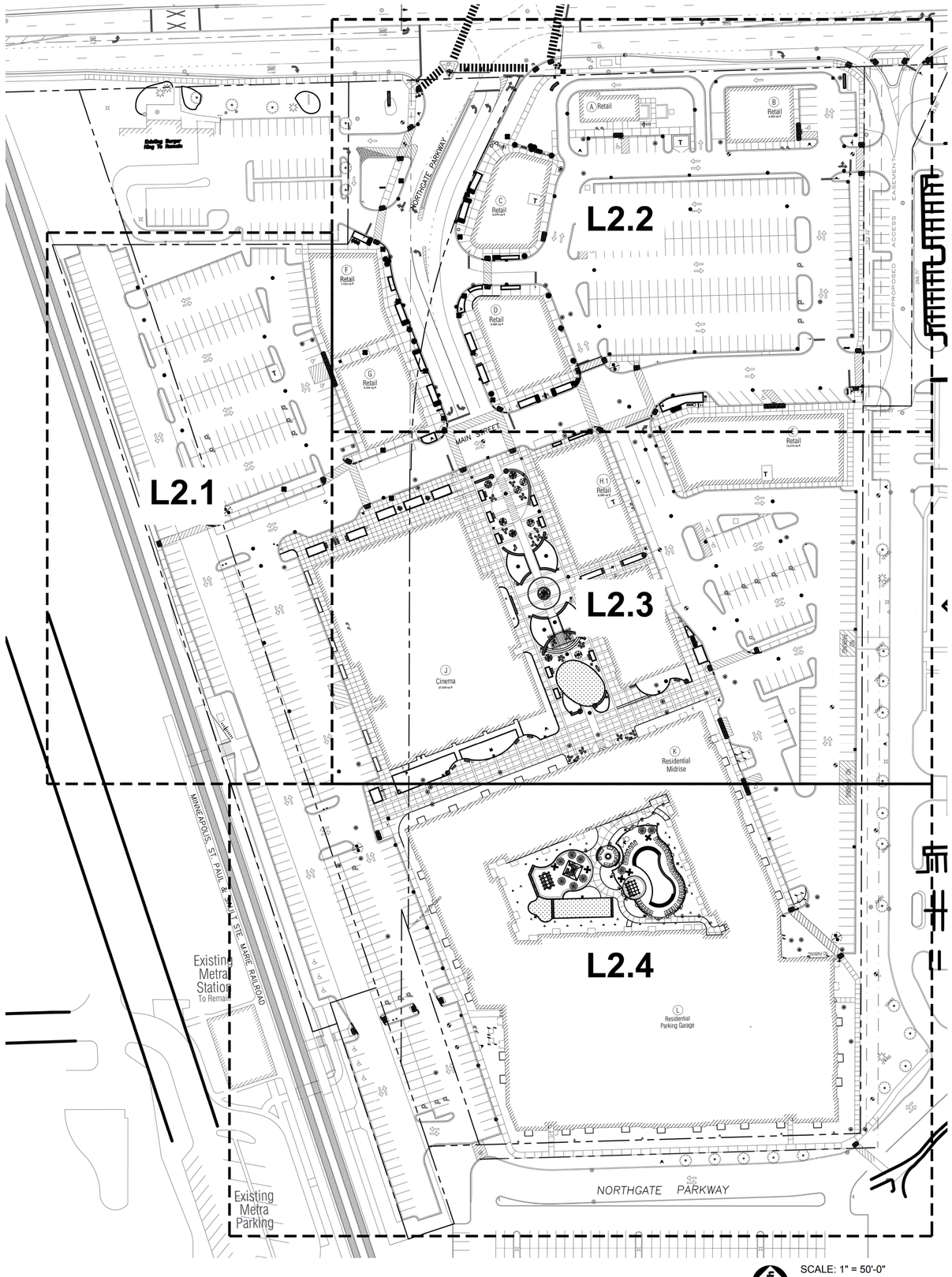


SCALE: 1" = 50'-0"

0 25' 50' 100' 150'

## GENERAL NOTES: LAYOUT

1. It is the responsibility of the Contractor to perform layout of all project elements and points for review by Owner prior to construction. (This work is considered incidental to the project and not paid as a separate bid item).
2. Paving radii shall be formed completely and shall smoothly transition into tangents and adjoining lines.
3. All built elements inclusive of walks, drives, rails and paved areas are to follow ADA per incorporated specifications. Any deviation shall be removed and reinstalled to follow this law.
4. Transitions between paving types (i.e. concrete to asphalt) shall be smooth. Transitions not to exceed 1/8" vertical or horizontal difference.
5. All footings shall be a minimum of 42" deep below finished grade. Where the construction documents or manufacturer specifies deeper footings, those dimensions supercede this note.
6. Finished surfaces to be smooth and even with no abrupt or awkward changes in grade. Paving to meet adjacent grades flush and smooth.
7. No excavations are to be left open to foul weather, rain, snow, etc. which would necessitate further excavation and additional sub grade materials.
8. The contractor shall be responsible for all materials and quantities as required to complete the work in accordance with the plans and specifications. The contractor will notify the Owner's Representative in writing of any discrepancies or changes required to complete the work before any action may be taken. All changes or change orders must be approved by the Owner's Representative and Owner before any changes are executed.
9. Contractor shall follow Village of Wheeling permit requirements as part of the project.

## REFERENCED SPECIFICATIONS AND CODES

1. The Standard Specifications for Road and Bridge Construction (SSRBC), adopted April 1, 2016 adopted by the Illinois department of Transportation, and all amendments thereto the design manual, highway standards, and the culvert manual, also prepared by the Illinois Department of Transportation.
2. The Americans with Disabilities Act and the Illinois Accessibility Code.
3. The Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, and IEPA Standards and Specifications for Soil Erosion and Sedimentation Control.
4. U.S. Soil Conservation Service Field Engineering Handbook
5. All codes and ordinances of the Village of Wheeling, United States Army Corp of Engineers, Illinois Department of Natural Resources, County Soil and Water Conservation Districts , and all agencies having jurisdiction.
6. All requirements of the Occupational Safety and Health Administration.
7. The cited standard specifications, codes and permits, with these construction plans and details, are all to be considered part of the work, incidental items or accessories necessary to complete this work may not be specifically noted but are considered a part of these improvements.
8. In case of conflict, the more restrictive provision shall apply.

## LEGEND

- Bench
- Table
- Umbrella
- Chairs
- Litter Receptacle
- Bike Rack
- Round Planter Pot

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| | 9/1/16 | Final PUD Submittal |
| | 9/20/16 | Final PUD Submittal |

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## OVERALL LAYOUT PLAN & SHEET KEY

NUMBER

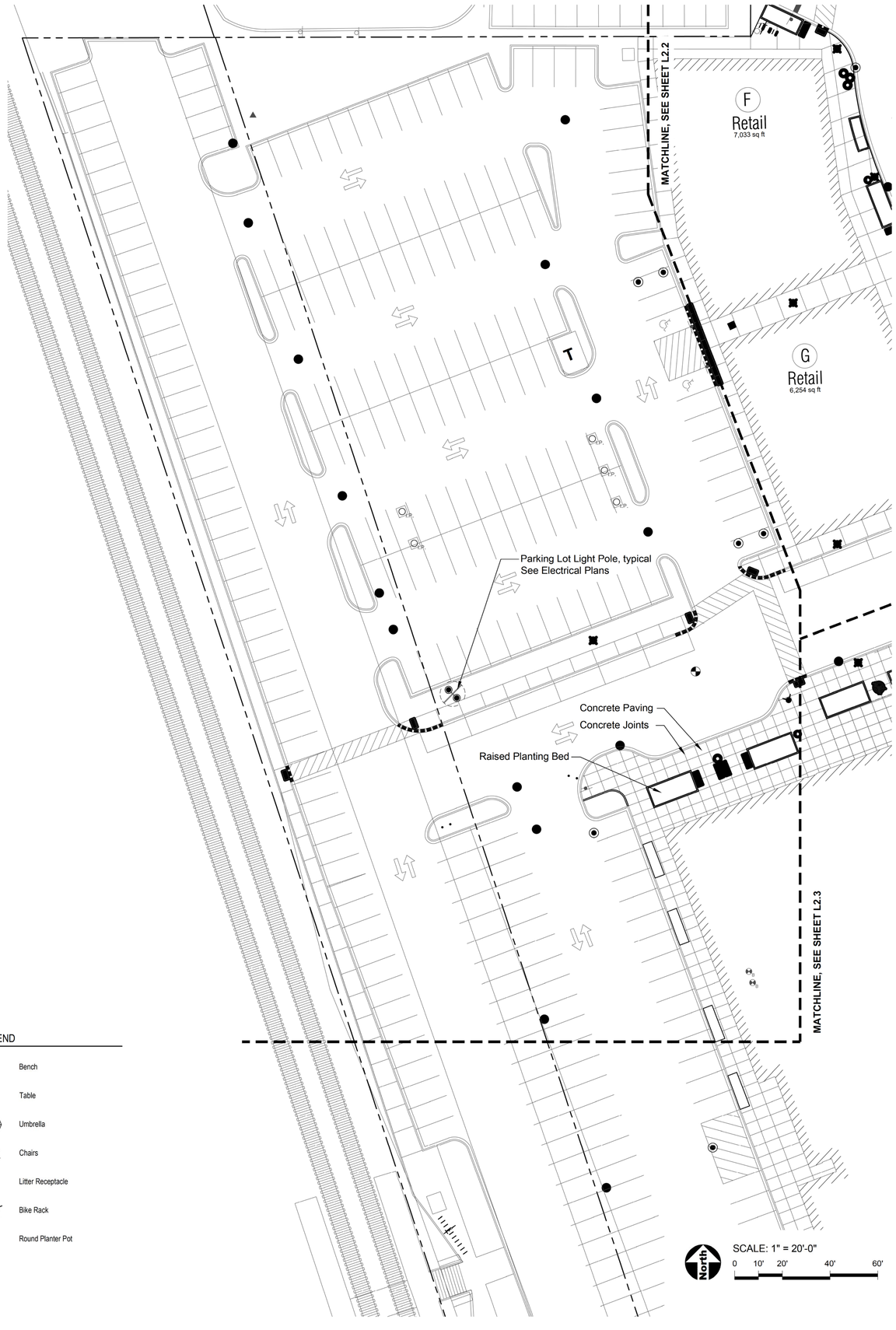
# L2.0

2015 RTKL ASSOCIATES INC.

TIME:

FILE NAME:

Item 6 Agenda




LEGEND

- Bench
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| | 9/20/16 | Final PUD Submittal |

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## LAYOUT PLAN

NUMBER

# L2.1

2015 RTKL ASSOCIATES INC.

TIME:

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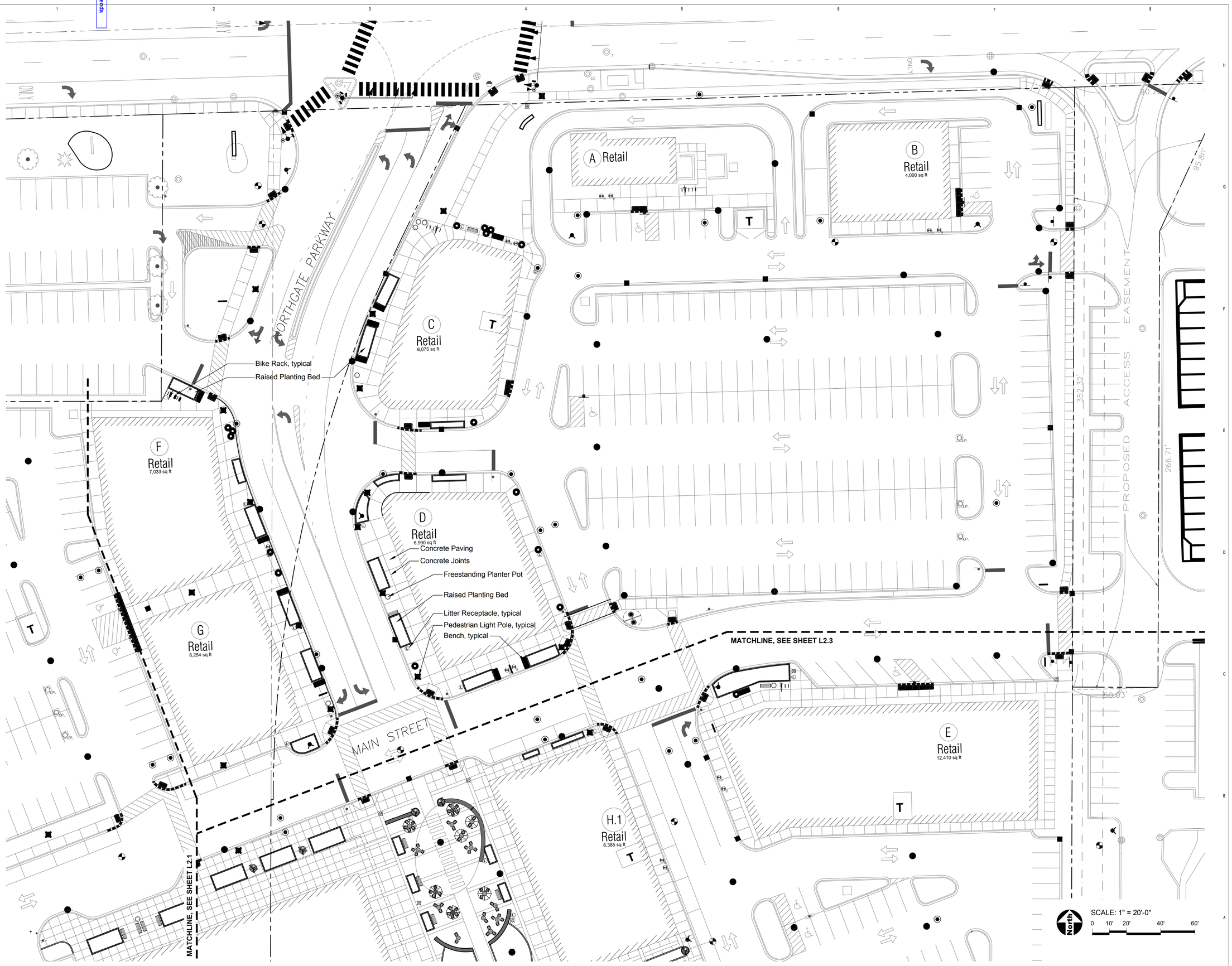
Item to Agenda

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PROJECT

# WHEELING TOWN CENTER

WHEELING

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| | 9/1/16 | Final PUD Submittal |
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## LAYOUT PLAN - NORTHGATE PARKWAY

NUMBER

# L2.2

2015 RTKL ASSOCIATES INC.

TIME:

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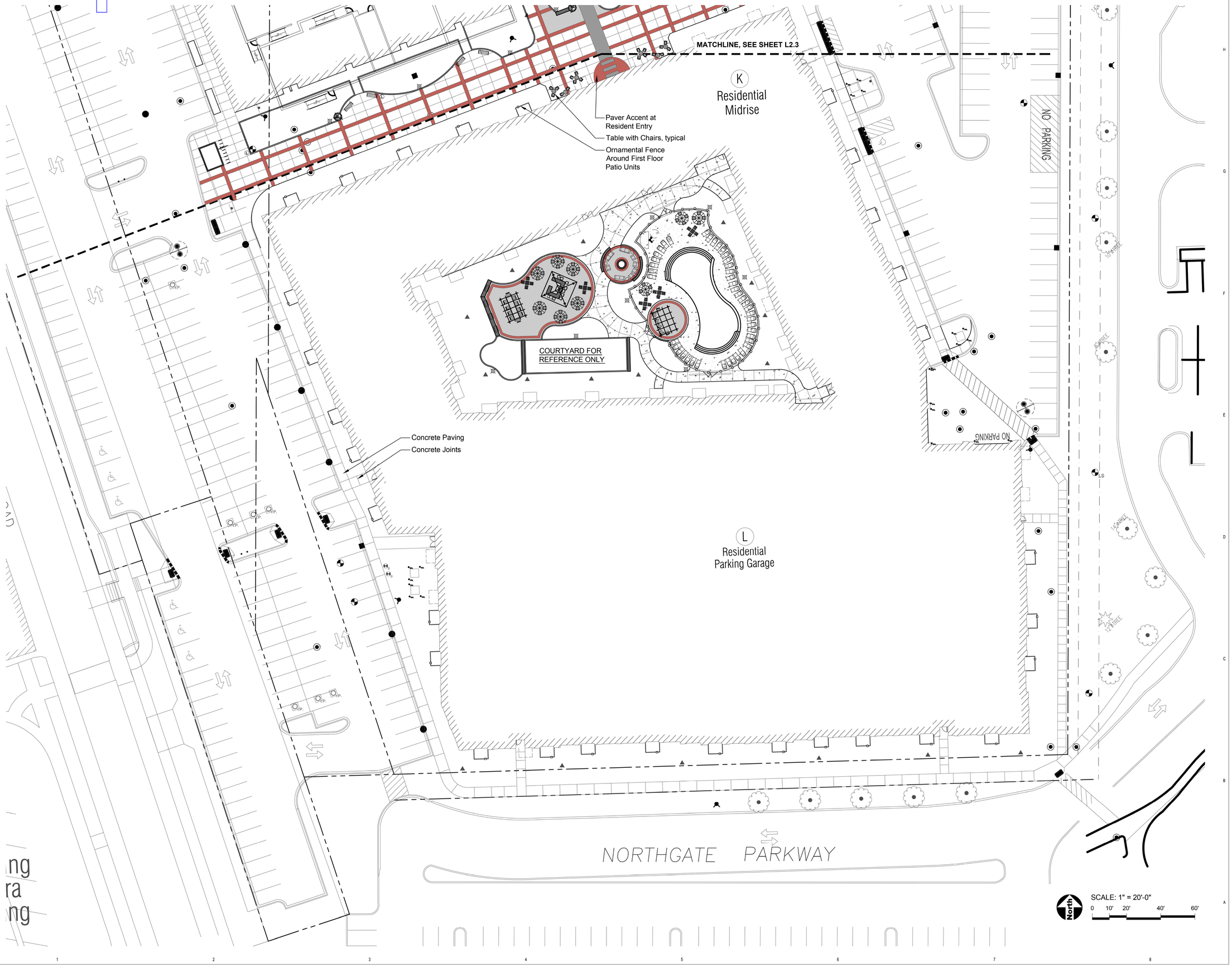
Item 6 Agenda

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# WHEELING TOWN CENTER

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## LAYOUT PLAN

NUMBER

# L2.4

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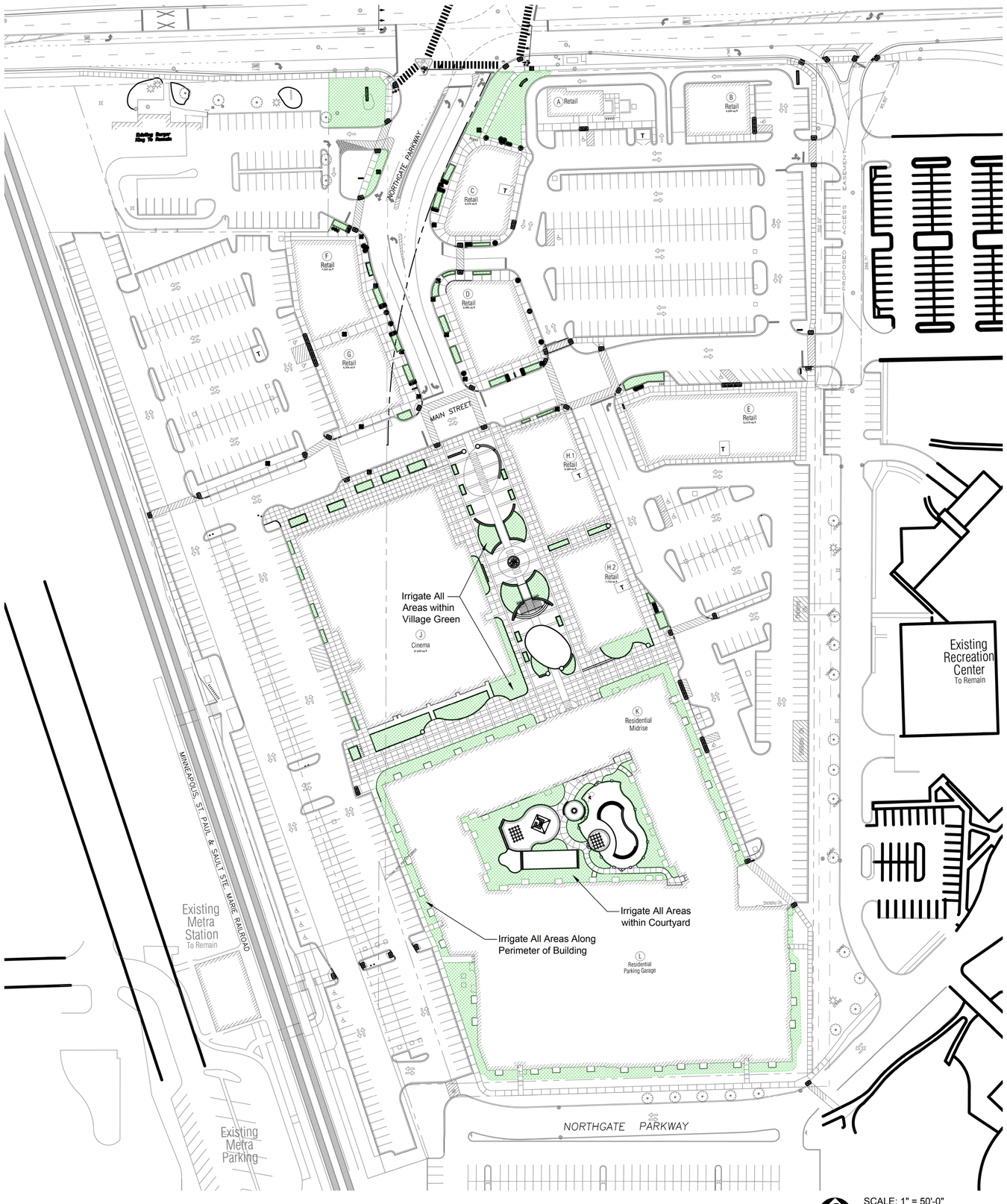


SCALE: 1" = 50'-0"

0 25' 50' 100' 150'

LEGEND

Irrigation Areas

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PROJECT

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WHEELING

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| | 9/20/16 | Final PUD Submittal |

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SHEET IDENTIFICATION

TITLE

## IRRIGATION PLAN

NUMBER

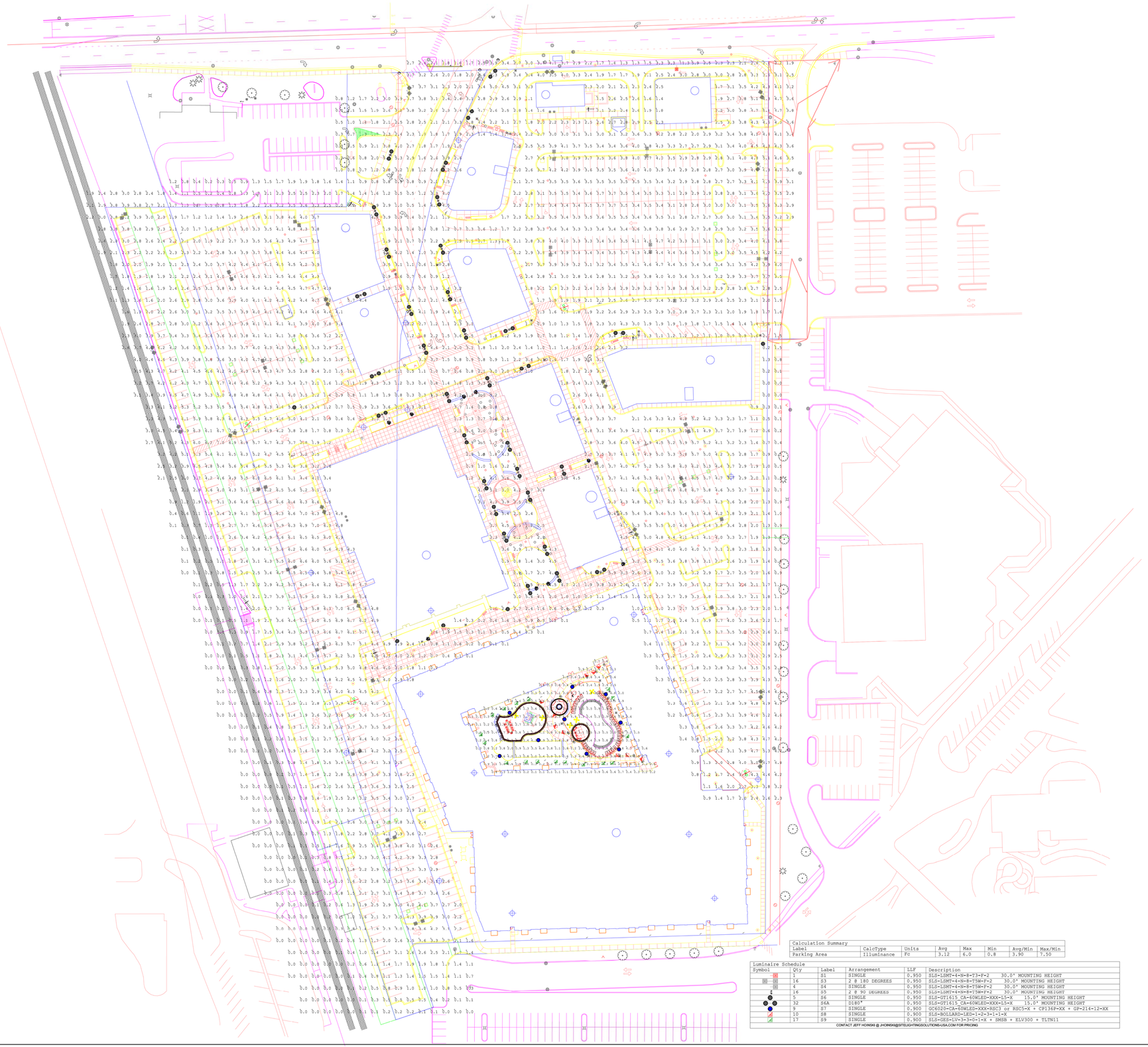
# L3.0

2015 RTKL ASSOCIATES INC.

TIME:

FILE NAME:

Return to Agenda



| Calculation Summary | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
| Parking Area | Illuminance | Fc | 3.12 | 6.0 | 0.8 | 3.90 | 7.50 |

| Luminaire Schedule | | | | | | |
|---|---|---|---|---|---|---|
| Symbol | Qty | Label | Arrangement | LLF | Description | |
| | 1 | S1 | SINGLE | 0.950 | SLS-LSMT-4-N-8-T3-F-2 | 30.0' MOUNTING HEIGHT |
| | 16 | S3 | 2 @ 180 DEGREES | 0.950 | SLS-LSMT-4-N-8-T5W-F-2 | 30.0' MOUNTING HEIGHT |
| | 4 | S4 | SINGLE | 0.950 | SLS-LSMT-4-N-8-T5W-F-2 | 30.0' MOUNTING HEIGHT |
| | 16 | S5 | 2 @ 90 DEGREES | 0.950 | SLS-LSMT-4-N-8-T5W-F-2 | 30.0' MOUNTING HEIGHT |
| | 5 | S6 | SINGLE | 0.950 | SLS-OT1615 CA-60WLED-XXX-L5-X | 15.0' MOUNTING HEIGHT |
| | 32 | S6A | DIR0° | 0.950 | SLS-OT1615 CA-60WLED-XXX-L5-X | 15.0' MOUNTING HEIGHT |
| | 9 | S7 | SINGLE | 0.900 | GC6020-CA-60WLED-XXX-RSC3 or RSC5-X + CP1362P-XX + GP-214-12-XX | |
| | 10 | S8 | SINGLE | 0.900 | SLS-BOLLARD-LED-1-2-3-1-1-X | |
| | 17 | S9 | SINGLE | 0.900 | SLS-GSE-LV-1-3-0-1-X + SRGB + ELV300 + TLTN11 | |

CONTACT JEFF HONSKI @ JHONSKI@SITELIGHTINGSOLUTIONS-USA.COM FOR PRICING

- THIS PLAN MAY NOT COMPLY WITH LOCAL LIGHTING ORDINACES. IT IS THE RESPONSIBILITY OF THE OWNER OR THE OWNER'S AGENTS RESPONSIBILITY TO SUBMIT THE SITE PHOTOMETRICS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING.
- THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. CHANGES IN ELECTRICAL SUPPLY, AREA GEOMETRY AND OBJECTS WITHIN THE AREA MAY CAUSE THE ACTUAL LIGHTING RESULTS TO BE DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.
- THIS LAYOUT IS BASED ON .IES FILES THAT WERE LAB TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY.

**Site Lighting Solutions**

**2707 SATSUMA**

**DALLAS, TX 75229**

**Project PM:**

**J.A.H**

**Wheeling Town Center**

**Wheeling, IL**

**Revsions:**

**(1) 09/01/16**

**FINAL PUD SUBMITTAL**

Exhibit recevied September 1, 2016

**Drawing Number:**

**SL-100**

**Date:**

**9/1/2016**

**Scale:**

**1" = 60'**

Return to Agenda

PIN:
03-11-100-021
03-10-202-002
03-10-202-003
03-10-202-006

# Wheeling Town Center

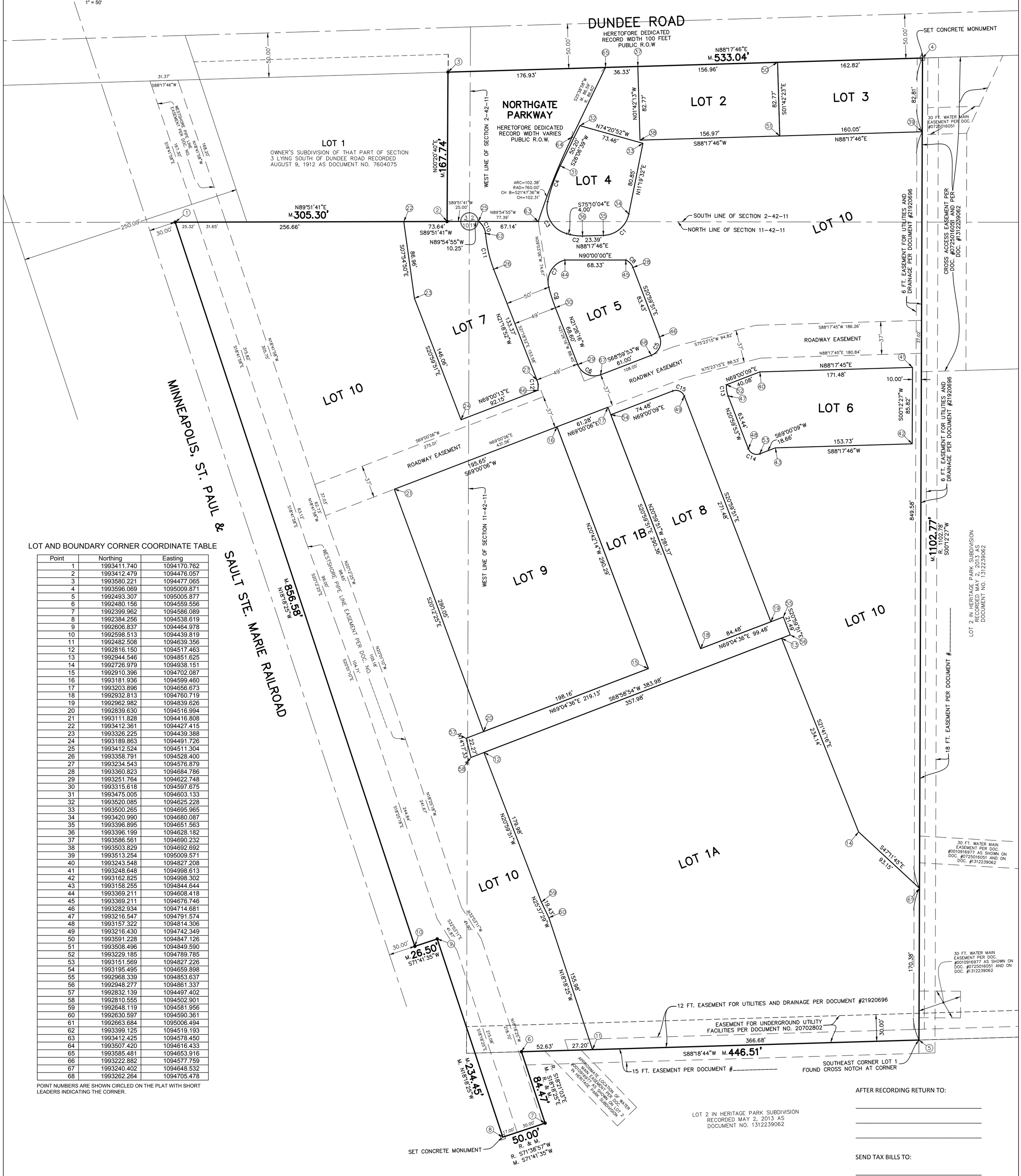
being a Subdivision of part of the West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, all in Township 42 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

LOTS CREATED BY THIS SUBDIVISION
SEE PAGE 2 FOR SURVEY DETAILS

PRELIMINARY

RESERVED FOR THE RECORDER OF DEEDS

GRAPHIC SCALE
50 0 25 50
( IN FEET )
1" = 50'




LOT AND BOUNDARY CORNER COORDINATE TABLE

| Point | Northing | Easting |
|---|---|---|
| 1 | 1993411.740 | 1094170.762 |
| 2 | 1993412.479 | 1094476.057 |
| 3 | 1993580.221 | 1094477.065 |
| 4 | 1993596.069 | 1095009.871 |
| 5 | 1992493.307 | 1095005.877 |
| 6 | 1992480.156 | 1094559.556 |
| 7 | 1992399.962 | 1094586.089 |
| 8 | 1992384.256 | 1094538.619 |
| 9 | 1992606.837 | 1094464.978 |
| 10 | 1992598.513 | 1094439.819 |
| 11 | 1992482.508 | 1094639.356 |
| 12 | 1992816.150 | 1094517.463 |
| 13 | 1992944.546 | 1094851.625 |
| 14 | 1992726.979 | 1094938.151 |
| 15 | 1992910.396 | 1094702.087 |
| 16 | 1993181.936 | 1094599.460 |
| 17 | 1993203.896 | 1094656.673 |
| 18 | 1992932.813 | 1094760.719 |
| 19 | 1992962.982 | 1094839.626 |
| 20 | 1992839.630 | 1094516.994 |
| 21 | 1993111.828 | 1094416.808 |
| 22 | 1993412.361 | 1094427.415 |
| 23 | 1993326.225 | 1094439.388 |
| 24 | 1993189.863 | 1094491.726 |
| 25 | 1993412.524 | 1094511.304 |
| 26 | 1993358.791 | 1094528.400 |
| 27 | 1993234.543 | 1094576.879 |
| 28 | 1993360.823 | 1094684.786 |
| 29 | 1993251.764 | 1094622.748 |
| 30 | 1993315.618 | 1094597.675 |
| 31 | 1993475.005 | 1094603.133 |
| 32 | 1993520.085 | 1094625.228 |
| 33 | 1993500.265 | 1094695.965 |
| 34 | 1993420.990 | 1094680.087 |
| 35 | 1993396.895 | 1094651.563 |
| 36 | 1993396.199 | 1094628.182 |
| 37 | 1993586.561 | 1094690.232 |
| 38 | 1993503.829 | 1094692.692 |
| 39 | 1993513.254 | 1095009.571 |
| 40 | 1993243.548 | 1094827.208 |
| 41 | 1993248.648 | 1094998.613 |
| 42 | 1993162.825 | 1094998.302 |
| 43 | 1993158.255 | 1094844.644 |
| 44 | 1993369.211 | 1094608.418 |
| 45 | 1993369.211 | 1094676.746 |
| 46 | 1993282.934 | 1094714.681 |
| 47 | 1993216.547 | 1094791.574 |
| 48 | 1993157.322 | 1094814.306 |
| 49 | 1993216.430 | 1094742.349 |
| 50 | 1993591.228 | 1094847.126 |
| 51 | 1993508.496 | 1094849.590 |
| 52 | 1993229.185 | 1094789.785 |
| 53 | 1993151.569 | 1094827.226 |
| 54 | 1993195.495 | 1094659.898 |
| 55 | 1992968.339 | 1094853.637 |
| 56 | 1992948.277 | 1094861.337 |
| 57 | 1992832.139 | 1094497.402 |
| 58 | 1992810.555 | 1094502.901 |
| 59 | 1992648.119 | 1094581.956 |
| 60 | 1992630.597 | 1094590.361 |
| 61 | 1992663.684 | 1095006.494 |
| 62 | 1993399.125 | 1094519.193 |
| 63 | 1993412.425 | 1094578.450 |
| 64 | 1993507.420 | 1094616.433 |
| 65 | 1993585.481 | 1094653.916 |
| 66 | 1993222.882 | 1094577.759 |
| 67 | 1993240.402 | 1094648.532 |
| 68 | 1993262.264 | 1094705.478 |

POINT NUMBERS ARE SHOWN CIRCLED ON THE PLAT WITH SHORT LEADERS INDICATING THE CORNER.

AFTER RECORDING RETURN TO:

SEND TAX BILLS TO:

REVISED: AUGUST 31, 2016

| | | |
|---|---|---|
| ORDERED BY: WTC LLC | CHECKED: | DRAWN: RJT |
| ADDRESS: WHEELING TOWN CENTER | | |


GREMLEY & BIEDERMANN
A Division of PLCS, Corporation
License No. 184-005332 Expires 4-30-2017
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102 Fax: (773) 286-4184 Email: INFO@PLCS-Survey.com


| ORDER NO. | DATE: AUGUST 29, 2016 | PAGE NO. |
|---|---|---|
| 2016-22647-001 | SCALE: 1 INCH = 50 FEET | 1 OF 3 |

G:\CAD\2016\2016-22647\2016-22647-001 p1.dwg

Exhibit received September 1, 2016

SURVEY NOTES:

- SET IRON ROD AT CORNER.

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON RODS OR CROSS NOTCHES TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

AREA TABLE

| | SQ. FT. | ACRES |
|---|---|---|
| LOT 1A | 154970 | 3.56 |
| LOT 1B | 26352 | 0.61 |
| LOT 2 | 12992 | 0.30 |
| LOT 3 | 13362 | 0.31 |
| LOT 4 | 9726 | 0.22 |
| LOT 5 | 11891 | 0.27 |
| LOT 6 | 16989 | 0.39 |
| LOT 7 | 20174 | 0.46 |
| LOT 8 | 23752 | 0.55 |
| LOT 9 | 57132 | 1.31 |
| LOT 10 | 357738 | 8.21 |
| ROAD | 23273 | 0.53 |
| TOTAL | 728351 | 16.72 |

CURVE TABLE

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 40.30' | 30.00' | 76°58'15" | N49°48'40"E | 37.34' |
| C2 | 14.00' | 48.50' | 16°32'10" | N83°26'09"W | 13.95' |
| C3 | 46.31' | 30.00' | 88°26'45" | S30°56'41"E | 41.85' |
| C4 | 42.80' | 200.25' | 12°14'49" | S19°24'06"W | 42.72' |
| C5 | 25.13' | 16.00' | 89°59'45" | S24°00'01"W | 22.63' |
| C6 | 31.26' | 20.00' | 89°33'51" | N66°13'11"W | 28.18' |
| C7 | 39.55' | 25.00' | 90°38'13" | S30°49'54"W | 35.55' |
| C8 | 11.93' | 15.00' | 45°34'27" | N43°47'05"W | 11.62' |
| C9 | 24.26' | 200.00' | 6°57'04" | N17°57'44"W | 24.25' |
| C10 | 15.97' | 20.00' | 45°45'03" | N30°29'30"W | 15.55' |
| C11 | 41.52' | 141.33' | 16°49'58" | S12°51'29"E | 41.37' |
| C12 | 11.87' | 20.00' | 33°59'54" | N04°18'56"W | 11.69' |
| C13 | 12.87' | 28.50' | 25°52'46" | N08°03'31"W | 12.76' |
| C14 | 15.71' | 10.00' | 89°59'59" | N65°59'52"W | 14.14' |
| C15 | 15.71' | 10.00' | 90°00'00" | S65°59'51"E | 14.14' |

NOTE: BOTH THE ARC LENGTHS AND CHORD LENGTHS ARE SHOWN FOR ALL CURVES.

Return to Agenda

# Wheeling Town Center

being a Subdivision of part of the West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, all in Township 42 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

PROPERTY SURVEYED FOR THIS SUBDIVISION
SEE PAGE 1 FOR LOTS CREATED BY THIS SUBDIVISION

PRELIMINARY

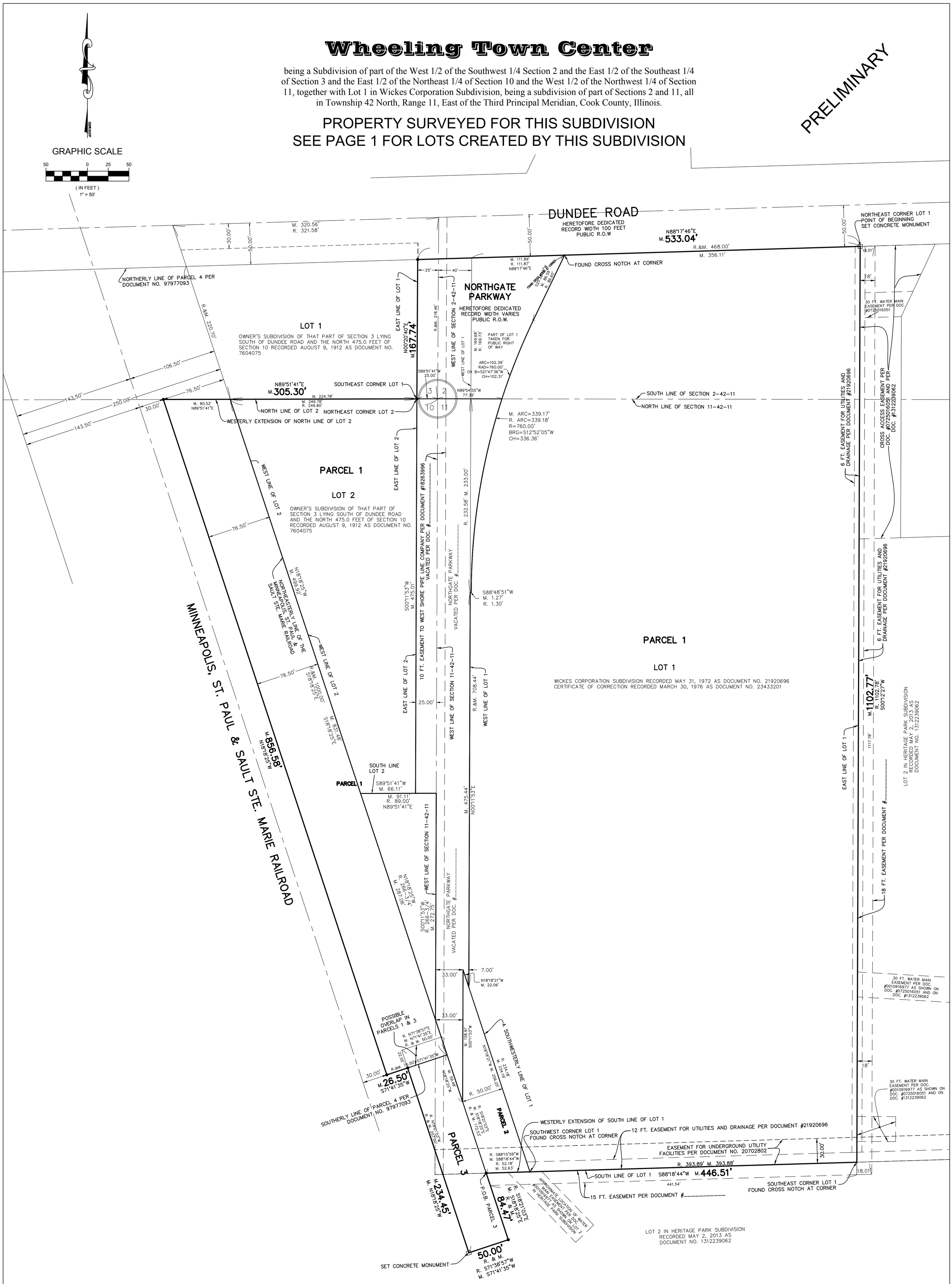



Exhibit received September 1, 2016

REVISED: AUGUST 31, 2016

| ORDERED BY: WTC LLC | CHECKED: | DRAWN: RJT |
|---|---|---|
| ADDRESS: WHEELING TOWN CENTER | | |

GREMLEY & BIEDERMANN
A DIVISION OF PLCS, CORPORATION
LICENSE NO. 184-005332 EXPIRES 4-30-2017
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

| ORDER NO. | DATE: | PAGE NO. |
|---|---|---|
| 2016-22647-001 | AUGUST 29, 2016 | 2 OF 3 |
| | SCALE: 1 INCH = 50 FEET | |

G:\CAD\2016\2016-22647\2016-22647-001 pg 2-3.dwg

SURVEY NOTES:

- SET IRON ROD AT CORNER.

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

Return to Agenda

# Wheeling Town Center

being a Subdivision of part of the West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, all in Township 42 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

PRELIMINARY

**Owner Certificate**
State of Illinois )
) s.s.
County of Cook )

WTC, LLC, an Illinois limited liability company, does hereby certify that it is part owner of the property certified hereon and that it has caused the said property to be surveyed and subdivided as shown hereon.

Dated: _____ A.D. 20__.

By:
_____
Its: _____

**Nortary Certificate**
State of Illinois )
) s.s.
County of Cook )

I, _____ , a notary public in and for the county in the state aforesaid, do hereby certify that _____, _____ of said limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, as owner of the property, for the uses and purposes therein set forth. Given under my hand and notarial seal this ____ day of _____, A.D. 20__.

_____
Notary Public

**Owner Certificate**
State of Illinois )
) s.s.
County of Cook )

WTC Residential development, LLC, an Illinois limited liability company, does hereby certify that it is part owner of the property certified hereon and that it has caused the said property to be surveyed and subdivided as shown hereon.

Dated: _____ A.D. 20__.

By:
_____
Its: _____

**Nortary Certificate**
State of Illinois )
) s.s.
County of Cook )

I, _____ , a notary public in and for the county in the state aforesaid, do hereby certify that _____, _____ of said limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, as owner of the property, for the uses and purposes therein set forth. Given under my hand and notarial seal this ____ day of _____, A.D. 20__.

_____
Notary Public

**County Clerk Certificate**
State of Illinois )
) s.s.
County of Cook )

I do not find any delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land described in the annexed plat.

Dated this _____ day of _____, 20__.

_____
County Clerk

**Village Collector Certificate**
State of Illinois )
) s.s.
County of Cook )

I, _____, Village Collector of the Village of Wheeling, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments due against the tract of land described in the annexed plat.

Dated this _____ day of _____, 20__.

_____
Village Collector

**Village Engineer Certificate**
Approved by the Village Engineer of the Village of Wheeling, Cook and Lake Counties, Illinois.

Dated this _____ day of _____, 20__.

_____
Village Engineer

**Village Board Certificate**
State of Illinois )
) s.s.
County of Cook )

Accepted and approved by the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois.

Dated this _____ day of _____, 20__.

By:
_____
President

Attest:
_____
Village Clerk

**Village Plan Commission Certificate**
State of Illinois )
) s.s.
County of Cook )

Approved by the Plan Commission of the Village of Wheeling, Cook and Lake Counties, Illinois.

Dated this _____ day of _____, 20__.

_____
Chairman

_____
Secretary

**Drainage Certificate**
State of Illinois )
) s.s.
County of Cook )

We, the undersigned, do hereby certify that to the best of our knowledge and belief the drainage of surface waters will not be changed by the construction of this subdivision or that if they are, that adequate provisions, within acceptable engineering design standards, have been made for the collection and conveyance of such surface waters from said subdivision to public designated drainage areas, drains or open drainage channels which the subdivider has a right to use and provisions have been made to protect and safeguard adjoining property owners against damages sustained as a result of storm water drainage from said construction.

Dated this _____ day of _____, 20__.

_____
Illinois Registered Professional Engineer No._____

_____
Owner or Attorney

_____
Owner or Attorney

**Illinois Department of Transportation Certificate**
This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to section 2 of "AN ACT TO REVISE THE LAW IN RELATION TO PLATS" as amended. A plan that meets the requirements contained in the department's "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" will be required by the department.

Dated this _____ day of _____, A. D. 20__.

_____
District Engineer
Illinois Department of Transportation

**Note: This Subdivision is within one and one-half miles of a municipality that has a comprehensive plan.**

**SURVEYORS CERTIFICATE**
State of Illinois )
) s.s.
County of Cook )

I, _____, a Professional Illinois Land Surveyor, do hereby certify that I have surveyed and subdivided:

**Parcel 1**
That part of West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11,

Together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696,

Together with Lot 2 in Owner's Subdivision of that part of Section 3 lying South of Dundee Road and the North 475.00 feet of Section 10, both lying East of the Wisconsin Central Railroad, in Township 42 North, Range 11, East of the Third Principal Meridian, recorded August 9, 1922 as document 7604075,

Together with that part of the public way commonly known as Northgate Parkway lying in Sections 2, 3, 10 and 11,

Together with that part of the Minneapolis, Saint Paul and Sault Saint Marie Railroad right of way lying in Sections 10 and 11,

All in Township 42 North, Range 11, East of the Third Principal Meridian,

All taken as a tract and described as follows:

Beginning at the Northeast corner of Lot 1 in Wickes Corporation Subdivision, aforesaid; thence South 00 degrees 12 minutes 27 seconds West, along the East line of said Lot 1, a distance of 1102.77 feet to the Southeast corner thereof; thence South 88 degrees 18 minutes 44 seconds West, along the South line of said Lot 1, a distance of 393.88 feet to the Southwest corner thereof; thence North 18 degrees 18 minutes 21 seconds West along a Southwesterly line of said Lot 1 and Northwesterly extension thereof, a distance of 256.25 feet to the East line of 33.00 foot wide Northgate Parkway; thence South 00 degrees 11 minutes 53 seconds West along the East line of said Northgate Parkway, 158.91 feet to the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad; thence North 18 degrees 18 minutes 25 seconds West along said Northeasterly right of way line, 59.48 feet; thence South 71 degrees 41 minutes 35 seconds West, 76.50 feet; thence North 18 degrees 18 minutes 25 seconds West, parallel with the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, 856.58 feet to its point of intersection with the Westerly extension of the North line of Lot 2 in Owner's Subdivision, aforesaid; thence North 89 degrees 51 minutes 41 seconds East, along the North line of said Lot 2, a distance of 305.30 feet to the Northeast corner thereof, being also the Southeast corner of Lot 1 in said Owner's Subdivision; thence North 00 degrees 20 minutes 40 seconds East along the East line of said Lot 1 in said Owner's Subdivision, a distance of 167.74 feet to the South line of 100 foot wide Dundee Road; thence North 88 degrees 17 minutes 46 seconds East along the South line of said Dundee Road and the North line of said Lot 1 in Wickes Corporation Subdivision, 533.04 feet to the point of beginning, in Cook County, Illinois;

**Parcel 2**
That part of the West ½ of the Northwest ¼ of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by the following described lines:

On the Northeast by a Southwesterly line of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, and the Northwesterly extension of said Southwesterly line of said Lot 1, and

On the West by a line 33 feet East of and parallel to the West line of said West ½ of the Northwest ¼ of Section 11, and

On the Southwest by the Easterly (or Northeasterly) right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, and

On the South by the Westerly extension of the South line of said Lot 1 in said Wickes Corporation Subdivision,

In Cook County, Illinois;

**Parcel 3**
That part of the West 1/2 of the Northwest 1/4 of Section 11 and that part of the East 1/2 of the Northeast 1/4 of Section 10, both in Township 42 North, Range 11 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696; thence South 88 degrees 15 minutes 59 seconds West along the South line, extended, of said Lot 1, a distance of 52.18 feet to a point on the original Easterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad for the point of beginning;

Thence South 18 degrees 21 minutes 03 seconds East along said Easterly right of way line, a distance of 84.47 feet; thence South 71 degrees 38 minutes 57 seconds West, a distance of 50.00 feet; thence North 18 degrees 21 minutes 03 seconds West parallel with said Easterly right of way line, a distance of 257.00 feet; thence North 71 degrees 38 minutes 57 seconds East, a distance of 50.00 feet to a point on said Easterly right of way line; thence South 18 degrees 21 minutes 03 seconds East along said right of way line, a distance of 172.53 feet to the point of beginning, in Cook County, Illinois, in the manner represented on the plat hereon drawn.

Containing 728,351 square feet or 16.72 acres, more or less.

I further certify that the property described hereon is located within the corporate limits of the Village of Wheeling, Cook County, Illinois and that the village has adopted an official plan.

I further certify that the property appears in "other areas" zone x and "other flood areas" zone x per Flood Insurance Rate Map Cook County, Illinois and Incorporated Areas, Map No. 17031C 0068J, Effective date August 19, 2008.

Dimensions are shown in feet and decimal parts thereof and are corrected to a temperature of 62° Fahrenheit.

Field measurements completed on April 9, 2016.

Signed on _____.

By:

_____

Professional Illinois Land Surveyor No. _____
My license expires November 30, 2016

Exhibit received September 1, 2016

REVISED: AUGUST 31, 2016

| | | | |
|---|---|---|---|
| ORDERED BY: WTC LLC | | CHECKED: | DRAWN: RJT |
| ADDRESS: WHEELING TOWN CENTER | | | |

GREMLEY & BIEDERMANN
A DIVISION OF PLCS, CORPORATION
LICENSE NO. 184-005332 EXPIRES 4-30-2017
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

| | | |
|---|---|---|
| ORDER NO. 2016-22647-001 | DATE: AUGUST 29, 2016<br>SCALE: 1 INCH = 50 FEET | PAGE NO. 3 OF 3 |

G:\CAD\2016\2016-22647\2016-22647-001 pg 2-3.dwg

Return to Agenda

September 2016

# Wheeling Town Center

## Traffic Study Update

Prepared for:

WTC Development

Eriksson Engineering Associates, Ltd.

145 Commerce Drive, Suite A
Grayslake, IL 60030
(847) 223-4804

601 W. Randolph St., Suite 500
Chicago, IL 60661
(312) 463-0551

Exhibit received September 7, 2016

This report summarizes Eriksson Engineering Associates' (EEA) update of the traffic study for the Wheeling Town Center's Final Planned Unit Development (PUD) in Wheeling, Illinois.

The Preliminary Planned Unit Development (PUD) plan was approved in January, 2016 with 295 apartments, a 38,000 square foot cinema, and 63,442 square feet of retail, bank, and restaurant buildings. Existing Metra commuter parking on the site was maintained. A traffic study was completed in October, 2015 that analyzed impact of those uses on area traffic conditions.

The Final PUD plan is an update to the Preliminary PUD and reflects changes from the detailed engineering plans, revised building plans, and comments from the Illinois Department of Transportation (IDOT). It also reflects the new land plan with of 301 apartments, a 38,172 square foot cinema, and 60,772 square feet of retail, bank, and restaurant buildings. This report reviews the changes to the site plan and their impact on traffic conditions.

Changes to the Final PUD plan included:

1. A new theater operator and floor plan with a reduction in the number of seats from 972 to 795 seats and the elimination of the brewpub (-60 seats).
2. Building B increased in size from 3,404 to 3,996 square feet and changed its use from a bank to a restaurant.
3. The apartment building increased from 295 to 301 units.
4. The maximum permissible building space for restaurants was increased from 20,000 to 30,000 square feet.
5. Total commercial building area decreased from 101,451 to 98,944 square feet (-2.5%).

**Trip Generation Rates**

Traffic estimates were made for the new plan using data provided by the Institute of Transportation Engineer's *Trip Generation* 9th Ed. manual which contains trip generation surveys of the proposed land-uses. These trip generation rates do not assume the use of public transportation by residents or employees and any linked trips between uses on-site. Linked trips are those trips when a person drives to the site and visits several of the individual uses within the development in that single visit.

**Table 1** provides the total trip generation estimate from the October 2015 traffic study. **Table 2** shows the revised estimate based on the changes for the Final PUD. During the morning peak-hour, the overall trip generation increases by a nominal 2% or 10 vehicles per hour which will not have a material effect on the traffic study results. The evening and Saturday peak-hours have lower traffic volumes (-10% evening and -6% Saturday) due to the changes to the plan.

**Table 1**
**Wheeling Town Center Trip Generation Estimates**
**(From the October 2015 Report)**

| Land Use | ITE LUC | Size | AM Peak Hour | | | PM Peak Hour | | | Saturday Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | In | Out | Total | In | Out | Total | In | Out | Total |
| Apartments | 220 | 295 Units | 30 | 119 | 149 | 117 | 63 | 180 | 70 | 70 | 140 |
| Theater | 445 | 1,032 seats | - | - | - | 62 | 41 | 103 | 66 | 27 | 93 |
| Retail | 820 | 38,320 sq. ft. | 23 | 14 | 37 | 68 | 74 | 142 | 92 | 92 | 184 |
| Bank | 912 | 3,404 sq. ft. | 23 | 18 | 41 | 41 | 41 | 82 | 46 | 44 | 90 |
| Coffee | 937 | 1,716 sq. ft. | 88 | 85 | 173 | 37 | 37 | 74 | 73 | 73 | 146 |
| High Turn-Over Restaurant | 932 | 10,000 sq. ft. | 59 | 49 | 108 | 59 | 39 | 98 | 75 | 66 | 141 |
| Quality Restaurant | 931 | 10,000 sq. ft. | 4 | 4 | 8 | 50 | 25 | 75 | 64 | 44 | 108 |
| | | **Total** | **227** | **289** | **516** | **434** | **320** | **754** | **486** | **416** | **902** |

**Table 2**
**Wheeling Town Center Trip Generation Estimates**
**(Revised with Final PUD Site Plan)**

| Land Use | ITE LUC | Size | AM Peak Hour | | | PM Peak Hour | | | Saturday Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | In | Out | Total | In | Out | Total | In | Out | Total |
| Apartments | 220 | 301 Units | 30 | 121 | 151 | 119 | 64 | 183 | 71 | 71 | 142 |
| Theater | 445 | 795 seats | - | - | - | 30 | 20 | 50 | 32 | 12 | 44 |
| Retail | 820 | 29,056 sq. ft. | 17 | 11 | 28 | 52 | 56 | 108 | 70 | 70 | 140 |
| Coffee | 937 | 1,716 sq. ft. | 88 | 85 | 173 | 37 | 37 | 74 | 73 | 73 | 146 |
| High Turn-Over Restaurant | 932 | 15,000 sq. ft. | 89 | 73 | 162 | 89 | 59 | 148 | 112 | 99 | 211 |
| Quality Restaurant | 931 | 15,000 sq. ft. | 6 | 6 | 12 | 75 | 37 | 112 | 96 | 67 | 163 |
| | | **Final PUD Total** | **230** | **296** | **526** | **402** | **273** | **675** | **454** | **392** | **846** |
| **Table 1-October Preliminary PUD Total** | | | **227** | **289** | **516** | **434** | **320** | **754** | **486** | **416** | **902** |
| | | **Net Change** | **+3** | **+7** | **+10** | **-32** | **-47** | **-79** | **-32** | **-24** | **-56** |

Overall, the changes included in the Final PUD plan will a neutral or positive impact on traffic conditions and not require any additional roadway improvements.

**Illinois Department of Transportation Status**

The roadway and traffic signal improvements to Dundee Road at Northgate Parkway and the modification of the Park District easement right-in and –out for Wheeling Town Center are undergoing the IDOT review and approval process. The process involves two steps. First, an Intersection Design Study (IDS) is submitted to determine the configuration and extent of the roadway/signal improvements for approval prior to completion of the detailed construction plans. After the IDS is approved, the detailed roadway and traffic signal construction plans are prepared, reviewed, and approved. Overall, this process takes approximately one year.

Since the approval of the preliminary PUD, an Intersection Design Study (IDS) was submitted to IDOT in April for their review. Comments were received from IDOT in mid-July that were addressed by EEA and resubmitted in early August. The IDOT comments on the IDS did not require a northbound right-turn lane on Northgate Parkway exiting WTC and did not change the outside curb lines of the intersection.

Comments were made on the location of stop bars, turn-lane striping, and other detailed information which was incorporated. A number of the IDOT comments were repetitive since EEA did not receive the December comments prior to their first submittal. A copy of the revised IDS and the disposition letter is attached in the **Appendix.**

A summary of the comments

1. Reduce the regional traffic growth factor from 1%/year to 0.31%/year from the CMAP data.
2. Update the traffic study.
3. Revise to the input factors for the intersection capacity analyses.
4. Provide additional labeling or dimensioning
5. Update the tables to reflect the changes in the traffic volumes from Item 1.
6. Use revised Design Exception forms.
7. Update truck turning paths and stop bar locations.

After the first IDS submission, PACE requested that bus stop pads and shelters be included on the north and south side of Dundee Road just east of Northgate Parkway. These have been incorporated into the IDS revised in August. The proposed bus pad on the south side of Dundee Road did shorten the eastbound right-turn lane at the shared right-in and –out driveway between WTC and the Park District property.

**Conclusion**

The changes made to the Wheeling Town Center Final PUD land plan did not alter the transportation recommendations for the site due to the minimal change or reduction in traffic volumes. Comments have been received by the Illinois Department of Transportation that did not materially impact the extent of the road improvements.

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# Wheeling Town Center
# Traffic Appendix

- **Dundee Road and Northgate Parkway IDS (August 2016)**

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August 11, 2016

Mr. Jonathan E. Karabowicz, P.E.
Area Permit Engineer
Illinois Department of Transportation
Region 1 / District 1 / Bureau of Traffic
201 West Center Court
Schaumburg, IL 60196

PERMITS
Permit No. 016-68435
Location: Dundee Road (IL 68) at Northgate Parkway
Municipality: Village of Wheeling, Cook Co.
RE: Wheeling Town Center

Dear Jonathan,

Please find enclosed copies of the following documents:

1. IDOT Comment Originals and Redline Markups
2. Revised Traffic Impact Study (2)
3. Intersection Design Study (IDS) for Dundee Road (IL 68) and Northgate Parkway (3)
4. HCM Intersection Capacity Analyses (2)
5. Design Exceptions Forms and Summary Table (2)
6. Queue Calculation Table (2)

**Geometrics Studies Unit (December 4, 2015)**

**Summary of TIS Comments:**

1. Please provide an EB Right Turn Slip Lane on IL 68 (Dundee Rd) at Northgate Parkway per FHWA's guidance (attached), if possible. The skew of the intersection may prevent its implementation. **Response: Upon further analysis and cooperation of the Burger King property owner, an eastbound right-turn lane has been incorporated into the IDS.**

2. Please provide a NB Right turn lane. **Response: The attached IDS and capacity analyses indicate that the right-turn lane is not needed due to low right-turning volumes (46-72 vph) and the proposed right-in/out driveway serving the site to the east and the internal connection to the proposed traffic signal at Community Boulevard also to the east to serve right-turning traffic.**

3. Please revise the existing traffic volumes as marked in Figure 3 per the Traffic Counts. **Response: Revised as noted.**

4. Please show the distance between intersections/accesses as marked in Figure 3. **Response: Revised as noted.**

5. Please revise the Trip Generation Estimates as marked in Table 1. **Response: Revised as noted.**

6. Please contact CMAP for future ADT and/or the growth rate. In addition, please add the CMAP correspondence to the TIS. **Response: The CMAP letter is included in the TIS and the traffic volumes were adjusted.**

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Grayslake ■ Chicago

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7. Please revise Figures 5, 6, & 7 due to the changes from the previously mentioned comments. **Response: Revised as noted.**

8. Please make sure the sidewalk along IL 68 (Dundee Rd) ties into an adjacent pedestrian/bike path. **Response: So noted.**

9. Please restripe SB Northgate Parkway to provide a dedicated left lane, shared through/right lane, and a dedicated right lane. **Response: Revised as noted.**

**Summary of HCS 2010 Comments:**

10. Please change the PHF to 0.95 in all analyses except for existing. **Response: Revised as requested.**

11. Please revise the Demand according to the changes made from the TIS comments. **Response: Revised as requested.**

12. Please use Red Clearance Interval (Rc) of 1sec when left turn movements are protected only. **Response: Revised as requested.**

13. Please use a Minimum Green (Gmin) of 3-sec for all left turn movements, 8-sed for side street through movements, and 15-sed for the IL-68 Through movements. **Response: Revised as requested.**

14. Please set the Passage (PT) to 3-s for all left turn movements, 7-s for the IL-68 Through movements and 4-s for side street Through movements. **Response: Revised as requested.**

15. Please set the Recall Mode to "Off' except for coordinated movements, in which case it should be set to "Min." **Response: Revised as requested.**

16. Please set Dual Entry to "Yes" for all movements except left-turns if they are on arrow only (protected only). **Response: Revised as requested.**

**General Comments:**

17. Please provide an IDS, AutoTurn movements, Red Time Queue Calculations, and Cross Sections with the next submittal. **Response: Information Enclosed.**

18. Please provide a Disposition of Comments with the next submittal. **Response: Information Enclosed.**

19. Please address all other markups. **Response: Information Enclosed.**

20. Please return the marked up TIS, Technical Report and Plans with the next submittal. Response: Information Enclosed. **Response: Information Enclosed.**

**Design Exception Mark-Ups:**

1. Use updated Form 3100 as edited. **Response: Updated BDE Form 3100 was used and edited as shown in mark-ups.**

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**Geometrics Studies Unit (June 7, 2016)**

**Summary of IDS Comments:**

1. Please widen the proposed sidewalk on the south side of IL 68 to make it a side path. **Response: Per discussions and site plan approval from the Village of Wheeling, the existing 5 foot sidewalk was kept.**
2. Please use the most recently updated IDS template. **Response: Revised as requested.**
3. The maximum offset for a through lane across an intersection should be $V^2/_60$:1 per BLRS 34-1.01(c ). GSU recommends striping an unshadowed taper for the SB Left Turn Lane at on the south approach, turning into the SEQ. **Response: The taper was modified as proposed.**
4. Please label all storage lengths, taper rates/lengths, and approach tapers. **Response: revised as requested.**
5. Please label the Centerline offset to the median edge on all approaches. **Response: Revise as requested.**
6. Please verify and revise labels of the storage and taper lengths on the west approach, since they do not seem to match. **Response: Reviewed and modified the storage and taper lengths.**
7. Please provide design dimensions for the EB RI/RO. **Response: Dimensions added as requested.**
8. Please provide a maximum of 15-ft between the Left Turn stop bar and the Through stop bar for each approach. **Response: Dimensions revised as requested.**
9. Please label all stop bars to crosswalk offsets. **Response: Dimensions added as requested.**
10. Please match the design year to the TIS. Currently 2019 and 2026 are both mentioned. **Response: Design Year revised to 2026.**
11. Please see the following list for design exceptions: **Response: So noted.**
12. Please revise the "Total" movements under the Traffic Data. Total movements at an approach include vehicles turning from and turning into that approach. Below is an example. (Total A = AB+AC+AD+BA+CA+DA). **Response: Traffic data revised as requested.**
13. Please revise the curve table data for curve 1. **Response: Revised as requested.**
14. Please revise the red time queue calculations by separating the SB RT movement from the SB TH+RT and separating the WB TH from the WB TH+RT movements. This should also be shown on the IDS (as marked). **Response: Revised as requested.**
15. Please label Dundee Rd as FAP 343A, as marked on the IDS. **Response: Revised as requested.**
16. Please provide a stop bar location at the RI/RO. **Response: Revised as requested.**

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17. Please provide design exceptions for the following details. **Response: DE's provided.**

| Location & Type | Standard vs Design | Standard |
|---|---|---|
| NBLT Storage | 185 vs 130 | BDE Fig. 36-3.1 |
| NBLT Taper | 300 vs 97-ft | BDE Fig. 36-3.0 |
| NB Approach Taper | Unshadowed vs. Shadowed | BDE Fig. 36-3.J |
| NBLT Storage (side road) | 115 vs 40 | BDE Fig. 36-3.J |
| NBLT Taper Rate | 9:1 vs 40-ft | BDE Fig. 36-3.J |
| SBLT Storage (side road) | 115 vs 50-ft | BDE Fig. 36-3.J |
| SBLT Taper (side road) | 9:1 vs 25-ft | BDE Fig. 36-3.J |
| Intersection Offset, SB | V:1 (or VA2/60:1) vs 12:1 | BDE Ch. 36-1.05(c_) |

**Summary of HCS 2010 Comments:**

18. Please revise the AutoTurn movements using single curves or 2-centered curve. **Response: Revised as requested.**

19. Please remove one of the duplicate copies of the NBRT and NBLT movements so it is clearer to see. **Response: Revised as requested.**

20. Please revise all left turns with the relocated Left Turn Stop Bars. **Response: Revised as requested.**

**21.** Please change the PHF to 0.95 in all analyses except for existing. **Response: The projected HCM analyses were revised as requested.**

22. Please revise the Demand according to the changes made from the TIS comments. **Response: Traffic data revised as requested.**

**23.** Please set the Passage (PT) to 3-s for all left turn movements, 7-s for the IL-68 Through movements and 4-s for Side Street Through movements. **Response: Revised as requested.**

24. Please set the Recall Mode for EB & WB Through movements to "Min." Response: **Revised as requested.**

25. Please remove the Right Turn on Red. Response: **Revised as requested.**

26. Please set the Reference point to "Begin." **Response: Revised as requested.**

**General Comments:**

**27.** Please provide a Disposition of Comments with the next submittal for both this and the previous submittal, dated December 4, 2015. **Response: Information Enclosed.**

**28.** Please address all other markups. **Response: Information Enclosed.**

**29.** Please return all marked up plans & TIS with the next submittal. **Response: Information Enclosed.**

**PACE Coordination:**

At the request of PACE, two bus stop pads with shelters (provided by PACE) have been incorporated on the east leg of the intersection. They have requested that the right-deceleration lane for the right-in/out be shortened to fit in a bus stop between the Northgate Parkway radius and the decal lane.

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Thank you for your consideration and feel free to call me at (847) 223-4804 x21 if you have questions.

Very truly yours,

**Eriksson Engineering Associates, Ltd.**

Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

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## SIGNALIZED CAPACITY DESIGN ANALYSIS

PROGRAM USED: HCS 2010 , VERSION: 6.80 SIGNAL TYPE: ACTUATED AREA TYPE: OTHER
NUMBER OF PHASES: (A.M.) 6 (P.M.) 6 (Sat.) 5 CYCLE LENGTH: (A.M.) 140 SEC. (P.M.) 140 SEC. (Sat.) 120 SEC. PEAK HOUR FACTOR: 0.95
INTERSECTION DELAY/LEVEL-OF-SERVICE A.M. 13.9 SECONDS LOS B P.M. 28.1 SECONDS LOS C Sat. 19.6 SECONDS LOS B

| APPROACH | | EASTBOUND (C) | | | WESTBOUND (D) | | | NORTHBOUND (B) | | | SOUTHBOUND (A) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LANE GROUP | | L | T | R | L | T | T/R | L | T/R | ----- | L | T/R | R |
| NUMBER OF LANES | | 1 | 2 | 1 | 1 | 1 | 1 | 2 | 1 | ----- | 1 | 1 | 1 |
| 2026 30TH MAX. HOUR TRAFFIC (veh/h) | A.M. | 418 | 1834 | 97 | 56 | 712 | 72 | 136 | 122 | ----- | 38 | 64 | 161 |
| | P.M. | 153 | 1025 | 161 | 116 | 1505 | 33 | 155 | 217 | ----- | 95 | 109 | 447 |
| | Sat. | 156 | 1408 | 200 | 158 | 1326 | 65 | 237 | 169 | ----- | 55 | 132 | 154 |
| BASE SATURATION FLOW RATE (veh/h) | | 1900 | 2000 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | ----- | 1900 | 1900 | 1900 |
| LANE WIDTH (FT) | | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | ----- | 11 | 12 | 12 |
| VOLUME OF RIGHT TURN ON RED (veh/h) | | A.M. 0 | P.M. 0 | Sat. 0 | A.M. 0 | P.M. 0 | Sat. 0 | A.M. 0 | P.M. 0 | Sat. 0 | A.M. 0 | P.M. 0 | Sat. 0 |
| PEDESTRIANS/HOUR (ped/h) | | A.M. 0 | P.M. 0 | Sat. 0 | A.M. 0 | P.M. 0 | Sat. 0 | A.M. 0 | P.M. 0 | Sat. 0 | A.M. 0 | P.M. 0 | Sat. 0 |
| ARRIVAL TYPE | | 3 | 4 | 3 | 3 | 4 | 3 | 3 | | | 3 | | |
| LANE UTILIZATION ADJ. FACTOR | | 1.0 | 0.952 | 1.0 | 1.0 | 0.952 | 1.0 | 0.971 | 1.0 | ----- | 1.0 | 1.0 | 1.0 |
| GREEN TIME (SECONDS) | A.M. | 16.3 | 94.5 | 108.6 | 3.9 | 82.1 | 82.1 | 8.1 | 17.5 | ----- | 4.1 | 13.5 | 13.5 |
| | P.M. | 7.9 | 74.9 | 91.2 | 6.5 | 73.5 | 73.5 | 10.3 | 28.8 | ----- | 9.7 | 28.2 | 28.2 |
| | Sat. | 7.1 | 65.5 | 73.8 | 7.1 | 65.5 | 65.5 | 12.8 | 22.3 | ----- | 5.1 | 14.6 | 14.6 |
| GREEN RATIO (g/C) | A.M. | 0.73 | 0.71 | 0.80 | 0.63 | 0.62 | 0.62 | 0.06 | 0.14 | ----- | 0.04 | 0.11 | 0.11 |
| | P.M. | 0.60 | 0.57 | 0.68 | 0.59 | 0.56 | 0.56 | 0.08 | 0.22 | ----- | 0.08 | 0.22 | 0.22 |
| | Sat. | 0.62 | 0.59 | 0.74 | 0.62 | 0.59 | 0.59 | 0.11 | 0.20 | ----- | 0.05 | 0.14 | 0.14 |
| CAPACITY (c) | A.M. | 614 | 2629 | 1295 | 243 | 1148 | 1111 | 221 | 239 | ----- | 64 | 190 | 173 |
| | P.M. | 242 | 2109 | 1095 | 355 | 1034 | 1026 | 277 | 384 | ----- | 134 | 361 | 338 |
| | Sat. | 297 | 2173 | 1184 | 308 | 1085 | 1067 | 391 | 348 | ----- | 89 | 251 | 216 |
| v/c RATIO ( X) | A.M. | 0.72 | 0.73 | 0.08 | 0.24 | 0.37 | 0.37 | 0.68 | 0.55 | ----- | 0.63 | 0.63 | 0.66 |
| | P.M. | 0.67 | 0.51 | 0.16 | 0.34 | 0.78 | 0.79 | 0.72 | 0.39 | ----- | 0.74 | 0.84 | 0.84 |
| | Sat. | 0.55 | 0.68 | 0.18 | 0.54 | 0.68 | 0.68 | 0.78 | 0.55 | ----- | 0.65 | 0.62 | 0.68 |
| STORAGE QUEUE (FEET OR VEHICLES) | A.M. | 299' | 597' | 44' | 45' | 330' | 320' | 127' | 219' | ----- | 74' | 212' | 195' |
| | P.M. | 224' | 477' | 105' | 127' | 733' | 730' | 126' | 226' | ----- | 177' | 461' | 429' |
| | Sat. | 163' | 549' | 102' | 156' | 511' | 504' | 221' | 252' | ----- | 90' | 220' | 210' |
| LANE GROUP DELAY(SECONDS) | A.M. | 9.7 | 3.4 | 3.0 | 10.5 | 6.5 | 7.4 | 69.8 | 59.0 | ----- | 76.3 | 65.8 | 65.6 |
| | P.M. | 26.8 | 10.7 | 8.3 | 14.9 | 19.6 | 19.1 | 66.3 | 47.4 | ----- | 71.2 | 68.2 | 67.7 |
| | Sat. | 16.5 | 10.3 | 5.2 | 14.9 | 11.9 | 12.1 | 58.3 | 44.8 | ----- | 63.6 | 53.1 | 54.3 |
| LANE GROUP LEVEL-OF-SERVICE | A.M. | A | A | A | B | A | A | E | E | ----- | E | E | E |
| | P.M. | C | B | A | B | B | B | E | D | ----- | E | E | E |
| | Sat. | B | B | A | B | B | B | E | D | ----- | E | D | D |
| APPROACH DELAY (SECONDS/VEHICLE) | A.M. | 4.5 | | | 7.2 | | | 64.7 | | | 67.2 | | |
| | P.M. | 12.2 | | | 19.0 | | | 58.2 | | | 68.4 | | |
| | Sat. | 10.3 | | | 12.3 | | | 53.1 | | | 55.3 | | |
| APPROACH LEVEL-OF-SERVICE | A.M. | A | | | A | | | E | | | E | | |
| | P.M. | B | | | B | | | E | | | E | | |
| | Sat. | B | | | B | | | D | | | E | | |

## CURVE TABLE

| CURVE NO. | 1 | 2 |
|---|---|---|
| RADIUS | 240' | 600' |
| TANGENT LENGTH | 104.67' | 134.99' |
| ARC LENGTH | 197.41' | 265.55' |
| F | 21.83' | 15.00' |
| DELTA | 47° 7'48" | 25° 21'30" |
| D | 23° 52'12" | 9° 32'57" |
| SE | NC | 0.053 |
| PC STA | 95+86 | 100+94 |
| PI STA | 96+85 | 102+29 |
| PT STA | 97+83 | 103+60 |




## ELEMENTS CONTROLLING DESIGN

PREFERRED ROUTE:

F.A. ROUTE NUMBER: 343A. MARKED ROUTE NUMBER: IL ROUTE 68.
STREET NAME: DUNDEE ROAD. SRA ROUTE? NO.
FUNCTIONAL CLASSIFICATION: OTHER PRINCIPAL ARTERIAL. OSOW DESIGN? NO.
EXISTING ADT: 26,900 VPD (2016). DESIGN YEAR ADT: 27,800 VPD (2026).
PROPOSED DESIGN SPEED: 40 MPH. PROPOSED POSTED SPEED: 35 MPH.

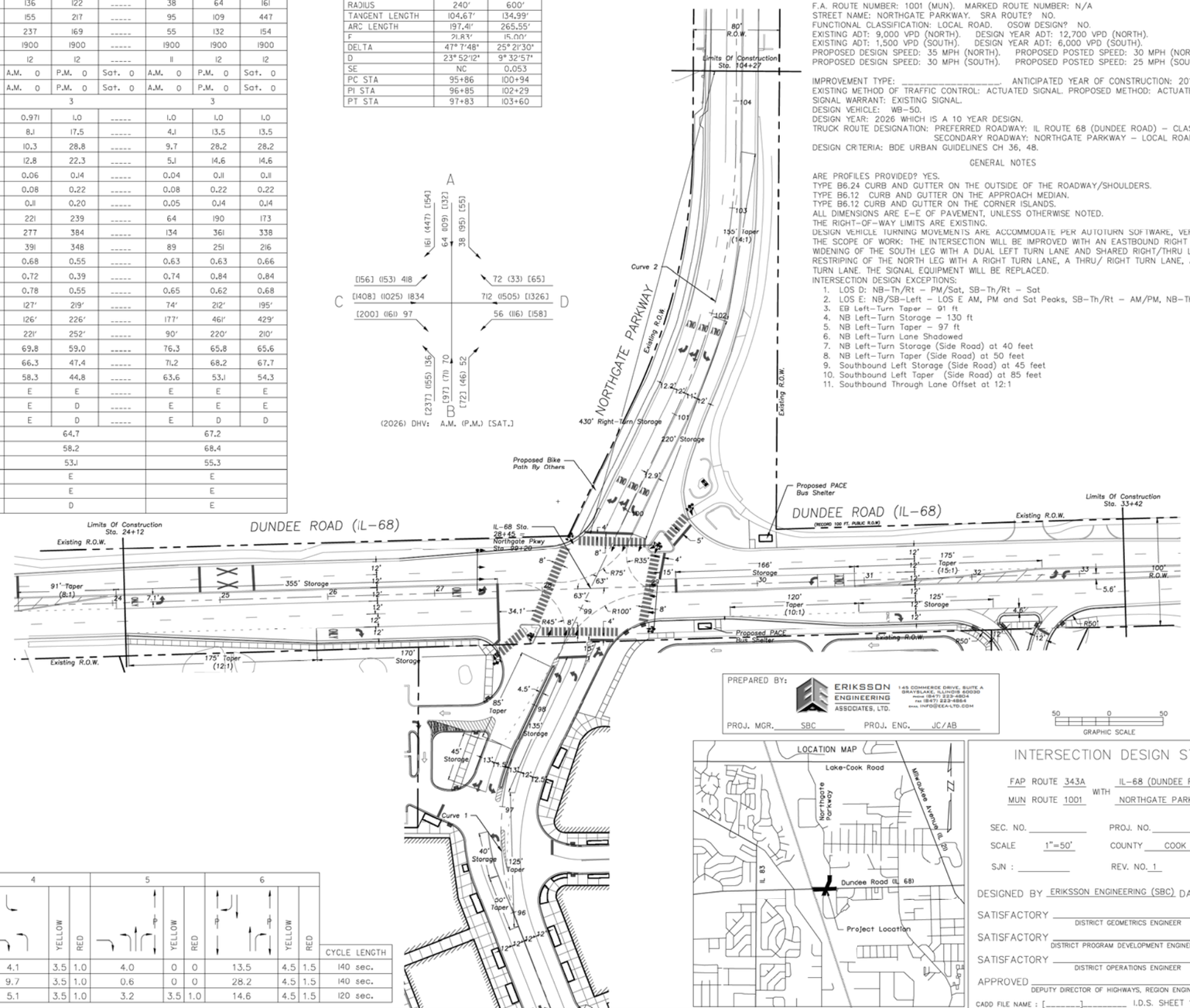
SECONDARY ROUTE:

F.A. ROUTE NUMBER: 1001 (MUN). MARKED ROUTE NUMBER: N/A
STREET NAME: NORTHGATE PARKWAY. SRA ROUTE? NO.
FUNCTIONAL CLASSIFICATION: LOCAL ROAD. OSOW DESIGN? NO.
EXISTING ADT: 9,000 VPD (NORTH). DESIGN YEAR ADT: 12,700 VPD (NORTH).
EXISTING ADT: 1,500 VPD (SOUTH). DESIGN YEAR ADT: 6,000 VPD (SOUTH).
PROPOSED DESIGN SPEED: 35 MPH (NORTH). PROPOSED POSTED SPEED: 30 MPH (NORTH).
PROPOSED DESIGN SPEED: 30 MPH (SOUTH). PROPOSED POSTED SPEED: 25 MPH (SOUTH).

IMPROVEMENT TYPE: _____. ANTICIPATED YEAR OF CONSTRUCTION: 2017.
EXISTING METHOD OF TRAFFIC CONTROL: ACTUATED SIGNAL. PROPOSED METHOD: ACTUATED SIGNAL.
SIGNAL WARRANT: EXISTING SIGNAL.
DESIGN VEHICLE: WB-50.
DESIGN YEAR: 2026 WHICH IS A 10 YEAR DESIGN.
TRUCK ROUTE DESIGNATION: PREFERRED ROADWAY: IL ROUTE 68 (DUNDEE ROAD) – CLASS II
SECONDARY ROADWAY: NORTHGATE PARKWAY – LOCAL ROAD
DESIGN CRITERIA: BDE URBAN GUIDELINES CH 36, 48.

## GENERAL NOTES

ARE PROFILES PROVIDED? YES.
TYPE B6.24 CURB AND GUTTER ON THE OUTSIDE OF THE ROADWAY/SHOULDERS.
TYPE B6.12 CURB AND GUTTER ON THE APPROACH MEDIAN.
TYPE B6.12 CURB AND GUTTER ON THE CORNER ISLANDS.
ALL DIMENSIONS ARE E-E OF PAVEMENT, UNLESS OTHERWISE NOTED.
THE RIGHT-OF-WAY LIMITS ARE EXISTING.
DESIGN VEHICLE TURNING MOVEMENTS ARE ACCOMMODATE PER AUTOTURN SOFTWARE, VERSION 9.0.
THE SCOPE OF WORK: THE INTERSECTION WILL BE IMPROVED WITH AN EASTBOUND RIGHT TURN LANE, WIDENING OF THE SOUTH LEG WITH A DUAL LEFT TURN LANE AND SHARED RIGHT/THRU LANE, RESTRIPING OF THE NORTH LEG WITH A RIGHT TURN LANE, A THRU/ RIGHT TURN LANE, AND A LEFT TURN LANE. THE SIGNAL EQUIPMENT WILL BE REPLACED.
INTERSECTION DESIGN EXCEPTIONS:
1. LOS D: NB-Th/Rt – PM/Sat, SB-Th/Rt – Sat
2. LOS E: NB/SB-Left – LOS E AM, PM and Sat Peaks, SB-Th/Rt – AM/PM, NB-Th/Rt – AM
3. EB Left-Turn Taper – 91 ft
4. NB Left-Turn Storage – 130 ft
5. NB Left-Turn Taper – 97 ft
6. NB Left-Turn Lane Shadowed
7. NB Left-Turn Storage (Side Road) at 40 feet
8. NB Left-Turn Taper (Side Road) at 50 feet
9. Southbound Left Storage (Side Road) at 45 feet
10. Southbound Left Taper (Side Road) at 85 feet
11. Southbound Through Lane Offset at 12:1




## TRAFFIC DATA

| MOVEMENT | YEAR 2016 30TH MAXIMUM HOUR TRAFFIC A.M. | P.M. | Sat. | PERCENT TRUCK TRAFFIC IN 30th MAX HOUR | ESTIMATED PERCENT INCREASE BY 2026 | YEAR 2026 30TH MAXIMUM HOUR TRAFFIC A.M. | P.M. | Sat. |
|---|---|---|---|---|---|---|---|---|
| AB | 9 | 4 | 4 | 3% | 0.3%/Yr Plus Development Traffic | 64 | 109 | 132 |
| AD | 20 | 82 | 36 | 3% | | 38 | 95 | 55 |
| AC | 138 | 420 | 135 | 3% | | 161 | 447 | 154 |
| BA | 10 | 2 | 7 | 3% | | 73 | 95 | 108 |
| BC | 21 | 30 | 72 | 3% | | 142 | 190 | 288 |
| BD | 14 | 11 | 22 | 3% | | 52 | 46 | 172 |
| CD | 1631 | 850 | 1211 | 3% | | 1834 | 1025 | 1408 |
| CA | 397 | 131 | 133 | 3% | | 418 | 153 | 156 |
| CB | 35 | 35 | 46 | 3% | | 97 | 161 | 200 |
| DC | 597 | 1323 | 1223 | 3% | | 712 | 1505 | 1326 |
| DB | 6 | 9 | 8 | 3% | | 56 | 116 | 158 |
| DA | 66 | 15 | 47 | 3% | | 72 | 33 | 65 |
| TOTAL A | 640 | 654 | 365 | 3% | | 826 | 933 | 670 |
| TOTAL B | 95 | 91 | 159 | 3% | | 484 | 718 | 958 |
| TOTAL C | 2819 | 2789 | 2823 | 3% | | 3364 | 3481 | 3532 |
| TOTAL D | 2334 | 2290 | 2547 | 3% | | 2764 | 2820 | 3084 |

| PHASE | | 1 | YELLOW | RED | 2 | YELLOW | RED | 3 | YELLOW | RED | 4 | YELLOW | RED | 5 | YELLOW | RED | 6 | YELLOW | RED | CYCLE LENGTH |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| GREEN TIME IN SECONDS | A.M. | 3.9 | 3.5 | 0 | 8.9 | 3.5 | 0 | 82.1 | 4.5 | 1.5 | 4.1 | 3.5 | 1.0 | 4.0 | 0 | 0 | 13.5 | 4.5 | 1.5 | 140 sec. |
| | P.M. | 6.5 | 3.5 | 0 | 1.4 | 0 | 0 | 73.5 | 4.5 | 1.5 | 9.7 | 3.5 | 1.0 | 0.6 | 0 | 0 | 28.2 | 4.5 | 1.5 | 140 sec. |
| | Sat. | 7.1 | 3.5 | 0 | | | | 65.5 | 4.5 | 1.5 | 5.1 | 3.5 | 1.0 | 3.2 | 3.5 | 1.0 | 14.6 | 4.5 | 1.5 | 120 sec. |

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GRAPHIC SCALE 50 0 50




## INTERSECTION DESIGN STUDY

FAP ROUTE 343A WITH IL-68 (DUNDEE ROAD)
MUN ROUTE 1001 NORTHGATE PARKWAY

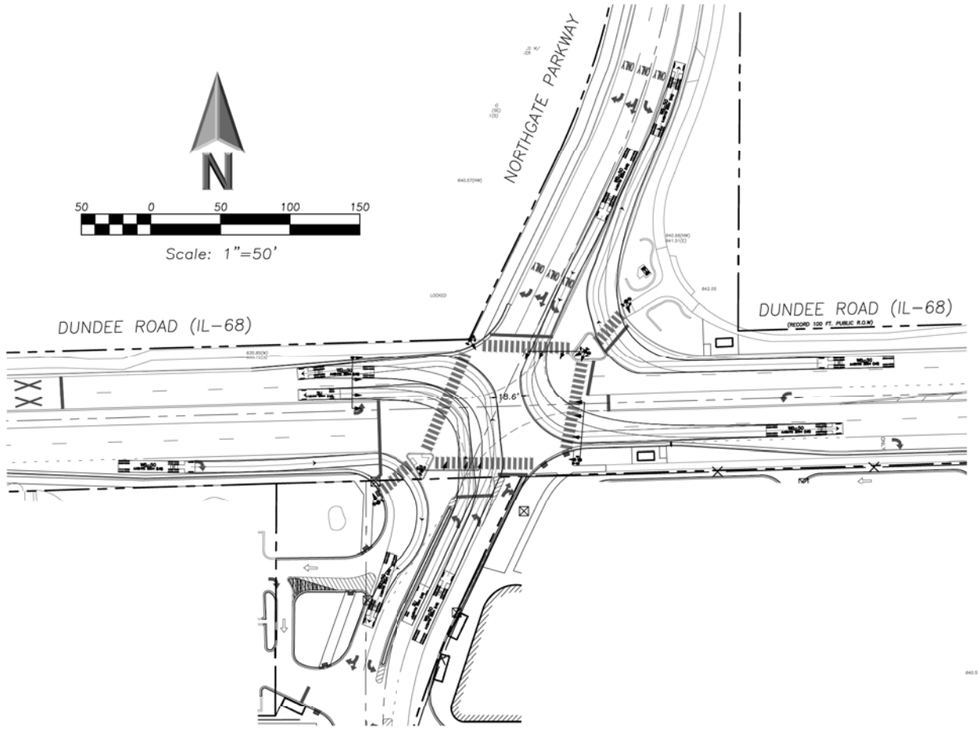
SEC. NO. _____ PROJ. NO. _____
SCALE 1"=50' COUNTY COOK
SJN : _____ REV. NO. 1

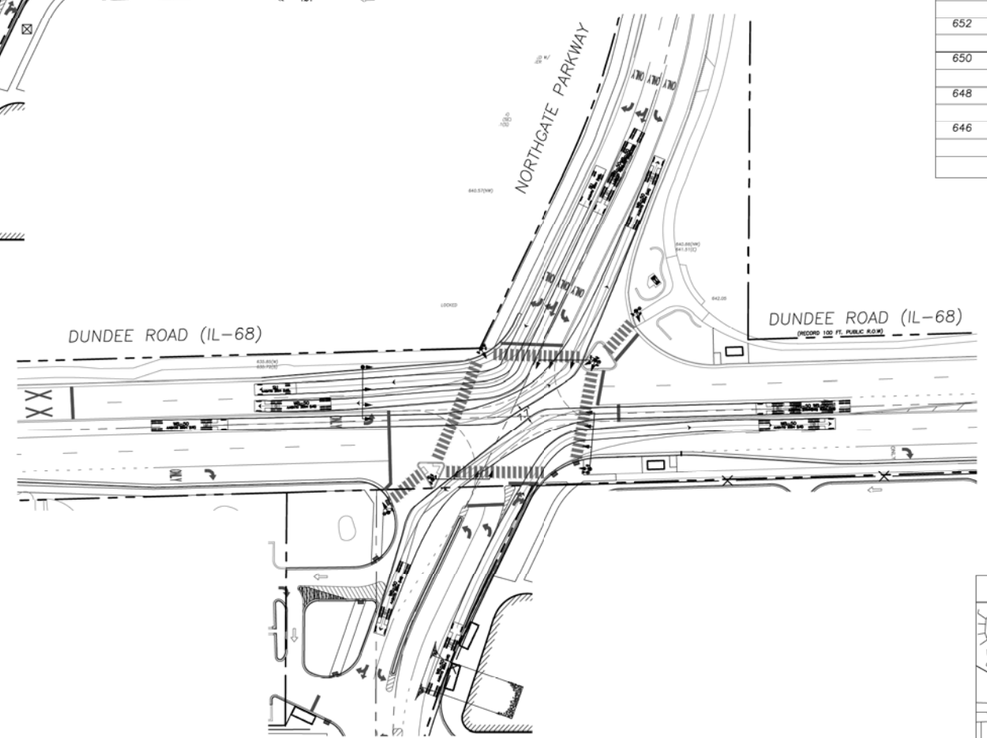
DESIGNED BY ERIKSSON ENGINEERING (SBC) DATE 8/11/16
SATISFACTORY _____ DISTRICT GEOMETRICS ENGINEER DATE
SATISFACTORY _____ DISTRICT PROGRAM DEVELOPMENT ENGINEER DATE
SATISFACTORY _____ DISTRICT OPERATIONS ENGINEER DATE
APPROVED _____ DEPUTY DIRECTOR OF HIGHWAYS, REGION ENGINEER DATE
CADD FILE NAME : [_____]_____ I.D.S. SHEET 1 OF 2

BDE-9908

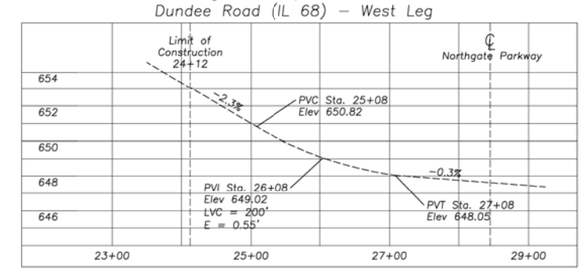
PLOT DATE = $DATE$
FILE NAME = $FILE$
PLOT SCALE = $SCALE$
USER NAME = $USER$

Return to Agenda

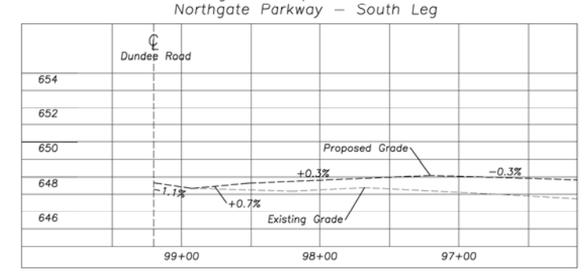


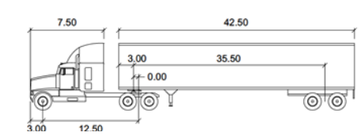




Existing and Proposed Profile of
Dundee Road (IL 68) – West Leg



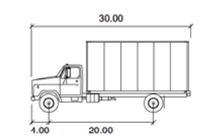

Existing and Proposed Profiles of
Northgate Parkway – South Leg




**WB-50**

| | feet | | |
|---|---|---|---|
| Tractor Width | : 8.00 | Lock to Lock Time | : 6.0 |
| Trailer Width | : 8.50 | Steering Angle | : 17.7 |
| Tractor Track | : 8.00 | Articulating Angle | : 70.0 |
| Trailer Track | : 8.50 | | |




**SU**

| | feet |
|---|---|
| Width | : 8.00 |
| Track | : 8.00 |
| Lock to Lock Time | : 6.0 |
| Steering Angle | : 31.8 |

50 0 50
GRAPHIC SCALE

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# INTERSECTION DESIGN STUDY

FAP ROUTE 343A WITH IL-68 (DUNDEE ROAD)
MUN ROUTE 1001 NORTHGATE PARKWAY

SEC. NO. _____ PROJ. NO. _____
SCALE 1"=50' COUNTY COOK
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DESIGNED BY ERIKSSON ENGINEERING (SBC) DATE 8/11/16
SATISFACTORY _____ DISTRICT GEOMETRICS ENGINEER DATE
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CADD FILE NAME : [_____]_____ I.D.S. SHEET 1 OF 2

BDE-9908

PLOT DATE = $DATE$
FILE NAME = $FILE$
PLOT SCALE = $SCALE$
USER NAME = $USER$

Return to Agenda

September 2016

# Wheeling Town Center

## Shared Parking Study (Final PUD)

Prepared for:

WTC Development

Eriksson Engineering Associates, Ltd.

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601 W. Randolph St., Suite 500
Chicago, IL 60661
(312) 463-0551

Exhibit received September 1, 2016

## INTRODUCTION

Eriksson Engineering Associates (EEA) was retained by Wheeling Town Center Development to analyze the parking needs for the Wheeling Town Center (WTC) in Wheeling, Illinois. WTC will be a mixed-use project with residential, retail, restaurants, and theater land-uses along with parking for commuters. The proposed development plan will have eleven buildings containing 301 apartments, a 795-seat cinema, and 60,765 square feet of retail and restaurant uses. Parking will be provided by a 595 space garage with 718 spaces in surface lots. A total of 1,313 spaces will serve the development. Metra commuters will have the use of parking within the development during the weekday.

This report provides the updated parking calculations reflecting changes to the site plan that has occurred for the Final Planned Unit Development (PUD) was approved in January of 2016.

Changes to the Final PUD plan included:

1. A new theater operator and floor plan with a reduction in the number of seats from 972 to 795 seats and the elimination of the brewpub (-60 seats).
2. Building B increased in size from 3,404 to 3,996 square feet and changed its use from a bank to a restaurant.
3. The apartment building increased from 295 to 301 units.
4. The maximum permissible space for restaurants increased from 20,000 to 30,000 square feet.
5. Total commercial building area decreased from 101,451 to 98,944 square feet (-2.5%)
6. The parking supply was increased by 12 spaces with 13 additional spaces in the parking garage and one less surface space.
7. A reduced parking variation from the zoning requirement from 386 to 369 spaces (-4%).

## ZONING CODE PARKING REQUIREMENTS

The parking requirements were updated for the WTC development using the Village of Wheeling's Zoning Code (see **Table 1**).

Overall, the development requires a parking variation of 369 spaces. The largest component of the parking variation is for the 156 commuter spaces (40%) which will be occupied during the day when the spaces will not be needed for the retail/restaurant spaces. For the residential portion of the development, the proposed parking supply is 95 spaces short of the zoning requirement. The parking demand of apartments within a transit-oriented development supports a lower parking ratio of 1.65 spaces per unit. Commercial parking is projected to be short by 118 spaces. Part of this shortage will be dependent on the actual seating and staffing plans for the individual restaurants.

**Table 1**
**Zoning Code Parking Requirements**

| Use | Size | Zoning Code | Required Parking | Spaces Provided |
|---|---|---|---|---|
| Apartments | 11 studios | 1.7 spaces per unit | 238 | |
| | 129 1-bedroom | | | |
| | 152 2-bedroom | 2.2 spaces per unit | 354 | |
| | 9 3-bedroom | | | |
| | **301 units** | **Residential Parking Required** | **592** | **497 (84%)** |
| Theater | 38,172 sq. ft. (795 seats) (40 employees peak shift) | 1 space per 3 seats plus one space per employee | 305 | |
| Retail | 29,049 sq. ft. | 4 spaces per 1,000 sq. ft. | 116 | |
| Coffee Shop | 1,716 sq. ft. (54 seats) | 1 space per 3 seats plus one space per employee | 23 | |
| Restaurants | 30,000 sq. ft. | 1 space per 3 seats plus one space per employee(1) | 490 | |
| | **98,937 sq. ft.** | **Commercial Parking Required** | **934** | **816 (87%)** |
| | | **Wheeling Town Center Parking Requirement** | **1,526** | **1,313(86%)** |
| | | **Metra East Commuter Lot Parking Agreement** | **156** | |

(1) Seats based on 25 gross sq. ft. per seat and three employees per 1,000 sq. ft.

## RESIDENTIAL PARKING REQUIREMENTS

A review of national and local parking data for apartments, mixed-use developments, and transit-oriented projects clearly indicated a lower parking ratio is warranted for the project. The proposed parking ratio for the apartments at WTC at 1.65 spaces per unit allows for 50% of the units to park two vehicles and maintain some overnight guest parking. This ratio exceeds the national and local parking data (1.23 to 1.39 spaces per unit). These ratios do not include a discount for transit or mixed use developments. Data collected by the RTA and the Village of Palatine at TOD projects support lower rates also at 1.3 to 1.41 spaces per unit. The provision of car sharing at the development will further reduce the residential parking demand.

The lack of parking at any development is always a concern with the possibility overflow parking impacting adjacent properties. The proposed apartments are part of a larger development with 1,312 parking spaces of which 497 spaces are reserved for the exclusive use the renters in the parking garage.

Within the center of the apartment building, a six level 595 space parking garage is planned with 497 spaces reserved for the residents and their guests. The remaining 98 spaces will be reserved for employees or valet parking of the commercial uses within WTC on the top level. Use of the parking garage will be controlled with a gate system to limit its use to residents and guests and the designated employees or valet operators.

**Table 2** shows the updated residential parking demand throughout the day. Peak demand occurs in the evening and overnight time periods when the residents are at home. Detailed calculations of the apartment guest and resident parking are included in the **Appendix**.

**Table 2**
**Hourly Apartment Parking Demand**

| Hour | Weekday Residential Parking | | | Weekend Residential Parking | | |
|---|---|---|---|---|---|---|
| | Total Vehicles | Percent of Capacity | Open Spaces | Total Vehicles | Percent of Capacity | Open Spaces |
| 6:00 AM | 421 | 85% | 76 | 421 | 85% | 76 |
| 7:00 AM | 384 | 77% | 113 | 388 | 78% | 109 |
| 8:00 AM | 367 | 74% | 130 | 367 | 74% | 130 |
| 9:00 AM | 346 | 70% | 151 | 346 | 70% | 151 |
| 10:00 AM | 325 | 65% | 172 | 325 | 65% | 172 |
| 11:00 AM | 304 | 61% | 193 | 304 | 61% | 193 |
| Noon | 283 | 57% | 214 | 283 | 57% | 214 |
| 1:00 PM | 304 | 61% | 193 | 304 | 61% | 193 |
| 2:00 PM | 304 | 61% | 193 | 304 | 61% | 193 |
| 3:00 PM | 304 | 61% | 193 | 304 | 61% | 193 |
| 4:00 PM | 325 | 65% | 172 | 325 | 65% | 172 |
| 5:00 PM | 376 | 76% | 121 | 376 | 76% | 121 |
| 6:00 PM | 406 | 82% | 91 | 406 | 82% | 91 |
| 7:00 PM | 454 | 91% | 43 | 454 | 91% | 43 |
| 8:00 PM | 458 | 92% | 39 | 458 | 92% | 39 |
| 9:00 PM | 462 | 93% | 35 | 462 | 93% | 35 |
| 10:00 PM | 467 | 94% | 30 | 467 | 94% | 30 |
| 11:00 PM | 458 | 92% | 39 | 458 | 92% | 39 |
| Midnight | 444 | 89% | 53 | 444 | 89% | 53 |

Note: 497 resident parking spaces provided in parking garage.

## COMMERCIAL PARKING REQUIREMENTS

Using shared parking principals, the hourly parking demand was recalculated for the retail, bank, coffee shop with drive-thru, the theater, and quality or family/fast casual restaurants for a weekday and a weekend. The weekday and potential weekend Metra commuter parking demand was included. The parking supply of 816 spaces will be provided in the east surface lot (312 spaces), the west lot (406 spaces), and one level of the residential parking garage (98 spaces). **Table 3** summaries the commercial parking needed for the development with detailed calculations in the **Appendix**.

During the weekday, the peak demand for the Final PUD is 679 spaces at 1:00 PM or 83% of the lots' capacity. The previous Preliminary PUD plan had a larger theater and less restaurant space with a peak demand in the evening. With additional restaurant space, the weekday peak shifted to the early afternoon.

On weekends, the peak-demand still occurred in the evening at 8:00 PM with 745 vehicles occupying 91% of the available spaces due to the restaurant/theater uses. Ideally, with retail/restaurant uses, up to 10% of the spaces should be available to minimize excessive parking lot traffic searching for an open space.

**Table 3**
**Hourly Commercial/Metra Parking Demand**

| Hour | Weekday Parking Total Vehicles | Weekday Parking Percent of Capacity | Weekday Parking Open Spaces | Weekend Parking Total Vehicles | Weekend Parking Percent of Capacity | Weekend Parking Open Spaces |
|---|---|---|---|---|---|---|
| 6:00 AM | 118 | 14% | 698 | 69 | 8% | 747 |
| 7:00 AM | 237 | 29% | 579 | 143 | 18% | 673 |
| 8:00 AM | 283 | 35% | 533 | 202 | 25% | 614 |
| 9:00 AM | 332 | 41% | 484 | 288 | 35% | 528 |
| 10:00 AM | 415 | 51% | 401 | 355 | 44% | 461 |
| 11:00 AM | 496 | 61% | 320 | 409 | 50% | 407 |
| Noon | 648 | 79% | 168 | 591 | 72% | 225 |
| 1:00 PM | 679 | 83% | 137 | 639 | 78% | 177 |
| 2:00 PM | 617 | 76% | 199 | 606 | 74% | 210 |
| 3:00 PM | 542 | 66% | 274 | 555 | 68% | 261 |
| 4:00 PM | 565 | 69% | 251 | 560 | 69% | 256 |
| 5:00 PM | 618 | 76% | 198 | 620 | 76% | 196 |
| 6:00 PM | 621 | 76% | 195 | 690 | 85% | 126 |
| 7:00 PM | 636 | 78% | 180 | 722 | 88% | 94 |
| 8:00 PM | 642 | 79% | 174 | 745 | 91% | 71 |
| 9:00 PM | 583 | 71% | 233 | 631 | 77% | 185 |
| 10:00 PM | 507 | 62% | 309 | 598 | 73% | 218 |
| 11:00 PM | 412 | 50% | 404 | 515 | 63% | 301 |
| Midnight | 203 | 25% | 613 | 185 | 23% | 631 |

Note: 816 spaces provided for commercial and Metra uses.

## RECCOMENDATIONS

Based on the shared parking analysis the following conclusions and recommendations were reached:

- The zoning code requirement of 1,531 parking spaces and 156 reserved commuter spaces exceeds the proposed supply of 1,313 spaces.
- The parking analysis is based on a maximum of 30,000 square feet of restaurant uses on the site. Additional restaurant space could be considered if the number of seats and parking demand is less than projected.
- Parking requirements for the apartment portion of the development should be reduced to 1.65 spaces per unit based on national and local studies along and its location in a transit oriented development.
- Parking for the apartments will be provided in 497 reserved spaces in the 595 space parking garage. Access to the parking garage will be controlled to only allow residents or their guests.
- The remaining commercial uses and Metra commuters will have 718 surface spaces and 98 spaces in the parking garage. The parking garage spaces will be reserved for employees or the parking valet.
- Based on the shared parking analysis, there is sufficient parking to accommodate the commercial parking demand on a weekday and weekend without overflow.

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**Appendix Table 1**
**Wheeling Town Center**
**Hourly Apartment Parking Calculations**

| Weekday | Visitor Parking | | Resident Parking | | Total Apt. Parking | Weekday Garage Parking Provided | Percent Occupancy | Open Spaces |
|---|---|---|---|---|---|---|---|---|
| | Size | 301 | Size | 301 | | | | |
| | Parking Ratio | 0.15 | Parking Ratio | 1.4 | | | | |
| | Peak Demand | 45.2 | Peak Demand | 421.4 | | | | |
| | % | veh. | % | veh. | | | | |
| **6:00 AM** | 0% | 0.0 | 100% | 421.4 | **421** | 497 | 85% | 76 |
| **7:00 AM** | 10% | 4.5 | 90% | 379.3 | **384** | 497 | 77% | 113 |
| **8:00 AM** | 20% | 9.0 | 85% | 358.2 | **367** | 497 | 74% | 130 |
| **9:00 AM** | 20% | 9.0 | 80% | 337.1 | **346** | 497 | 70% | 151 |
| **10:00 AM** | 20% | 9.0 | 75% | 316.1 | **325** | 497 | 65% | 172 |
| **11:00 AM** | 20% | 9.0 | 70% | 295.0 | **304** | 497 | 61% | 193 |
| **Noon** | 20% | 9.0 | 65% | 273.9 | **283** | 497 | 57% | 214 |
| **1:00 PM** | 20% | 9.0 | 70% | 295.0 | **304** | 497 | 61% | 193 |
| **2:00 PM** | 20% | 9.0 | 70% | 295.0 | **304** | 497 | 61% | 193 |
| **3:00 PM** | 20% | 9.0 | 70% | 295.0 | **304** | 497 | 61% | 193 |
| **4:00 PM** | 20% | 9.0 | 75% | 316.1 | **325** | 497 | 65% | 172 |
| **5:00 PM** | 40% | 18.1 | 85% | 358.2 | **376** | 497 | 76% | 121 |
| **6:00 PM** | 60% | 27.1 | 90% | 379.3 | **406** | 497 | 82% | 91 |
| **7:00 PM** | 100% | 45.2 | 97% | 408.8 | **454** | 497 | 91% | 43 |
| **8:00 PM** | 100% | 45.2 | 98% | 413.0 | **458** | 497 | 92% | 39 |
| **9:00 PM** | 100% | 45.2 | 99% | 417.2 | **462** | 497 | 93% | 35 |
| **10:00 PM** | 100% | 45.2 | 100% | 421.4 | **467** | 497 | 94% | 30 |
| **11:00 PM** | 80% | 36.1 | 100% | 421.4 | **458** | 497 | 92% | 39 |
| **Midnight** | 50% | 22.6 | 100% | 421.4 | **444** | 497 | 89% | 53 |

**WEEKEND**

| Weekend | Visitor Parking | | Resident Parking | | Total Apt. Parking | Weekend Garage Parking Provided | Percent Occupancy | Open Spaces |
|---|---|---|---|---|---|---|---|---|
| | Size | 301 | Size | 301 | | | | |
| | Parking Ratio | 0.15 | Parking Ratio | 1.4 | | | | |
| | Peak Demand | 45.2 | Peak Demand | 421.4 | | | | |
| | % | veh. | % | veh. | | | | |
| **6:00 AM** | 0% | 0.0 | 100% | 421.4 | **421** | 497 | 85% | 76 |
| **7:00 AM** | 20% | 9.0 | 90% | 379.3 | **388** | 497 | 78% | 109 |
| **8:00 AM** | 20% | 9.0 | 85% | 358.2 | **367** | 497 | 74% | 130 |
| **9:00 AM** | 20% | 9.0 | 80% | 337.1 | **346** | 497 | 70% | 151 |
| **10:00 AM** | 20% | 9.0 | 75% | 316.1 | **325** | 497 | 65% | 172 |
| **11:00 AM** | 20% | 9.0 | 70% | 295.0 | **304** | 497 | 61% | 193 |
| **Noon** | 20% | 9.0 | 65% | 273.9 | **283** | 497 | 57% | 214 |
| **1:00 PM** | 20% | 9.0 | 70% | 295.0 | **304** | 497 | 61% | 193 |
| **2:00 PM** | 20% | 9.0 | 70% | 295.0 | **304** | 497 | 61% | 193 |
| **3:00 PM** | 20% | 9.0 | 70% | 295.0 | **304** | 497 | 61% | 193 |
| **4:00 PM** | 20% | 9.0 | 75% | 316.1 | **325** | 497 | 65% | 172 |
| **5:00 PM** | 40% | 18.1 | 85% | 358.2 | **376** | 497 | 76% | 121 |
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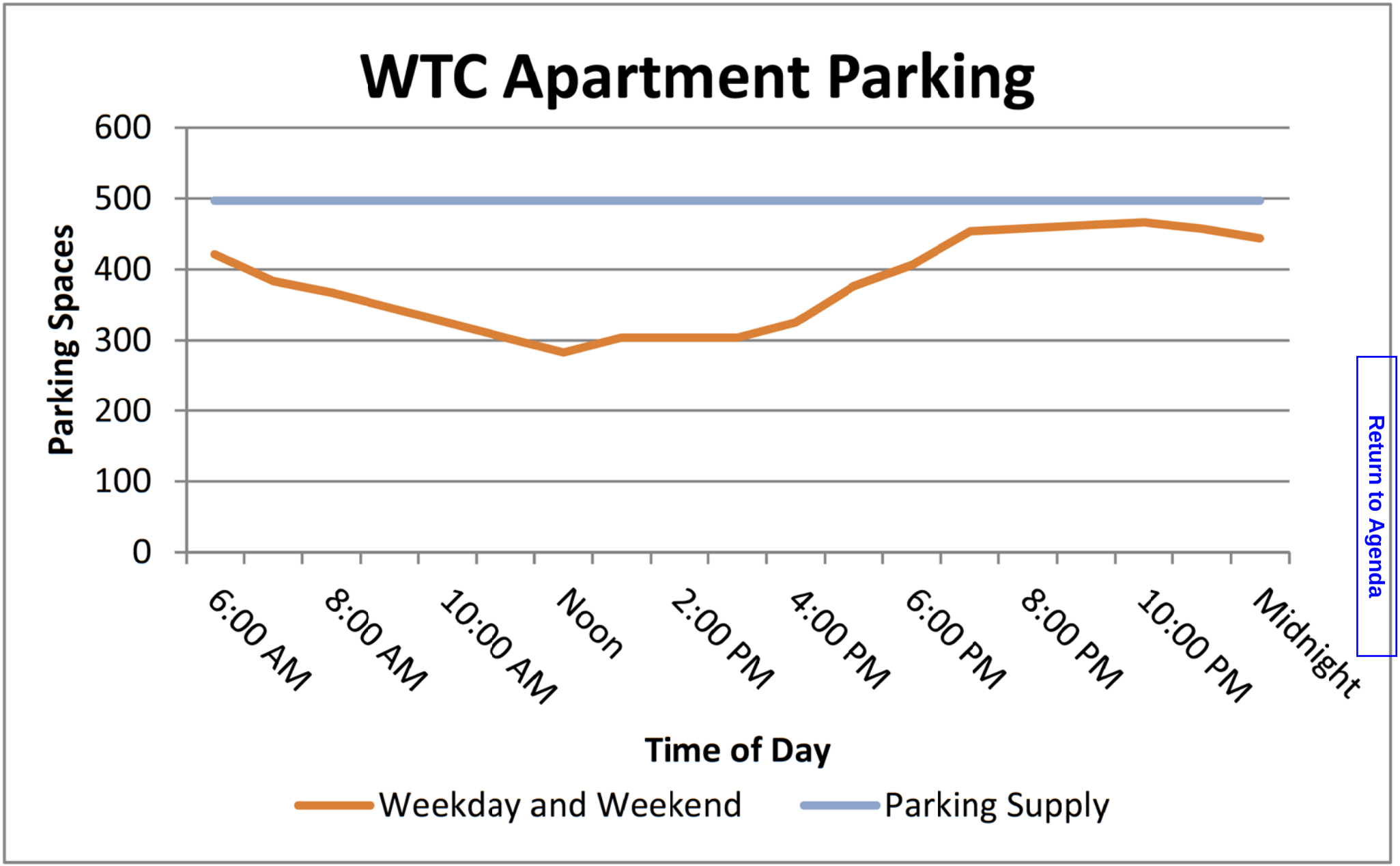


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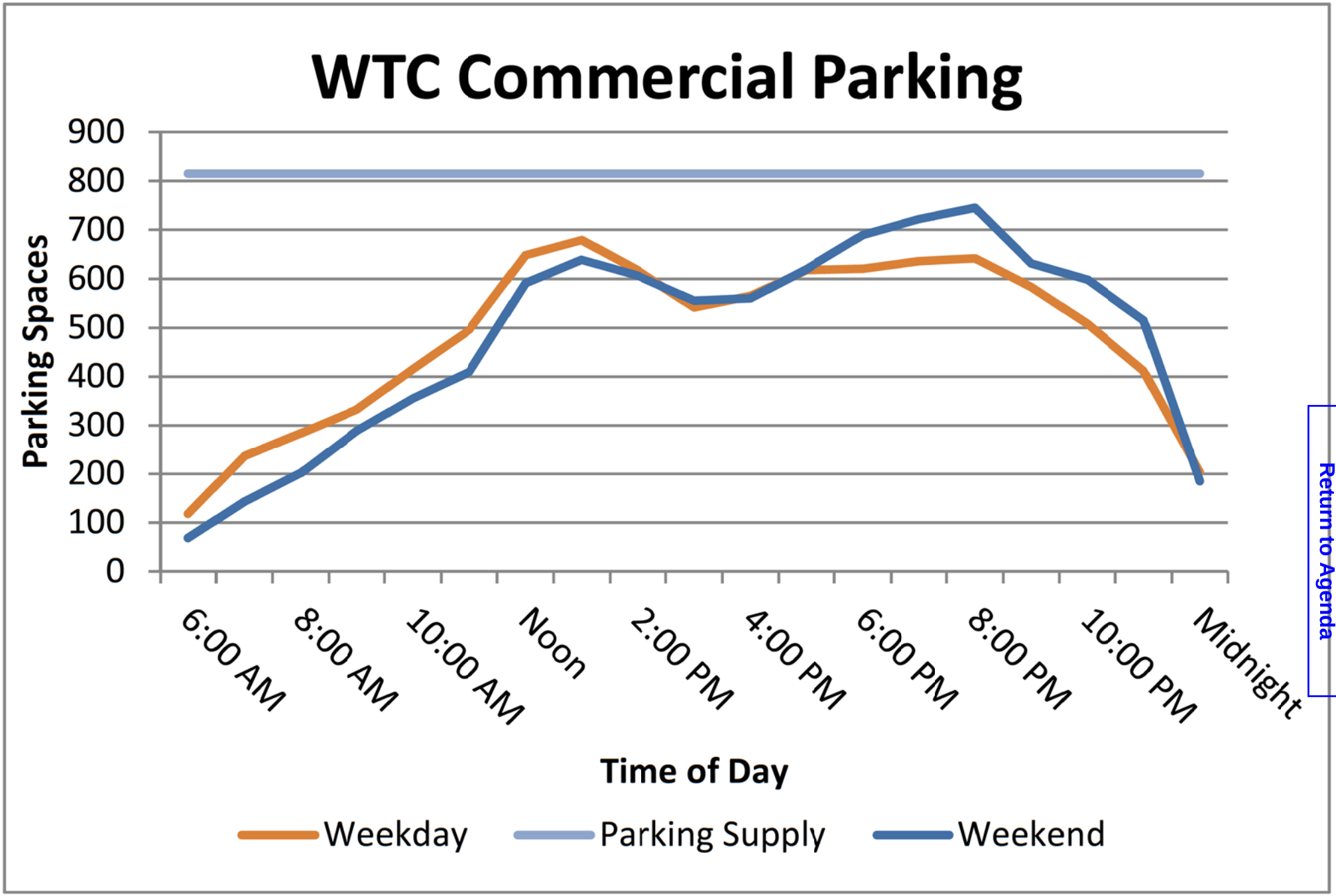
**Appendix Table 2**
**Wheeling Town Center**
**Hourly Commercial Parking Calculations**

| WEEKDAY | RETAIL Customer Parking % | RETAIL Customer Parking veh. | RETAIL Employee Parking % | RETAIL Employee Parking veh. | RETAIL Total Parking | THEATER Customer Parking % | THEATER Customer Parking veh. | THEATER Employee Parking % | THEATER Employee Parking veh. | THEATER Total Parking | COFFEE Customer Parking % | COFFEE Customer Parking veh. | COFFEE Employee Parking % | COFFEE Employee Parking veh. | COFFEE Total Parking | RESTAURANT Family/High Turn Over Customer Parking % | RESTAURANT Family/High Turn Over Customer Parking veh. | RESTAURANT Family/High Turn Over Employee Parking % | RESTAURANT Family/High Turn Over Employee Parking veh. | RESTAURANT Family/High Turn Over Total Parking | RESTAURANT Quality Customer Parking % | RESTAURANT Quality Customer Parking veh. | RESTAURANT Quality Employee Parking % | RESTAURANT Quality Employee Parking veh. | RESTAURANT Quality Total Parking | Metra Parking | Resident Parking Credit | Total Parking | Percent Occ. | Parking Provided | Extra Prk. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Size = | | 29,055 | | 29,055 | | | 795 | | | | | 1,716 | | 1,716 | | | 15,000 | | 15,000 | | | 15,000 | | 15,000 | | | | WEEKDAY | | | |
| Parking Ratio | | 2.9 | | 0.7 | | | | | | | | 8.8 | | 1.6 | | | 9 | | 1.5 | | | 15.25 | | 2.75 | | | | | | | |
| Peak Demand | | 84.3 | | 20.3 | | | 151.1 | | 40.0 | | | 15.1 | | 2.7 | | | 135.0 | | 22.5 | | | 228.8 | | 41.3 | | | | | | | |
| 6:00 AM | 1% | 0.8 | 10% | 2.0 | 2.9 | 0% | 0.0 | 0% | 0.0 | 0.0 | 50% | 7.6 | 100% | 2.7 | 10.3 | 25% | 33.8 | 50% | 11.3 | 45.0 | 0% | 0.0 | 0% | 0.0 | 0.0 | 60 | | 118 | 14% | 816 | 698 |
| 7:00 AM | 5% | 4.2 | 15% | 3.1 | 7.3 | 0% | 0.0 | 0% | 0.0 | 0.0 | 73% | 11.0 | 100% | 2.7 | 13.8 | 50% | 67.5 | 75% | 16.9 | 84.4 | 0% | 0.0 | 20% | 8.3 | 8.3 | 123 | | 237 | 29% | 816 | 579 |
| 8:00 AM | 15% | 12.6 | 40% | 8.1 | 20.8 | 0% | 0.0 | 0% | 0.0 | 0.0 | 100% | 15.1 | 100% | 2.7 | 17.8 | 60% | 81.0 | 90% | 20.3 | 101.3 | 0% | 0.0 | 50% | 20.6 | 20.6 | 123 | | 283 | 35% | 816 | 533 |
| 9:00 AM | 35% | 29.5 | 75% | 15.3 | 44.7 | 0% | 0.0 | 0% | 0.0 | 0.0 | 63% | 9.5 | 100% | 2.7 | 12.3 | 75% | 101.3 | 90% | 20.3 | 121.5 | 0% | 0.0 | 75% | 30.9 | 30.9 | 123 | | 332 | 41% | 816 | 484 |
| 10:00 AM | 65% | 54.8 | 85% | 17.3 | 72.1 | 0% | 0.0 | 0% | 0.0 | 0.0 | 57% | 8.6 | 100% | 2.7 | 11.4 | 85% | 114.8 | 100% | 22.5 | 137.3 | 15% | 34.3 | 90% | 37.1 | 71.4 | 123 | | 415 | 51% | 816 | 401 |
| 11:00 AM | 85% | 71.6 | 95% | 19.3 | 90.9 | 0% | 0.0 | 0% | 0.0 | 0.0 | 42% | 6.3 | 100% | 2.7 | 9.1 | 90% | 121.5 | 100% | 22.5 | 144.0 | 40% | 91.5 | 90% | 37.1 | 128.6 | 123 | | 496 | 61% | 816 | 320 |
| Noon | 95% | 80.0 | 100% | 20.3 | 100.4 | 20% | 30.2 | 50% | 20.0 | 50.2 | 39% | 5.9 | 100% | 2.7 | 8.6 | 100% | 135.0 | 100% | 22.5 | 157.5 | 75% | 171.6 | 90% | 37.1 | 208.7 | 123 | | 648 | 79% | 816 | 168 |
| 1:00 PM | 100% | 84.3 | 100% | 20.3 | 104.6 | 45% | 68.0 | 60% | 24.0 | 92.0 | 27% | 4.1 | 100% | 2.7 | 6.8 | 90% | 121.5 | 100% | 22.5 | 144.0 | 75% | 171.6 | 90% | 37.1 | 208.7 | 123 | | 679 | 83% | 816 | 137 |
| 2:00 PM | 95% | 80.0 | 100% | 20.3 | 100.4 | 55% | 83.1 | 60% | 24.0 | 107.1 | 50% | 7.6 | 100% | 2.7 | 10.3 | 50% | 67.5 | 100% | 22.5 | 90.0 | 65% | 148.7 | 90% | 37.1 | 185.8 | 123 | | 617 | 76% | 816 | 199 |
| 3:00 PM | 90% | 75.8 | 100% | 20.3 | 96.2 | 55% | 83.1 | 75% | 30.0 | 113.1 | 50% | 7.6 | 75% | 2.1 | 9.6 | 45% | 60.8 | 75% | 16.9 | 77.6 | 40% | 91.5 | 75% | 30.9 | 122.4 | 123 | | 542 | 66% | 816 | 274 |
| 4:00 PM | 90% | 75.8 | 100% | 20.3 | 96.2 | 55% | 83.1 | 75% | 30.0 | 113.1 | 50% | 7.6 | 75% | 2.1 | 9.6 | 45% | 60.8 | 75% | 16.9 | 77.6 | 50% | 114.4 | 75% | 30.9 | 145.3 | 123 | | 565 | 69% | 816 | 251 |
| 5:00 PM | 95% | 80.0 | 95% | 19.3 | 99.4 | 60% | 90.6 | 100% | 40.0 | 130.6 | 50% | 7.6 | 75% | 2.1 | 9.6 | 75% | 101.3 | 95% | 21.4 | 122.6 | 75% | 171.6 | 100% | 41.3 | 212.8 | 65 | -22 | 618 | 76% | 816 | 198 |
| 6:00 PM | 95% | 80.0 | 95% | 19.3 | 99.4 | 60% | 90.6 | 100% | 40.0 | 130.6 | 50% | 7.6 | 75% | 2.1 | 9.6 | 80% | 108.0 | 95% | 21.4 | 129.4 | 95% | 217.3 | 100% | 41.3 | 258.6 | 15 | -22 | 621 | 76% | 816 | 195 |
| 7:00 PM | 95% | 80.0 | 95% | 19.3 | 99.4 | 80% | 120.8 | 100% | 40.0 | 160.8 | 50% | 7.6 | 75% | 2.1 | 9.6 | 80% | 108.0 | 95% | 21.4 | 129.4 | 100% | 228.8 | 100% | 41.3 | 270.0 | | -33 | 636 | 78% | 816 | 180 |
| 8:00 PM | 80% | 67.4 | 90% | 18.3 | 85.7 | 100% | 151.1 | 100% | 40.0 | 191.1 | 50% | 7.6 | 75% | 2.1 | 9.6 | 80% | 108.0 | 95% | 21.4 | 129.4 | 100% | 228.8 | 100% | 41.3 | 270.0 | | -44 | 642 | 79% | 816 | 174 |
| 9:00 PM | 50% | 42.1 | 75% | 15.3 | 57.4 | 100% | 151.1 | 100% | 40.0 | 191.1 | 50% | 7.6 | 75% | 2.1 | 9.6 | 60% | 81.0 | 80% | 18.0 | 99.0 | 100% | 228.8 | 100% | 41.3 | 270.0 | | -44 | 583 | 71% | 816 | 233 |
| 10:00 PM | 30% | 25.3 | 40% | 8.1 | 33.4 | 80% | 120.8 | 100% | 40.0 | 160.8 | 50% | 7.6 | 75% | 2.1 | 9.6 | 55% | 74.3 | 65% | 14.6 | 88.9 | 95% | 217.3 | 100% | 41.3 | 258.6 | | -44 | 507 | 62% | 816 | 309 |
| 11:00 PM | 10% | 8.4 | 15% | 3.1 | 11.5 | 65% | 98.2 | 70% | 28.0 | 126.2 | 50% | 7.6 | 75% | 2.1 | 9.6 | 50% | 67.5 | 65% | 14.6 | 82.1 | 75% | 171.6 | 80% | 33.0 | 204.6 | | -22 | 412 | 50% | 816 | 404 |
| Midnight | 0% | 0.0 | 0% | 0.0 | 0.0 | 40% | 60.4 | 50% | 20.0 | 80.4 | 50% | 7.6 | 75% | 2.1 | 9.6 | 25% | 33.8 | 35% | 7.9 | 41.6 | 25% | 57.2 | 35% | 14.4 | 71.6 | | | 203 | 25% | 816 | 613 |

| WEEKEND | RETAIL Customer Parking % | RETAIL Customer Parking veh. | RETAIL Employee Parking % | RETAIL Employee Parking veh. | RETAIL Total Parking | Theater Customer Parking % | Theater Customer Parking veh. | Theater Employee Parking % | Theater Employee Parking veh. | Theater Total Parking | COFFEE Customer Parking % | COFFEE Customer Parking veh. | COFFEE Employee Parking % | COFFEE Employee Parking veh. | COFFEE Total Parking | RESTAURANT Customer Parking % | RESTAURANT Customer Parking veh. | RESTAURANT Employee Parking % | RESTAURANT Employee Parking veh. | RESTAURANT Total Parking | RESTAURANT Customer Parking % | RESTAURANT Customer Parking veh. | RESTAURANT Employee Parking % | RESTAURANT Employee Parking veh. | RESTAURANT Total Parking | Metra Parking | Resident Parking Credit | Total Parking | Percent Occ. | Parking Provided | Extra Prk. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Size = | | 29,055 | | 29,055 | | | 795 | | | | | 1,716 | | 1,716 | | | 15,000 | | 15,000 | | | 15,000 | | 15,000 | | | WEEKEND | | | | |
| Parking Ratio | | 3.2 | | 0.8 | | | | | | | | 8.8 | | 1.6 | | | 12.75 | | 2.25 | | | 17 | | 3 | | | | | | | |
| Peak Demand | | 93.0 | | 23.2 | | | 206.7 | | 40.0 | | | 15.1 | | 2.7 | | | 191.3 | | 33.8 | | | 255.0 | | 45.0 | | | | | | | |
| 6:00 AM | 1% | 0.9 | 10% | 2.3 | 3.3 | 0% | 0.0 | 0% | 0.0 | 0.0 | 50% | 7.6 | 100% | 2.7 | 10.3 | 10% | 19.1 | 50% | 16.9 | 36.0 | 0% | 0.0 | 0% | 0.0 | 0.0 | 19 | | 69 | 8% | 816 | 747 |
| 7:00 AM | 5% | 4.6 | 15% | 3.5 | 8.1 | 0% | 0.0 | 0% | 0.0 | 0.0 | 100% | 15.1 | 100% | 2.7 | 17.8 | 25% | 47.8 | 70% | 23.6 | 71.4 | 0% | 0.0 | 20% | 9.0 | 9.0 | 37 | | 143 | 18% | 816 | 673 |
| 8:00 AM | 10% | 9.3 | 40% | 9.3 | 18.6 | 0% | 0.0 | 0% | 0.0 | 0.0 | 90% | 13.6 | 100% | 2.7 | 16.3 | 45% | 86.1 | 90% | 30.4 | 116.4 | 0% | 0.0 | 30% | 13.5 | 13.5 | 37 | | 202 | 25% | 816 | 614 |
| 9:00 AM | 30% | 27.9 | 75% | 17.4 | 45.3 | 0% | 0.0 | 0% | 0.0 | 0.0 | 80% | 12.1 | 100% | 2.7 | 14.8 | 70% | 133.9 | 90% | 30.4 | 164.3 | 0% | 0.0 | 60% | 27.0 | 27.0 | 37 | | 288 | 35% | 816 | 528 |
| 10:00 AM | 50% | 46.5 | 85% | 19.8 | 66.2 | 0% | 0.0 | 0% | 0.0 | 0.0 | 65% | 9.8 | 100% | 2.7 | 12.6 | 90% | 172.1 | 100% | 33.8 | 205.9 | 0% | 0.0 | 75% | 33.8 | 33.8 | 37 | | 355 | 44% | 816 | 461 |
| 11:00 AM | 65% | 60.4 | 95% | 22.1 | 82.5 | 0% | 0.0 | 0% | 0.0 | 0.0 | 62% | 9.4 | 100% | 2.7 | 12.1 | 90% | 172.1 | 100% | 33.8 | 205.9 | 15% | 38.3 | 75% | 33.8 | 72.0 | 37 | | 409 | 50% | 816 | 407 |
| Noon | 80% | 74.4 | 100% | 23.2 | 97.6 | 20% | 41.3 | 50% | 20.0 | 61.3 | 40% | 6.0 | 100% | 2.7 | 8.8 | 100% | 191.3 | 100% | 33.8 | 225.0 | 50% | 127.5 | 75% | 33.8 | 161.3 | 37 | | 591 | 72% | 816 | 225 |
| 1:00 PM | 90% | 83.7 | 100% | 23.2 | 106.9 | 45% | 93.0 | 60% | 24.0 | 117.0 | 32% | 4.8 | 100% | 2.7 | 7.6 | 85% | 162.6 | 100% | 33.8 | 196.3 | 55% | 140.3 | 75% | 33.8 | 174.0 | 37 | | 639 | 78% | 816 | 177 |
| 2:00 PM | 100% | 93.0 | 100% | 23.2 | 116.2 | 55% | 113.7 | 60% | 24.0 | 137.7 | 40% | 6.0 | 100% | 2.7 | 8.8 | 65% | 124.3 | 100% | 33.8 | 158.1 | 45% | 114.8 | 75% | 33.8 | 148.5 | 37 | | 606 | 74% | 816 | 210 |
| 3:00 PM | 100% | 93.0 | 100% | 23.2 | 116.2 | 55% | 113.7 | 75% | 30.0 | 143.7 | 40% | 6.0 | 75% | 2.1 | 8.1 | 40% | 76.5 | 75% | 25.3 | 101.8 | 45% | 114.8 | 75% | 33.8 | 148.5 | 37 | | 555 | 68% | 816 | 261 |
| 4:00 PM | 95% | 88.3 | 100% | 23.2 | 111.6 | 55% | 113.7 | 75% | 30.0 | 143.7 | 40% | 6.0 | 75% | 2.1 | 8.1 | 45% | 86.1 | 75% | 25.3 | 111.4 | 45% | 114.8 | 75% | 33.8 | 148.5 | 37 | | 560 | 69% | 816 | 256 |
| 5:00 PM | 90% | 83.7 | 95% | 22.1 | 105.8 | 60% | 124.0 | 100% | 40.0 | 164.0 | 40% | 6.0 | 75% | 2.1 | 8.1 | 60% | 114.8 | 95% | 32.1 | 146.8 | 60% | 153.0 | 100% | 45.0 | 198.0 | 19 | -22 | 620 | 76% | 816 | 196 |
| 6:00 PM | 80% | 74.4 | 85% | 19.8 | 94.1 | 60% | 124.0 | 100% | 40.0 | 164.0 | 40% | 6.0 | 75% | 2.1 | 8.1 | 70% | 133.9 | 95% | 32.1 | 165.9 | 90% | 229.5 | 100% | 45.0 | 274.5 | 5 | -22 | 690 | 85% | 816 | 126 |
| 7:00 PM | 75% | 69.7 | 80% | 18.6 | 88.3 | 80% | 165.4 | 100% | 40.0 | 205.4 | 40% | 6.0 | 75% | 2.1 | 8.1 | 70% | 133.9 | 95% | 32.1 | 165.9 | 95% | 242.3 | 100% | 45.0 | 287.3 | | -33 | 722 | 88% | 816 | 94 |
| 8:00 PM | 65% | 60.4 | 75% | 17.4 | 77.9 | 100% | 206.7 | 100% | 40.0 | 246.7 | 40% | 6.0 | 75% | 2.1 | 8.1 | 65% | 124.3 | 95% | 32.1 | 156.4 | 100% | 255.0 | 100% | 45.0 | 300.0 | | -44 | 745 | 91% | 816 | 71 |
| 9:00 PM | 50% | 46.5 | 65% | 15.1 | 61.6 | 100% | 206.7 | 100% | 40.0 | 246.7 | 40% | 6.0 | 75% | 2.1 | 8.1 | 30% | 57.4 | 80% | 27.0 | 84.4 | 90% | 229.5 | 100% | 45.0 | 274.5 | | -44 | 631 | 77% | 816 | 185 |
| 10:00 PM | 35% | 32.5 | 45% | 10.5 | 43.0 | 100% | 206.7 | 100% | 40.0 | 246.7 | 40% | 6.0 | 75% | 2.1 | 8.1 | 25% | 47.8 | 65% | 21.9 | 69.8 | 90% | 229.5 | 100% | 45.0 | 274.5 | | -44 | 598 | 73% | 816 | 218 |
| 11:00 PM | 15% | 13.9 | 15% | 3.5 | 17.4 | 80% | 165.4 | 70% | 28.0 | 193.4 | 40% | 6.0 | 75% | 2.1 | 8.1 | 15% | 28.7 | 65% | 21.9 | 50.6 | 90% | 229.5 | 85% | 38.3 | 267.8 | | -22 | 515 | 63% | 816 | 301 |
| Midnight | 0% | 0.0 | 0% | 0.0 | 0.0 | 50% | 103.4 | 50% | 20.0 | 123.4 | 40% | 6.0 | 75% | 2.1 | 8.1 | 10% | 19.1 | 35% | 11.8 | 30.9 | 0% | 0.0 | 50% | 22.5 | 22.5 | | | 185 | 23% | 816 | 631 |

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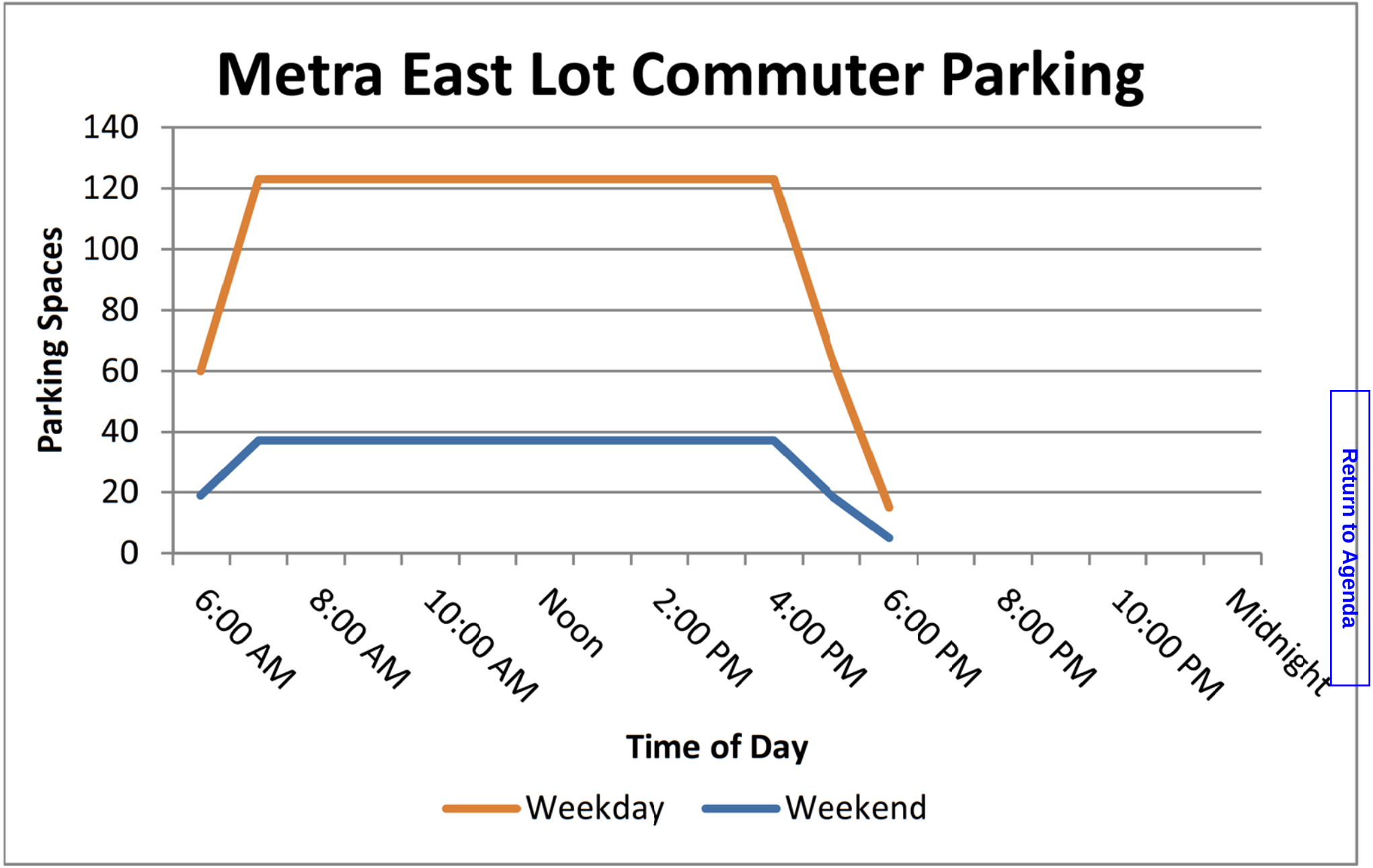


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This Instrument was
*PREPARED BY, AND, UPON RECORDATION,*
*RETURN TO:*

**ABRAHAM TRIEGER, ESQ.**
**LEVENFELD PEARLSTEIN, LLC**
**2 NORTH LASALLE STREET**
**SUITE 1300**
**CHICAGO, ILLINOIS 60602**

**THIS SPACE FOR RECORDER'S USE ONLY**

# DECLARATION OF COVENANTS, RECIPROCAL EASEMENTS AND OPERATING AGREEMENT FOR WHEELING TOWN CENTER

Exhibit recevied September 1, 2016

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# DECLARATION OF COVENANTS, RECIPROCAL EASEMENTS AND OPERATING AGREEMENT FOR WHEELING TOWN CENTER

**THIS DECLARATION OF COVENANTS, RECIPROCAL EASEMENTS AND OPERATING AGREEMENT FOR WHEELING TOWN CENTER** (this "Declaration") is made and entered into as of the ___ day of _____, ____ (the "Effective Date") by _____, a[n] _____ ("Declarant").

## PRELIMINARY STATEMENT

A. Declarant is the owner in fee of certain parcels of land located in Cook County, Illinois, legally described in Exhibit A attached to and made part hereof (the "Real Estate"). Declarant intends to develop the Real Estate as a mixed-use development known as "Wheeling Town Center" (the "Development"), as generally depicted on the site plan set forth in Exhibit B attached to and made a part hereof (the "Site Plan").

B. Located within and constituting a portion of the Real Estate, are 12 parcels designated as "Lot A", through "Lot L", inclusive, in Exhibit A-1 and on the Site Plan (sometimes referred to in this Agreement as a "Lot", or collectively as the "Lots"). The Lots are contiguous, and Declarant intends to development the Lots for their respective purposes.

C. Declarant, by this Declaration, intends to impose and establish easements of common use and ingress and egress upon and over the Common Areas (as hereinafter defined) of the Development, and to provide for (i) payment of taxes and the cost of maintaining, repairing and insuring the Development, and (ii) certain permitted and prohibited uses of any Building (as hereinafter defined), and other areas within the Development.

D. Although, as of the Effective Date, the Lots are owned by the Declarant, the Lots may in the future be owned separately. As referred to in this Declaration, the fee owner, from time to time, of each Lot shall be referred to in this Declaration as an "Owner", and collectively, as the "Owners".

**NOW, THEREFORE**, in consideration of the Recitals and the covenants contained in this Declaration, the Declarant, intending to be legally bound, declares that the Real Estate and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Declaration, and declares that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges and charges created under this Declaration shall exist at all times hereafter amongst, and be binding upon and inure, to the extent provided herein, to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Real Estate, and each of the foregoing shall run with the land subjected to this Declaration.

## ARTICLE 1
## DEFINITIONS

"**Access Driveways**" shall mean those driveways and drive aisles shown on the Site Plan, as modified from time to time in accordance with this Declaration, which provide ingress and egress to and from the Development and (i) _____, (ii) _____, and (iii) any adjacent property over which easement rights for ingress and egress have been granted for the benefit of the Development, or any portion of the Development, as such driveways and drive aisles are generally depicted on the Site Plan.

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"**Approving Party**" shall mean the Owner designated from time to time to make certain decisions, and/or give certain approvals pursuant to the terms of this Declaration. There shall be one (1) Approving Party representing each Lot. Each Approving Party shall have absolute discretion to make the decisions or amend or terminate this Declaration pursuant to Section 6.9(F), and/or give the approvals expressly designated to be made or given on behalf of the Lot represented by such position, regardless of whether the Approving Party then owns all or less than all of such Lot. The Owner designated as Approving Party for Lot J shall have the right to assign such status to any other Owner owning a portion of Lot J; provided, however, if such assignment is not made in writing, then, the status of Approving Party for Lot J shall automatically be deemed assigned to the Owner acquiring the portion of Lot J owned by the Owner then holding the status of Approving Party for Lot J. Declarant shall be the initial Approving Party for the Lots. If a Lot is owned by more than one Person, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in such Lot shall designate the Approving Party to represent all Owners of such Lot. Until the notice of transfer of a Lot is given to the Approving Party for Lot J, the transferring Owner shall (for the purpose of this Declaration only) be the transferee's agent with respect to this Declaration.

**"Arbitrable Dispute"** shall mean any dispute arising under this Declaration which is expressly made subject to arbitration under the provisions of Article 8 or is designated in this Declaration as an Arbitrable Dispute.

**"Benefiting Owner"** shall mean the then current Owner of the Lot that benefits from an Easement granted under this Declaration.

**"Building"** or **"Buildings"** shall mean any and all enclosed structures, constructed or from time to time located on the Real Estate, which shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

"**Building Area**" shall mean the limited areas of the Development within which a Building may be constructed, placed or located, which limited areas are delineated in the Site Plan.

**"Burdened Owner"** shall mean the then current Owner of the Lot that is subject to an Easement granted under this Declaration.

"**Common Area**" shall mean all areas within the boundaries of the Real Estate which are available for the common use and benefit of the Owners, Occupants and Permittees, exclusive of Buildings and other Building improvements such as trash enclosures and utility boxes. Common Area shall include the Access Driveways and the Village Green. **[Note – are any of the parking spaces to be exclusive parking spaces pursuant to the Commuter Station Development Agreement?]**

"**Common Area Maintenance Costs**" is defined in Section 4.2(B).

"**Claims**" shall mean claims and demands, including any action or proceeding brought therefor, and all costs, losses, expenses and liabilities, (including reasonable attorneys' fees and costs of suit), including liens arising out of an event or occurrence.

"**Constant Dollars**" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on January 1 of the sixth calendar year following the Effective Date, and thereafter, at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "**Base Index Number**" shall be the level of the Index for calendar year 2016; the "**Current Index Number**" shall be the level of the

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Index for the calendar year immediately preceding the adjustment year; and the "**Index**" shall be the Consumer Price Index for all Urban Consumers (CPI-U), published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then, the Owner of Lot J shall substitute for the index comparable statistics as computed by an agency of the United States Government, or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

"**CPFs**" shall mean the commuter parking facilities in the Village of Wheeling related to Wheeling commuter rail station as identified in the Shared Maintenance Agreement.

**"Declarant"** shall mean the Person first identified as Declarant above.

**"Development"** shall have the meaning as set for in Recital A.

"**Easements**" shall mean all easements declared, granted or created pursuant to the terms and provisions of this Declaration.

"**Force Majeure Event**" shall have the meaning set forth in Section 6.12.

"**Governmental Authorities**" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

"**Indemnitees**" shall mean the licensees, concessionaires, contractors, subcontractors, agents, servants, and employees of a Person.

"**Laws**"; "**Law**" shall mean statutes, rules, regulations, orders, ordinances and other laws of Governmental Authorities.

"**Lot**", "**Lots**" shall have the meanings as set forth in Recital B.

"**Occupant**" shall mean any Person from time to time entitled to the use and occupancy of any portion of a Building under any ownership right, lease, sublease, license, concession or other similar possessory agreement.

"**Operating Owner**" shall mean (i) Declarant, so long as Declarant is the Owner of any Lot and has not in a writing recorded with the Recorder, designated the Owner of Lot J as the Operating Owner; or (ii) the Owner of Lot J if (x) at any time, Declarant has in a writing recorded with the Recorder, designated the Owner of Lot J as the operating Owner; or (y) at any time the Declarant is not the Owner of any Lot.

"**Owner**"; "**Owners**" shall have the meaning set forth in Recital D.

"**Person**" shall mean any individual, partnership, corporation, limited liability company, firm, association, trust or any other form of business or government entity.

"**Permittee**" shall mean the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, patrons, licensees, subtenants and concessionaires of Declarant, other Owners and Occupants insofar as their activities relate to the intended development, use and

occupancy of the Development. Among others, Persons engaging in the following activities on the Common Area shall not be considered to be Permittees:

Exhibiting any placard, sign or notice;

Distributing any circular, handbill, placard or booklet;

Soliciting memberships or contributions;

Parading, picketing or demonstrating; and

Failing to follow rules and regulations relating to the use of Declarant's Property.

"**Recorder**" shall mean the Office of the Recorder of Cook County, Illinois.

"**Redevelopment Agreement**" shall mean that certain Restated Redevelopment Agreement – Wheeling Town Center dated _____ __, 2016 by and between the Village and Declarant.

"**Shared Maintenance Agreement**" shall mean that certain Maintenance Agreement dated _____ ___, 2016 by and between the Village and Declarant.

"**Site Plan**" shall mean the Site Plan attached hereto as Exhibit B attached hereto and made a part hereof.

"**Utility Lines**" shall mean those facilities and systems for the transmission of utility services, including drainage and storage of surface water, sanitary sewers, storm drains, water (fire and domestic), gas, electric, telephone and communication lines. For purposes of this Declaration, "Utility Lines" shall not include (i) the large diameter regional pipe which connects or will connect Lake Heritage and the property developed or to be developed on the north side of Dundee Road **[REVIEW]**, and (ii) the water mains owned and maintained or to be owned and maintained by the Village pursuant to the Redevelopment Agreement. "**Common Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service to more than one Lot, including extensions therefrom to the perimeter of any Lot. "**Separate Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service to only one (1) Lot (including any portion of a Common Utility Line within the perimeter of each of the Lots). For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line. Utility Lines installed pursuant to this Agreement shall only provide service necessary for the development and/or operation of the Development.

"**Village**" shall mean the Village of Wheeling, an Illinois home rule municipal corporation.

"**Village Green**" shall mean Lot ___ which is included as Common Area, and is to be used solely as a landscaped area for _____.

For convenience, the Exhibits are identified below:

| | |
|---|---|
| Exhibit A | Legal Description of the Real Estate |
| Exhibit B | Site Plan |
| Exhibit C | Proportionate Shares of Common Area Maintenance Costs |

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## ARTICLE 2
## EASEMENTS

2.1 Grant and Declaration of Reciprocal Easements. There is hereby granted, declared and reserved by Declarant for the mutual and reciprocal benefit of each Lot and any and all parts thereof, and for the mutual and reciprocal benefit of the present and future Owners of the Lots, and their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, a permanent, mutual, reciprocal non-exclusive easement and right for the passage and parking of vehicles over and across the parking and driveway areas of the Common Areas on the Burdened Owner's Lot, including any Access Driveways, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, Access Driveways and sidewalk areas of the Common Areas on the Burdened Owner's Lot, as the same may from time to time be constructed and maintained for such use. The rights encompassed within this grant shall include the right to use and enjoy all entrances, exits, driveways, parking spaces, walks and service drives located within the Common Areas of the Development, Village Green, and such additional common facilities as may now or hereafter be established and constructed upon the Lots for the purposes for which they are provided and intended. The Common Areas shall not be materially altered or modified without the prior written approval of the Owners, which approval shall not be unreasonably withheld. An Owner shall not be deemed to have unreasonably withheld approval of an alteration or modification of any of the Common Areas if any such alteration or modification would materially and adversely affect or impair the use and enjoyment of such Owner's Lot by such Owner or any Permittee of such Owner. Notwithstanding anything contained in this Section 2.1 to the contrary, the easement rights created pursuant to this Section 2.1 shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

i. Each Owner reserves the right to close-off any portion of the Common Area on such Owner's Lot (exclusive of the Access Driveways), for such reasonable period of time as may be legally necessary, in the opinion of the counsel for such Owner to prevent the acquisition of prescriptive rights by any Person; and

ii. Each Owner reserves the right to temporarily erect or place barriers in and around areas on such Owner's Lot (exclusive of the Access Driveways) which are being constructed and/or repaired in order to insure either safety of Persons or protection of property.

2.2 Utilities.

(A) There is hereby granted, declared and reserved by Declaration for the mutual and reciprocal benefit of each Lot and any and all parts thereof, and for the mutual and reciprocal benefit of the present and future Owners of the Lots, and their respective successors, assigns, mortgagees, lessees, employees, agents, customers, licensees and invitees, non-exclusive, mutual, perpetual Easements in, to, over, under, along and across those portions of the Common Area located on such Burdened Owner's Lot (exclusive of any portion located within a Building) ("Utility Easement Area") necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of Utility Lines serving the Benefiting Owner's Lot. All Utility Lines shall be underground except those Utility Lines which on the Effective Date are above ground, or as may be required by any governmental agencies having jurisdiction over the Development or by the provider of any utility service. Such Utility Easement Area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company, or five (5) feet on each side of the centerline if the easement is granted to an Owner.

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An Owner installing Separate Utility Lines pursuant to the provisions of this Section 2.2 shall pay all costs and expenses with respect to the installation and maintenance thereof, and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area. The Owner of a Lot on which any Separate Utility Line within the Utility Easement Area is located agrees to defend, protect, indemnify and hold harmless the other Owners from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the exercise of the right to install, maintain and operate the Separate Utility Line within the Utility Easement Area. If Common Utility Lines are installed, all repairs, maintenance, replacement and other work thereon shall be part of Common Area maintenance obligation pursuant to Section 4.2(A).

(B) Each Owner hereby grants, declares, reserves and conveys to the other Owners the perpetual right and easement to discharge surface storm drainage and/or runoff from the Benefiting Owner's Parcel over, upon and across the Common Area of the Burdened Owner's Lot, upon the following conditions and terms:

i. The Common Area grades and any surface water drainage/retention system for the Development shall be maintained in strict conformance with the grades and systems for the Development as constructed or as to be constructed by Declarant;

ii. No Owner shall alter, or permit to be altered, the surface grade of the Common Area or the drainage/retention system constructed on its Lot if such alteration would materially increase the flow of surface water onto any other Lot either within the aggregate or by directing the flow of surface water to a limited area; and

iii. All surface water collection, retention and distribution facilities shall be deemed a Common Utility Line.

Each Benefiting Owner agrees to defend, protect, indemnify and hold harmless the Burdened Owners from and against all claims or demands, including any action or proceeding brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and costs of suit, arising out of or resulting from the exercise of the right to discharge surface storm drainage and/or runoff on the Common Area of such indemnified Burdened Owner's Lot.

2.2.1. Relocation of Utility Lines. An Owner shall have the right to relocate a Utility Line on its Lot upon thirty (30) days prior written notice to the Owner(s) on whose Lot(s) such Utility Line is to be relocated; provided that such relocation shall:

i. not unreasonably interfere with or diminish the utility service to such other Owner(s); and if an electrical line/computer line is being relocated, then, the Owner relocating such Utility Line and the Owner(s) on to whose Lot(s) the Utility Line is to be relocated shall coordinate such interruption to eliminate any detrimental effects;

ii. not materially reduce or unreasonably impair the usefulness or function of such Utility Line;

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iii. be performed without cost or expense to the other Owner(s) on whose Lot(s) such Utility Line is to be relocated;

iv. be completed using materials and design standards which equal or exceed those originally used; and

v. have been approved by the provider of such utility service and the appropriate Governmental Authorities.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey to the Owner(s) on whose Lot(s) such Utility Line is to be relocated, shall be at the expense of the Owner relocating the Utility Line, and shall be accomplished as soon as possible following completion of such relocation.

2.2.2. Enforcement. In the event an Owner fails to perform its obligations under this Section 2.2, the other Owners shall each have the right to claim a default pursuant to Section 6.1, and avail themselves of all the provisions therein contained, including the right to lien a Defaulting Owner's Lot, and receive Interest at the rate specified in Section 6.2 on all sums expended to cure such default.

2.3 Construction, Maintenance and Reconstruction. **[REVIEW FOR APPLICABILITY]**

(A) In order to accommodate any footings, foundations, columns or walls which may be constructed or reconstructed immediately adjacent to a common boundary line and which may overlap that common boundary line, there is hereby granted, declared and reserved by Declarant for the mutual and reciprocal benefit of each Lot and to each Owner owning any adjacent Lot, a non-exclusive Easement in, to, over, under and across that portion of its Lot adjacent to such common boundary line in space nor theretofore occupied by any then-existing Building or to be occupied by a contemplated Building for the construction, maintenance and replacement of underground footings to a maximum lateral distance of five feet (5') and for the construction, replacement and maintenance of foundations, columns or walls to a maximum lateral distance of six inches (6"). The Easement created by this Section 2.3(A) shall continue in effect for term of this Declaration and thereafter for so long as the Building utilizing the easement area exists (including a reasonable period to permit reconstruction or replacement of such Building if the same shall be destroyed, damaged or demolished).

(B) Prior to utilizing any Easement set for in Section 2.3(A), the Benefitting Owner shall advise the Burdened Owner of its intention to use the same, and shall provide plans and specifications and proposed construction techniques for the improvements to be located within the Easement area, and shall give the Burdened Owner an opportunity to commence any construction activities which it contemplates undertaking to the end that each Owner involved shall be able to utilize subterranean construction techniques which will permit the placement above ground of a Building on each Lot immediately adjacent to the common boundary line. If a common subterranean construction element is used, it is specifically understood that the Benefitting Owner and the Burdened Owner shall each assume and pay its reasonable share of the cost and expense of the initial construction and, so long as both Owners are benefiting therefrom, subsequent maintenance thereof. In the event any Building utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element shall be left in place for the benefit of any Building utilizing the same located on the adjoining Lot.

(C) In connection with any construction, reconstruction, repair or maintenance on the Lot, each Owner reserves the right to create a temporary staging and/or storage area in the Common Area at such location as will not unreasonably interfere with access between such Lot and the other areas of the

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Development. The Owner creating such temporary staging and/or storage area in the Common Area shall reasonably maintain the temporary staging and/or storage area in a sightly condition. Prior to the commencement of any work which requires the establishment of a staging and/or storage area, such Owner shall give the Approving Parties at least 30 days prior notice of the proposed location; provided, however, if a business is operating on a Lot, then no other Owner's staging area shall be located within _____ feet of the front door of the Building on such Lot or ___ feet from the property line of such Lot, and if substantial work is to be performed, the constructing Owner shall, at the request of any Approving Party, fence off the staging and storage area. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Lot, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon the constructing Owner's Lot, or other construction access points mutually agreed to by the Approving Parties. Upon completion of such work, the constructing Owner shall restore the affected Common Area to a condition equal to or better than that existing prior to commencement of such work.

2.4 Restriction. No Owner shall grant any easement for the purpose set forth in this Article for the benefit of any property not within the Development; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements by an Owner on its Lot to governmental or quasi-governmental authorities or to public utilities.

2.5 Arbitrable Dispute. Any disputes concerning the existence, location, nature, use and scope of any of the Easements granted under this Article 2 shall constitute Arbitrable Disputes.

## ARTICLE 3
## CONSTRUCTION AND COVENANTS

3.1 General Requirements.

(A) In connection with any construction activities performed by an Owner within the Development, such Owner shall perform such construction activities in compliance with all applicable Laws. All construction shall be performed in a good, safe, workman-like manner.

(B) The construction activities performed by an Owner shall not:

i. unreasonably increase the cost of constructing improvements on another Lot; or

ii. unreasonably interfere with construction work being performed on any other part of any other Lot; or

iii. unreasonably interfere with the use, occupancy or enjoyment of any part of any other Lot by the Owner of such Lot or any Occupant of such other Lot; or

iv. cause any Building located on another Lot to be in violation of any Laws; or

v. result in any temporary or permanent closure, obstruction or blockage of any of the Access Driveways.

No Building shall be constructed on a Lot other than within the Building Area depicted on the Site Plan as the "Building Area" of such Lot.

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(C) Each Owner shall defend, indemnify and hold harmless the other Owners from all Claims, and from any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person, arising out of or resulting from any construction activities performed or authorized by such indemnifying Owner; provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of such indemnified Owner, its Indemnitees, or anyone claiming by, through or under any of them unless covered by the release set forth in Section 5.5(C).

(D) Each Owner shall maintain and keep the exterior portion of the Buildings on its Lot in first-class condition and state of repair in compliance with all Laws, and in compliance with the provisions of this Declaration. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers within the areas so designated by the Operating Owner so that they are not readily visible from the customer parking area, and to arrange for regular removal of such trash or garbage.

3.2 Common Area. The Common Area shall initially be located within the areas shown on the Site Plan, subject to changes thereto required by Governmental Authorities and any other changes reasonably required by the Operating Owner, provided that any such changes to the Common Areas reasonably required by the Operating Owner (i) are performed in accordance with Law, (ii) do not materially or adversely impair the use and enjoyment of any Lot by the Owner of such Lot or any Permittee of such Owner, and (iii) do not block, obstruct or impair the use by any Owner or any Permittee of such Owner of any drive-through facility serving any Lot. No fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall be erected or permitted within or across the Common Area.

3.3 Liens. In the event any mechanic's, materialmen's and/or laborer's lien or claim for lien is filed against the Lot of an Owner as a result of services performed or materials furnished for the use of another Owner, the Owner permitting or causing such lien to be so filed agrees to cause such lien to be discharged in accordance with this provision, and further agrees to indemnify, defend, and hold harmless the other Owners and the respective Lots of such other Owners against all Claims on account of such lien or claim of lien. The Owner permitting or causing such lien to be filed agrees to promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge within sixty (60) days of the attachment of the lien to the Lot of any other Owner. Nothing herein shall prevent an Owner permitting or causing such lien from contesting the validity thereof in any manner such Owner chooses so long as such contest is pursued with reasonable diligence and the Lots of the other Owners are adequately protected against loss, cost or damage arising by reason of such lien. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), the Owner permitting or causing the lien shall immediately pay the indebtedness which gave rise to the lien or cause such security to be applied in discharge of the lien, together with any interest, penalties, costs or other charges necessary to release such lien.

## ARTICLE 4
## MAINTENANCE AND REPAIR

4.1 Utility Lines. Common Utility Lines shall be maintained and replaced as provided in Section 4.2.

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4.2 Common Area.

(A) The Operating Owner shall maintain and operate, or cause to be maintained and operated, the Common Areas in a sightly, safe condition and good state of repair. All Common Area improvements shall be repaired or replaced with materials of a quality which is at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of Declarant's Property as a whole. The minimum standard of maintenance for the improved Common Area shall be comparable to the standard of maintenance followed in other first-class residential and retail developments of comparable size, age and tenant-mix in the greater Chicago metropolitan area; notwithstanding the foregoing, however, the Common Area shall be operated and maintained in compliance with all applicable Laws, and the provisions of this Declaration. Such operation, maintenance and repair obligation shall include, but not be limited to, the following:

i. Access Driveways, Parking Areas and Curbs. Maintaining, cleaning and replacing the Access Driveways and all other paved areas and surfaces, curbs and any ADA required ramps, access ways and crossings, in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resurfacing, restriping and resealing. (For the purpose of this Section 4.2(A)(i), an overlay of the drives and parking areas shall be considered a maintenance item.);

ii. Debris; Refuse; Snow and Ice. Periodically removing all papers, debris, filth, refuse, ice and snow, including vacuuming and broom-sweeping and rubbish removal, from the Common Area and Common Area improvements, to the extent necessary to keep the Common Area in a first-class, clean and orderly condition; provided, however, that Occupant-generated trash and/or garbage removal shall not be a Common Area Maintenance Cost since the cost of such removal shall be a separate charge to the Owner of the Building occupied by such Occupant. All such work shall be performed at appropriate intervals during such times as shall not unreasonably interfere with, or materially and adversely affect, the conduct of business or use of the Common Areas by Permittees;

iii. Street Lights, Signs and Markers. Placing, cleaning, keeping in repair, replacing and repainting any and all street lights, directional signs or markers, including any ADA and handicapped parking signs, and the Development Sign;

iv. Lighting. Maintaining, cleaning and replacing all Common Area exterior lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers illuminating the Common Area; provided however, exterior Building lighting fixtures, including any lighting fixtures associated with a canopy or other architectural feature forming a part of such Building, shall be considered a part of such Building, and the maintenance and replacement of such fixtures, and the cost of illumination, shall be the obligation of the Owner upon whose Lot such fixtures are located;

v. Landscaped Areas. Maintaining, repairing and replacing all landscaped areas, including plantings, trees and shrubs in a sightly condition, trimmed and weed-free; maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings; maintaining and repairing any irrigation system; and providing water for landscape irrigation through a properly maintained system, including performing any seasonal (start up and/or

winterization) maintenance thereto, and any modifications to such system to satisfy governmental water allocation or emergency requirements. If any Owner or Occupant requires "special" landscaping on such Owner's or Occupant's Lot (i.e., beyond the standard landscaping requirements for the remainder of the Development), or if landscaping additions/modifications are required as a result of a Building remodel or addition, the cost of installation, replacement and maintenance of such special or required landscaping shall be borne solely by such Owner or Occupant, as applicable, and shall not be included in Common Area Maintenance Costs;

vi. Obstructions. Keeping the Common Area, inclusive of Access Driveways, free and clear from any obstructions, including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Declaration;

vii. Sidewalks. Maintaining, cleaning and replacing all sidewalks, comprising Common Areas, and any sidewalks adjacent and contiguous to Buildings located within Development; and

viii. Common Utility Lines. Maintaining, repairing, replacing, and performing other necessary work thereon;

ix. Traffic. Supervising traffic at entrances and exists to the Development and within the Development as conditions reasonably require in order to maintain an orderly and proper traffic flow;

x. Village Green. Maintaining, repairing, replacing Village Green;

xi. Maintenance of Commuter Parking Facilities. Maintaining, or causing to be maintained, the CPF in a clean, operating, sightly and safe condition in accordance with the Shared Maintenance Agreement, including maintenance of all landscaping materials on the CPF in the condition required by the Shared Maintenance Agreement..

Notwithstanding anything to the contrary, each Owner shall maintain and repair, at its sole cost, in a clean, sightly and safe condition any exterior shipping/receiving dock area, any truck ramp or truck parking area, and any refuse, compactor or dumpster area.

(B) The Operating Owner shall maintain the Common Area for the benefit of the Owners in accordance with the requirements of Section 4.2(A). Each of the Owners hereby grant the Operating Owner and to the contractors, agents and employees of the Operating Owner, a license to enter upon such Owner's Lot to discharge the duties to operate, maintain and repair any portion of the Common Area located on such Owner's Lot. The Operating Owner shall expend such reasonable funds as are reasonably necessary for the operation, maintenance, repair, and, in accordance with Section 5.4(A), insurance, of the Common Area, including any capital expenditures for maintenance equipment to be permanently located at the Development (collectively, "**Common Area Maintenance Costs**") when expended. For the purposes of this Declaration, Common Area Maintenance Costs shall not include:

i. any late charges or fees arising out of or resulting from any violation by the Operating Owner relating to a breach of its obligations under this Section 4.2;

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ii. any charge for electricity for accent lighting or security lighting of any Building;

iii. any costs to clean up or repair the Common Area resulting from promotional activities (unless specifically approved by the Approving Parties) or from construction, maintenance or replacement of Buildings (except for any maintenance as may be required to be performed by Operating Owner under the terms of this Declaration);

iv. any costs resulting from or arising out of the repair or replacement of items covered by warranties or guaranties;

v. real property taxes and assessments applicable to the Common Area, or any portion thereof, so long as, and provided that the Common Area or such portion has a tax parcel identification number separate from that portion of Lot J which is not part of the Common Area;

vi. Operating Owner's profit, administrative and overhead costs (including office space, equipment and utilities; legal, accounting or administrative services, and personnel, except as set forth in Section 4.2 (C); or

vii. entertainment, transportation, meals and lodging of anyone.

Notwithstanding anything contained in this Section 4.2(B) to the contrary, Common Area Maintenance Costs with request to any year shall be reduced by any and all amounts the Village is required pursuant to the Shared Maintenance Agreement to contribute to the cost of maintenance of the CPF.

(C) The Operating Owner shall, at least ninety (90) days prior to the beginning of each calendar year, submit to the Approving Party for each Lot an estimated budget ("**Budget**") for the projected Common Area Maintenance Costs for operating and maintaining the Common Area for the ensuing calendar year. In the event the Approving Party for a Lot believes that any charge for a particular function of more than _____ Dollars ($_____) is excessive, such Approving Party shall notify the Operating Owner of such belief, and, thereupon, the Operating Owner shall obtain no fewer than two (2) competitive bids for such function. Unless the existing provider's cost is lower, the lowest acceptable bidder shall be utilized as soon as the contract with the existing provider can be terminated without penalty. The Budget shall include a management fee to be paid to the Operating Owner (the "**Management Fee**") equal to no more than __ percent (__%) of the Common Area Maintenance Costs for any calendar year; provided, however, that premiums and other costs attributable to the insurance to be maintained by the Operating Owner in accordance with Section 5.4(A) and any real estate taxes assessed against the Real Estate (if included in Common Area Maintenance Costs) shall not be considered for purposes of computing such management fee. The Budget shall identify separate cost estimates for at least the categories specified under Section 4.2(A), plus:

i. premium for public liability insurance covering the Common Area as required by Section 5.4(A);

ii. rental or purchase of equipment and supplies;

iii. depreciation or trade-in allowance applicable to items purchased for Common Area purposes; and

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iv. the Management Fee.

If an item of maintenance or replacement is to be accomplished in phases over a period of calendar years, such as resurfacing of the drive and/or parking areas, then, the Budget shall separately identify the cost attributable to such year (including the area of the Common Area affected) and shall note the anticipated cost and timing (indicating the area of the Common Area affected) of such phased work during succeeding calendar years.

(D) If (i) a proposed Budget for any calendar year exceeds by the Budget for the immediately preceding calendar year by more than _____ percent (____%), and (ii) Approving Party for a Lot disapproves the proposed Budget, such Approving Party shall give written notice (the "**Disapproval Notice**") to the Operating Owner within fourteen (14) days from the date such Approving Party received the subject proposed Budget. If the Disapproval Notice is given within such fourteen (14)-day period, then, such Approving Party shall consult with the Operating Owner to establish a final approved Budget. If a Budget for any calendar year is not approved by December 1st of the preceding calendar year, then, the Owners shall use commercially reasonable and good faith efforts to resolve the dispute. If, inspite of commercially reasonable and good faith efforts, a final Budget is not approved for any calendar year by _____ of such calendar year, then, the issue shall be an Arbitrable Dispute. Until a Budget for any calendar year is finalized, the Operating Owner shall continue to maintain and operate all of the Common Area for the next calendar year in accordance with the most recently approved Budget. Approval of the Budget, or any of the line items comprising a part thereof, shall not be considered a waiver of an Owner's right to audit and/or contest, in accordance with Section 4.2(G).

(E) The Operating Owner shall use commercially reasonable efforts to operate and maintain the Common Area in accordance with the Budget. Notwithstanding the foregoing, the Operating Owner shall have the right to make emergency repairs to the Common Area to prevent injury damage to persons or property, it being understood that the Operating Owner shall nevertheless advise the other Owners of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof. If the cost of the emergency action exceeds $_____, then, the Operating Owner may submit a supplemental billing to each Owner, together with evidence supporting such payment, and each Owner shall pay its share thereof within thirty (30) days; if the cost limitation set forth above is not exceeded, then, such costs shall be included as part of the Common Area Maintenance Costs at the year end.

(F) Common Area Maintenance Costs shall be allocated between the Lots and the Owners based upon the respective proportions set forth in Exhibit C attached to and made a part hereof. Each Owner shall pay to the Operating Owner in equal monthly payments, in advance, such Owner's proportionate share of the Common Area Maintenance Costs based either upon the amount set forth in the approved Budget, or if a Budget is not approved, then, the lesser of the amount set forth in the unimproved Budget, or the monthly payment established for the prior year. The Operating Owner shall reasonable estimate such costs for the partial year during which its maintenance obligations commence, and each Owner shall make its first payment in the month following the Operating Owner's undertaking of such maintenance and repair of the Common Area. Within ninety (90) days after the end of each calendar year, the Operating Owner shall provide each Owner with a statement certified by an authorized officer of the Operating Owner, together with, upon request by the Approving Party for a Lot, supporting invoices and other materials setting forth the actual Common Area Maintenance Costs paid by the Operating Owner for the operation and maintenance of the Common Area, and such Owner's share of the aggregate thereof. If the amount paid with respect to a Lot for such calendar year shall have exceeded the proportionate share allocable to such Lot, then, the Operating Owner shall, at its option, either refund the excess to the Owner of such Lot at the time such certified statement is delivered, or credit such amount to such Owner's proportionate share for the ensuing year's Common Area Maintenance Costs. If the amount

paid with respect to a Lot for such calendar year shall be less than the share allocable to a Lot, the Owner of such Lot, shall pay the balance of its share to the Operating Owner within thirty (30) days after receipt of such certified statement. In the event a Lot is divided, the Owner causing such division shall, at its expense, prorate the allocation of Common Area Maintenance Costs and the Management Fee attributable to the original Lot between the newly created Lots, file a recorded declaration confirming such allocation, and deliver a copy of such declaration to the Operating Owner and to each of the other Owners.

(G) Within one hundred twenty (120) days after receipt of any such certified statement, an Owner (the "**Auditing Owner**") shall have the right to audit the Operating Owner's books and records pertaining to the auditing Owner's operation and maintenance obligations under Section 4.2(A) for the calendar year covered by such certified statement; provided the auditing Owner notifies the Operating Owner of its intent to audit at least thirty (30) days prior to the designated audit date. In the event that such audit shall disclose any error in the determination of the Common Area Maintenance Costs, the auditing Owner shall provide the Operating Owner with a copy of the audit, and an appropriate adjustment shall be made forthwith. The cost of any audit shall be assumed by the auditing Owner, unless the auditing Owner shall be entitled to a refund in excess of the greater of (i) five percent (5%) of the amount calculated by the Operating Owner as the auditing Owner's share for the applicable calendar year, or (ii) Three Thousand Dollars ($3,000.00), in which case the Operating Owner shall pay the cost of such audit not to exceed One Thousand Five Hundred Dollars ($1,500.00). A dispute regarding the results of such audit shall be an Arbitrable Dispute.

4.3 Maintenance of Buildings; Casualty and Condemnation.

4.3.1. Each Owner shall maintain and keep the Buildings located on its Lot in first-class condition and state of repair, in compliance with all Laws and this Declaration. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage. **[REVIEW]**

4.3.2. In the event all or any portion of any of the Buildings is damaged by fire or other casualty (whether insured or not), the Owner of the Lot on which such Building is located shall, subject to delays caused by or resulting from any Force Majeure Event and/or insurance adjustment delays, immediately remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall either (i) repair and restore such Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this Declaration, (ii) erect another Building in such location, such construction to be performed in accordance with all provisions of this Declaration, or (iii) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area until a replacement Building is erected. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives. Such Owner shall give notice to the other Owners within ninety (90) days from the date of such casualty of which alternative it elects in the case of damage to a Building, and shall remove or cause to be removed the damaged portion of such Building together with all rubble and debris related thereto. All areas on which Buildings are not reconstructed following a fire or other casualty shall, within ninety (90) days from the date the notice referred to in this Section 4.3.2 is given, be graded or caused to be graded by the Owner of the Lot on which such Building is located to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Development or any portion thereof, and shall be either (x) covered by a one inch asphalt dust cap, maintained, kept weed free and clean or (y) seeded, landscaped, maintained, kept weed free and clean, at the respective owner's sole expense until such time as Buildings are constructed thereon.

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## ARTICLE 5
## OPERATION OF THE DEVELOPMENT

5.1 Uses.

(A) No use shall be permitted within the Development which is inconsistent with applicable Laws. Without limiting the generality of the foregoing, the following uses shall not be permitted:

i. Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Building in the Development, provided, however, this prohibition shall not be applicable to drive-through speakers or order systems or any odor naturally emanating from the operation of a restaurant.

ii. Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;

iii. Any "'second hand" store or "surplus" store, odd lot closeout or liquidation store (except that nationally or regionally recognized retailers such as, but not limited to, Big Lots, TJ Maxx and Marshalls, and first class second hand stores, such as, but not limited to, Half Price Books and Once Upon a Child, shall be permitted to operate within Declarant's Property);

iv. Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction. reconstruction or maintenance);

v. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any Building);

vi. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

vii. Any central laundry dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping center in the metropolitan area where Declarant's Property is located;

viii. Any automobile, truck, trailer or recreational vehicles or boat sales, leasing display or body shop repair operation;

ix. Any bingo parlor, bowling alley or roller rink or skating rink, pool hall or billiard parlor (unless any of the foregoing are operated in conjunction with the sale of food or the operation of a restaurant, movie theater or other entertainment operation);

x. Any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-

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family units, and other forms of living quarters, sleeping apartments or lodging rooms;

xi. Any animal raising facility (except that this prohibition shall not prohibit pet shops such as Pet Smart);

xii. Any mortuary or funeral home;

xiii. Any educational or trading facility, unless such educational or training facility is incidental to the business operation being conducted by an Owner or Occupant;

xiv. Any blood bank;

xv. Any industrial use;

xvi. A car wash;

xvii. An assembly hall;

xviii. Any use involving telemarketing, telephonic or electronic surveys or opinion polling; any use involving the packaging or distribution of direct mail, political advertisements or other similar "bulk" mail, advertising or promotional material;

xix. Any (1) store primarily selling or leasing sexually explicit materials, (2) movie theater primarily showing pornographic movies, (3) massage parlor (except that first class massage facilities such as, but not limited to, Massage Envy, and chiropractic offices, shall be permitted to operate within Declarant's Property), (4) so called "head shop" or drug paraphernalia store, (5) any establishment featuring striptease acts, nude or topless dancing or similar activities, (6) store primarily selling items concerning sexuality (e.g. a so called "sex shop", (7) off-track betting parlor, (8) mortuary, or (9) use comparable to the foregoing uses;

xx. Any flea market, auction houses, amusement or video arcade (unless accessory to a movie theater or live performance theater or other permitted use);

xxi. Any family planning clinics;

xxii. Any store selling firearms or ammunition;

xxiii. Any gambling facility or operation, including off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black jack/keno machines or similar devices, or bingo hall. This prohibition shall not apply to government-sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Owner or Occupant, as applicable;

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xxiv. Any cocktail lounge, bar or tavern (unless any of the foregoing are operated in conjunction with the sale of food or the operation of a restaurant);

xxv. Any use prohibited under the Redevelopment Agreement, unless the Village in accordance with the Redevelopment Agreement allows such use.

(B) No Owner shall use or permit the use of Hazardous Materials on, about, under or in its Lots or any other portion of Declarant's Property, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner shall indemnify, protect, defend and hold harmless the other Owners from and against all Claims, including costs of investigation, litigation and remedial response arising out of any Hazardous Material used or permitted to be used by such Owner, whether or not in the ordinary course of business. For the purpose of this Section 5.1(B), the term (i) "**Hazardous Materials**" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" shall mean all Laws which relate to or deal with human health or the environment, all as may be amended from time to time.

(C) This Declaration is not intended to, and does not, create or impose any obligation on an Owner to operate, continuously operate or cause to be operated, a business or any particular business within Declarant's Property or on either Lots.

(D) This Declaration is not intended to, and does not, create or impose any obligation on an Owner to operate, continuously operate or cause to be operated, a business or any particular business with Declarant's Property or on either Lots.

5.2 Lighting. The Operating Owner shall keep the Common Area fully illuminated each day from dusk to at least 12:00 a.m. or such other time designated by the City, unless modified by agreement among the Approving Parties. **[Review]** Each Owner further agrees to keep any exterior Building security lights on its Lot illuminated from dusk until dawn.

5.3 Indemnification. Each Owner ("**Indemnitor**") covenants and agrees to defend, protect, indemnify and hold harmless the other Owners and their respective agents, servants, employees, tenants and contractors (collectively and severally, "**Indemnitees**") from and against all Claims, arising from or as a result of the negligent acts or omissions of the Indemnitor, its employees, servants, including, but not limited to, the failure of the Indemnitor to perform its obligations under this Declaration and agents, except to the extent any Claims are caused by the negligence or willful act or omission of Indemnitees.

5.4 Insurance. [**Review with insurance advisor]**

(A) The Operating Owner shall maintain or cause to be maintained in full force and effect Comprehensive General Liability Insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) covering the Common Area with a combined single limit of liability of not less than $2,000,000 per occurrence and a general aggregate amount on a per location basis of not less than in Constant Dollars) for bodily injury, personal injury and property damage, arising out of any one occurrence; each Owner and the Village shall be an additional insureds under such policy. Such insurance on the Common Area shall be a Common Area Maintenance Cost to be allocated between the Lots pursuant to Section 4.2(D).

(B) Each Owner (as to its Lot only including the Common Area on its Lot) shall maintain or cause to be maintained at its sole cost and expense, in full force and effect: (i) Commercial

General Liability Insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) of not less than $2,000,000 per occurrence, and a general aggregate amount on a per location basis of not less than $4,000,000 (both in Constant Dollars) for bodily or personal injury or death and consequential damages arising therefrom, and for property damage, arising out of any one occurrence; each Owner and the Village shall be additional insureds under such policy as it applies to the insuring Owner's Lot; (ii) Worker's compensation insurance as required by any applicable law or regulation; (iii) Employer's liability insurance in the amount of $1,000,000 each accident for bodily injury, $1,000,000 each employee for bodily injury by disease; and (iv) Automobile Liability Insurance for owned, hired and non-owned automobiles, the limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage; and (v) dram shop insurance, if applicable, to cover any liability which may arise from the sale of alcoholic beverages to patrons.

(C) So long as a Building exists on a Lot, each Owner shall also maintain, or cause to be maintained casualty insurance with "extended" or "all-risk" coverage, in the amount of one hundred percent (100%) of full replacement cost of the Building (excluding footings, foundations and excavations) and all improvements on such Owner's Lot.

(D) Each Owner (the "**Releasing Party**") hereby releases and waives for itself, and each Person claiming by, through or under it, the other Owners, individually (the "**Released Party**" and collectively, the "**Released Parties**"), from any liability for any loss or damage to all property of such Releasing Parties located upon any portion of the Development, which loss or damage is of the type generally covered by the insurance required to be maintained under this Section 5.5(D), irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required to be carried or actually carried, including any deductible or self-insurance reserve. Each Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. To the fullest extent permitted by law, each Releasing Party covenants and agrees to indemnify, defend and hold harmless each Released Party from and against all claims asserted by or through any Occupant or Permittees of the Releasing Party's Lot for any loss or damage to the property of such Occupant or Permittee located upon the respective Releasing Party's Lot, which loss or damage is of the type generally covered by the insurance required to be maintained under this Section 5.5(D), irrespective of any negligence on the part of the Released Party which may have contributed to or caused such loss.

(E) All insurance required by this Section 5.5, shall be procured from companies licensed in the State of Illinois, and shall be rated by Best Insurance Reports not less than A-/IX. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such procuring Owner; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $10,000,000 in Constant Dollars, then, such procuring Owner shall also maintain excess liability coverage necessary to establish a total liability insurance limit of $10,000,000 in Constant Dollars per location, (iii) a plan of self-insurance, provided that any Owner so self-insuring notifies Declarant and the other Owners of its intent to self-insure and agrees that, upon the request of Declarant or another Owner, it shall deliver to such other Owners each calendar year a copy of its annual report that is audited by an independent certified public accountant that discloses that such party has $100,000,000 in Constant Dollars or more of net current assets, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with this Section 5.5, the procuring Person shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, in no event shall any deductible exceed $25,000.00 in Constant Dollars, unless such Person complies with

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the requirements regarding self-insurance under clause (iii) above. Upon request of an Owner, the other Owner shall furnish to the requesting Owner, a certificate(s) of insurance evidencing that the insurance required to be carried by such Owner is in full force and effect.

The insurance required pursuant to (A), (B) and (C) of this Section 5.5, shall include the following provisions:

i. that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Declaration, nor shall it be allowed to expire without at least thirty (30) days' prior written notice by the insurer to each named insured and to each additional insured;

ii. for severability of interests;

iii. that an act or omission of one of the named insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other named insureds; and

iv. for contractual liability coverage with respect to the indemnity obligations set forth in this Declaration.

(F) If changes in the insurance industry shall make any of the descriptions of required insurance coverages described in the Declaration inaccurate, inappropriate or obsolete, an Owner shall have the right, with notice to the other Owner, to revise those provisions to accurately describe in the then current vernacular the types of insurance required hereunder.

## ARTICLE 6
## MISCELLANEOUS

6.1 Default.

(A) The occurrence of any one or more of the following events shall constitute a "**Default**" of this Declaration by the non-performing Owner (the "**Defaulting Owner**"):

i. The failure to make any payment required to be made under this Declaration within thirty (30) days of the due date; or

ii. The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in Section 6.1(A)(i), within thirty (30) days after the issuance of a notice by another Owner (the "**Non-Defaulting Owner**") specifying the nature of the default claimed (unless such failure cannot reasonably be cured within such thirty (30)-day period in spite of the reasonable diligent efforts of the Defaulting Owner, in which event such thirty (30)-day period shall be extended, so long as such Defaulting Owner is diligently pursuing the cure, but, in no event shall such cure period exceed ninety (90) days after issuance of such notice, provided, however, such ninety (90)-day period shall be extended if, and to the extent that, completion of such cure is delayed as a result of any Force Majeure Event).

(B) With respect to any default under Section 6.1(A)(i) or (A)(ii), the Non-Defaulting Owner shall have the right, but not the obligation, to cure such default by the payment of money or the

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performance of some other action for the account of and at the expense of the Defaulting Owner; provided however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Owner shall have the right to enter upon the Lot of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for default of its Occupants. In the event the Non-Defaulting Owner shall cure the default, the Defaulting Owner shall reimburse the Non-Defaulting Owner for all reasonable costs and expenses incurred in connection with such curative action, plus interest as provided in this Declaration, within thirty (30) days of receipt of demand, together with reasonable documentation supporting the expenditures made. In the event the Defaulting Owner does not reimburse the Non-Defaulting Owner as set forth above, in addition to any other remedy available to the Non-Defaulting Owner, including the rights pursuant to Section 6.1(C), the Non-Defaulting Owner shall have the right to offset such amount owed against any current or future sum of money due the Defaulting Owner until the full amount owed is recovered.

(C) Costs and expenses accruing and/or assessed pursuant to Section 6.1(B), shall constitute a lien against the Defaulting Owner's Lot. Such lien shall attach and take effect only upon recordation of a claim of lien in the office of the Recorder by the Non-Defaulting Owner. The claim of lien shall include the following:

i. The name of the lien claimant;

ii. A statement concerning the basis for the claim of lien and identifying the lien claimant as the Non-Defaulting Owner;

iii. An identification of the Defaulting Owner or reputed Defaulting Owner where Lot or interest therein against which the lien is claimed;

iv. The legal description of the Lot against which the lien is claimed;

v. A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and

vi. A statement that the lien is claimed pursuant to the provisions of this Declaration reciting the date of recordation and the recorded document number hereof.

The claim shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Defaulting Owner in accordance with Section 6.4. Such lien so claimed shall attach from the date of recording solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including a suit in the nature of a suit to foreclose a mortgage, deed of trust or mechanic's lien under the applicable provisions of the law of the State of Illinois.

(D) A Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the Defaulting Owner or any other Person violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such term, covenant or condition, it being agreed that the

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remedy at law for a breach of any such terms, covenants, or conditions, (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Person under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. Notwithstanding anything contained in this Section 6.1 or any other provisions of this Declaration to the contrary, in no event shall an Owner or any Occupant be entitled to recover damages for lost revenues, profits or business or any other consequential damages as a result of a breach of any of the terms or provisions of this Declaration.

6.2 Interest. Any time Declarant or the other Owner shall not pay any sum payable hereunder to another Owner within five (5) days of the due date, Declarant or such delinquent Owner shall pay interest on such amount from the due date to and including the date such payment is received by the Owner entitled thereto, at the lesser of:

i. The highest rate permitted by law to be paid on such type of obligation by the Person obligated to make such payment or the Person to whom such payment is due, whichever is less; or

ii. The prime rate, plus five percent (5%). As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by Parcel A Owner.

6.3 Estoppel Certificate. Each Owner agrees that, within twenty-one (21) days after the written request (which shall not be more frequent than three (3) times during any calendar year) of another Owner, such Owner shall issue to the requesting Owner, or to the mortgagee or prospective purchaser mortgagee or successor mortgagee if the Lot owned by the requesting Owner, an estoppel certificate stating, to the best of the issuer's knowledge as of such date:

i. whether it knows of any default under this Declaration by the requesting Owner, and if there are known defaults, specifying the nature thereof;

ii. whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof;

iii. whether this Declaration is in full force and effect; and

iv. any other information reasonably requested by the requesting Owner, mortgagee or prospective mortgagee or successor.

Such estoppel certificate shall act to estop the issuer of such estoppel certificate from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information (but it shall estop such issuer from making assertions contrary to those set forth in the

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estoppel certificate for the period covered by the certificate), nor shall such issuance be construed to waive any rights of the issuer to perform an audit or obtain an adjustment with respect to Common Area Maintenance Costs for any year it is entitled to do so, or to challenge acts committed by the requesting Owner for which approval by an Approving Party was required but not sought or obtained. If the Owner to whom a written request for an estoppel certificate is given respond to such request by issuing an estoppel certificate within twenty-one (21) days from receiving such request, then, such Owner shall be conclusively deemed to have acknowledged and agreed that, as of the expiration of such twenty-one (21)-day period:

(A) there is no default under this Declaration by the requesting Owner;

(B) this Declaration has not been assigned, modified or amended in any way; and

(C) this Declaration is in full force and effect.

6.4 Notices. To be effective, all notices, demands and requests (collectively, "**Notice**") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been given as of the date such Notice is (i) delivered to the Owner intended, (ii) delivered to the then designated address of the Owner intended, (iii) rejected at the then designated address of the Owner intended, or (iv) sent by nationally recognized overnight courier with delivery instructions for "next business day" service. The initial address of Declarant shall be:

_____
_____
_____
_____
Attention: _____

With a copy to:

Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention: Abraham Trieger, Esq.

Any Notice incapable of being delivered to the required address other than due to the sender's fault (because the addressee has moved, etc.) is deemed to be a refusal. Upon at least ten (10) days' prior written Notice, each Owner shall have the right to change its address for Notice purposes to any other address within the United States of America. Notices to other Owners shall be initially given to the address they respectively designate in a Notice given pursuant to this Section 6.4. If no such Notice is given, then such Owner's address for Notices shall be the "grantee's address" stated in the deed conveying its Lot to such Owner.

6.5 Approval Rights.

(A) Nothing contained in this Declaration shall limit the right of an Owner to exercise its business judgment, or act in a subjective manner with respect to any matter as to which it has specifically been granted such right, or the right to act in its sole discretion or sole judgment, except as expressly required under this Declaration, whether "objectively" reasonable under the circumstances, and any such exercise shall not be deemed inconsistent with any covenant of good faith and fair dealing otherwise implied by law to be part of this Declaration; and the Owners intend by this Declaration to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured.

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(B) Unless provision is made in this Declaration for a specific time period, each response to a request for an approval or consent shall be given by the Person to whom directed within fifteen (15) days of receipt of such request. Any disapproval shall be in writing and, subject to Section 6.5(A), the reasons therefor shall be clearly stated. If a response is not given within the required time period, the requested Person shall be conclusively deemed to have given its approval if the original notice started in capitalized letter that failure to respond within the applicable time period will be deemed an approval. Notwithstanding anything contained herein to the contrary, the provisions of this Section 6.5(B) do not apply in any manner or fashion to any request which requires an amendment to this Declaration, such requests being governed solely by the provisions of Section 6.9(F).

6.6 Condemnation Awards. In the event any portion of the Development shall be condemned, or conveyed under the threat of condemnation, the award shall be paid to the Owner owning the land or the improvements taken, and the other Owners hereby waive and release any right to recover any value attributable to the property interest so taken, except that (i) if the taking includes improvements belonging to more than one Owner such as Common Utility Lines, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly used improvements to a useful condition, and (ii) if the taking includes easement rights, the portion of the award allocable to each such easement right shall be paid to the grantee thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the Owner owning the land or the improvement taken, then, the Owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in the Declaration shall expire or terminate based solely upon such taking.

6.7 Binding Effect. The terms of this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Owners hereunder. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby, including, without limitation, the Existing Reciprocal Easement Agreement.

6.8 Transfer of Ownership. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the Lot owned by it which accrue during the period of such ownership, until such time as an Owner has transferred such Lot, at which time, the transferring Owner's personal liability for unaccrued covenants, obligations and undertakings shall terminate. An Owner transferring all or any portion of its interest in such Lot shall give prompt notice to other Owner of such transfer and shall include therein at least the following information:

i. the name and address of the new Owner, and

ii. a copy of the legal description of the Lot transferred.

6.9 Construction and Interpretation.

(A) This Declaration and the Exhibits hereto contain all the representations and the entire agreement between the Owners with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Declaration and the Exhibits attached hereto. This Declaration has been fully reviewed by the Owners, and after advice by counsel and other representatives chosen by such Parties, such Parties are fully informed with respect thereto; and, based on the foregoing, the provisions of this Declaration and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against an Owner.

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(B) Whenever required by the context of this Declaration, (i) the singular shall include the plural and vice versa, (ii) the masculine shall include the feminine and neuter genders and vice versa; and (iii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

(C) Except as otherwise specifically indicated, all references to an article, section or other provisions refer to Articles, Sections and other provisions of this Declaration, and all references to Exhibits refer to exhibits attached to this Declaration.

(D) The captions preceding the text of each article, section or other provisions are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

(E) Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

(F) This Declaration may be amended by, and only by, a written instrument signed by all of the then current Approving Parties with respect to each Lot, and shall be effective only when recorded with the Recorder; provided, however, no such amendment shall impose any materially greater obligation on, or materially impair any right of, an Owner or its Lot or any Occupant of a Lot without the consent of such Owner and the Occupant of such Lot, if any. Except as otherwise provided in Article 9, no consent to the amendment of this Declaration shall ever be required of any Occupant or Person other than the Owners (if required) at the time, nor shall any Occupant or Person other than the Owners at the time have any right to enforce any of the provisions hereof. Since the submission of a proposed amendment to the Parties is not an item of "consent" or "approval", each Owner may consider any proposed amendment to this Declaration in its sole and absolute discretion without regard to reasonableness or timeliness.

(G) This Declaration may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Declaration may be executed and notarized on separate pages, and when attached to this Declaration shall constitute on (1) complete document.

6.10 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among Declarant and/or the other Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Declarant and each other Owner shall be considered as separate Persons, and neither Developer nor any other Owner shall have the right to act as an agent for another such Person, unless expressly authorized to do so herein or by separate written instrument signed by the Person to be charged.

6.11 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Declarant's Property or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of Declarant or any other Owner shall inure to the benefit of any unrelated third party, nor shall any unrelated third party be deemed to be a beneficiary of any of the provisions contained herein.

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6.12 Excusable Delays. Whenever performance is required of any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, weather conditions, or any cause beyond the reasonable control of such Person (each a "**Force Majeure Event**"), then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section 6.12 shall not operate to excuse any Person from the prompt payment of any monies required by this Declaration.

6.13 Mitigation of Damages. In all situations arising out of this Declaration, the Owners shall attempt to avoid and mitigate the damages resulting from the conduct of any other such Person, and each such Person shall take all reasonable measures to effectuate the provisions of this Declaration.

6.14 Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall (i) entitle any Person to cancel, rescind or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of Declarant's Property. Any liens filed pursuant to this Declaration shall be subordinate to any mortgage or trust deed then in effect. However, such limitation shall not affect in any manner any other rights or remedies which a Person may have hereunder by reason of any such breach.

6.15 Time. Time is of the essence of this Declaration.

6.16 No Waiver. The failure of any Person to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Person may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms,. covenants or conditions. No waiver by any Person of any default under this Declaration shall be effective or binding on such Person unless made in writing by such Person, and no such waiver shall be implied from any omission by such Person to take action in respect to such default. No express written waiver any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration.

6.17 Limitation of Liability. There shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute Declarant or any other Owner, including officers, directors, employees or agents of such Person, with respect to any of the terms, covenants, conditions, and provisions of this Declaration. In the event of default by a Defaulting Party hereunder. Declarant or any other Non-Defaulting Party (as defined in Section 6.1 who seeks recovery from a Defaulting Party hereto shall look solely to the interest of such Defaulting Party, its successors and assigns, in Declarant's Property for the satisfaction of each and every remedy of the Non-Defaulting Owner; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Owner to pursue equitable relief in connection with any term, covenants or condition of this Declaration, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance.

## ARTICLE 7
## TERM

This Declaration shall be effective as of the date first above written and shall continue in perpetuity to the fullest extent legally possible. If the term of this Declaration is held to violate any rule against

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perpetuities, the term of this Declaration shall extend only 21 years after the death of all descendants of Barack H. Obama, President of the United States who are living or in gestation on the date of this Declaration. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except for the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that a Person may have against any other Person with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

## ARTICLE 8
## ARBITRATION

8.1 Disputes Subject to Dispute Resolution Procedure.

All questions, differences, disputes, claims or controversies arising among or between the Owners under this Declaration as to the following are subject to arbitration (except that a claim for emergency injunctive relief shall not be subject to this Article 8):

i. constituting a monetary claim involving an amount as to any one claim not exceeding $100,000 (in Constant Dollars), exclusive of attorneys' fees, interest and other similar amounts; or

ii. expressly made an Arbitrable Dispute by the terms of this Declaration, or otherwise subject to arbitration under this Article 8.

8.2 Notice.

If an Owner believes that (i) any Owner violated or breached this Declaration, or (ii) any matter or dispute is otherwise an Arbitrable Dispute under this Declaration, then, in the case of clause (i), the non-defaulting Owner shall deliver Notice to the alleged defaulting owner describing the matter, or, in the case of clause (ii), an Owner shall deliver Notice to the other Owner or Owners requesting resolution of the arbitrable dispute, and in the case of clause (i), the Owner receiving the Notice shall have ten (10) days from the date Notice was delivered to cure the matter or to give Notice that no such breach occurred with a written explanation. In the event that the alleged default is not cured within said 10-day period in the case of clause (i), or in the event the dispute is not resolved within ten (10) days in the case of clause (iii), the Owner shall proceed in accordance with the dispute resolution procedures of this Article 8.

8.3 Arbitration.

All Arbitrable Disputes shall be submitted for arbitration to an arbitrator at the Chicago, Illinois office of the American Arbitration Association ("AAA") in accordance with its then existing Private Arbitration Rules. If, within five (5) business days following receipt of a list of arbitrators from the AAA, the parties cannot agree on an arbitrator, then, any Owner can request that the arbitrator be chosen by the AAA. Such arbitration may be initiated at the request of any Owner. The fees and costs of such arbitration (filing fees, arbitrators' fees and expenses, court reporter's fees and transcript fees, but exclusive of witness fees and attorneys' fees) shall be borne in equal shares by the Owners which are parties to such arbitration. Any award of the arbitrators shall be final and binding upon the Owners and judgment thereon shall be entered by any court exercising jurisdiction over the Lots or the Owners.

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## ARTICLE 9
## AMENDMENT BY DECLARANT

9.1 Subdivision of Lots. **[REVIEW IF APPLICABLE]** Declarant may intend to subdivide any Lot such that all portions of a Lot may be separate, legally described parcels of land, property and space by recording a subdivision plat or survey with the Recorder ("Subdivision Plat"). Declarant reserves the right and power to record an amendment to and/or an amendment and restatement of this Declaration ("Subdivision Amendment") at any time and from time to time after the recording of the Subdivision Plat. A Subdivision Amendment may, among other things, (i) separate and change some of all of the references in and throughout this Declaration to the Lots, (ii) allocate the liabilities and obligations of the Owners, (iii) record or revise the legal descriptions of the Lots or any portion thereof, including, without limitation, (iv) allocate the Easements among the Lots, (v) grant additional easements as may be necessary, in Declarant's sole judgment, in order to effectuate the maintenance, operation and administration of the Development or any portion thereof, (vi) allocate the portion of the real estate tax bills for the Development or any portion thereof among the Owners, (vii) provide for additional services to be furnished by one Owner to one or more other Owners and for the payment of such services, and (vii) make such other modifications of, or additions or deletions to, this Declaration as may be necessary, in Declarant's sole judgment, in order to effectuate the maintenance, operation and administration of the Development or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Subdivision Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Development, and the acceptance thereon, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Subdivision Amendments. Each Subdivision Amendment shall be recorded with the Recorder, and shall be effective from and after the date of recording. The right of the Declarant to act pursuant to rights reserved or granted under this Section 9.1 shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Development Tract; provided, however Declarant shall have the right to assign its rights under this Section 9.1 to an Owner that is a fee owner of the Development Tract or any portion thereof by recording such assignment with the Recorder.

9.2 Special Amendment. In addition to, and not in limitation of, the rights reserved by and granted to Declarant under Section 9.1, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration to correct clerical or typographical errors in this Declaration. A Special Amendment may also contain such complementary, additional and supplemental grants and reservation of Easements as may be necessary to effectuate the maintenance, operation and administration of the Real Estate and may also make such other modifications of, or additions or deletions to, this Declaration as may be necessary, in Declarant's sole judgment, in order to effectuate same. Declarant also reserves the right to include in a Special Amendment revisions and additions to the legal descriptions of the Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to a special Amendment on behalf of each Owner as a proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting any portion of the Real Estate, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record Special Amendments. Each Special Amendment shall be recorded with the Recorder and shall be effective from and after the date of recording. The right of Declarant to act pursuant to rights reserved or granted under this Section 9.2 shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Real Estate; provided, however Declarant shall have the right to assign its rights under this Section 9.2 to a Party that is a fee owner of the Real Estate or any portion thereof by recording such assignment with the Recorder.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, Declarant has caused this Declaration to be executed by its duly authorized representative effective as of the day and year first above written.

**DECLARANT**:

_____,
_____

By: _____
_____

STATE OF _____ )
) SS:
COUNTY OF _____ )

Before me, a Notary Public in and for said County and State, personally appeared _____, known by me to be the _____of _____, and being first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this __ day of _____, _____.

_____

Notary Public

_____
Printed Name

My Commission Expires:
_____

Residing in:
_____ County, _____

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# EXHIBIT A

## LEGAL DESCRIPTION OF THE REAL ESTATE

Tax Identification Numbers:

_____

_____

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# EXHIBIT A-1

## LEGAL DESCRIPTION OF THE LOTS

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**EXHIBIT B**

**SITE PLAN**

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**EXHIBIT C**
**PROPORTIONATE SHARES OF**
**COMMON AREA MAINTENANCE COSTS**

| LOT | PROPORTIONATE SHARE |
|---|---|
| A | _____% |
| B | _____% |
| C | _____% |
| D | _____% |
| E | _____% |
| F | _____% |
| G | _____% |
| H | _____% |
| I | _____% |
| J | _____% |
| K | _____% |
| L | _____% |

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**WTC LLC Local Office**
**740 Waukegan Rd, Suite 310**
**Deerfield, IL 60015**

**WTC LLC Corporate Office**
**Four Executive Blvd, Suite 200**
**Suffern, NY 10901**

September 21, 2016

Andrew Jennings
Director of Community Development
Village of Wheeling

Andrew,

WTC LLC is requesting the following variances relating to the civil site work and infrastructure for the Town Center development project:

- Use of PVC for the Village water main.
- Using lime stabilization to reduce earthwork, while simultaneously enhancing the strength of the paving section.
- Use of crushed concrete versus virgin limestone for aggregate base and trench backfill where CA-6 gradation is used. Crushed concrete is commonly used on all IDOT roadway projects and is standard in most municipalities.
- Permission to crush existing concrete on site during specified hours.

Attached is a letter from Eriksson Engineering that was addressed to Jon Tack requesting permission for these variances. We have also provided a letter from our Geotechnical Engineer at ECS supporting the lime stabilization and crushed concrete.

We appreciate your consideration.

Sincerely,

Brad Friedman
WTC LLC - Founding Member

Exhibit received September 21, 2016

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ERIKSSON ENGINEERING ASSOCIATES, LTD.

April 21, 2016

Mr. Jon Tack, P.E.
Village Of Wheeling
2 Community Boulevard
Wheeling, IL 60090

Re: Wheeling Town Center
Pavement Options

Dear Jon,

At our recent meeting on April 18, 2016 we presented a few paving options that we wish to pursue in the development of the Wheeling Town Center site. This letter and the attachment constitute a formal request for the Village to consider and accept those modifications. These options include a change in the asphalt pavement section, the use of crushed concrete in lieu of virgin limestone and short term crushing of existing concrete on site.

With respect to the pavement section; as you are aware, the pavements on the site will be owned and maintained by the developer, and not the Village. We feel therefore that if the same or better structural number is provided with an alternative pavement section we would be in keeping with the intent of the Village standard. You asked that we provide a calculation of the structural number for our proposed alternative. Please refer to the attached letter from the project geotechnical engineer showing that through lime stabilization of the subgrade material the proposed pavement sections actually have a higher structural number than the Village standard. Lime stabilization would be done by a contractor familiar with the operation and in a manner acceptable to the Village.

Secondly, we discussed the use of crushed concrete (both from onsite crushing and imported) in lieu of virgin limestone material for aggregate base course, trench backfill and where required as a stone fill material. Please consider and approve this request. Crushed concrete has been used successfully for several decades by IDOT and other local DOT's as roadway aggregate and as a trench backfill. It is also used commonly by many municipalities in their own public improvements. As the attached letter from the geotechnical engineer also mentions use of crushed concrete is in keeping with the movement to reduce landfill waste and incorporate sustainable design (recycling) into modern improvements.

Lastly, we wish to crush the existing onsite concrete and reuse it in the proposed improvements. The concrete would be crushed to meet with IDOT CA-6 gradation thereby meeting the requirements for use as trench backfill, pavement aggregate base course and stone fill material where required. The one time crushing operation would last approximately 2 to 3 weeks, beginning approximately 1 month after mobilization and after site concrete and foundation demolition are complete. The operation would be centralized within the site and dust control would be provided throughout and hours of operation can be restricted to between 8 a.m. and 3 p.m. if requested. Please note that the nearby existing concrete plant does this same operation on a much larger and ongoing basis.

601 W. Randolph St, Suite 500, Chicago, IL 60661
P 312.463.0551 | F 312.463.0552 | RFeeney@eea-ltd.com

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We hope that the Village will accept these alternative construction options. Please let us know if you need any further information or documentation in your decision making process. We look forward to hearing from you soon.

Very truly yours,

**ERIKSSON ENGINEERING ASSOCIATES, LTD.**

Mr. George Dreger, P.E.
Principal/ Sr. Project Manager

145 COMMERCE DRIVE, SUITE A . GRAYSLAKE, ILLINOIS 60030
PHONE 847-223-4804 . FAX 847-223-4864 . EMAIL EMAIL@EEA-LTD.COM

ECS MIDWEST, LLC
"Setting the Standard for Service"
Geotechnical • Construction Materials • Environmental • Facilities

April 20, 2016

Brad Friedman
Executive Vice President
Urban R2 Development
20 North Wacker Drive, Suite 4120
Chicago, Illinois 60606
Email: BFriedman@UrbanR2.com

ECS Project No. 16:10271

Reference: Recommended Pavement Sections, Wheeling Town Center, Wheeling, Illinois

Dear Mr. Friedman:

We understand various pavement sections have been considered for the above referenced project site. In ECS' original report, we recommended a heavy duty section for drive lanes or other areas subjected to heavy traffic loads of 4½ inches of bituminous over 12 inches of crushed aggregate subbase. The Village of Wheeling has suggested a pavement section that matches one of their standards consisting of 7 inches of bituminous over 6 inches of crushed aggregate subbase. An alternate has been suggested to reduce the a mount of construction waste generated consisting of 4 inches of bituminous over 6 inches of crushed aggregate subbase on top of 14 inches of lime stabilized subgrade.

For the design of pavements, both loading and constructability factors should be considered to provide for a reasonable service life. We understand the alternate pavement section, including in-situ lime stabilization, is the preferred option. ECS was requested to evaluate the preferred option compared to ECS' original recommended pavement section and the Village of Wheeling suggested section. ECS determined the Structural Number (Sn) for each proposed section, utilizing the Coefficients for Materials in New Flexible Pavement Structures Modified AASHTO Design), Figure 54-5.O (from IDOT Pavement Design Manual, dated March 2013), as shown below:

Section 1, 4½ inches bituminous over 12 inches of crushed aggregate

$Sn = 4.5 \times 0.40 + 12 \times 0.14 = 1.80 + 1.68 = 3.48$

Section 2, 7 inches bituminous over 6 inches of crushed aggregate

$Sn = 7 \times 0.40 + 6 \times 0.14 = 2.80 + 0.84 = 3.64$

Section 3, 4 inches bituminous over 6 niches of crushed aggregate on top of 14 inches of lime stabilized soil subgrade

$Sn = 4 \times 0.40 + 6 \times 0.14 + 14 \times 0.12 = 1.60 + 0.84 + 1.68 = 4.12$

Section 3, which is the preferred option, provides the highest Structural Number for the pavement section. Further benefits of Section 3 include re-use of materials in place, and with a thinner total section of bituminous and crushed aggregate will require less material removal from the site, which can help to achieve LEED points, by being reducing construction waste

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disposal. In ECS' opinion, provided a minimum crushed aggregate subbase section of 6 inches is implemented, we believe Section 3, should provide similar or better long term performance as compared to Sections 1 and 2, provided our other recommendations regarding pavement construction and maintenance are followed (such as proper grading, proofrolling, placement, compaction and routine maintenance). We also recommend in-situ lime stabilization of the soil subgrade be performed by a specialty contractor, experienced in lime stabilization.

We also understand a concern has been raised regarding the use of crushed/recycled concrete as opposed to virgin crushed limestone. The use of crushed/recycled concrete has been growing over the last 20 to 30 years, and has been a common practice for the last 10 to 15 years, as a replacement for virgin crushed limestone. Even before LEED came into play, the idea of recycling concrete rather than filling up landfills had become well accepted. It has been our experience that crushed/recycled concrete aggregate performance is consistent with crushed limestone aggregate for use as fill in utility trenches, beneath slabs, pavements, foundations and other applications where crushed limestone has typically been used. We do recommend crushed/recycled concrete meets IDOT CA-6 gradation. In addition to the benefit of recycling materials and not filling up landfills, LEED points may be available, again for reduction of construction waste disposal.

We trust the information provided is satisfactory for your current use. If you have questions regarding the information contained herein, please contact us.

Respectfully,

**ECS MIDWEST, LLC**

BRETT GITSKIN
062-045078
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

Brett Gitskin, P.E.
Senior Principal Engineer
Renews 11/30/17

Cc: Mr. Peter Farquhar, WA Randolph

I:\Geotechnical\Reports\Job 10000-10999\10271 Wheeling Town Center\10217 pavement lime stabilized subgrade letter.doc

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| STRUCTURAL MATERIALS | MINIMUM STRENGTH REQUIREMENTS | | | COEFFICIENTS ③ | | |
|---|---|---|---|---|---|---|
| | MS ① | IBR | CS ② | $a_1$ | $a_2$ | $a_3$ |
| **HMA Surface** | | | | | | |
| Road Mix (Class B) | | | | 0.20 | | |
| Plant Mix (Class B) | | | | | | |
| Liquid Asphalt | | | | 0.22 | | |
| Asphalt Binder | 900 | | | 0.30 | | |
| HMA Surface Course (4% voids) | | | | 0.40 | | |
| **Base Course** | | | | | | |
| Aggregate, Type B | | | | | | |
| Uncrushed | | 50 | | | 0.10 | |
| Crushed | | 80 | | | 0.13 | |
| Aggregate, Type A | | 80 | | | 0.13 | |
| Waterbound Macadam | | 110 | | | 0.14 | |
| Bituminous Stabilized Granular Material | 300 | | | | 0.16 | |
| | 400 | | | | 0.18 | |
| | 800 | | | | 0.23 | |
| | 1,000 | | | | 0.25 | |
| | 1,200 | | | | 0.27 | |
| | 1,500 | | | | 0.30 | |
| | 1,700 | | | | 0.33 | |
| HMA Binder Course (4% voids) | | | | | 0.33 | |
| Pozzolanic, Type A | | | 600 | | 0.28 | |
| Lime Stabilized Soil | | | 150 | | 0.11 | |
| Select Soil Stabilized | | | 300 | | 0.15 | |
| with Cement | | | 500 | | 0.20 | |
| Cement Stabilized Granular Material | | | 650 | | 0.23 | |
| | | | 750 | | 0.25 | |
| | | | 1,000 | | 0.28 | |
| **Subbase** | | | | | | |
| Granular Material, Type B | | 30 | | | | 0.11 |
| Granular Material, Type A | | | | | | |
| Uncrushed | | 50 | | | | 0.12 |
| Crushed | | 80 | | | | 0.14 |
| Lime Stabilized Soil | | | 100 | | | 0.12 |

*Notes:*

① *Marshall Stability (MS) index or equivalent.*

② *Compressive strength (CS) in pounds per square inch (psi). For cement stabilized soils and granular materials, use the 7-day compressive strength that can be reasonably expected under field conditions. For lime stabilized soils, use the accelerated curing compressive strength at 120°F for 48 hours. For Pozzolanic, Type A, use the compressive strength after a 14-day curing period at 72°F.*

③ *For materials with strengths other than those shown, the coefficients may be determined from Figures 54-5.P, 54-5.Q, and 54-5.R. Other approved materials of similar strengths may be substituted for those presented in Figure 54-5.O.*

**COEFFICIENTS FOR MATERIALS IN NEW FLEXIBLE PAVEMENT STRUCTURES (Modified AASHTO Design)**

**Figure 54-5.O**



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WM. A. RANDOLPH INC.

builders • contractors • construction managers

820 Lakeside Drive, Suite 3 Gurnee, Illinois 60031

Phone (847) 856-0123 Fax (847) 856-0696

www.warandolph.com

September 22, 2016

**Mr. Andrew Jennings**
Village of Wheeling,
Community Development Department
2 Community Boulevard,
Wheeling, IL 60090

**Subject: Wheeling Town Center - Request for Variance for -**

**"Use of Steel Clad "MC-Cable" Systems"**

Dear Mr. Jennings:

This letter is submitted on behalf of WTC LLC, to formally request the approval of MC-Cable wiring systems in the 120-volt wiring systems in the residential units (only) as delineated by the teal green areas on the PUD drawings (PUD111, PUD 112 and PUD 113). In the rest of the building electrical work would use wiring systems as presently allowed by Village code (wiring in conduit or buss duct) this includes: the parking deck, all the high voltage feeders, and hookups to high voltage equipment as well as lighting in the corridors.

The National Electrical Code permits the use of MC Cable. However, local Wheeling Electric code amendments prohibit the use of MC- Cable in walls. They do allow MC-Cable for limited whips in the ceilings. Because the majority of the necessary wiring installations for the residential project are in the walls, we respectfully request that the variance be granted to allow for used for 120 volt wiring in both the walls and ceilings within the apartment units themselves.

MC-Cable "Metal clad" cable is a steel clad cable system that is prewired and pre-cut to finished requirements in a controlled manufacturing environment off site. It is installed on the job by skilled licensed union electricians. MC-Cable is used throughout the United States and in Illinois and is approved by the National Electric Code. I have attached an exhibit showing what MC-Cable is and looks like.

Exhibit received September 22, 2016

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The Ownership Group (WTC LLC), William A. Randolph, Inc. and our Electrical Designers and Sub-Contractors all believe MC-Cable is a safe and more cost effective wiring system than conduit and wire.

Given that this installation is supported by the National Electrical Code, we offer the following points to address any additional concerns that may exist regarding the use of this product:

- Lynmark has utilized MC Cable systems without safety incident throughout their entire residential portfolio that includes tens of thousands of units in New York, New Jersey and throughout the country.

RANDOLPH is currently under construction on a 144 unit extended stay hotel project in Oakbrook, IL where the use of MC Cable has been permitted and approved by the local jurisdiction. The use of MC Cable is not uncommon in large residential and commercial projects. Examples include:

1. 1571 Maple in Evanston (12 story 120 unit apartment),
2. Northwoods Apartments in Northbrook, IL
3. Sedgebrook Senior Living in Lincolnshire, IL
4. Three Crowns Park in Evanston, IL - Retirement Community (independent Living, Assisted Living and Healthcare)
5. Embassy Suites in Naperville, IL
6. Hyatt House in Evanston, IL
7. Hyatt House in Oak Brook, IL (in Process)

- The attached letter from the owner's electrical engineer supporting the substitution of MC-Cable for the specified field wiring in conduit systems.
- The attached letter from The Design Studio, the Wheeling Town Center Electrical Engineer, stating support of the MC Cable system.
- **Safety**
    - We are proposing the deployment of MC-Cable in low voltage 120 Volt wiring only.
    - We believe that MC Cable is as safe as wire in conduit systems. Both systems have protection from steel cladding which reduce the chance of damage to the wiring inside. Conduit is heavier gage cladding. However, MC-Cable is flexible and typically installed loose in the walls so it typically moves out of the way when a nail or screw is driven through the drywall while conduit is more rigid and does not typically move and can be easily penetrated by screws.
    - Both systems are protected by electrical breakers that trip when a grounding condition is encountered. In many areas in the units there are GFI outlets adding a second layer of protection.
    - From a practical matter, the vast majority of wiring is not in areas where people hang pictures or install television supports. The vast majority of wiring is below

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3' above the floor. In areas where outlets are higher the wiring is behind cabinets or back splashes where people will not hang pictures.

- **Quality Control**
  - All wiring systems are certified and guaranteed by the manufacturer to be free of defects. The wiring systems are installed by licensed union electricians in accordance with the manufacturer's specifications, in accordance with the NEC and generally accepted electrical practices. All circuits are checked for proper line voltage and continuity. These tests verify the installation is working properly. The electrician's work is inspected daily by the supervising electrician and weekly by the Electrical Project Engineer. In addition, William Randolph's Superintendents review the work performed on a daily basis to see that all work is installed in accordance with the drawings and specifications.
- **Repair of Damaged Systems**
  - Damaged wiring in MC Cable typically requires the re-running of the complete cabling system from the junction box to the affected outlet. In these situations, drywall may need to be removed and replaced which has an incremental effect on the cost of the repair.
  - Our ownership team understands and has managed long term operation of apartments for over thirty years and has and is prepared to make the proper repairs when needed. They are long term holders and will maintain ownership of this property for the foreseeable future.

In summary, we respectfully request the ability to use MC Cable systems that are approved by N.E.C. that will ultimately provide a safe, efficient and affordable construction solution for the Wheeling Town Center Apartment Building.

Thank you for your consideration we welcome the opportunity to discuss this further with you and your staff at your earliest convenience.

Sincerely,

J. Peter Farquhar

Sr. Project Manager Development

William A Randolph, Inc.

CC: Brad Friedman – WTC LLC

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Josh Goldstein, John Bryan, Cliff Egeberg – Lynmark Group

Anthony Fasolo, Tom Arsovski – Callison RTKL

AQUARIUS CONSULTING GROUP
111 COPPERFIELD LANE
METUCHEN NJ 08840
(732)744-9303 ~ Fax (732)744-9306

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September 2, 2016

Mr. Andrew C. Jennings, AICP
Director of Community Development
Village of Wheeling
Community Development Department
2 Community Boulevard
Wheeling, IL 60090

Subject: Use of Metal-Clad Cable in Multi-Family Construction

Dear Mr. Jennings:

I am writing to you as an Electrical Engineering consult to the Lynmark Group with regard to their request for the Village of Wheeling to grant a variance to permit the use of metal-clad (MC) cable for 120-volt branch circuit wiring in multi-family construction which is prohibited in the Village of Wheeling due to the Village's deletion of this permitted wiring method under Article 330 of the 2011 National Electrical Code (2011 NEC) in its adoption of the 2011 NEC as the Village's Electrical Code under Title 15, Chapter 15.01.030.B.10 of the Village's Municipal Code. As I am sure you are already aware, MC cable is commonly and safely used in multi-family construction throughout the country as it is a permitted wiring method in the 2011 NEC and current 2014 NEC. I have personally engineered dozens of multi-family dwellings that have utilized MC cabling as permitted by the NEC in the State of New York and Philadelphia metropolitan areas without any issues know to me.

The risk of damage to the conductors within properly installed MC cable is equal to if not less than those conductors installed within thin wall electrical metal tubing (EMT). If a nail or screw is driven through a wall where MC cable is concealed within but is too close to the wall board, the MC cable will flex in the wall void allowing the nail or screw to pass without damaging the outer metal cladding or the conductors contained within. If a nail or screw is driven through a wall were EMT concealed within but is too close to the wall board, the rigidly installed EMT will not flex and the nail or screw will easily be driven through the thin-walled EMT potentially allowing damage to occur to the conductors. Such damage could result in electrical shock or fire.

The use of EMT in place of the NEC permitted MC cable wiring methods in multi-family construction does not provide a cost benefit to the owner or residents. Articles 210.1(C) and 210.52 are very specific with the types and locations of electrical outlets that are to be provided in dwelling units. Any relocation of appliances or plumbing fixtures, or remodeling of a dwelling unit would result in the physical change in the location of electrical outlets due to NEC. The rigid and fixed installations of EMT do not afford itself to such changes within a dwelling unit. In addition, the initial installed costs of EMT verse MC cable wiring methods is substantially greater. These additional and unnecessary costs for EMT wiring methods will ultimately be passed on to the Village residents that will live in these dwelling units.

I ask that you provide your support for the Lynmark Group's variance request.

Sincerely,

Matthew C. Zabrosky
Professional Engineer
NY License No. 085248

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# the engineering studio, inc.

mechanical, electrical, plumbing, fire protection

September 20, 2016

Anthony Fasolo, AIA
CallisonRTKL Inc.
200 South Michigan Avenue, Suite 1800
Chicago, Illinois 60604

Re: Wheeling Town Center – Wheeling, Illinois
MC Cable Variance

Per your request, we are writing to offer our opinion of the proposed use of MC Cable (in lieu of wire and hard conduit) in the residential building at the Wheeling Town Center project.

While the use of MC Cable is specifically not allowed in the Wheeling code, the National Electrical Code does allow the use of MC Cable. We have designed other multifamily projects (outside of Illinois) using MC Cable.

As Engineer-of-Record for this project, we would support the use of MC Cable if allowed by the Village of Wheeling.

Please let me know of any questions.

Sincerely,

**The Engineering Studio, Inc.**

Eric L. Stein, P.E.
Principal

Illinois Licensed Professional Engineer #062.048938

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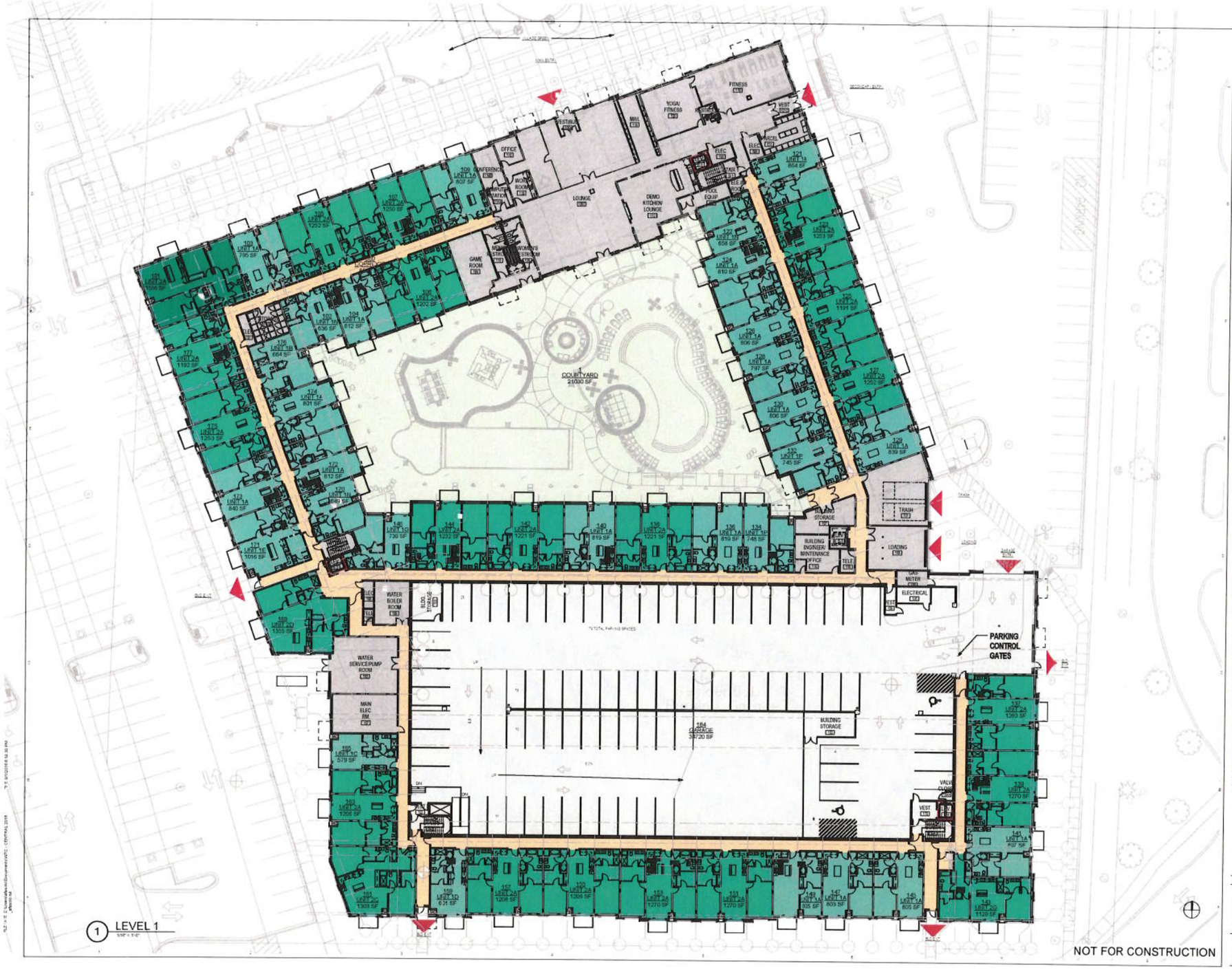


CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
206 S. MICHIGAN AVENUE
CHICAGO IL 60604
312.542.5900 MAIN
312.542.5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 036-120019.01

CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K/L

CLIENT
WTC LLC
740 WAUKEGAN ROAD
SUITE 400
DEERFIELD, IL 60015

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 1 | 08.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE
RESIDENTIAL LEVEL 1 FLOOR PLAN

NUMBER
PUD-111

2016 CALLISONRTKL INC

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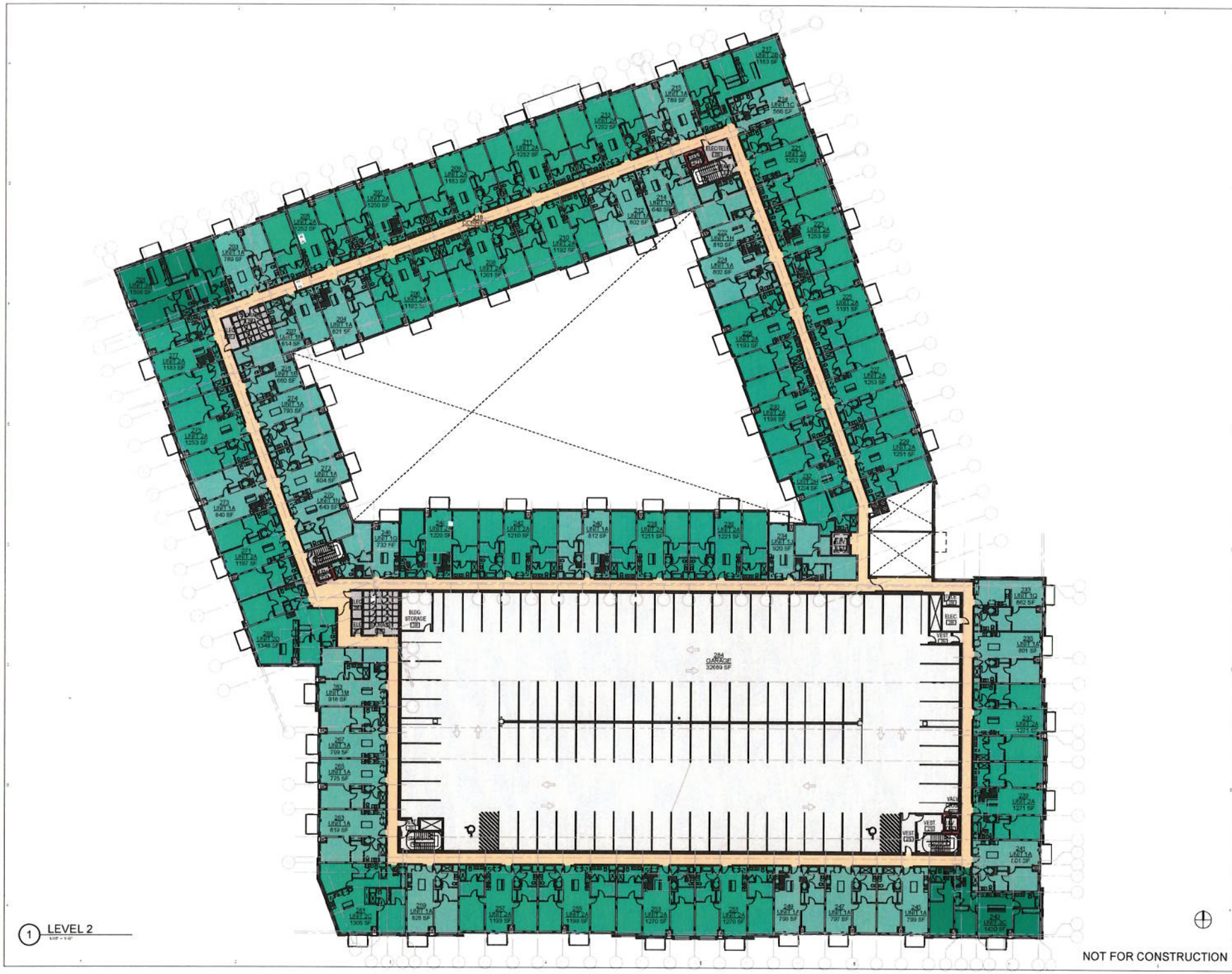


1 LEVEL 2
1/16" = 1'-0"

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120010.01

CONSULTANT

PROJECT

# WHEELING TOWN CENTER - BUILDING K/L

WHEELING

CLIENT
WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 1 | 06.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE

RESIDENTIAL LEVEL 2 FLOOR PLAN

NUMBER

PUD-112

2016 CALLISONRTKL INC.

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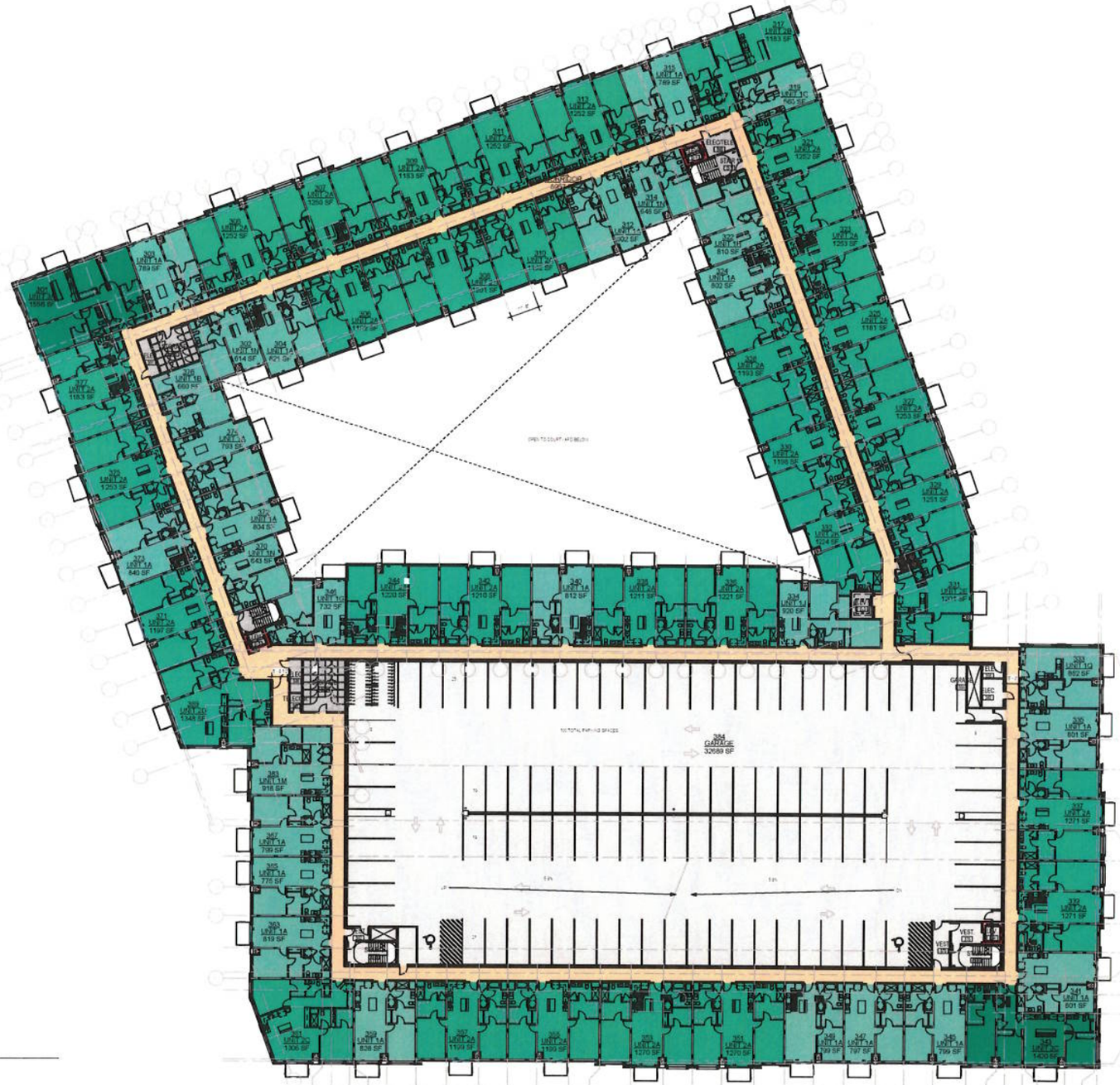



1 LEVEL 3
1/16" = 1'-0"

NOT FOR CONSTRUCTION

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K/L

WHEELING

CLIENT
WTC LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD IL 60015

ISSUE DRAWING LOG

| | | |
|---|---|---|
| 1 | 06.01.2016 | FINAL PUD SUBMITTAL |

SEAL

SHEET IDENTIFICATION

TITLE
RESIDENTIAL LEVEL 3-5 FLOOR PLAN

NUMBER
PUD-113

2016 CALLISONRTKL INC

Return to Agenda

AFC CABLE SYSTEMS®

A PART OF atkore INTERNATIONAL



# MC METAL CLAD CABLES

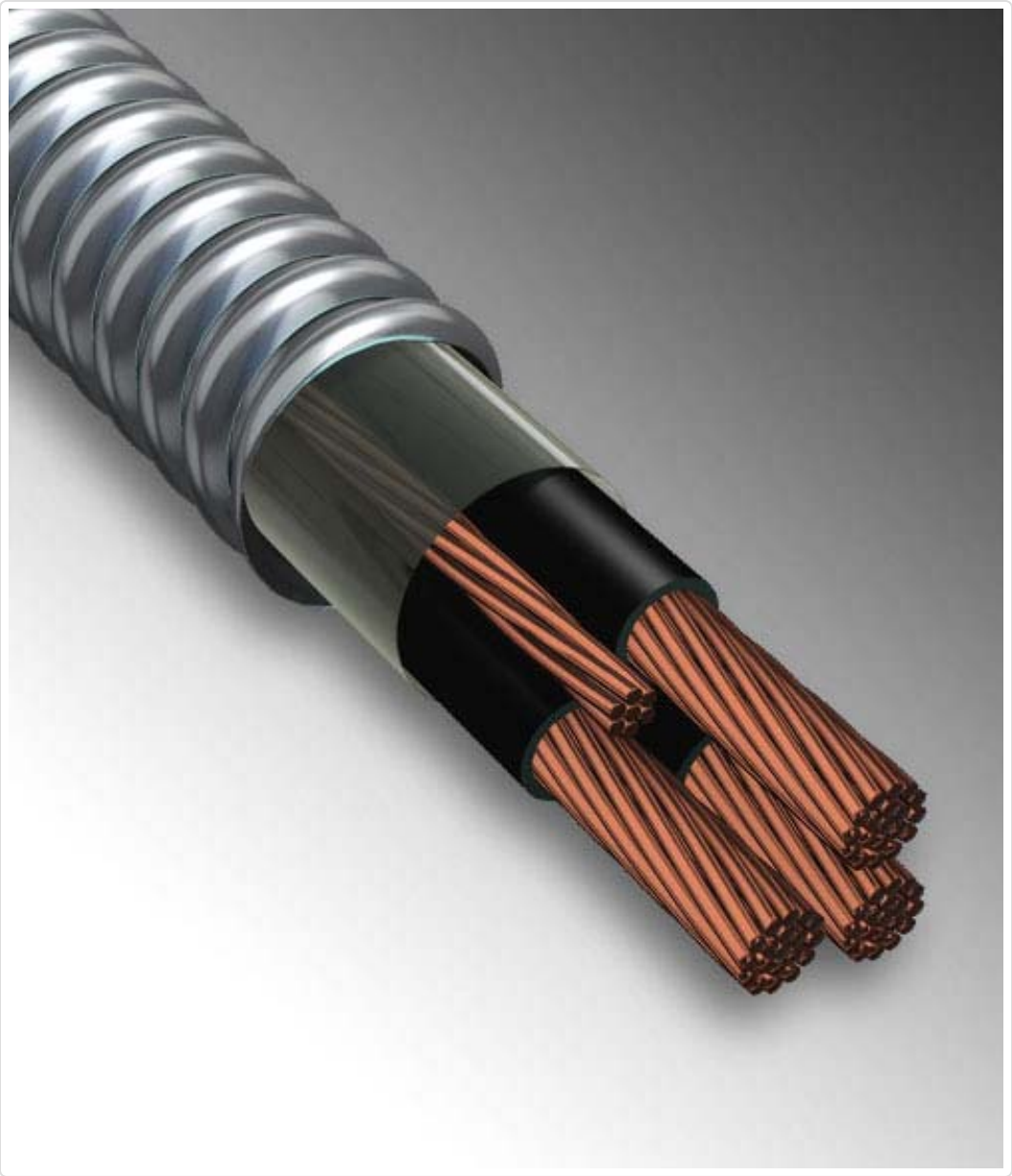


AFC manufactures standard Type MC Cables including MC TUFF, MC Lite® and other MC cables in a variety of specialty configurations, most featuring the ColorSpec® ID System. AFC's ColorSpec® ID system allows for the easy identification of cables without the need to open any panels. In addition to standard hospital green and fire alarm red, AFC has identified their MC Tuff® product with blue armoring and MC-Quik® in purple over the length of the cable. In addition to armoring color, AFC indicates the phases within each cable with the phase id coloring on the armoring.

Return to Agenda

In addition to standard MC cables, AFC also offers MCI-A type cables which feature the armor plus a full sized aluminum ground wire as the equipment grounding means. The MC-Stat® cable is a hospital grade cable with two ground fault paths that meet NEC® 517 requirements for health care applications. These redundant ground fault paths provide added safety for hospital and patient care areas. Both the MC stat and MC-Quik® MCI-A products come without an overall assembly tape, instead each conductor is individually insulated for quicker terminations and installation times.

MC cables come in a variety of configurations including isolated grounds, neutral per phase, super neutral and home run cable. With all of these configurations, you can find a cable to meet any needs. AFC also offers Parking Deck/Lot cable (PVC Jacketed MC Cable) which is MC Cable with galvanized steel armor with a PVC jacket. This cable is great for signal circuits in wet, dirty or oily locations, can be buried directly in earth or concrete, surface mounted or trenched for use in parking deck or parking lot applications, golf courses, docks, swimming pool motors, and many more.

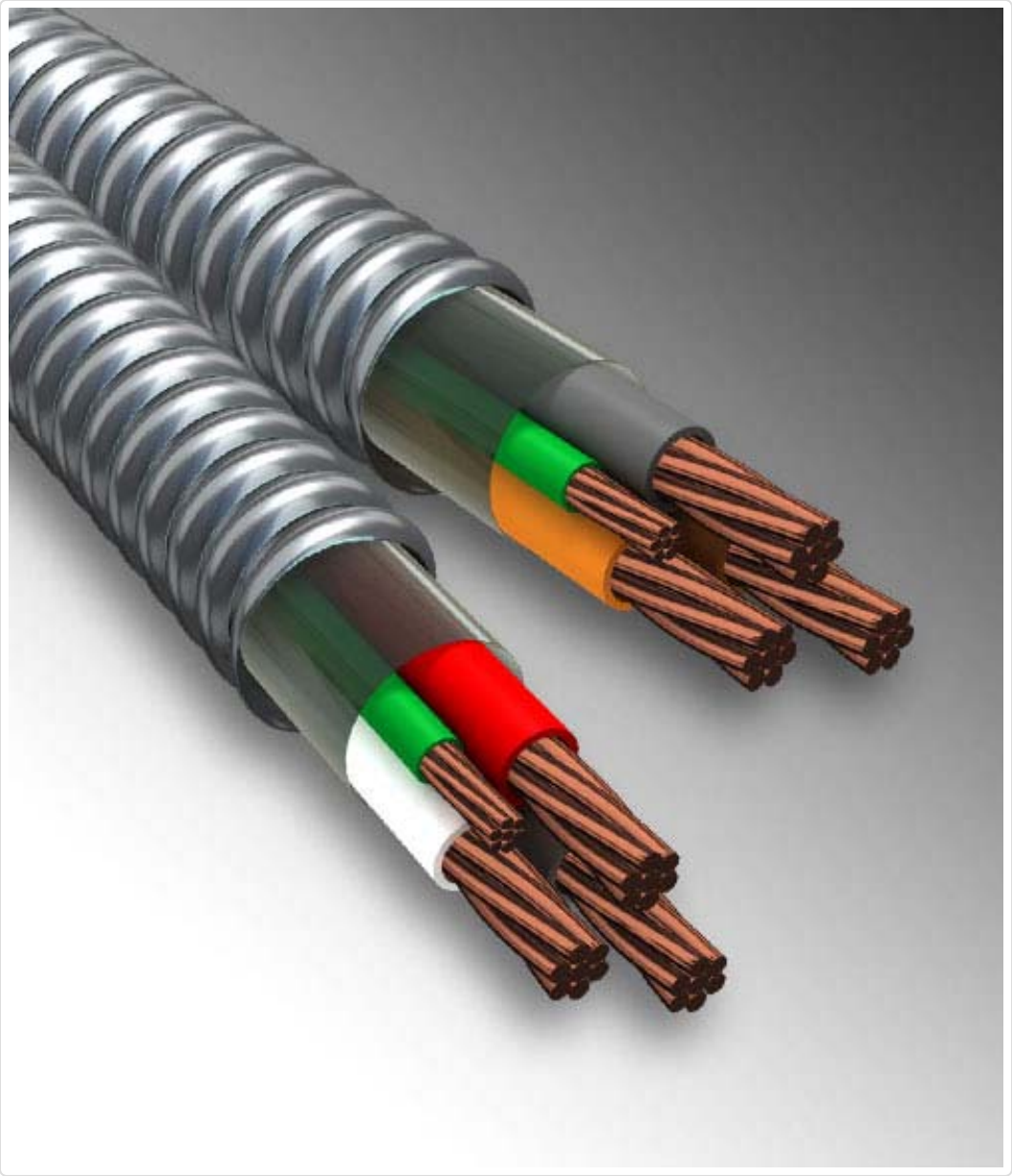


Return to Agenda

(http://www.afcweb.com/mc-metal-clad-cables/large-mc-feeder-cable/)

## Large MC Feeder Cable (http://www.afcweb.com/mc-metal-clad-cables/large-mc-feeder-cable/)

Large size MC Feeder Cable with galvanized interlocking aluminum armor and stranded conductors.



(http://www.afcweb.com/mc-metal-clad-cables/intermediate-feeder-size-mc-cable/)

## Intermediate Feeder Size MC Cable (http://www.afcweb.com/mc-metal-clad-cables/intermediate-feeder-size-mc-cable/)

Intermediate Feeder Size MC Cable comes with aluminum or galvanized steel armor. This product features galvanized interlocking steel strip or interlocking aluminum armor.

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# VILLAGE OF WHEELING
# LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** 13.B
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** October 17, 2016

**TITLE OF ITEM SUBMITTED:** A Resolution Authorizing the Village Manager to Execute an Easement Agreement Related to the Relocation of a Portion of the West Shore Pipeline

**SUBMITTED BY:** Andrew C. Jennings
Director of Community Development

**BASIC DESCRIPTION OF ITEM[1]:** In February of 2016, the Village entered into a pipeline relocation reimbursement agreement related to the relocation of a portion of the liquid petroleum pipeline that runs along the east side of Northgate Parkway south of Dundee Road. The relocation of the pipeline would facilitate the construction of the Wheeling Town Center development. Prior to commencing the relocation project, an easement for the future pipeline location must be approved and recorded.

**BUDGET[2]:**

**BIDDING[3]:**

**EXHIBIT(S) ATTACHED:**
Resolution
Staff memo
Grant of Easement document
Pipeline Easement Plan, last revised 10.3.2016

**RECOMMENDATION:** To approve.

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER**

---

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

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VILLAGE OF WHEELING ILLINOIS

**MEMORANDUM**

**TO:** **Jon A. Sfondilis, Village Manager**

**FROM:** **Andrew Jennings, Director of Community Development**

**DATE:** **October 17, 2016**

**SUBJECT:** A Resolution Authorizing the Village Manager to Execute an Easement Agreement Related to the Relocation of a Portion of the West Shore Pipeline


**EXECUTIVE SUMMARY**

In February of 2016, the Village entered into a pipeline relocation reimbursement agreement related to the relocation of a portion of the liquid petroleum pipeline that runs along the east side of Northgate Parkway south of Dundee Road. The relocation of the pipeline would facilitate the construction of the Wheeling Town Center development. Prior to commencing the relocation project, an easement for the future pipeline location must be approved and recorded.


The Village entered into an agreement with the West Shore Pipeline Company and the Wheeling Town Center developer (WTC LLC) in February of 2016 (Resolution No. 16-14, amended in May of 2016 by Resolution No. 16-50) to provide for the shared reimbursement of the relocation of a portion of a liquid petroleum pipeline; WTC LLC and the Village of Wheeling will evenly split the reimbursement to West Shore Pipeline for the costs associated with the pipeline relocation. The pipeline would be relocated from an existing easement on the east side of Northgate Parkway (south of Dundee Road) to a new easement along the railroad tracks. The relocation would facilitate the construction of the buildings in the Wheeling Town Center development.

Staff has received draft engineering drawings and is working with the pipeline company's engineer and the Wheeling Town Center development team to coordinate the overlapping construction of the two projects.

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The Grant of Easement document and associated plat of easement have been provided to the Village for review. At this time, the easement document and plat of easement require only minor revisions prior to execution and recording. The Village staff and attorney would work to finalize the documents for execution and recording. The recording of the easement would allow for the permit for the construction associated with the pipeline relocation to be issued once the final permit drawings are submitted and reviewed.

**Attachments:** Resolution
Draft Grant of Easement document
Plat of Easement (Pipeline Easement Plan, dated 9.6.2016, last revised 10.3.2016)

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**RESOLUTION NO.16 -_____**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN EASEMENT AGREEMENT RELATED TO THE RELOCATION OF A PORTION OF THE WEST SHORE PIPELINE**

**WHEREAS**, the Village of Wheeling entered into a pipeline relocation reimbursement agreement, authorized by Resolution No. 16-14, passed February 1, 2016 and amended by Resolution No. 16-50, passed May 2, 2016, in order to commence the formal design and engineering of the relocation of a portion of the West Shore Pipeline; and

**WHEREAS**, the Board of Trustees have previously determined that it is in the best interests of the Village of Wheeling to participate in the relocation of the pipeline in order to facilitate the development of the Wheeling Town Center; and

**WHEREAS**, per the pipeline relocation reimbursement agreement, the Village of Wheeling and WTC LLC, the developer of the Wheeling Town Center project, would jointly reimburse the pipeline company for the cost of relocating the pipeline; and

**WHEREAS**, the West Shore Pipeline Company has prepared preliminary engineering drawings depicting the relocation of the pipeline, and has provided a Grant of Easement document and associated Pipeline Easement Plan; and

**WHEREAS**, the Village Staff and Village Attorney have reviewed the Grant of Easement document and Pipeline Easement Plan, and believe that minor revisions are necessary to finalize the two documents for execution and recording purposes;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS** that the Village Manager is hereby authorized to execute a Grant of Easement and associated Plat of Easement (Pipeline Easement Plan) related to the relocation of a portion of the West Shore Pipeline currently located along the east side of Northgate Parkway, as shown in the draft documents dated October 3, 2016, attached hereto, subject to minor revisions by the Village Manager and Village Attorney, and with the following conditions of approval:

1. The plat of easement, which also depicts property owned by the Commuter Rail Division of the Regional Transit Authority (Metra), must also be signed by Metra prior to recording; and
2. The construction authorized by the easement agreement remains subject to permit approval authority by the Village and shall not commence until such permit is issued by the Village.

Trustee _____ moved, seconded by Trustee _____

That Resolution No. 16-_____ be adopted.

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| | | | |
|---|---|---|---|
| President Argiris | _____ | Trustee Krueger | _____ |
| Trustee Brady | _____ | Trustee Lang | _____ |
| Trustee Papantos | _____ | Trustee Vito | _____ |
| Trustee Vogel | _____ | | |

Resolution No. 16-_____ adopted this _____ day of _____, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

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**BU: US254LU**
**RE: 20303 Tr# 65**
**COUNTY: Cook**

# EASEMENT GRANT

The **VILLAGE OF WHEELING**, a municipal corporation, having a mailing address of 2 Community Boulevard, Wheeling, Illinois 60090 (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, and sells forever to **WEST SHORE PIPE LINE COMPANY**, a Delaware corporation, with offices at Five TEK Park, 9999 Hamilton Blvd, Breinigsville, Pennsylvania 18031 (hereinafter called "Grantee"), and its successors and assigns, a perpetual easement (hereinafter called the "Easement") to be used as hereinafter provided, over the lands of the Grantor in Village of Wheeling, Cook County, Illinois, said lands being more particularly described in that certain Trustee's Deed dated December 23, 1997; recorded on December 30, 1997 as Document No. 97977093 in the office of the Recorder of Deeds, Cook County, IL; said Easement area being described as thirty feet (30') in width, the centerline of which is the pipeline, being more fully depicted and described in detail on that certain drawing entitled "Pipeline Exhibit, West Shore Pipeline Relocation, Wheeling, Illinois", prepared by Patrick Engineering, dated September 6, 2016 and revised on October 3, 2016, attached hereto as Exhibit "A" and made a part hereof.

1. The Easement hereby granted shall be used for the construction, installation, operation, maintenance, reconstruction, replacement, and abandonment of a pipeline, and all appurtenances thereto, including markers, valves, and cathodic protection equipment, over, under, upon, through, and across the Right-of-Way for the transportation of gases, liquids, solids, or any combination thereof, together with the right at any time to enter upon said Right-of-Way on foot or with vehicles for any purpose connected with such use and to maintain such pipeline in good operating condition and to make such alterations, repairs, or replacements thereof from time to time as Grantee may require; and also together with the right of reasonable ingress to and egress from said Right-of-Way over lands of Grantor to and from a public road or highway at such locations as Grantor may reasonably direct.

2. The Easement area shall have a total width of thirty (30) feet. Grantee shall have the right to utilize additional work space of not more than forty-five (45) feet in width along the Easement area during initial construction of the pipeline except at road crossings, waterways or areas with unusual construction problems where additional work space may be used. Both of the above-described areas shall be located substantially as shown on Exhibit A, with the exact description to be determined by As-Built Survey.

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3. Grantor covenants and agrees not to place or permit the placement of any building, structure, tree, shrub, barrier, object, or material over, under, or upon said Easement which, in the Grantee's exercise of reasonable discretion, is determined to interfere with Grantee's free access thereto or to said pipeline and appurtenances and Grantee's free and uninterrupted use thereof and exercise of its rights hereunder and not to engage in or permit any activity which would directly or indirectly alter the depth of soil cover over or under the pipeline or appurtenances and not to move or place heavy objects or materials within a limit of thirty feet (30') of such pipeline or appurtenances. Grantee shall have the right to remove any object, barrier, or other material located in violation of the aforesaid limit or which, in the Grantee's exercise of reasonable discretion, is determined to interfere with Grantee's free access to said Right-of-Way, pipeline, and appurtenances and Grantee's free and uninterrupted use thereof and exercise of its rights hereunder.

4. Grantor shall retain the right to use and enjoy said Easement for an asphalt paved parking lot drive lane, and to operate on said lands vehicles and equipment necessary to and normally associated with such use, provided such use and operation of such vehicles and equipment do not interfere with the exercise of the rights of Grantee hereunder and do not endanger said pipelines and appurtenances or interfere with Grantee's free and uninterrupted use thereof. Any such use of the Easement by Grantor shall be in conformance with Grantee's then-current "Right-of-Way Use Restrictions" document.

5. Grantee covenants and agrees that said pipeline shall have a minimum initial depth of cover equal to thirty-six (36") inches and that after completion of construction of such pipeline and after any alteration, repair, or replacement thereof Grantee will restore the surface of the lands to its original elevation, contour, and condition. Grantee further agrees to replace all sod and shrubs and repair or replace, to the satisfaction of the Grantor, any curbs or parking area surfacing damaged by the construction of said pipeline.

6. The Grantor hereby covenants, promises, and agrees, to and with the Grantee, that the Grantor shall warrant generally and forever defend, all and singular, the rights and privileges hereby granted to the Grantee, against the Grantor, its administrators, personal representatives, successors, and assigns, and against all and every person or persons lawfully claiming the same or any part thereof only to the extent that the title insurance required by the Pipeline Relocation Reimbursement Agreement is insufficient to cover the defense and/or payment of any judgment rendered related to any such claim.

7. Grantee hereby releases, indemnifies and holds Grantor harmless from any damages and expenses for loss or injury to persons or property that may be caused by Grantee, its employees, representatives, agents or contractors and sub-contractors while performing its activities on or about Grantor's land, except to the extent such damages and expenses are caused by the negligent or intentional acts or omissions of Grantor.

8. It is hereby agreed that this Easement and the rights granted hereunder may be assigned in whole or in part by Grantee; that the covenants made herein shall extend to and be binding upon the administrators, personal representatives, successors, and assigns of the parties hereto; that no one representing himself to be an agent, officer, or employee of Grantee shall have authority to make any commitment or agreement in regard to the subject matter hereof

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which is not expressed herein and that no commitments and agreements other than those contained herein will be binding upon the Grantee; and that if the term "Grantor" represents more than one owner, a payment made to any one of them shall be accepted as and deemed payment to all.

9. In the event the Grantee, its successors or assigns shall at any time abandon its use of the Easement herein granted for a period of one (1) year, all rights herein granted to the Grantee shall immediately cease and terminate and all interests in the property granted to grantee shall revert to and revest in Grantor, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this grant to be duly executed this _____ day of _____, 2016.

GRANTOR:

**VILLAGE OF WHEELING**

By:_____
Name:

GRANTEE:

**WEST SHORE PIPE LINE COMPANY**

By:_____
David G. Boone
Sr. Manager, Right of Way, Real Estate
and Damage Prevention

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STATE OF ILLINOIS :
§
COUNTY OF COOK :

On this, the _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
§
COUNTY OF LEHIGH :

On this, the _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally appeared David G. Boone, who acknowledged himself to be the Senior Manager, Right of Way, Real Estate and Damage Prevention of West Shore Pipe Line Company, a Delaware corporation, and that he as such Senior Manager, Right of Way, Real Estate and Damage Prevention, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Manager, Right of Way, Real Estate and Damage Prevention.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

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**THIS INSTRUMENT PREPARED BY:**

Michael R. Norris
Sr. Specialist, Right of Way
West Shore Pipe Line Company
12920 Bell Road
Lemont, IL 60439

**RETURN DOCUMENT TO:**

Right of Way, Real Estate and Damage
Prevention Department
Buckeye Partners, L.P.
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031

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# EXHIBIT "A"

**[*Insert easement plan and identify as Exhibit "A"*]**

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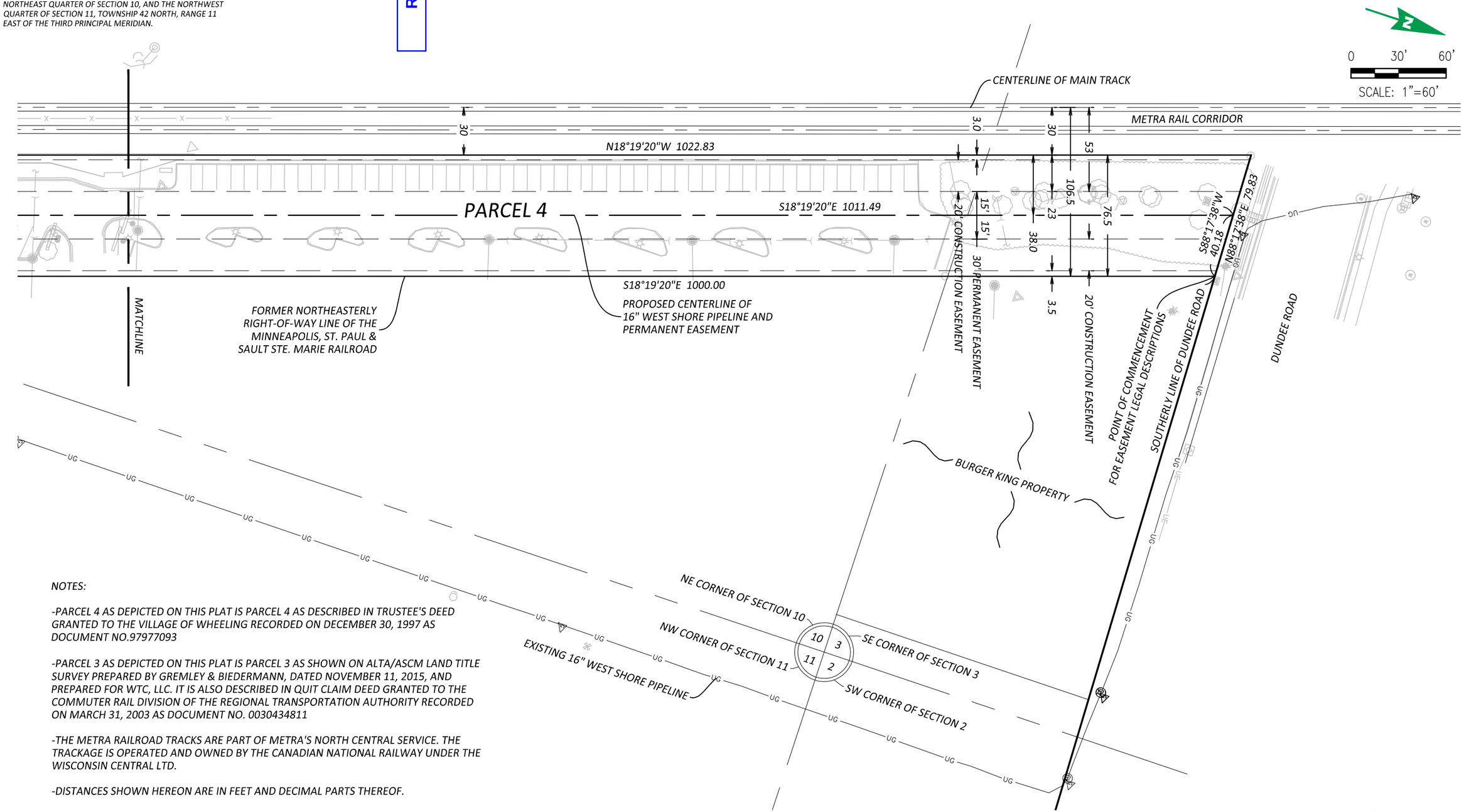
# PIPELINE EASEMENT PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 3, NORTHEAST QUARTER OF SECTION 10, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN.

## EXHIBIT "A"




NOTES:

-PARCEL 4 AS DEPICTED ON THIS PLAT IS PARCEL 4 AS DESCRIBED IN TRUSTEE'S DEED GRANTED TO THE VILLAGE OF WHEELING RECORDED ON DECEMBER 30, 1997 AS DOCUMENT NO.97977093

-PARCEL 3 AS DEPICTED ON THIS PLAT IS PARCEL 3 AS SHOWN ON ALTA/ASCM LAND TITLE SURVEY PREPARED BY GREMLEY & BIEDERMANN, DATED NOVEMBER 11, 2015, AND PREPARED FOR WTC, LLC. IT IS ALSO DESCRIBED IN QUIT CLAIM DEED GRANTED TO THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY RECORDED ON MARCH 31, 2003 AS DOCUMENT NO. 0030434811

-THE METRA RAILROAD TRACKS ARE PART OF METRA'S NORTH CENTRAL SERVICE. THE TRACKAGE IS OPERATED AND OWNED BY THE CANADIAN NATIONAL RAILWAY UNDER THE WISCONSIN CENTRAL LTD.

-DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

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| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/03/16 | ADDRESSED COMMENTS FROM WEST SHORE PIPELINE |

ISSUES & REVISIONS

THE INFORMATION CONTAINED ON THESE DRAWINGS IS FOR USE ON THIS PROJECT ONLY

PATRICK ENGINEERING
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000409
4970 Varsity Drive
Lisle, IL 60532
TEL. (630) 795-7200
FAX (630) 724-1681
www.patrickco.com

Client Name: BUCKEYE PARTNERS, L.P.

Sheet Title: PIPELINE EXHIBIT
WEST SHORE PIPELINE RELOCATION
WHEELING, ILLINOIS

| | |
|---|---|
| Date: | 9/6/16 |
| Field Crew: | SL |
| Drawn By: | CD/SL |
| Checked By: | SL |
| Approved By: | SL |

Project #: 21607.069

Sheet No: 1

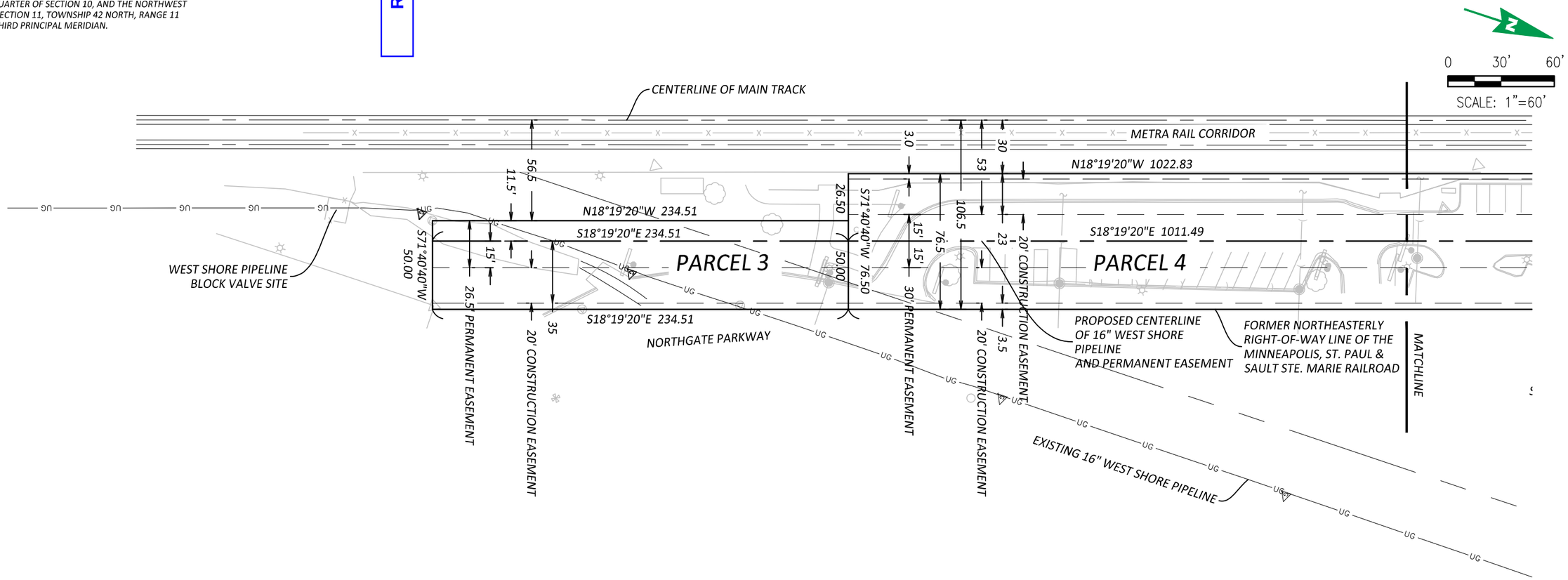
Sheet 1 of 3

Return to Ag

# PIPELINE EASEMENT PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 3, NORTHEAST QUARTER OF SECTION 10, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN.

## EXHIBIT "A"




NOTES:

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-DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

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| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/03/16 | ADDRESSED COMMENTS FROM WEST SHORE PIPELINE |

ISSUES & REVISIONS

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PATRICK ENGINEERING
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000409
4970 Varsity Drive
Lisle, IL 60532
TEL. (630) 795-7200
FAX (630) 724-1681
www.patrickco.com

Client Name: BUCKEYE PARTNERS, L.P.

Sheet Title: PIPELINE EASEMENT
WEST SHORE PIPELINE RELOCATION
WHEELING, ILLINOIS

| | |
|---|---|
| Date: | 9/6/16 |
| Field Crew: | SL |
| Drawn By: | CD/SL |
| Checked By: | SL |
| Approved By: | SL |

Project #: 21607.069

Sheet No: 2

Sheet 2 of 3

# PIPELINE EASEMENT PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 3, NORTHEAST QUARTER OF SECTION 10, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN.

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# EXHIBIT "A"

## LEGAL DESCRIPTIONS FOR EASEMENTS

**EASEMENT AFFECTING PARCEL 4**

PART OF PARCEL 4, BEING A STRIP OF LAND 76.5 FEET IN WIDTH, AS DESCRIBED IN TRUSTEE'S DEED GRANTED TO THE VILLAGE OF WHEELING RECORDED ON DECEMBER 30, 1997 AS DOCUMENT NO. 97977093 AND LYING IN THE SOUTHEAST QUARTER OF SECTION 3, THE NORTHEAST QUARTER OF SECTION 10, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

A PERMANENT PIPELINE EASEMENT, BEING A STRIP OF LAND 30 FEET WIDE LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE, ALSO A TEMPORARY CONSTRUCTION EASEMENT, BEING A STRIP OF LAND 70 FEET WIDE LYING 35 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE EXCEPT THAT PART LYING WITHIN THE ABOVE DESCRIBED PERMANENT PIPELINE EASEMENT TO WIT:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF DUNDEE ROAD AND THE FORMER EASTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL, AND SAULT STE. MARIE RAILROAD (WISCONSIN CENTRAL LTD.), SAID POINT ALSO BEING THE POINT OF BEGINNING OF SAID PARCEL 4 AS DESCRIBED IN SAID DOCUMENT NO. 97977093, SAID EASTERLY RIGHT-OF-WAY LINE BEING 106.5 FEET EASTERLY FROM, AS MEASURED PERPENDICULARLY TO, AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF SAID RAILROAD; THENCE SOUTH 88 DEGREES 17 MINUTES 38 SECONDS WEST, BASED ON GRID NORTH FROM ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83), ALONG SAID SOUTHERLY LINE OF DUNDEE ROAD, A DISTANCE OF 40.18 FEET TO A POINT 38 FEET EASTERLY FROM, AS MEASURED PERPENDICULARLY TO, THE WESTERLY LINE OF SAID PARCEL 4, AND THE POINT OF BEGINNING; THENCE SOUTH 18 DEGREES 19 MINUTES 20 SECONDS EAST, PARALLEL WITH SAID WESTERLY LINE OF PARCEL 4, 1011.49 FEET TO THE SOUTHERLY LINE OF AFORESAID PARCEL 4 AND THE TERMINUS OF HEREIN DESCRIBED LINE; THE SIDE LINES OF SAID PERMANENT PIPELINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT SAID SOUTHERLY LINE OF PARCEL 4 AND SAID SOUTHERLY LINE OF DUNDEE ROAD; ALL IN COOK COUNTY, ILLINOIS; ALL DISTANCES ARE GRID DISTANCES BASED ON SAID STATE PLANE COORDINATES.

APPROVED BY: _____

VILLAGE OF WHEELING

**EASEMENT AFFECTING PARCEL 3**

PART OF THE PARCEL AS DESCRIBED IN QUIT CLAIM DEED GRANTED TO THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY RECORDED ON MARCH 31, 2003 AS DOCUMENT NO. 0030434811, BEING A STRIP OF LAND 50 FEET IN WIDTH, HEREAFTER REFERRED TO AS PARCEL 3, AND LYING IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

A PERMANENT PIPELINE EASEMENT, BEING A STRIP OF LAND 26.5 FEET WIDE LYING 15 FEET ON THE EASTERLY SIDE AND 11.5 FEET ON THE WESTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, ALSO A TEMPORARY CONSTRUCTION EASEMENT, BEING A STRIP OF LAND 35 FEET WIDE LYING 35 FEET ON THE EASTERLY SIDE OF THE FOLLOWING DESCRIBED LINE EXCEPT THAT PART LYING WITHIN THE ABOVE DESCRIBED PERMANENT PIPELINE EASEMENT TO WIT:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF DUNDEE ROAD AND THE FORMER EASTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL, AND SAULT STE. MARIE RAILROAD (WISCONSIN CENTRAL LTD.), SAID POINT ALSO BEING THE POINT OF BEGINNING OF PARCEL 4 AS DESCRIBED IN DOCUMENT NO. 97977093 RECORDED ON DECEMBER 30, 1997, SAID EASTERLY RIGHT-OF-WAY LINE BEING 106.5 FEET EASTERLY FROM, AS MEASURED PERPENDICULARLY TO, AND PARALLEL WITH THE CENTER LINE OF THE MAIN TRACK OF SAID RAILROAD; THENCE SOUTH 88 DEGREES 17 MINUTES 38 SECONDS WEST, BASED ON GRID NORTH FROM ILLINOIS STATE PLANE COORDINATES, EAST ZONE (NAD83), ALONG SAID SOUTHERLY LINE OF DUNDEE ROAD, A DISTANCE OF 40.18 FEET TO A POINT 38 FEET EASTERLY FROM, AS MEASURED PERPENDICULARLY TO, THE WESTERLY LINE OF SAID PARCEL 4; THENCE SOUTH 18 DEGREES 19 MINUTES 20 SECONDS EAST, PARALLEL WITH SAID WESTERLY LINE OF PARCEL 4, 1011.49 FEET TO THE SOUTHERLY LINE OF PARCEL 4 AND THE NORTHERLY LINE OF AFORESAID SAID PARCEL 3, SAID POINT BEING 11.5 FEET, AS MEASURED PERPENDICULARLY, EASTERLY OF THE WESTERLY LINE OF SAID PARCEL 3, AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 18 DEGREES 19 MINUTES 20 SECONDS EAST, PARALLEL WITH SAID WESTERLY LINE OF PARCEL 4 AND WITH THE WESTERLY LINE OF SAID PARCEL 3, 234.51 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 3 AND THE TERMINUS OF HEREIN DESCRIBED LINE; THE SIDE LINES OF SAID PERMANENT PIPELINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT SAID NORTHERLY AND SOUTHERLY LINES OF PARCEL 3; ALL IN COOK COUNTY, ILLINOIS; ALL DISTANCES ARE GRID DISTANCES BASED ON SAID STATE PLANE COORDINATES.

APPROVED BY: _____

COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY

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| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/03/16 | ADDRESSED COMMENTS FROM WEST SHORE PIPELINE |

ISSUES & REVISIONS

THE INFORMATION CONTAINED ON THESE DRAWINGS IS FOR USE ON THIS PROJECT ONLY

PATRICK ENGINEERING
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000409
4970 Varsity Drive
Lisle, IL 60532
TEL. (630) 795-7200
FAX (630) 724-1681
www.patrickco.com

Client Name: BUCKEYE PARTNERS, L.P.

Sheet Title: PIPELINE EASEMENT
WEST SHORE PIPELINE RELOCATION
WHEELING, ILLINOIS

| | |
|---|---|
| Date: | 9/6/16 |
| Field Crew: | SL |
| Drawn By: | CD/SL |
| Checked By: | SL |
| Approved By: | SL |

Project #: 21607.069

Sheet No: 3

Sheet 3 of 3

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# VILLAGE OF WHEELING
# LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** 13.C
*(To be inserted by Deputy Clerk)*

| | |
|---|---|
| **DATE OF BOARD MEETING:** | Monday, October 17, 2016 |
| **TITLE OF ITEM SUBMITTED:** | An Ordinance Granting a Variation from Title 21, Signs, Relating to an Existing Freestanding Sign at Target, 1400 Lake Cook Road [Docket No. 2016-19] |
| **SUBMITTED BY:** | Andrew C. Jennings<br>Director of Community Development |
| **BASIC DESCRIPTION OF ITEM[1]:** | The petitioner, Target, is requesting a sign variation to reduce the required setback of an existing monument sign upon the relocation of the property line during the Lake Cook roadway improvement project. |
| **BUDGET[2]:** | N/A |
| **BIDDING[3]:** | N/A |
| **EXHIBIT(S) ATTACHED:** | Ordinance<br>Staff report<br>Draft PC Findings of Fact and Recommendation<br>Photo of existing conditions<br>Cover letter<br>Plat of survey<br>Landscape plan |
| **RECOMMENDATION:** | To approve. |
| **SUBMITTED FOR BOARD CONSIDERATION:** | **VILLAGE MANAGER** |

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

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# REQUEST FOR BOARD ACTION

**TO:** Jon Sfondilis
Village Manager

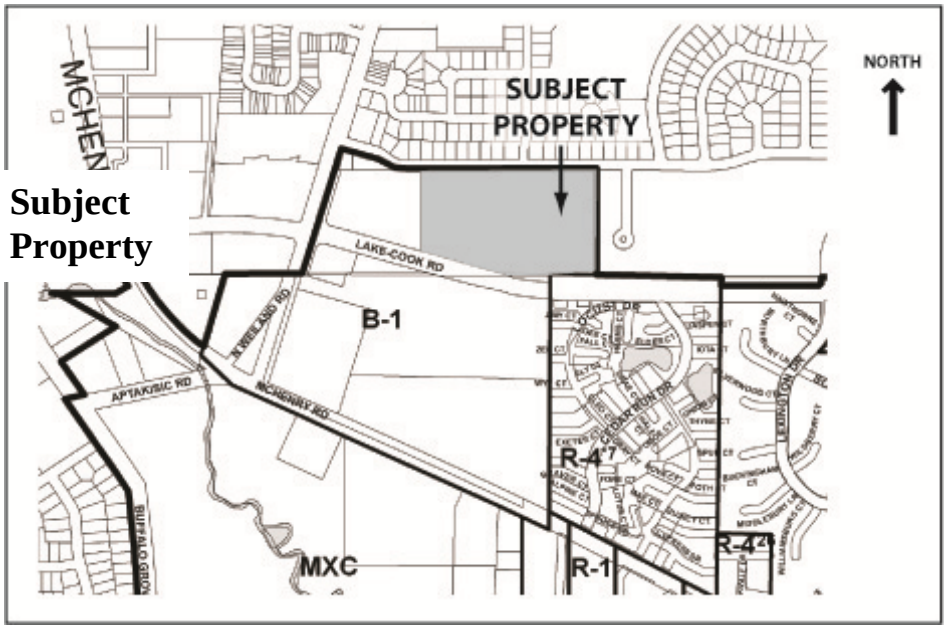
**FROM:** Andrew C. Jennings
Director of Community Development

**DATE:** October 17, 2016

**SUBJECT:** **Docket No. 2016-19**
**Target**
**1400 Lake Cook Road**
**Variation from Title 21, Signs, Related to Sign Setback**

**PROJECT OVERVIEW:** The petitioner is requesting a sign variation to reduce the required setback of an existing monument sign upon the relocation of the property line during the Lake Cook roadway improvement project.

**LOCATION MAP:**




## PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, September 22, 2016, Commissioner Powers moved, seconded by Commissioner Zangara to recommend approval of Docket No. 2016-19 granting a variation from Title 21, Signs, of the Wheeling Municipal Code, Chapter 21.06, Signs in Commercial and Industrial Districts, Section 21.06.500, Permitted Signs, Subsection (b) Freestanding Signs, 5(A), to reduce the required setback from ten (10) feet to 0.3 feet as shown on the Plat of Survey and Landscape Plan submitted August 24, 2016 on behalf of Target, located at 1400 Lake Cook Road, Wheeling, Illinois.

On the roll call, the vote was as follows:

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AYES: Commissioners Blinova, Dorband, Johnson, Powers, Zangara
NAYS: None
ABSENT: Commissioners Issakoo, Ruffatto
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

## GENERAL PROPERTY INFORMATION

| | |
|---|---|
| **Applicant Name:** | Justin Muller, Kimley-Horn and Associates |
| **Property Owner Name:** | Target Corporation |
| **Common Property Address:** | 1400 Lake Cook Road |
| **Common Location:** | Located on the north side of Dundee Road, east of Schwind Plaza. |
| **Neighboring Property Land Use(s):** | North: Single-Family Residential (BG)<br>West: Commercial<br>South: Commercial<br>East: Multi-Family Residential (BG) |
| **Comprehensive Plan Designation:** | Commercial |
| **Existing Use of Property:** | Retail |
| **Existing Property Zoning:** | B-1 Planned Shopping Center District |

**Previous Zoning Action on Property:**

| | |
|---|---|
| 2000-22 | Ordinance No. 3484, passed September 18, 2000, granted special use approval for a retail store greater than 20,000 sq. ft. and for a snack bar. |
| 2000-23 | Ordinance No. 3485, passed September 18, 2000, granted a sign variation to increase the maximum permitted wall sign area. |

## DESCRIPTION OF PROPOSAL

Target is requesting a variation from Title 21, Signs, to reduce the required setback for its existing monument sign. Due to a Cook County Lake Cook Road reconstruction project, the existing property line is being moved 10 feet north. No changes are proposed to the existing sign. However the roadway project will move the sign setback from 10 feet to approximately 0.3 feet. The proposed variation, if granted, will make the sign legal conforming. Without the variation, the sign will remain legal non-conforming.

## SIGN PLAN REVIEW

**Sign Location:** The existing sign will not move. The property line is changing due to the imminent Lake Cook Road reconstruction project. The property line will move 10 feet closer to the existing sign. The proposed setback after the roadway project is complete is 0.3 feet. The

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Sign Code requires a freestanding sign to have a 10-foot setback. Therefore, the applicant is proposing a setback variation of 9.7 feet.

**Proposed Signage Type, Size and Materials:** No changes are proposed to the existing freestanding sign.

## LANDSCAPING PLAN REVIEW

**Existing Landscaping:** The landscape plan identifies the existing plantings in the vicinity of the sign, including a greenspire linden, goldfinger, lavender, and stella de oro daylily. Plantings south of the sign, which will be in the new right-of-way, will be replaced with turf grass. The other existing plantings that could be disturbed by the project will be replaced, if necessary. Upon removal of the plantings south of the sign, there will still be 850 sq. ft. of sign landscaping, far exceeding the 320 sq. ft. required by code.

**Landscape Irrigation:** The site is currently irrigated and will be restored upon completion of the proposed project.

## STANDARDS FOR VARIATION

Following are standards for variation with the petitioner's responses in italics. **(Senior Planner comments are in bold.)**

1. 1. State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

   *"If the strict letter of the regulations were carried out, it would require the existing Target monument sign to be relocated further from Lake Cook Road. This reconstruction of the sign would include demolition, grading, landscaping, and utility work. Furthermore, the sign would be set back further from the road, therefore creating a potential loss in visibility of the sign from the adjacent roadway."*

   **Due to the changing location of the property line, it creates a practical hardship for the petitioner who would need to relocate the sign to legally modify it. If the variation is granted, modifications to the sign can be made without relocating the sign.**

2. Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.

   *"Based on the Cook County Lake Cook Road plans dated 8/28/15, the right-of-way encroaches 10 feet into the site in the area surrounding the driveway; approximately 55 feet to either side of the driveway along Lake Cook Road. With the exception of this area, the right of way is set at a constant offset from the road, similar to its placement in the existing condition. Therefore, the variance is needed for the increase in right-of-way that occurs in this isolated area. Additionally, even with the proposed roadway work, the sign,*

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*in its current location, remains setback from the road at a distance that is greater than 10 feet"*

**The unique circumstance is that Cook County is taking ten feet of Target's property for roadway use, thereby affecting the sign setback.**

3. Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

*"This setback variation stemmed from the reconstruction of Lake Cook Road. As part of the road reconstruction project, the new right of way is encroaching 10 feet into the site in the area surrounding the driveway, adjacent to the monument sign. Because of this increase in right-of-way, the existing sign setback is reduced to less than 1 foot from the property line."*

**The hardship is due to a Cook County roadway improvement project.**

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

"*If the variation is not granted, the sign would need to be relocated and setback even further from the adjacent roadway, causing a loss in visibility of the sign. The reconstruction of the sign would include demolition, grading, landscaping, and utility work."*

**If the variation is not granted, then the sign will be legal non-conforming. Target would not be allowed under the Sign Code to modify the sign, including the sign face.**

5. State how the granting of the variation will not alter the essential character of the locality.

*"The granting of this variance will not alter the essential character of the locality. The variance will allow the monument sign to remain in the same location as it currently is, thus not altering the appearance or character of the neighborhood or area."*

**The variation will not affect the character of the retail area or Lake Cook Road corridor.**

6. Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

*"The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood. Since the variance is to allow the monument sign to remain and the sign would remain the same distance from the road, there will be no impact to the current site conditions."*

**Despite the proposed 0.3 foot setback, the sign will be located approximately 12 feet from the curb. Staff believes this is an adequate distance to provide for safe vehicular and pedestrian movement through Lake Cook Road and the Target access drive.**

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## CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

There are no conditions of approval associated with the Plan Commission recommendation for Docket No. 2016-19.

## MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING

The plans have not been modified following the Plan Commission hearing.

## STAFF REVIEW

**Impact on adjacent uses:** No impact is expected on adjacent uses.

**Senior Planner's Recommendation to the Plan Commission:** Staff recommended approval of the sign variation.

## DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

I concur with the Plan Commission's recommendation to reduce the required setback of Target's existing monument sign upon the relocation of the property line during the Lake Cook roadway improvement project. An ordinance is attached for the Board's consideration.

Andrew C. Jennings
Director of Community Development

**Attachments:**
Ordinance (precedes this report)
Findings of Fact and Recommendation (Draft)
Photo of existing conditions (staff)
Cover letter
Plat of survey
Landscape plan

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**Docket No. 2016-19**

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION FROM TITLE 21, SIGNS, OF THE WHEELING MUNICIPAL CODE, RELATING TO AN EXISTING FREESTANDING SIGN – 1400 LAKE COOK ROAD**

**WHEREAS,** the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on September 22, 2016, to consider a request for a variation from Title 21, Signs, of the Wheeling Municipal Code, Chapter 21-06 Signs in Commercial and Industrial Districts, Section 21.06.500 Permitted Signs, Subsection (b) Freestanding Signs, 5(A), to reduce the required setback from ten (10) feet to 0.3 feet for an existing freestanding sign, located at 1400 Lake Cook Road, hereinafter legally described below; and

**WHEREAS,** the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval of the sign variation, with a vote of 5 ayes, 0 nays, 0 abstaining and 2 absent; and

**WHEREAS,** the President and Board of Trustees deem it to be in the best interests of the Village to grant petitioner's request, subject to conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially

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diminish or impair property values within the neighborhood.

**Section B**

A Variation is hereby granted from Title 21, Signs, of the Wheeling Municipal Code, Chapter 21.06, Signs in Commercial and Industrial Districts, Section 21.06.500, Permitted Signs, Subsection (b) Freestanding Signs, 5(A), to reduce the required setback from ten (10) feet to 0.3 feet as shown on the Plat of Survey and Landscape Plan submitted August 24, 2016 on behalf of Target, located at 1400 Lake Cook Road, Wheeling, Illinois on the property legally described below:

LOT 1 IN SCHWIND SECOND SUBDIVISON, BEING A SUBDIVISON OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH AND PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, BOTH IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 2, 2001, AS DOCUMENT 4638778, IN COOK COUNTY, ILLINOIS.

(The above described property is located at 1400 Lake Cook Road, Wheeling, Illinois, and is zoned B-1 Planned Shopping Center District.)

**Section C**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____moved, seconded by Trustee_____, that

Ordinance No. _____be passed, this _____ day of _____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

_____

Dean S. Argiris

Village President

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ATTEST:

_____
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

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**DRAFT DOCKET NO. 2016-19**

**FINDINGS OF FACT**
**AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-19
Target
1400 Lake Cook Road
Variation from Title 21, Sign, Related to Sign Setback Requirements

Target, tenant, is seeking a variation from Title 21, Signs, of the Wheeling Municipal Code, Chapter 21-06 Signs in Commercial and Industrial Districts, Section 21.06.500 Permitted Signs, Subsection (b) Freestanding Signs, #5 Location, and associated sections, to reduce the required setback of an existing freestanding sign upon the upcoming expansion of the public right-of-way, at an existing retail store at 1400 Lake Cook Road, Wheeling Illinois.

Chairman Pro Tem Johnson called Docket No. 2016-19 on September 22, 2016. Present were Commissioners Blinova, Dorband, Johnson, Powers and Zangara. Commissioners Issakoo and Ruffatto were absent with prior notice. Also present were Brooke Jones, Senior Planner, Mallory Milluzzi, Village Attorney, Ron Antor, Fire Inspector and Kyle Goetzelmann, Civil Engineer.

Mr. Justin Muller, Kimley-Horn and Associates, 1001 Warrenville Road, Lisle was present and sworn in.

Mr. Muller is a consultant for Target for their store located at 1400 West Lake Cook Road. He explained the proposal is a result of Cook County's Lake Cook Road improvements at Target's main entrance. The County is taking approximately 10' of the front right-of-way near the entrance. It will push their existing sign setback from approximately 10' to 0.3'. They are asking for a reduction of the sign setback based on the Lake Cook Road improvements. They did some analysis on the landscaping and are working with Ms. Jones. They compared it with what will be left after the improvements to the Village Code and they will still be over and will be in compliance with the Landscape Code.

No one from the audience came forward.

Commissioner Dorband questioned if the remaining landscape in front of the sign would be able to be adjusted and transplanted to make it closer to the sign so it doesn't appear like it was just cutoff. Mr. Muller explained there would be limited landscaping in front of the sign. The right-of-way line will cut right in front of it so all of the landscaping adjacent to Lake Cook in the right-of-way will now be at the discretion of the County. They will massage the edge and fix the irrigation. They will be very limited on what they could do in front of the sign.

Commissioner Dorband questioned if there was an address on the pylon sign. Mr. Muller didn't believe there was an address. Commissioner Dorband wanted an address added to both sides of the

sign since they were chopping off most of the landscaping. She referred to the tree that was covering part of the "T" and questioned if they were going to do any modification to make it look better. She wants a little pruning. Mr. Muller agreed to prune it. Mr. Muller confirmed they were chopping it off and would have 0' in front of the sign so they will round the edging off. Commissioner Dorband wants to make sure it is pruned around each side of the sign so it looks nice.

Chairman Pro Tem Johnson mentioned the sidewalk in front of the sign. Mr. Muller confirmed there would be some green space in front of the sign between the sidewalk but it would not be Target's property.

Ms. Milluzzi tried to determine if there would be conditions since it was a variation which usually runs with the land. There are no changes being proposed for an approval of the sign. The sign is staying as is. She is not comfortable with putting too many conditions on variations since they are not proposing any new sign or changes to the sign. They are trying to conform with the new legal position they are put in with Cook County taking their land. She felt conditions were not appropriate for this type of proposal. Commissioner Dorband questioned if they needed to return with a better landscaping proposal. Ms. Jones explained the landscaping in front of the sign was not Target's property so they do not have control and not allowed to plant in front of it. Their proposal is the best they can do to maintain it and prune the existing landscaping and round it off. Ms. Milluzzi felt it was appropriate to let them know she wanted the address added to the sign.

In reply to Chairman Pro Tem Johnson's question, Fire Inspector Antor thought there was an address over one of the front entrances but it would not be visible from the street.

Commissioner Powers agrees an address would be nice but agrees it couldn't be addressed with this proposal.

Commissioner Zangara questioned the distance from the sign to the drive. Mr. Muller thought it was approximately 15' to 20'. Commissioner Zangara would have been concerned with site lines if it was closer. He had no issues with it. Ms. Jones mentioned that Staff reviewed the site lines and had no issues.

Commissioner Powers moved, seconded by Commissioner Zangara to recommend approval of Docket No. 2016-19, Granting a variation from Title 21, Signs, of the Wheeling Municipal Code, Chapter 21.06, Signs in Commercial and Industrial Districts, Section 21.06.500, Permitted Signs, Subsection (b) Freestanding Signs, 5(A), to reduce the required setback from ten (10) feet to 0.3 feet as shown on the Plat of Survey and Landscape Plan submitted August 24, 2016 on behalf of Target, located at 1400 Lake Cook Road, Wheeling, Illinois,

On the roll call, the vote was as follows:

| | |
|---|---|
| AYES: | Commissioners Blinova, Dorband, Johnson, Powers, Zangara |
| NAYS: | None |
| ABSENT: | Commissioners Issakoo, Ruffatto |
| PRESENT: | None |

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ABSTAIN: None

There being five affirmative votes, the motion was approved.

Commissioner Zangara moved, seconded by Commissioner Powers to close Docket No. 2016-19. The motion was approved by a voice vote.

Respectfully submitted,

_____

Don Johnson, Chairman Pro Tem
Wheeling Plan Commission/
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 10.21.2016**
**FOR APPROVAL ON 10.27.2016**

# Target – 1400 Lake Cook Road

**Docket No. 2016-19** (Variation from Title 21, Signs, Relating to a Freestanding Sign Setback)
Plan Commission Meeting – September 22, 2016
Village Board Meeting – October 17, 2016

**Existing conditions of the freestanding sign (looking east)**

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Kimley»Horn

August 25, 2016

Village of Wheeling
Planning Division – Community Development
2 Community Boulevard
Wheeling, IL 60090

Attention: Ms. Brooke Jones - Senior Planner

***Re:*** ***Target (T-1385) Sign Variance***
***1400 W Lake Cook Road***
***Wheeling, IL***

Ms. Jones,

On behalf of Target, Kimley-Horn and Associates, Inc. is respectfully requesting a sign setback variance in regards to Section 21.06.500.b.5.A of the Village's Sign Code. The code states that all signs shall be set back 10 feet from the property line.

Lake Cook Road is being reconstructed by Cook County, and based on the Pre-Final Plans dated 08/28/15, the right-of-way will now encroach 10 feet into the site at the main access drive of the Target on Lake Cook Road. This will reduce the existing sign setback from approximately 10 feet to 0 feet. The new curb will be generally the same distance from the monument sign as it is in the existing conditions, approximately 12 feet.

We believe that the granting of this variance will not jeopardize or alter the character of the surrounding area since the sign will be generally in the same location adjacent to the roadway. The 0-foot sign setback request is a condition of the Lake Cook Road Improvement project.

Thank you for your review and consideration of this request. If you have any questions or require any additional information, please feel free to contact me.

Sincerely,

***Justin Muller, P.E.***
*Kimley-Horn and Associates, Inc.*
*Phone: 312-924-7403*
*Email: justin.muller@kimley-horn.com*

Exhibit received August 24, 2016

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# BOUNDARY SURVEY

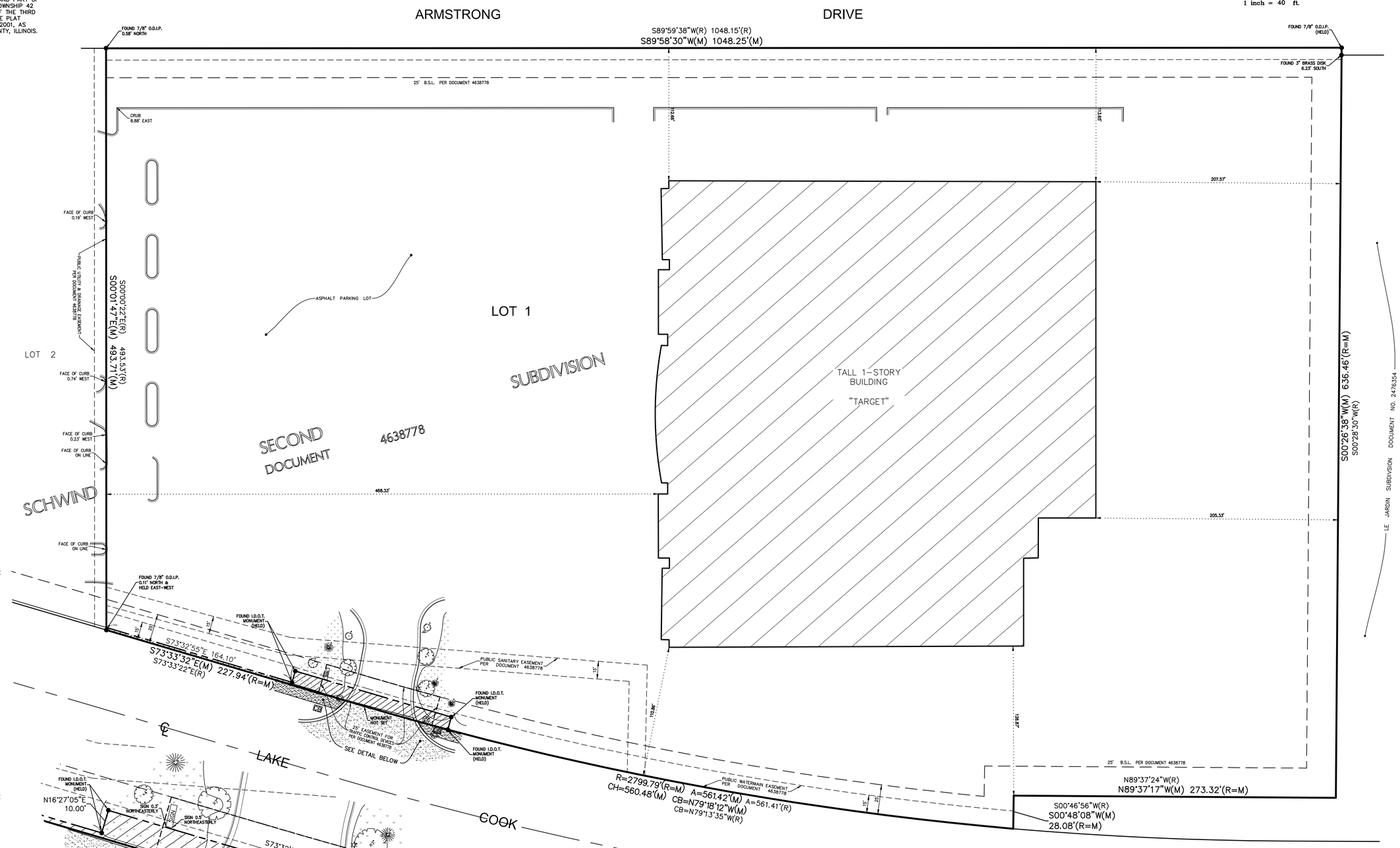
## LEGAL DESCRIPTION

LOT 1 IN SCHWIND SECOND SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH AND PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, BOTH IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING THE PLAT THEREOF, RECORDED FEBRUARY 2, 2001, AS DOCUMENT 4638778, IN COOK COUNTY, ILLINOIS.

GRAPHIC SCALE

40 0 20 40 80 160

( IN FEET )
1 inch = 40 ft.




## LEGEND

- FOUND 7/8" O.D.I.P. UNLESS OTHERWISE NOTED (HELD LOCATION) (CONTROL POINT)
- CONCRETE MONUMENT
- CROSS IN CONCRETE
- MANHOLE
- STORM STRUCTURE
- SANITARY MANHOLE
- VALVE VAULT
- FIRE HYDRANT
- FLARED END SECTION
- UTILITY POLE
- UTILITY POLE W/LIGHT
- UTILITY POLE W/TSF
- GUY POLE
- OVERHEAD TRAFFIC SIGNAL
- TRAFFIC SIGNAL MANHOLE
- OVERHEAD WIRES
- GAS METER
- ELECTRIC METER
- TRANSFORMER PAD
- TELEPHONE PEDESTAL
- ELECTRIC PEDESTAL
- TELEPHONE MANHOLE
- CABLE TELEVISION PEDESTAL
- ELECTRIC MANHOLE
- VALVE BOX
- B/BOX
- SIGN
- BOLLARD POLE
- LIGHT
- LIGHT POLE
- HAND HOLE
- GATE POST
- DOWN SPOUT
- TELEPHONE NETWORK INTERFACE
- IRRIGATION CONTROL VALVE
- ELECTRIC BOX
- SIAMESE WATER CONNECTION
- WATER MARKER
- BORING HOLE
- GAS VALVE
- CONIFEROUS TREE W/APPROX. DIAMETER
- DECIDUOUS TREE W/APPROX. DIAMETER MS=MULTI-STEM (DRIP LINE SHOWN IS APPROXIMATE)
- ELEVATION
- BITUMINOUS PAVEMENT
- CONCRETE SURFACE
- DEPRESSED CURB
- GRAVEL SURFACE
- LANDSCAPE AREA
- STONE SURFACE
- DETECTABLE TACTILE WARNING SURFACE
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC SIGNAL

## ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
TF = TOP OF FOUNDATION
FF = FINISHED FLOOR
FES = FLARED END SECTION
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
A = ARC LENGTH
R = RADIUS
CH = CHORD
CB = CHORD BEARING
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

= PROPOSED RIGHT-OF-WAY TAKING PER PLAT OF HIGHWAYS FOR LAKE-COOK ROAD (F.A.U. 0379) JOB NO. 90-017-14 HAVING A REVISION DATE OF NOVEMBER 17, 2015.

## LINE LEGEND

- LIMITS OF LAND PER LEGAL DESCRIPTION
- ADJACENT LAND PARCEL LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- PROPOSED I.D.O.T. R.O.W. LINE

## DETAIL

SCALE: 1"=20'

## CERTIFICATION

STATE OF ILLINOIS }
COUNTY OF KANE } SS

THE ABOVE DESCRIBED PROPERTY WAS SURVEYED UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR ON 8-12-16. ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184.002778
LICENSE EXPIRES 4/30/17

BY: _____ DATE: 8-16-16
SCOTT KREBS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/16

PROFESSIONAL LAND SURVEYOR SCOTT C. KREBS 35-3509 AURORA, ILLINOIS STATE OF ILLINOIS

Exhibit received August 24, 2016

J:\PSDATA\2016 PROJECTS\16.0255\16.0255 BNDY.DWG

| NO. | DATE | REVISIONS | DRAWN BY MRA | CHECKED BY SK | BOOK N/A | PG N/A |
|---|---|---|---|---|---|---|
| | DATE: 8-16-16 | | PC N/A | | DATE | BY |

CLIENT
Kimley»Horn
© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
1001 WARRENVILLE ROAD, SUITE 350,
LISLE, IL 60532
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

PROJECT
Target
1400 E. Lake-Cook Road
Wheeling, IL

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 40'

1 OF 1

PROJ. NO.: 16.0255

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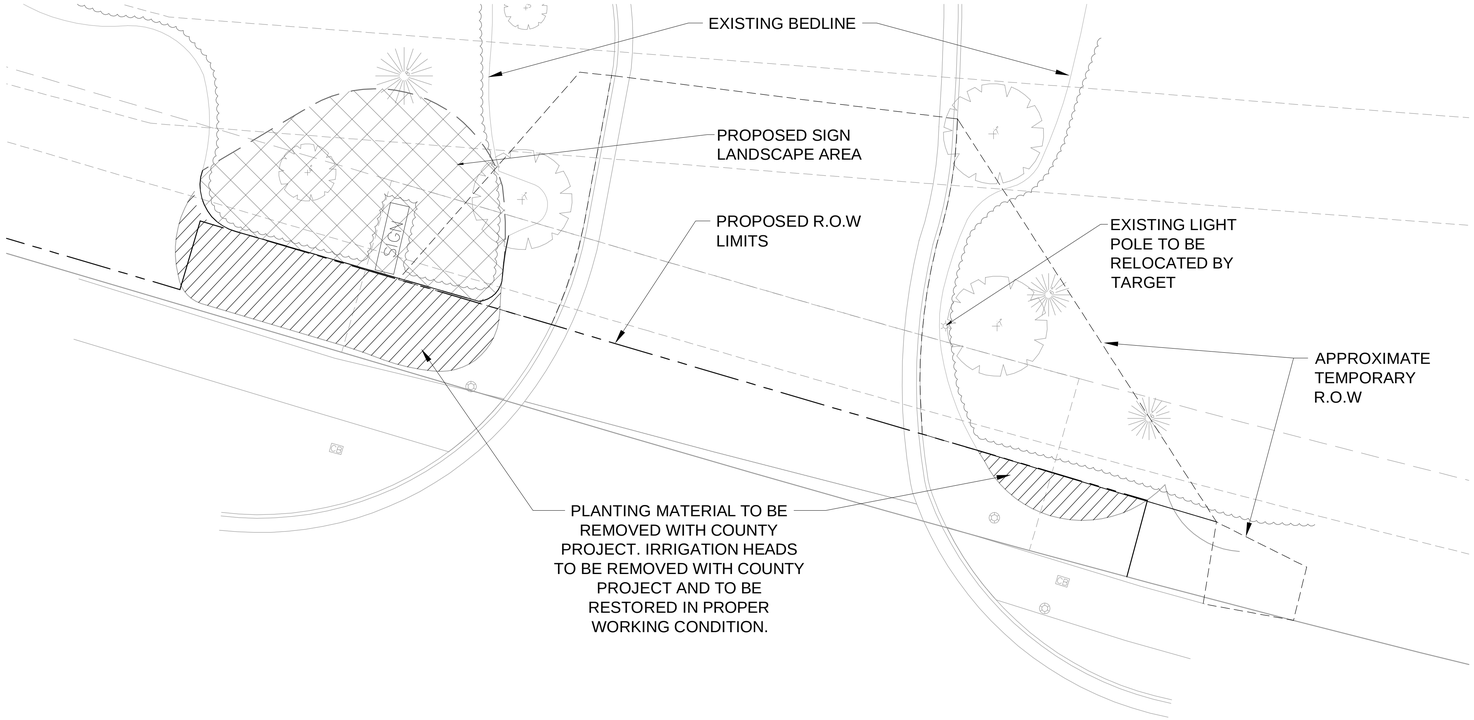
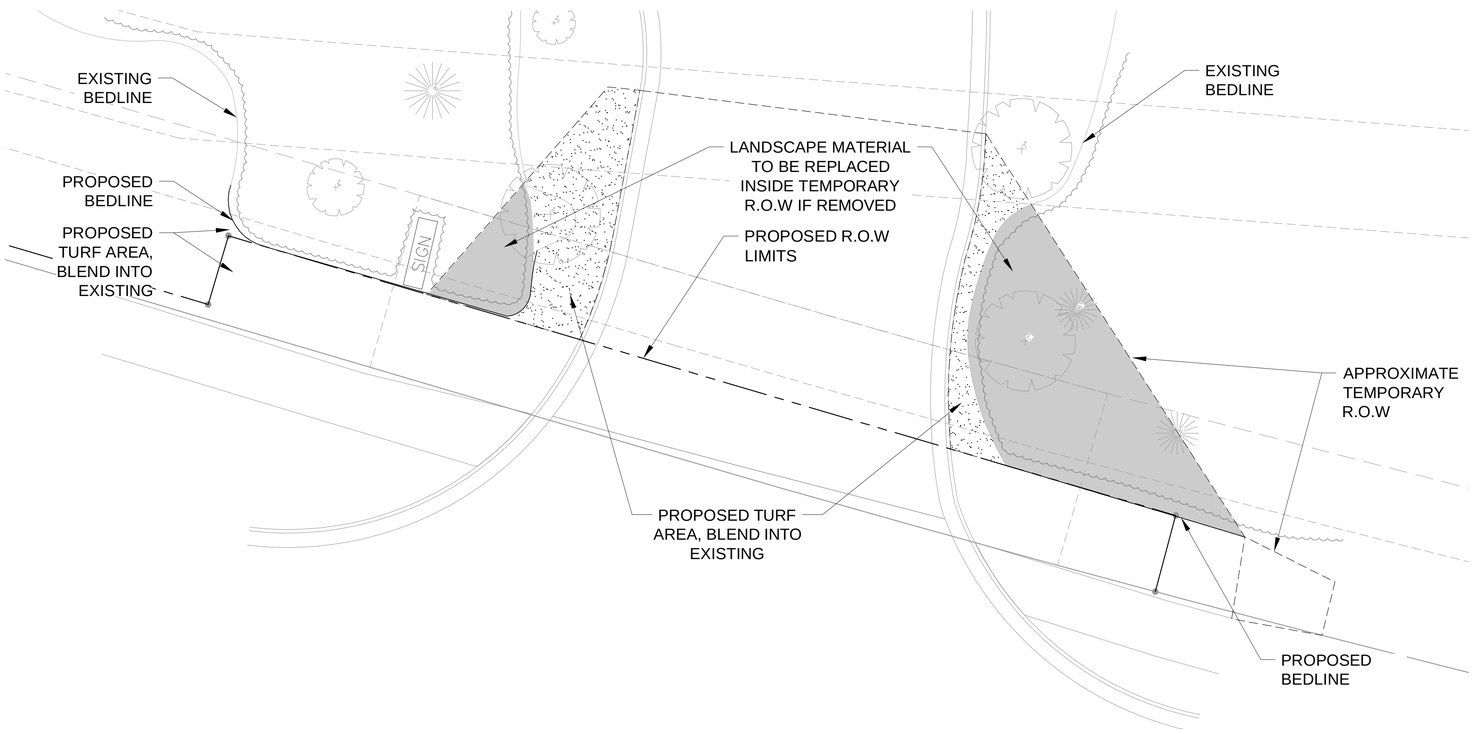



1 DEMO PLAN

1"=10'




2 PROPOSED PLAN

1"=10'

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

## SIGNAGE LANDSCAPE DATA TABLE

| | |
|---|---|
| REQUIRED AREA | 320 SF (1 SF PER SF OF SIGN FACE) |
| EXISTING SIGN LANDSCAPE AREA | 1350 SF |
| PROPOSED SIGN LANDSCAPE AREA | 850 SF |
| PLANTING MATERIAL TO BE REMOVED WITH COUNTY PROJECT | |
| PROPOSED SIGN LANDSCAPE AREA OF 850 SF IS GREATER THAN CODE REQUIREMENT OF 320 SF | |

## PROPOSED PLAN LANDSCAPE MATERIALS LIST

LANDSCAPE MATERIAL TO BE REPLACED INSIDE TEMPORARY R.O.W IF REMOVED

| | QTY | COMMON NAME | SCIENTIFIC NAME |
|---|---|---|---|
| WEST OF ENTRY DRIVE | 1 | GREENSPIRE LINDEN | TILIA CORDATA 'GREENSPIRE' |
| | 10 | GOLDFINGER POTENTILLA | POTENTILLA FRUTICOSA 'GOLDFINGER' |
| | 7 | LAVENDER | LAVANDULA ANGUSTIFOLIA |
| | 20 | STELLA DE ORO DAYLILY | HEMEROCALLIS 'STELLA DE ORO' |
| EAST OF ENTRY DRIVE | 2 | GREENSPIRE LINDEN | TILIA CORDATA 'GREENSPIRE' |
| | 1 | WHITE PINE | PINUS STROBUS |
| | 22 | GOLDFINDER POTENTILLA | POTENTILLA FRUTICOSA 'GOLDFINGER' |
| | 1 | GOLDMOUND SPIREA | SPIRAEA JAPONICA 'GOLDMOUND' |
| | 8 | MOHICAN VIBURNUM | VIBURNUM LANTANA 'MOHICAN' |
| | 17 | LAVENDER | LAVANDULA ANGUSTIFOLIA |
| | 10 | STELLA DE ORO DAYLILY | HEMEROCALLIS 'STELLA DE ORO' |
| | 2 | PURPLE WINTERCREEPER | EUONYMUS FORTUNEI VAR 'COLORATUS' |

NOTE: EXISTING IRRIGATION SYSTEM TO BE RESTORED AND/OR REPLACED TO ENSURE ALL PLANT MATERIAL (PERENNIALS, SHRUBS AND TURF) RECIEVE 100% IRRIGATION COVERAGE

Exhibit received August 24, 2016

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

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SCALE: AS NOTED
DESIGNED BY: KD
DRAWN BY: AF
CHECKED BY: KD

LANDSCAPE PLAN

TARGET SIGNAGE
1400 W LAKE COOK ROAD, WHEELING IL

ORIGINAL ISSUE: 2016-08-22
KHA PROJECT NO. 168212019
SHEET NUMBER
L1.0

Drawing name: K:\CHS_LDEV\168212019_Target_Wheeling_IL\2 Design\CAD\References\L1.0.dwg Layout1 Aug 23, 2016 7:04am by: amanda.falta
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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# VILLAGE OF WHEELING
# LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** 13.D-1,2,3,4
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** Monday, October 17, 2016

**TITLES OF ITEMS SUBMITTED:**

- **Ordinance Amending Title 19, Zoning, of the Wheeling Municipal Code to Add "Concrete / Asphalt Plant" as a Special Use in the I-4 Heavy Industrial District [Docket No. 2016-14A]**
- **Ordinance Granting a Rezoning from I-2 Limited Industrial District to I-4 Heavy District for 571–581 Wheeling Road and Commercial Drive [Docket No. 2016-14B]**
- **Ordinance Granting Special Use–Site Plan Approval for an Asphalt Plant at 571–581 Wheeling Road [Docket No. 2016-14C]**
- **Ordinance Granting Variations from Title 19, Zoning, Relating to the Construction of an Asphalt Plant at 571–581 Wheeling Road [Docket No. 2016-14D]**

**SUBMITTED BY:** Andrew C. Jennings
Director of Community Development

**BASIC DESCRIPTION OF ITEM[1]:** The petitioner is seeking multiple zoning actions to relocate an asphalt plant to 571 Wheeling Road. The application requests a text amendment to address the Asphalt Plant use, rezoning of the existing I-2 property to I-4, special use approval, and multiple zoning variations.

**BUDGET[2]:** N/A

**BIDDING[3]:** N/A

**EXHIBIT(S) ATTACHED:**
Ordinances
Fire Department Comments, dated 9.15.2016
Engineering Division Comments, dated 9.21.2016
Findings of Fact and Recommendation (draft)
Photo of existing conditions (staff)
Staff rezoning exhibit
Response Letter (9.21.2016)
Response Letter (8.11.2016)
Project Description Letter
Plan Set (see list in Staff report)

**RECOMMENDATION:** None

**SUBMITTED FOR BOARD CONSIDERATION:** VILLAGE MANAGER

---

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all* budgetary *considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

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# REQUEST FOR BOARD ACTION

**TO:** Jon Sfondilis
Village Manager

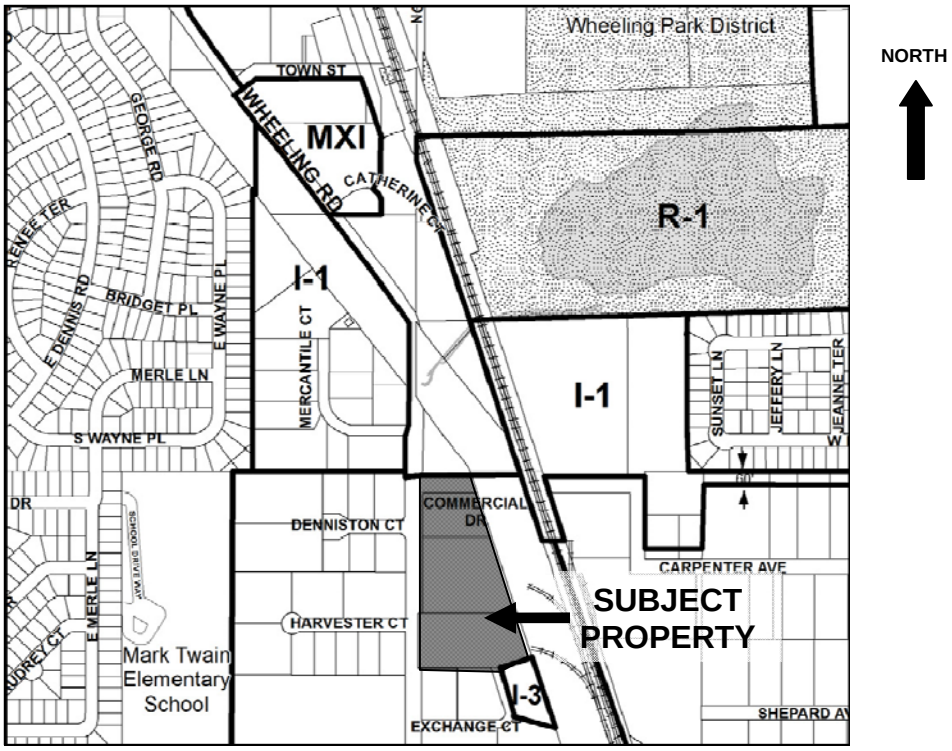
**FROM:** Andrew C. Jennings
Director of Community Development

**DATE:** October 17, 2016

**SUBJECT:** **Docket No. 2016-14A,B,C&D**
**Builders Asphalt**
**581-571 Wheeling Road**
**(2016-14A) Text Amendments to Title 19, Zoning, Related to 'Concrete / Asphalt Plant'**
**(2016-14B) Rezoning of the Property from I-2 Limited Industrial District to I-4 Heavy Industrial District**
**(2016-14C) Special Use–Site Plan Approval of an Asphalt Plant**
**(2016-14D) Variations from Title 19, Zoning, Relating to the Construction of an Asphalt Plant**

**PROJECT OVERVIEW:** The petitioner is seeking multiple zoning actions to relocate an asphalt plant to 571 Wheeling Road, which is currently zoned I-2 Limited District.

**LOCATION MAP:**



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## PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, September 22, 2016, the following motions were made:

**Text Amendment to Title 19, Zoning (Docket No. 2016-14A)**
Commissioner Zangara moved, seconded by Commissioner Dorband, to recommend approval of Docket No. 2016-14A, amending Title 19, Zoning Code, to read as follows:

1. Amend Section 19.01.010, Definitions, to insert the following:

   **Concrete / Asphalt Plant**
   A facility for the mixing and crushing and the storage and transporting of raw or recycled aggregate, along with concrete, and liquid asphalt to make Asphalt Cement Concrete (A.C.C.) or concrete for the purpose of sale.

2. Amend Appendix A: Use Table, as follows:

…

***Industrial Districts – Permitted and Special Uses (cont).***

| P=Permitted Use, S=Special Use Permit, Blank=Not Allowed | | | | |
|---|---|---|---|---|
| | **I-1 Light Industrial and Office District** | **I-2 Limited Industrial District** | **I-3 General Industrial District** | **I-4 Heavy Industrial District** |
| **Industrial Uses** | | | | |
| … | | | | |
| *Asphalt/Concrete Plant* | | | | S |

…

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Johnson, Powers, Zangara
NAYS: None
ABSENT: Commissioners Issakoo and Ruffatto
PRESENT: None
ABSTAIN: None
There being five affirmative votes, the motion was approved.

**Rezoning 571–581 Wheeling Road from I-2 to I-4 (Docket No. 2016-14B)**
Commissioner Zangara moved, seconded by Commissioner Dorband to recommend approval of Docket No. 2016-14B, granting a Rezoning from I-2 Limited Industrial District to I-4 Heavy Industrial District, as illustrated on the staff exhibit "Existing vs. Proposed Zoning" dated September 15, 2016, 571–581 Wheeling Road, Wheeling, Illinois.

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On the roll call, the vote was as follows:

| | |
|---|---|
| AYES: | Commissioners Blinova, Dorband, Johnson, Powers, Zangara |
| NAYS: | None |
| ABSENT: | Commissioners Issakoo and Ruffatto |
| PRESENT: | None |
| ABSTAIN: | None |

There being five affirmative votes, the motion was approved.

**Special Use–Site Plan Approval (Docket No. 2016-14C)**
Commissioner Powers moved, seconded by Commissioner Zangara to recommend approval of Docket No. 2016-14C Special Use and associated Site Plan Approval as required under Chapter 19-07 Industrial Districts, Section 19.07.050 I-4 Heavy Industrial District and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, to permit an asphalt/concrete plant at 571–581 Wheeling Road, Illinois, in accordance with the following plans and documents submitted August 11, 2016 (except as noted):

- Response Letter
- Project Description Letter
- Site Plan (9.21.2016)
- Landscape Plan (9.21.2016)
- Photometric Plan (9.01.2016)
- Elevation Plan (Asphalt Plant) (8.31.2016)
- Lab and Control Building Elevation Plans (8.31.2016)
- Lab and Control Building Floor Plan (9.01.2016)
- Office Building Floor Plan (9.01.2016)
- Preliminary Engineering Plans
- Perspective View
- Plats of survey
- Traffic Study
- Environmental Study
- Acoustical Study
- 3 Truck Turning Radius Exhibits of the Traffic Study (9.21.2016)

And with the following conditions:

1. That a total of eight silos are permitted in the location shown on the site plan,
2. That prior to permit approval, a plat of vacation shall be executed for the Village right-of-way (Commercial Drive),

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3. Prior to Board consideration, the petitioner shall make a formal request to the Village Board for the offsite compensatory storage request for use of storage credits in Heritage Lake,
4. All trees shall be at least 3" caliper, and
5. Fuel storage shall be underground.

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Johnson, Powers, Zangara
NAYS: None
ABSENT: Commissioners Issakoo and Ruffatto
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

**Variations from Title 19, Zoning (Docket No. 2016-14D)**
Commissioner Powers moved, seconded by Commissioner Dorband to recommend approval of Docket No. 2016-14D granting the following zoning variations from Title 19, Zoning, of the Wheeling Municipal Code:

Chapter 19-07, Industrial Districts, Section 19.07.050, I-4 Heavy Industrial District
1. Subsection D3, reducing the minimum required green space from 25% to 13%.
2. Subsection F, increasing the maximum permitted height of an accessory structure from 20 feet to 74 feet.

Chapter 19-10, Use Regulations, Section 19.10.070, Accessory Uses, Buildings and Structures, Section B Fences and Screen, Subsection 7c Required fences and screening for outdoor storage, increasing the maximum permitted height from 8 feet to 12 feet.

As shown on the following plans:
- Site Plan (9.21.2016), and
- Elevation Plan (Asphalt Plant).

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Johnson, Powers, Zangara
NAYS: None
ABSENT: Commissioners Issakoo and Ruffatto
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

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## GENERAL PROPERTY INFORMATION

| | |
|---|---|
| **Applicant Name:** | Builders Asphalt |
| **Property Owner:** | 571 Wheeling LLC |
| **Common Property Address:** | 581–571 Wheeling Road |
| **Common Property Location:** | Located on the east side of S. Wheeling Road, across from Denniston Court and Harvester Court. |
| **Neighboring Property Land Use(s):** | North: Industrial<br>South: Industrial<br>West: Industrial<br>East: Industrial |
| **Comprehensive Plan Designation:** | Industrial |
| **Property size:** | 7.27 acres (total lot) |
| **Existing Use of Property:** | Industrial (some vacant) |
| **Proposed Use of Property:** | Asphalt plant |
| **Existing Property Zoning:** | I-2 Limited Industrial District |
| **Previous Zoning Action on Property:** | None. |

## BACKGROUND INFORMATION

The asphalt plant at 231 S. Wheeling Road has been in operation for approximately fifty (50) years, with Orange Crush LLC has operating the plant for approximately thirty (30) years. The company is now proposing to relocate the plant roughly 650' south to an assemblage of parcels also on Wheeling Road. In conjunction with the relocation, the majority of the plant equipment would be replaced.

The subject property, once assembled, would total 7.27 acres in total area, roughly twice the size of the existing plant. The assemblage includes 571 S. Wheeling Road (formerly Main Steel), the unimproved right-of-way of Commercial Drive (Village parcel), and an adjacent industrial/office building at 581 S. Wheeling Road.

The petitioner is seeking multiple zoning actions to relocate an asphalt plant to 581–571 Wheeling Road, which is currently zoned I-2 Limited District. The following is a summary of the proposed zoning request:

1. Amend the Zoning Code to define the proposed use (concrete / asphalt plant);
2. Rezone the property from I-2 Limited Industrial District to I-4 Heavy Industrial District;
3. Grant special use / site plan approval for the proposed asphalt plant; and

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4. Grant zoning variations related to heights of accessory structures (silos, tanks, and drum tower), reduction in minimum required green space, height of the fence/screening and allowance for more than one principal building.

## UPDATE FROM PLAN COMMISSION CONCEPT REVIEW MEETING

On June 9, 2016 Plan Commission conceptually reviewed the Orange Crush/Builders Asphalt proposal to establish an asphalt plant at the subject property**.** At the concept review meeting, the Plan Commission had the following comments **(petitioner responses provided in bold)**:

1. The trees along Wheeling Road should be greater than 3" caliper to provide greater screening immediately; **as shown on the Landscape all trees installed along Wheeling Road ware specified to be greater than 3" caliper.**
2. Provide neighborhood meeting minutes; **Neighborhood meeting minutes from May 31, 2016 have been provided.**
3. Provide screening on the east side; **the east side of the property has a minimum of 6' of green space which will be planted with Dark Green Arborvitae.**
4. Provide a truck stacking plan; **the traffic plan shows the truck stacking plan.**
5. Consider closing one access drive to achieve more green space; **as shown on the site plan, we have eliminated two of the existing driveways off Wheeling Road.**
6. Address air quality sediment issues, storm water quality and noise issue; **we have submitted a report from Green Toxicology, LLC to address the air quality and Shiner Associates, Inc. to address the noise issue.**
7. Address silo height and placement; **The size of the silos has been reduced from 300 ton to 250 ton, this lowered the height to 74' which is only a couple feet taller than existing asphalt plant silo height.**
8. Address access to the ComEd right-of-way; **we have decided not to pursue the ComEd ROW.**
9. Property beautification screening on the east side of property is encouraged; **the landscape plan which shows substantial landscaping and screening around the entire property.**
10. Clarify timing of operation; **the hours of operation will be 6am to 6pm Monday through Saturday. The plant typically is open from April to December depending on the weather. This is the same operation hours at the existing plant.**
11. List fence height variation on list of requested variations; **Along Wheeling Road, we will have a 10' chain link fence with gray slats, on the south side will be a 6' fence, along the east side will be concrete block 12' high and north side of the property will be a 8' fence.**
12. Address height of the piles; **the aggregate piles will not exceed 12' in height.**

## ZONING CODE TEXT AMENDMENTS

**Chapter 19-01, Definitions, Sections 19.01.010:** The petitioner is proposing to add the following definition to the Zoning Code:

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**Concrete / Asphalt Plant**
A facility for the mixing and crushing and the storage and transporting of raw or recycled aggregate, along with concrete, and liquid asphalt to make Asphalt Cement Concrete (A.C.C.) or concrete for the purpose of sale.

**Appendix A (Use Table):** The petitioner is proposing to add the use classification of "Concrete / Asphalt Plant" as a Special Use in the I-4 Heavy Industrial District.

## REZONING

The petitioner is requesting that the entire property be rezoned from I-2 Limited Industrial District to I-4 Heavy Industrial District. It should be noted that currently only one property in the Village is zoned I-4: The Village Public Works facility at 77 W. Hintz Road. Staff has provided a rezoning exhibit.

## ZONING VARIATIONS

The proposal requires three zoning variations. The petitioner has requested the following three variations:

1. Reduction in the required minimum green space from 25% to 13% of the site;
2. Increase in the maximum allowed accessory building height from 20 feet to 74 feet for the tallest proposed accessory structure (silos). Other proposed accessory structures also require height variations including the liquid storage tanks (49 feet) and drum tower (54 feet); and
3. Increase in maximum allowed outdoor storage fence/screen from 8 feet to 12 feet. The proposed storage bin screen along the east (railroad tracks) property line will be 12 feet.

## SITE PLAN REVIEW

**Scale of Site Plan:** 1' = 80'

**Proposed General Site Layout:** The site is configured to accommodate the function of the asphalt plant. The site is divided into three primary areas: material production/loading area, material storage area, and recycling area. The production/loading area (the part of the operation that is most accurately called the asphalt plant), occurs in the middle of the site. There will be four 74-foot tall silos 40 feet from the front property line. The petitioner anticipates expanding the number of silos in this area to a total of eight in the future. Staff suggested a condition of approval that would allow for a total of eight silos (as shown on the site plan). There are also three 48-foot tall vertical liquid asphalt tanks and a 54-foot tall drum tower. Other features of the production/loading area include the baghouse, multiple feed bins and a conveyor. In this area are also two buildings: a small one-story office building and a small two-story lab/control room. The parking is adjacent to the office building. The material storage bins are to the east of the asphalt plant along the train tracks. The south end of the site is devoted to the recycler. The recycling area consists of a concrete pile, an asphalt pile, a road material recycler and conveyor

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to recycle bins. Stormwater basins are located at the southeast corner of the site and the northern edge.

**Total Number of Parking Spaces:** The two proposed buildings combined have a total office area of 1,500 sq. ft. and 1,500 sq. ft. of lab (active manufacturing) area. The total required parking for these uses is nine parking stalls. Ten parking stalls have been provided.

**Site Circulation:** A full traffic study had been provided. Based upon the initial submittal, both Planning Staff and the Fire Department had questions and concerns. To address these concerns, a revised comment letter and truck turning radius exhibits were provided prior to the hearing. Further expert testimony by the petitioner's traffic engineer indicates safe and efficient traffic to, from, and through the site.

**Bicycle parking:** Bike parking for industrial uses may be provided within the buildings. Outdoor bicycle parking may be unsafe for this facility.

**Site Lighting:** A mix of building/structure mounted lights and pole lights are proposed. The light poles are 22.5 feet in height. The proposed illumination levels meet the requirements of the Zoning Code.

**Ownership:** The petitioner owns the 571 and 581 Wheeling Road parcels. The Village owns the Commercial Drive right-of-way at the northern edge of the site. Prior to permit approval, the Village will need to vacate the Commercial Drive right-of-way for use by the petitioner. Staff suggested a condition of approval to address this issue.

**Sidewalks:** There is an existing sidewalk in the Wheeling Road right-of-way.

## APPEARANCE REVIEW

**Building Sizes:** The one-story office building is approximately 1,200 sq. ft. The two-story laboratory/control room building is approximately 2,700 sq. ft. in size. The control room is located on the second floor and is only a small portion of first floor.

**Elevation Plan Review:** The most visible features of the site, when viewed from Wheeling Road will be the silos, vertical liquid storage tanks and conveyor associated with the plant. Most of the buildings, material piles, and other lower features of the plant will be hidden by the 10-foot fence along Wheeling Road. An elevation plan for the asphalt plant features is provided. Building elevations are also provided.

**Exterior Building Materials/Colors:** The primary wall material of the buildings will be face brick. The building elevation plan indicates the second story control room will have gray siding to match paint. Staff suggested that the Plan Commission may wish to see brick and siding material and color samples.

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**Screening:** A chain link fence with gray slats is proposed for two sides of the property (north and south). The west property line (Wheeling Road) will have an 8-foot high wood fence. The south side will have a 6-foot fence. The north side will have an 8-foot fence. Along the east (adjacent to the railroad tracks) will be 12-foot high concrete block walls, which are the back sides of the storage bins, and also requires a zoning variation for its height. To soften the view of the bins are a line of 6-foot tall arborvitae.

## LANDSCAPING PLAN REVIEW

**Existing Landscaping to Remain:** 20 trees will remain on the site. 14 deciduous trees will remain in the landscape buffer along Wheeling Road. 6 evergreen trees will remain at the southeast corner of the site.

**Proposed Landscaping:** The petitioner is proposing improvements along Wheeling Road. This area will include ornamental grass, ornamental trees, dwarf evergreens, deciduous shrubs, and flowering shrubs. In the northern stormwater basin will be stormwater seed mix and a prairie seed mix. At the southeastern stormwater basin will be a prairie seed mix.

## STANDARDS FOR REZONING

Following are standards for rezoning with the petitioner's responses. **(Senior Planner comments are in bold.)**

1. Will the proposed rezoning comply with the intent and purpose of Title 19, Zoning? (Explain how the proposed uses allowed by the rezoning will conform to the zoning code.)

   "Applicant seeks a text amendment in order to allow establishment as a special use of an asphalt plant with its associated uses in the I-4 district. There is currently operating an asphalt plant which has operated for over 40 years. The text amendment will allow for the relocation for the relocation and improvement of the existing asphalt plant. The plant represents a use which is needed both within the Village and nearby areas as the predominance of roads are constructed of Asphalt. The area surrounding the subject property is all zoned industrial and used for industrial uses so the establishment of the I-4 District in connection with the proposed special use for the Asphalt plant will be in character with the surrounding area."

   **The intent of the rezoning, in combination with the proposed text amendments, is to establish appropriate limitations on the unique land use that is proposed. The Village previously created the I-4 Heavy Industrial District specifically to accommodate such unique open land uses. These types of uses are characterized by visible machinery, outdoor material storage, truck parking, and frequent use of construction equipment. The proposed rezoning is consistent with the limited**

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**application of the I-4 district to impose the maximum restriction on heavy/open industrial land uses.**

2. Will the proposed rezoning comply with the Comprehensive Plan, Official Map and all other plans and policies adopted by the Village? If not, explain why the proposed use is in the best interest of the Village. (Explain in detail how the uses allowed by the rezoning follow the Comprehensive Plan or how a rezoning contrary to the Comprehensive Plan is appropriate.)

   "The comprehensive plan calls out this area for Manufacturing uses. The rezoning combined with the special use and its conditions bring the facility into conformance with the goals and intents of the Comprehensive Plan. Granting the amendment allows for the existing facility to be relocated which allows for the existing location to be redeveloped more in conformance with the Village's plans for Properties along or near Dundee Road."

   **The subject site is shown as "Industrial" on the Comprehensive Plan. The proposed rezoning furthers the vision of the Comprehensive Plan in that it would facilitate a change in land use at 231 S. Wheeling, which is shown as Open Space / Mixed Use on the Comprehensive Plan.**

3. How have the physical or economic conditions pertaining to the subject area changed, making the existing zoning inappropriate and the proposed rezoning appropriate? (Explain why the current zoning designation is inappropriate. What specific physical or economic conditions indicate that a change in zoning is required?)

   "The proposed I-4 zoning district, combined with the special use renders the zoning appropriate for the property. The surrounding area is all zoned manufacturing. The special use designation will restrict the property to the proposed use and will not allow the other non-regulated I-4 uses from being established."

   **There is no current zoning district which allows the proposed land use. The rezoning is necessary, in conjunction with the text amendment, in order for the proposed use to locate anywhere within the Village of Wheeling.**

4. How is the proposed rezoning desirable and needed in the Village? (Why is the new zoning district needed? What does the rezoning accomplish? How will it benefit the Village?)

   "The rezoning to I-4 will permit the Asphalt Plant to (1) operate in a location with similar (though not identical) uses; (2) operate in an area of nearby industrial uses adjacent to railroad tracks; and (3) maintain an appropriate distance from residential uses."

   **The proposed rezoning and text amendment is needed in order for the proposed land use to locate within the Village.**

5. How will the proposed rezoning be compatible with and not unduly depreciate the use and value of the surrounding property? (Consider the types of uses that could be permitted by the rezoning. Are these uses compatible with existing neighboring land uses? Will the potential uses have a negative impact on surrounding property values?)

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"The rezoning of the subject property will allow for the relocation of the existing asphalt plant away from the Town Center Development to a location with no impact on the surrounding industrial uses. The use is needed at this location due to the nature of asphalt production and the need for the plant to be located nearby the roads and parking lots being paved."

**The land use facilitated by the proposed rezoning should be configured to minimize potential negative impacts. The special use–site plan review by the Plan Commission should address the potential negative impacts.**

6. How will the proposed rezoning contribute to a rational pattern of land uses which is beneficial to the Village? (Is the proposed rezoning sensible? Are intense uses that create traffic, noise, odor, light, or smoke going to be permitted along a narrow residential street?)

"Locating the facility on a road which carries industrial traffic within an area that has industrial uses is the most rational area to relocate the existing facility. The studies included with the application demonstrate that there are no negative impacts that will be created by the new facility (an improvement of the existing plant). The fact that the existing plant has operated for 50 years without complaint demonstrates that the new location, of a 'state of the art' plant will have no negative impacts. The relocation of the existing plant will benefit the Village through relocation from near the Town Center development."

**The proposed rezoning, combined with a zoning code text amendment, would establish a very limited zoning framework for concrete/asphalt plants. The land use facilitated by the rezoning would be configured to minimize the potential negative impacts on adjacent properties.**

## STANDARDS FOR SPECIAL USE

Following are standards for special use with the petitioner's responses in italics. **(Senior Planner comments are in bold.)**

1. State why the Special Use is necessary for the public convenience at the proposed location.

"*The Village of Wheeling has roads that are made of asphalt as well as residents have driveway and buildings have asphalt parking lot. Asphalt can only be delivered a certain distance prior to installation. Having the plant in the community will help keep the cost of road improvement low.*"

**Asphalt production requires proximity to the construction site. There are few locations centrally located in Wheeling that could accommodate the proposed use without significant negative impacts on surrounding land uses.**

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2. State how the Special Use will not alter the essential character of the area in which it is to be located.

   *"The current asphalt plant property will be relocated roughly ¼ mile south on Wheeling Road. The development occurred adjacent and near our existing plant evidence that the establishment of a new state of the art facility will not cause any changes to the industrial character of the area."*

   **Other properties in the area have outdoor storage yards. Provided the facility is adequately screened and landscaped, it does not appear that the essential character of the area will not change.**

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it will be in harmony with and not impede the normal, appropriate and orderly development of the district in which it is to be located and the development of surrounding properties.

   *"The proposed location is currently in a developed industrial area, the only new development would be at the existing location. With our relocation the Village can move forward with redevelopment of the downtown. We do not see a negative impact to the street system since the current operation uses Wheeling Road."*

   **Upon review of the noise and environmental studies, it appears that the proposed land use should have little, if any, negative impact on the surrounding properties. Staff has questions regarding the traffic study, especially with regard to the status of left turns into the facility, which may impact traffic safety.**

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof.

   *"The relocated asphalt plant will provide a 10' high chain link fence with slats to screen the view from Wheeling Road and we will keep the existing parkway trees and plant additional trees and landscaping to provide screening. We will have 12' high concrete blocks on the east side of the property with solid evergreens for screen from the Metra train. The slender appearance of the proposed silos negate any negative visual impact on their construction.*

   **The 10-foot fence requires a height variation.**

5. State how the parking areas will be of adequate size for the particular use, properly located and suitably screened from adjacent residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances and the development will not cause traffic congestion.

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*"The relocated plant will be moved further away from residential uses and will have great screening from existing industrial buildings. The 10 parking spaces are adequate for the number of employees who will be on site."*

**The parking provided meets the requirement of the Zoning Code. Furthermore, the petitioner indicates the provided parking is adequate for the number of employees at this facility.**

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

*"If we do not receive special use permit to allow the operation of the asphalt we will not relocate the operation or upgrade the equipment and keep at our current location with outdated equipment."*

**For the petitioner's purposes, the only potential use of the site is the use proposed. If the use is not allowed in the subject location, the petitioner will not relocate to the subject property.**

## STANDARDS FOR VARIATIONS

Following are standards for variations with the petitioner's responses. **(Senior Planner comments are in bold.)**

1. State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out. *(How do the unique characteristics make it difficult to follow the regulations of the code? You may want to consider Question 2 first.)*

*"The variation is based on the area needed to allow for the efficient use of the site and to allow for upgrading of the applicant's existing facility. The triangular shape of the site forces an inefficiency in how the site is utilized and restricts the traffic circulation on the site. This requires the need to reduce the amount of landscaped area to allow for truck circulation and storage of the necessary materials. The height of the storage silos is needed so as to allow for sufficient storage of asphalt to meet the requirements mandated by road standards. Due to the shape of the site it would be difficult to site additional silos (which would be required in order to satisfy the volume requirements needed) without compromising site circulation."*

**The variation related to fence height is necessary as a mitigation measure for the appearance of the plant itself. The variation related to the height of the plant accessory structures is necessary because the nature of the operation requires structures of that height. Due to the limited size and configuration of the property,**

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**there is not enough space for additional green space and the necessary functions of the proposed use.**

2. Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses. *(How is the property different from other properties with similar uses that do not require a variation?)*

   *"The unique situation is that existing facility is the only asphalt plant in Wheeling. The site being proposed is the only site that has been found in Wheeling which can both accommodate the facility and is located in area where there will be no significant impacts on neighbors. The size of the site along with the needs for truck circulation prohibits the additional landscaped area. The height of the silos is driven by the paving industries and the Illinois Department of Transportation's requirement for different asphalt mixtures. This requires the additional height and number of silos in order to the time the mixing plant operates the silos need to be able to store greater amounts of asphalt and different mixtures than the existing plant allows for. This need is particular to the paving industry and is not generally required for other industrial uses in the I-4 district."*

   **The variation related to the height of the plant is necessary because the nature of the operation requires structures of that height. The fence height will help mitigate the visual impacts of the facility operations.**

3. Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property. *(Is the problem or hardship a result of actions taken by the applicant?)*

   *"The Village has been proposing that the existing plant be both relocated and its operation improved. This site is the only site which has become available which will accommodate the facility. Its size and shape restricts the amount of landscaped area which can be established on site. The nature of the operations is not conducive to extensive planting areas within the site as they will not survive. The paving industry requires varied asphalt mixes requiring the number and size of the proposed silos."*

   **The variations not related to the existing conditions are related to the property configuration (minimum amount of green space), mitigating efforts (height of fence) and nature of the proposed use (height of plant).**

4. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone. *(What are the specific negative impacts on the future use of the property if the variation is not granted?)*

   *"The site would not accommodate the needed activities (production of asphalt, material recycling, storage of materials and truck circulation) if additional landscaping was*

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*required to meet the required standard. A reduction in the height of the silos would require operating the plant for producing asphalt for longer hours. It will also not allow for the varied 'mixes' as the paving industry requires."*

**For the petitioner's purposes, the only potential use of the site is the use proposed. If the use and associated variations are not allowed in the subject location, the petitioner would not relocate to the subject property.**

5. State how the granting of the variation will not alter the essential character of the locality. *(Will the variation allow for construction or other use of the property that will change the appearance or character of the neighborhood or area?)*

*"The majority of the surrounding buildings do not meet the required landscape percentages. We are proposing additional landscaping along Wheeling Road which will screen the site. The silos are very slender structures so their height will not negatively impose on the surrounding area the way a much taller building would. The neighborhood already has silos which have not caused any detriment to the development nearby."*

**Although there is no use in the immediate area that is completely similar to the proposed use, the proposed use is similar in some respects to several area uses, such as having storage yards and significant truck traffic. The lack of green space will not be visible to the neighboring properties due to the screening of the plant operations.**

6. Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood. *(Will the variation have a negative impact on other properties? Will it create traffic, noise, odor, light, or smoke? Will buildings be placed too close to other buildings? Will emergency access to the rear of the property still be possible?)*

"The variations will not cause any negative impacts to the surrounding area. Landscaping would be internal to the site so that its benefits would not be shared by surrounding properties as the screening along Wheeling Road. The variations allow for the efficient use of the property for its intended uses in a manner which is self-contained. The slender design of the silos prevents their height from causing negative impacts (impairment of light and air, increase in the danger of fire, etc.) due to their height.
The traffic study indicates that no traffic impact will be caused by establishment of the facility at this location. There has been no showing of any negative impacts from the facility at its existing location; the relocation to a larger property and its improvements will not cause any negative impacts but will guaranty that no impacts result."

**The proposed variations, in particular the height variation, are needed for the proposed use to be allowed anywhere within the Village. According to the traffic,**

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**environmental and acoustic studies provided, the variations do not appear to cause negative impacts on the vicinity.**

## STAFF REVIEW

**Fire Department Review:** The Fire Department has provided a comment memo, dated 9.15.2016. Many of the comments can be addressed at the time of building permit. The petitioner also revised its plans and provided a comment letter (dated 9.21.2916) to address items #2 through #6 in the Fire Department memo. The revised plans and comment letter were reviewed by the Plan Commission at the hearing.

**Engineering Review:** The Village engineer has provided a comment memo dated 9.21.2016.2016. These comments will be addressed during permit. In addition, the petitioner requests use of compensatory storage credit in Heritage Lake. Per the Village's policy on compensatory storage credit, a formal agreement between the petitioner and Village is required. A condition of approval has been added to the draft special use ordinance to address this issue.

**Impact on Adjacent Uses:** Staff suggested that the Plan Commission request clarification regarding left-turns into the facility. The truck turning diagrams suggest that left-turns into the site are restricted. This restriction may be necessary to ensure traffic safety due to the proposed off-set drive at Harvester Court. The petitioner's expert testimony from the traffic engineer indicates the traffic related to the proposed use will not cause any safety concerns.

**Senior Planner's Recommendation to the Plan Commission:** Staff recommended that the Plan Commission review the following list of items with the petitioner prior to taking action on Docket Nos. 2016-14ABCD:

- Request a response to the Fire Department memo comments #2 through #6;
- Consider requesting revised truck-turning exhibits consistent with the proposed site plan;
- Request clarification regarding left-turns into the site and determine if left-turns should be restricted due to safety concerns with the off-set drive near Harvester Court; and
- Request brick and siding material and color samples for the buildings.

## CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission's recommendation for the petition is in four parts. The conditions of approval in each piece of legislation are discussed below.

I. No conditions were included with the text amendment.

II. No conditions were included with the rezoning of 571-581 Wheeling Road.

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III. The special use petition included the following five conditions of approval. Staff modified the language of condition #3 to better address the request for offsite compensatory storage. The following conditions are in the attached special use ordinance:

1. That a total of eight silos are permitted in the location shown on the site plan,
2. That prior to permit approval, a plat of vacation shall be executed for the Village right-of-way (Commercial Drive),
3. Prior to permit issuance, there shall be a formal agreement between the petitioner and the Village for offsite compensatory storage credit in Heritage Lake.
4. All trees shall be at least 3 inch caliper, and
5. Fuel storage shall be underground.

IV. No conditions were included with the zoning variations.

## MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING

The plans were not modified since the Plan Commission hearing.

## DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

Four ordinances are attached for the Board's consideration:

1. Docket No. 2016-14A. Ordinance amending Title 19, Zoning, of the Village Code to add the use classification of 'Asphalt / Concrete Plant' as a Special Use in the I-4 Heavy Industrial District.
2. Docket No. 2016-14B. Ordinance rezoning of 571 to 581 Wheeling Road (subject property) from I-2 Limited Industrial District to I-4 Heavy Industrial District.
3. Docket No. 2016-14C. Ordinance granting special use and site plan approval for the proposed asphalt plant.
4. Docket No. 2016-14D. Ordinance granting three zoning variations to:
   a. Reduce the minimum required green space form 25% to 13%;
   b. Increase the maximum permitted height of an accessory structure from 20 feet to 74 feet; and
   c. Increase the maximum permitted fence height from 8 feet to 12 feet.

As noted in this report and within the Findings of the Plan Commission, the site plan associated with the special use petition depends on two additional Village approvals: (1) the vacation of the existing but unimproved Commercial Drive right-of-way; and (2) an agreement in accordance with the provisions of the Village's stormwater management credit distribution policy relative to a request to utilize compensatory storage credit within the Heritage Park basins.

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The Commercial Drive right-of-way was at one point thought to be a potential access point to the Carpenter Avenue industrial area across the railroad tracks. However, after numerous discussions with the Illinois Commerce Commission, Canadian National Railroad, Metra, and IDOT, it is apparent that approval of an additional at-grade crossing is not possible.

The petitioner has provided a request to utilize 2.18 ac/ft. of compensatory storage within the Heritage Park basins. Most of the properties seeking to utilize the credits in the past have been located in TIF districts, and the credit is memorialized in a redevelopment agreement. In this case, should the Board approve the rezoning and special use petitions, the business would need to return to the Board for approval of the credit as a standalone agreement.

Andrew C. Jennings
Director of Community Development

**Attachments:**

Ordinances (precede this report)
Fire Department Comments, dated 9.15.2016
Engineering Division Comments, dated 9.21.2016
Findings of Fact and Recommendation (draft)
Photo of existing conditions (staff)
Staff rezoning exhibit
Response Letter (9.21.2016)
Response Letter (8.11.2016)
Project Description Letter
Site Plan (9.21.2016)
Landscape Plan (9.21.2016)
Photometric Plan (9.01.2016)
Elevation Plan (Asphalt Plant) (8.31.2016)
Lab and Control Building Elevation Plans (8.31.2016)
Lab and Control Building Floor Plan (9.01.2016)
Office Building Floor Plan (9.01.2016)
Preliminary Engineering Plans
Perspective View
Plats of survey
Traffic Study
Environmental Study
Acoustical Study
3 Truck Turning Radius Exhibits of the Traffic Study (9.21.2016)

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**Docket No. 2016-14A**

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING TITLE 19, ZONING, OF THE WHEELING MUNICIPAL CODE TO ADD "CONCRETE / ASPHALT PLANT" AS A SPECIAL USE IN THE I-4 HEAVY INDUSTRIAL DISTRICT**

**WHEREAS,** the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on September 22, 2016, to consider a petition for a text amendment to Title 19, Zoning, of the Wheeling Municipal Code, to define "Concrete / Asphalt Plant" and add it as a Special Use in the I-4 Heavy Industrial District (under Appendix A, Use Table); and

**WHEREAS,** the Rezoning petition, under Docket No. 2016-14B, is contingent on approval of the text amendments described in this Ordinance; and

**WHEREAS,** the Special Use petition of Builders Asphalt, under Docket No. 2016-14C, is contingent on approval of the text amendments described in this Ordinance; and

**WHEREAS,** the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted with a vote of 5 ayes, 0 nay, 0 abstaining, and 2 absent; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request;

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

1. The Wheeling Municipal Code, Title 19, Zoning, Section 19.01.010, Definitions, is hereby amended to insert the following:

   **Concrete / Asphalt Plant**
   A facility for the mixing and crushing and the storage and transporting of raw or recycled aggregate, along with concrete, and liquid asphalt to make Asphalt Cement Concrete (A.C.C.) or concrete for the purpose of sale.

**Section B**

The Wheeling Municipal Code, Title 19, Zoning, Appendix A, Use Table, is hereby amended to read as follows:

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…

***Industrial Districts – Permitted and Special Uses (cont).***

| P=Permitted Use, S=Special Use Permit, Blank=Not Allowed | | | | |
|---|---|---|---|---|
| | **I-1 Light Industrial and Office District** | **I-2 Limited Industrial District** | **I-3 General Industrial District** | **I-4 Heavy Industrial District** |
| **Industrial Uses** | | | | |
| … | | | | |
| *Concrete/Asphalt Plant* | | | | S |

…

**Section C**

Those sections and subsections of Title 19 which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Wheeling Municipal Code other than that expressly amended in Section A or Section B of this Ordinance.

**Section D**

If any section, clause or provision of this Ordinance, or any application thereof to any person, property or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceable provision or application, and to this end the provisions of this Ordinance, are declared to be severable.

**Section E**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____ moved, seconded by Trustee _____, that Ordinance No. _____be passed this _____day of_____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

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_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

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**Docket No. 2016-14B**

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A REZONING FROM I-2 LIMITED INDUSTRIAL DISTRICT TO I-4 HEAVY INDUSTRIAL DISTRICT FOR 571-581 WHEELING ROAD AND COMMERCIAL DRIVE**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on September 22, 2016, to consider a rezoning petition of 571 Wheeling LLC, owner, for the property known as 571–581 Wheeling Road and the right-of-way known as Commercial Drive legally described herein, zoned I-2 Limited Industrial District to I-4 Heavy Industrial District; and

**WHEREAS,** the Text Amendment petition of Builders Asphalt, under Docket No. 2016-14A, is contingent on approval of the rezoning described in this Ordinance; and

**WHEREAS,** the Special Use petition of Builders Asphalt, under Docket No. 2016-14C, is contingent on approval of the rezoning described in this Ordinance; and

**WHEREAS,** the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted with a vote of 5 ayes, 0 nay, 0 abstaining and 2 absent; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the requested rezoning;

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the requested rezoning will comply with the intent and purpose of Title 19, Zoning;
- That the requested rezoning will comply with the comprehensive plan, official map, and all other plans and policies adopted by the Village;
- That there are physical or economic conditions pertaining to the subject area which have changed and which make the existing zoning inappropriate and the proposed rezoning appropriate;
- That the proposed rezoning is desirable and needed in the Village;
- That the proposed rezoning is compatible with and would not unduly depreciate the use and value of surrounding properties; and

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- That the proposed rezoning will contribute to a rational pattern of land uses which is beneficial to the Village.

**Section B**

The Zoning Ordinance and the Official Map are hereby amended to revise the zoning classification of the property known as 571–581 Wheeling Road, hereinafter legally described, and the right-of-way of Commercial Drive, from I-2 Limited Industrial District to I-4 Heavy Industrial in accordance with the Staff exhibit "551–581 Wheeling Road Existing and Proposed Zoning" dated September 15, 2016, for the property legally described below:

Legal Description:

PARCEL 1:
LOT 2 (EXCEPT THE NORTH 100 FEET THEREOF AND EXCEPT THE WEST 15.25 FEET THEREOF) AND THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 (EXCEPTING FROM SAID PART OF LOT 3 THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISON, A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS.
PARCEL 2:
THAT PART OF VACATED COMMERCIAL DRIVE LYING SOUTH OF THE SOUTH LINE OF LOT 2, NORTH OF THE NORTH LINE OF LOT 3, EAST OF THE EAST LINE OF WHEELING ROAD (AS WIDENED BY PLAT OF DEDICATED REGISTERED AS DOCUMENT LR 2321517 AND LYING WEST OF THE EASTERLY LINE OF LOT 2 EXTENDED SOUTHERLY TO THE NORTHEASTERLY CORNER OF LOT 3 AFORESAID, IN BLOCK 1, IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 13, 1955 AS DOCUMENT LR 1639763AND CERTIFICATE OF CORRECTION

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THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT LR 1713481.
(PINS: 03-11-300-013-0000; 03-11-300-021).
(The above described property is commonly known as 571 Wheeling Road, Wheeling, Illinois. The property is currently zoned I-2 Limited Industrial District.)

THAT PART OF LOT 3, IN BLOCK 1 OF HEAZOG'S 1ST INDUSTRIAL SUBDIVISON, HEREINAFTER DESCRIBED, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 IN HEAZOG'S 1ST INDUSTRIAL SUBDIVISON OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON DECEMBER 13, 1955 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS. (PIN: 03-11-300-014-0000).

(The above described property is commonly known as 581 Wheeling Road, Wheeling, Illinois. The property is currently zoned I-2 Limited Industrial District.)

**Section C**

All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

**Section D**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____ moved, seconded by Trustee_____, that Ordinance No. _____be passed this _____day of_____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

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_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

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**Docket No. 2016-14C**

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING SPECIAL USE–SITE PLAN APPROVAL FOR AN ASPHALT PLANT AT 571–581 WHEELING ROAD**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on September 22, 2016, to consider a request under Title 19, Zoning, of the Wheeling Municipal Code, Special Use–Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish an Asphalt Plant at 571–581 Wheeling Road, Wheeling, Illinois, hereinafter legally described, currently zoned I-2 Limited Industrial District, and pending rezoning to I-4 Heavy Industrial District; and

**WHEREAS,** the special use / site plan petition is related to and contingent upon a zoning code text amendment to define Concrete / Asphalt Plant and add it as a special use in the I-4 Heavy Industrial District (Docket No. 2016-14A), a rezoning petition (Docket 2016-14B), and a zoning variation petition (Docket No. 2016-14D); and

**WHEREAS,** the site plan referenced in this Ordinance is dependent upon the vacation of Commercial Drive and an agreement for the use of offsite compensatory storage credits, both of which must be approved prior to permit issuance; and

**WHEREAS,** the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with a motion to approve the petitioner's request, that passed by a vote of 5 ayes, 0 nays, 0 abstaining, and 2 absent; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;

- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

**Section B**

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Section 19.07.050 I-4 Heavy Industrial District and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, to permit an concrete/asphalt plant in accordance with the site plan and appearance approval granted in Section C of this Ordinance, to be located at 571–581 Wheeling Road, Wheeling, Illinois, hereinafter legally described:

Legal Description:

PARCEL 1:
LOT 2 (EXCEPT THE NORTH 100 FEET THEREOF AND EXCEPT THE WEST 15.25 FEET THEREOF) AND THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 (EXCEPTING FROM SAID PART OF LOT 3 THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISON, A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF VACATED COMMERCIAL DRIVE LYING SOUTH OF THE SOUTH LINE OF LOT 2, NORTH OF THE NORTH LINE OF LOT 3, EAST OF THE EAST LINE OF WHEELING ROAD (AS WIDENED BY PLAT OF DEDICATED REGISTERED AS DOCUMENT LR 2321517 AND LYING WEST OF THE EASTERLY LINE OF LOT 2 EXTENDED SOUTHERLY TO THE NORTHEASTERLY CORNER OF LOT 3 AFORESAID, IN BLOCK 1, IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 13, 1955 AS DOCUMENT LR 1639763AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT LR 1713481.
(PINS: 03-11-300-013-0000; 03-11-300-021).

(The above described property is commonly known as 571 Wheeling Road, Wheeling, Illinois. The property is currently zoned I-2 Limited Industrial District, pending rezoning to I-4 Heavy Industrial District.)

THAT PART OF LOT 3, IN BLOCK 1 OF HEAZOG'S 1ST INDUSTRIAL SUBDIVISON, HEREINAFTER DESCRIBED, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 IN HEAZOG'S 1ST INDUSTRIAL SUBDIVISON OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON DECEMBER 13, 1955 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS. (PIN: 03-11-300-014-0000).

(The above described property is commonly known as 581 Wheeling Road, Wheeling, Illinois. The property is currently zoned I-2 Limited Industrial District, pending rezoning to I-4 Heavy Industrial District.)

**Section C**

Site Plan and Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially in accordance with the following exhibits, herein attached and made part of, in accordance with the following plans and documents submitted August 11, 2016 (except as noted):

- Response Letter
- Project Description Letter
- Site Plan (9.21.2016)
- Landscape Plan (9.21.2016)
- Photometric Plan (9.01.2016)
- Elevation Plan (Asphalt Plant) (8.31.2016)
- Lab and Control Building Elevation Plans (8.31.2016)
- Lab and Control Building Floor Plan (9.01.2016)
- Office Building Floor Plan (9.01.2016)
- Preliminary Engineering Plans
- Perspective View
- Plats of survey
- Traffic Study
- Environmental Study
- Acoustical Study
- 3 Truck Turning Radius Exhibits of the Traffic Study (9.21.2016)

**Section D**

The Special Use, Site Plan, and Building Appearance Approval granted in Sections B and C of this Ordinance are subject to the following conditions of approval:

1. That a total of eight silos are permitted in the location shown on the site plan,
2. That prior to permit approval, a plat of vacation shall be executed for the Village right-of-way (Commercial Drive),

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3. Prior to permit issuance, there shall be a formal agreement between the petitioner and the Village for offsite compensatory storage credit in Heritage Lake.
4. All trees shall be at least 3-inch caliper, and
5. Fuel storage shall be underground.

**Section E**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____moved, seconded by Trustee_____, that

Ordinance No. _____be passed, this _____ day of _____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

_____

Dean S. Argiris

Village President

ATTEST:

_____

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____

Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

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**Docket No. 2016-14D**

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING VARIATIONS FROM TITLE 19, ZONING, RELATING TO THE CONSTRUCTION OF AN ASPHALT PLANT AT 571–581 WHEELING ROAD**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on September 22, 2016, to consider a zoning variation petition for the property known as 571–581 Wheeling Road, relating to the construction of an asphalt plant; and

**WHEREAS,** the special use / site plan petition for the asphalt plant (Docket No. 2016-14C) is related to and contingent upon the zoning variations described in this Ordinance, zoning code text amendments described in Docket No. 2016-14A, and a rezoning petition described in Docket 2016-14B; and

**WHEREAS,** the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted with a vote of 5 ayes, 0 nay, 0 abstaining and 2 absent; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the requested rezoning;

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the requested rezoning will comply with the intent and purpose of Title 19, Zoning;
- That the requested rezoning will comply with the comprehensive plan, official map, and all other plans and policies adopted by the Village;
- That there are physical or economic conditions pertaining to the subject area which have changed and which make the existing zoning inappropriate and the proposed rezoning appropriate;
- That the proposed rezoning is desirable and needed in the Village;
- That the proposed rezoning is compatible with and would not unduly depreciate the use and value of surrounding properties;
- And that the proposed rezoning will contribute to a rational pattern of land uses which is beneficial to the Village.

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**Section B**

The zoning variations granted in Sections C and D of this Ordinance are illustrated on the following plans for the construction of an asphalt plant to be located at 571–581 S. Wheeling Road, Wheeling, Illinois, hereinafter legally described:

- Site Plan (dated September 21, 2016), and
- Elevation Plan (Asphalt Plant)

Legal Description:

PARCEL 1:
LOT 2 (EXCEPT THE NORTH 100 FEET THEREOF AND EXCEPT THE WEST 15.25 FEET THEREOF) AND THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 (EXCEPTING FROM SAID PART OF LOT 3 THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISON, A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF VACATED COMMERCIAL DRIVE LYING SOUTH OF THE SOUTH LINE OF LOT 2, NORTH OF THE NORTH LINE OF LOT 3, EAST OF THE EAST LINE OF WHEELING ROAD (AS WIDENED BY PLAT OF DEDICATED REGISTERED AS DOCUMENT LR 2321517 AND LYING WEST OF THE EASTERLY LINE OF LOT 2 EXTENDED SOUTHERLY TO THE NORTHEASTERLY CORNER OF LOT 3 AFORESAID, IN BLOCK 1, IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 13, 1955 AS DOCUMENT LR 1639763AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT LR 1713481.
(PINS: 03-11-300-013-0000; 03-11-300-021).

(The above described property is commonly known as 571 Wheeling Road, Wheeling, Illinois. The property is currently zoned I-2 Limited Industrial District, pending rezoning to I-4 Heavy Industrial District.)

THAT PART OF LOT 3, IN BLOCK 1 OF HEAZOG'S 1ST INDUSTRIAL SUBDIVISON, HEREINAFTER DESCRIBED, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 IN HEAZOG'S 1ST INDUSTRIAL SUBDIVISON OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON

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DECEMBER 13, 1955 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS. (PIN: 03-11-300-014-0000).

(The above described property is commonly known as 581 Wheeling Road, Wheeling, Illinois. The property is currently zoned I-2 Limited Industrial District, pending rezoning to I-4 Heavy Industrial District.)

**Section C**

The following variations are hereby granted from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07, Industrial Districts, Section 19.07.050, I-4 Heavy Industrial District:

1. Subsection D3, reducing the minimum required green space from 25% to 13%.
2. Subsection F, increasing the maximum permitted height of an accessory structure from twenty feet (20.0') to seventy-four feet (74.0').

**Section D**

The following variation is hereby granted from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10, Use Regulations, Section 19.10.070, Accessory Uses, Buildings and Structures, Section B, Fences and Screens:

1. Subsection 7c, Required fences and screening for outdoor storage, increasing the maximum permitted height from eight feet (8.0') to twelve feet (12.0').

**Section E**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____moved, seconded by Trustee_____,

that Ordinance No. _____be passed this _____day of_____, 2016.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

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**Docket No. 2016-14D**

Ordinance No. _____ passed this _____day of_____, 2016.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

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# MEMO – Fire Prevention Bureau

**TO:** Brooke Jones, Associate Planner

**FROM:** Ronald S. Antor, Fire Inspector

**CC:** Andrew Jennings, Village Planner

Andrew Jennings, Director of Community Development

Keith MacIsaac, Fire Chief

FPB File

**DATE:** September 15, 2016

**SUBJECT:** Proposed asphalt plant – Orange Crush – 571 Wheeling Road – Plans received for review by the Wheeling Fire Department, September 1, 2016.

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The Wheeling Fire Department has reviewed the submittals received related to the above referenced project and has the following comments:

**Site Plan**

1. A looped water main shall be provided on the site. The site water main shall comply with the Village of Wheeling Municipal code which includes, but is not limited to the "Manual of Practice for the Design of Public & Private Improvements" and the 2012 Edition of the International Fire Code. Water main improvements required would include:
    a. An 8" looped water main shall be provided with hydrants not exceeding 300 foot spacing between the hydrants along the fire apparatus access route.
    b. A fire hydrant shall be provided within 50' of each building's Fire Department Connection (FDC).
    c. A separate water service is required for the fire protection service supply and the domestic service supply for each building. The fire service supply main size shall be based on the building's needed fire flow and shall not be less than 6" in diameter. The domestic service shall be sized to meet village requirements as approved by the Department of Community Development, Engineering Division.
2. Overhead obstructions along the fire apparatus access route shall not hang over the roadway in a manner that hinders Fire Department access. A minimum of 13'6" overhead clearance shall be provided over the fire apparatus access roads.
3. A clear space of at least 4-feet shall be maintained around the circumference of any fire hydrants. This includes light fixtures, transformers, and landscaping.
4. Other site landscaping features shall not impede access to fire protection equipment, i.e. Fire Department Connection (FDC).
5. All fire access drives shall be a minimum of 20'.

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6. The roadway over the underground detention vault shall be capable of supporting fire apparatus with a gross vehicle weight of 86,000 pounds
7. Fire Department Knox Boxes shall be provided at the locations of any fencing with gates that restrict access to the site.

**571 Wheeling Road – Two new structures**

1. The petitioner is proposing to include two new structures with the new asphalt plant. Based on the information provided with this submittal, the structures would be classified as (B) Business Use Group occupancies as defined in the 2012 Edition of the International Building (IBC) and Fire Prevention Codes (IFC).
2. All construction relating to the structures would need to comply with the Village's Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments).
3. As noted in Comment #2, the proposed buildings will need to comply with the Village's Building and Fire Prevention Codes. Some of the items that this would include and would need to be addressed during the permitting process are:
    a. Each building is required to be provided with an automatic fire sprinkler system.
        i. The Fire Department Connection (FDC) for each building's fire sprinkler systems shall be located at the front of the building or other location as approved by the Fire Department.
    b. Each building is required to be provided with a fire alarm system.
    c. A second means of egress (exit) is required for elevated control room per the Village's Building Code.

At this time there are no other Fire Department comments related to the project as presented in the documents reviewed. The Fire Department recommends that no approvals be given for this project until all of the above comments have been addressed by the developer.

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# MEMORANDUM

**TO:** Brooke Jones, Senior Planner

**FROM:** Jon Tack, Village Engineer

**COPY:** Kyle Goetzelmann, Civil Engineer I

**DATE:** **September 21th, 2016**

**SUBJECT:** **Proposed Asphalt Plant (Orange Crush)**
**571 Wheeling Road - Review Comments**

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The Engineering Division received a Site Plan prepared by Rolf C. Campbell & Associates dated August 11, 2016, Preliminary Engineering prepared by Mackie Consultants, LLC dated August 11, 2016, Project description letter dated August 10, 2016, ALTA / ACSM Land Title Survey prepared by Chicago Land Survey Company for 571 S. Wheeling Road dated December 1, 2015 and ALTA / ACSM Land Title Survey prepared by Land Divisions, Inc. for 581 S. Wheeling Road dated June 17, 2016. The Engineering Division has completed a review of the above referenced submittal and offers the following comments at this time:

1. No curb and gutter being provided at entrance or around the perimeter of pavement.
2. Concrete apron should be provided at entrance, see Village details.
3. Proposed pavement section shall be provided.
4. The Manual of Practice requires a minimum of 2% slopes and maximum of 5:1 slopes in grass areas, and 1% minimum slopes in paved areas. Slopes should be added to plans to show that minimum slopes are being provided and areas revised as necessary.
5. The maximum ponding allowed over structure rims is 9”. Please provide elevations indicating the plans meet this requirement.
6. Detention ponds are right on property lines with minimal setback. Please review and determine if the high water elevation can be adjusted. Use the IDOT Berm Criteria as a starting point.
7. Emergency overflow weirs shall be shown for all proposed ponds.

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8. Calculations should be provided showing that the proposed underground detention system can support Fire Truck and H-20 Loading or as required by the Fire Department.
9. Stormwater report indicates they need approximately 2.18 acre-feet of compensatory storage at the required 1.5:1 ratio and that they will be requesting from the Village that the balance of compensatory storage that is not offset onsite be provided in Heritage Lake. The compensatory storage calculations should provide the total fill placed between the 0-10yr and the 10-100yr. With Heritage Lake compensatory storage request being the balance of the total fill minus the total cut multiplied by the 1.5 ratio.
10. The developer shall make written request to the Village for the necessary compensatory storage to satisfy the ordinance requirements.
11. A floodplain development permit required.
12. CLOMR-F/LOMR-F is required for the development.
13. Fill place below BFE will need to be compacted to 95%.
14. The building finished floor shall be elevated to at least flood protection elevation which is 2' higher than BFE.
15. The developed are is showing a detention pond in the unimproved right-of-way, an application for a Plat of Vacation will be required.
16. A Preliminary Plat of Subdivision should be provided. Please see ordinance for minimum Preliminary Plat of Subdivision requirements.
17. A standalone topographic survey should be provided.
18. Rolf C. Campbell Site Plan shows that 10 parking stalls are required while Mackie Civil Plans only show 6 proposed. Plans should be revised as necessary to be consistent.
19. Identify gates at all entrances.
20. Signage throughout the property along with general truck traffic flow shall been shown.
21. Turning radius exhibits were provided but no truck stacking / internal vehicle circulation exhibits.
22. The existing developed area located within the ComEd R.O.W. along the east side of the property shall be shown on the plans as being restored to estimated pre-development grades and grass (seed and blanket).
23. No storm sewer calculations, inlet capacity, or overland flow route calculations were provided in preliminary storwmater report, please revise accordingly.
24. The utilizing of the existing storm sewer on the south side of the property as outlet for south detention basin will require televising of the line to verify the condition and replace as necessary. A copy of the televising shall be provided to the Village for review. Also all existing storm manholes and/or catch basins shall be inspected and replaced as necessary.
25. The proposed mechanical separator used to reduce the suspended solids and potential contaminates being used for the runoff from north portion of site should be implemented for the south portion of the site also.
26. A general review of the overhead wires along the property is recommended.
27. The domestic water service shall be 1.5" see village detail.
28. Fire and domestic service lines and connections shall be separate for each.
29. The spacing of fire hydrants for the development needs to comply with the Village of Wheeling Manual of Practice for Design of Public & Private

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Improvements as stated in section 5.05 Fire Hydrants and as commented on by the Fire Department.

30. MWRD, IEPA and all other applicable permits shall be approved prior to the issuance of the Site Engineering Permit.
31. The design engineer shall provide an engineer's estimate of probable cost of improvements.
32. A complete erosion control plan/SWPPP is required for the development.

Please note additional comments may be forthcoming upon review of future submittals.

It should be noted that comment #9 above requires the developer to make a request to the Village for the offsite compensatory storage in Heritage Lake and that a fee for the compensatory storage will need to be determined based on the developers engineer's estimate of meeting the onsite compensatory storage requirements

It is the Engineering Divisions opinion that all comments can be addressed during final engineering.

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**DRAFT DOCKET NO. 2016-14A,B,C&D**

# FINDINGS OF FACT AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-14A,B,C &D
Builders Asphalt
571-581 Wheeling Road
(2016-14A) Text Amendments to Title 19, Zoning, Related to 'Concrete / Asphalt Plant'
(2016-14B) Rezoning of the Property from I-2 Limited Industrial District to I-4 Heavy Industrial District
(2016-14C) Special Use-Site Plan Approval of an Asphalt Plant
(2016-14D) Variations from Title 19, Zoning, Relating to the Construction of an Asphalt Plant

**Docket Nos. 2016-14A,B,C&D** 571 Wheeling LLC, property owner, is seeking the following actions for 571 and 581 Wheeling Road, hereinafter legally described below:

**2016-14 (A)** A text amendment to Title 19 Zoning, of the Wheeling Municipal Code, to add 'Concrete / Asphalt Plant as a Special Use in the I-4 Heavy Industrial District (Under Appendix A, Use Table); and

**2016-14 (B)** Rezoning the property from I-2 Limited Industrial District to I-4 Heavy Industrial District; and

**2016-14 (C)** Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to establish an Asphalt Plant in the I-4 Heavy Industrial District; and

**2016-14 (D)** Variations from the Wheeling Municipal Code, Title 19, Zoning, Chapter 19-07, Industrial Districts, Section 19.07.050 I-4 Heavy Industrial District, relating to maximum height of accessory structures, number of principal structures on a lot, minimum required green space, and associated sections to construct an Asphalt Plant.

Chairman Pro Tem Johnson called Docket No. 2016-14 on September 22, 2016. Present were Commissioners Blinova, Dorband, Johnson, Powers and Zangara. Commissioners Issakoo and Ruffatto were absent with prior notice. Also present were Brooke Jones, Senior Planner, Mallory Milluzzi, Village Attorney, Ron Antor, Fire Inspector and Kyle Goetzelmann, Civil Engineer.

Commissioner Powers read the following statements aloud.
A zoning variation is intended to be a method of adjustment to equalize regulations where Title 19 of the Village of Wheeling (Zoning) has created an unnecessary hardship. A variation is designed to allow affected property owners the same rights and privileges that others enjoy in the same zoning district. In order to be granted a variation a petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how their individual situation is unique or unusual. Prior to the

public hearing the petitioner provides written statements meant to show that their request for variation meets the standards established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

A zoning Special Use, as defined in Title 19, of the village of Wheeling (Zoning), is a use of parcel of land that requires review and consideration before approval due to circumstances or effects on the surrounding properties that may adversely affect them. In order to be considered for a special use the petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how the proposed use will not damage the enjoyment or use of the surrounding properties. Prior to the public hearing the petitioner provides written statements meant to show that their request for a special use meets the standards established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

Mr. Tim Winter, Pal Group, 321 Center Street, Hillside, IL, Mr. Bernard Citron, Thompson Coburn, Ms. Kelly Conolly, 303 W. Erie, Suite 600, Chicago, Mr. Thomas Enno, Alpha Environmental Inc., Mr. Ryan Gandy, President, Builders Asphalt, Mr. Ray ???, Builders Asphalt, Plant Supervisor and Mr. Al Madden, Ralph Campbell Associates, Landscape Architect, Mr. Brian Homans, Shiner Associates, 225 W. Washington Street, Suite 1625, Chicago were present and sworn in.

Ms. Milluzzi gave an overview of a public hearing. Ms. Jones will give an overview of the petition, the petitioner will present their petition and request as well as any other evidence, then members of the public are able to ask questions of the petitioner and introduce any evidence that they may have, then the Commission will take turns asking questions of both the petitioner or any of the public members who introduced their own evidence or testimony and then the petitioner then has a chance to reply or present rebuttal evidence to any additional evidence that is presented by the public.

Ms. Jones reviewed the four different zoning requests.

- Text amendment – the petitioner is proposing to define an asphalt plant and to add the use as a Special use in the I-4;
- Rezone the property – the property is currently designated as I-2, Limited Industrial District to I-4, Heavy Industrial District;
- Special Use for the Asphalt Plan; and
- Variations from the Zoning Code – the variations are related to green space and to the height of the accessory buildings including the silos and other structures. They are also asking for a variation regarding the screening and fencing.

Ms. Jones referred to the handouts and memo from the Engineering Division. In summary, almost every comment except for one will be addressed at building permit. There is one comment that the

petitioner would need to make a request directly to the Village Board regarding comp storage for use for storage credits in the Heritage Lake.

Ms. Jones referred to the summary response from the petitioner regarding the Staff Report that was sent out on Friday. The petitioner has made some changes to the site plan and landscape plan with regard to the fence only which is the only change on the 11" x 17" sheets received. The fence along Wheeling Road and the fence along the north side of the property is now proposed as board on board at an 8' height that no longer requires a zoning variation.

Ms. Jones referred to the traffic study document. The Staff Report noted that the site plan was incorrect for the truck turning radius. They revised the plan so that it now is consistent with the proposed site plan, the driveways are consistent and the exhibits demonstrate that the trucks can safely navigate the site. Everything that has been submitted in the last couple of days is consistent and clear so she hopes the Plan Commission would accept the changes.

Mr. Winter stated that the existing asphalt plant is located at 231 South Wheeling Road and they have been operating at that location for 25 years. The asphalt plant had been there for almost 50 years. It is an outdated, inefficient asphalt plant. Staff approached them about 10 years ago to discuss relocating their facility within the Village of Wheeling. The reason for the relocation was for the redevelopment of the downtown area around the Metra station. They thought it was a good idea so they could upgrade their plant to become an IDOT certified plant. They found a location about 600' south of the current property. It is located at 571 and 581 South Wheeling Road. The property is 7 ¼ acres which is almost twice the size of the existing plant which is 3.7 acres. The building at 571 is 80,000 square feet and has been vacated for over a year. The building at 581 is a 35,000 square foot building. The current business is looking to relocate in the summer of next year when their lease runs out. The property is currently zoned I-2 which they want to rezone to I-4 with a text amendment to allow an asphalt plant and accessories.

Mr. Winter referred to the existing plant and noted it does not have any green space. They have made two changes along Wheeling Road. There are 4 existing driveways along Wheeling Road. They were going to maintain them all but only use 2. They have now eliminated two which increased some of the green space. They surveyed the property and found out the location of the trees. They noticed the trees were a little further back than originally intended. They want to save the existing trees since they were mature trees. They pushed back the yard space a couple of feet. One of the most notable changes of green space is on the north side. It is part of the future vacated right-of-way. They analyzed the area and determined they could convert it to green space and decided to make it part of the detention basin. The other area adjusted is on the east side. There had been discussion about them going to ComEd to try and lease some property for an access drive with no screening or landscaping. After internal discussion, they decided to abandon the idea of leasing property from ComEd for the access drive. They looked at the 6' setback for the rear setback and put the 6' in and will provide screening with evergreen trees up and down the rear property line to provide screening from the aggregate piles. At the same location there will be 12' high concrete blocks to hold the aggregate. The evergreens (arborvitaes) will screen the concrete wall from the Metra train. The chain link fence has been changed to a wood board on board fence that will be 8' tall. There are some areas along Wheeling Road that were missing trees. They will plant trees at 3"

calipers.

Mr. Winter referred to the south side of the property. The building to the south is right along the property line. They are not proposing anything except for a security chain link fence along the property just to keep people out of their operations. They increased the green space to 13% but would still require a variance from the Village Ordinance.

Mr. Winter referred to the asphalt plant. There are three main components of the asphalt plant. There is the main plant, the manufacturing of asphalt in the center and aggregate piles. There are aggregates that come straight from the quarry that are used in the asphalt mix along the east property line. There will be a few more different types of aggregates since they will become an IDOT certified plant. They will have recycled aggregates, which is reused broken road materials and recycled down to be reintroduced into asphalt mixes or into road base. There will be a broken material pile stored all the way to the south. All the aggregates will be divided by concrete blocks. They need to keep them separated from each other in order to have the correct mix. The blocks are 12'.

Mr. Winter explained how the asphalt is made. The loader dumps the aggregates into each of the bin which mixes the asphalt, heats it up to over 300 degrees and then the liquid asphalt is put in and then conveyed into the silos and then stored into the stores until it is delivered to the trucks. There is a control room on top of the building. The building will be used for an office and a laboratory. There will be an added second building for check-in. The current plant has two 200 ton silos that are approximately 70' in height. The proposed at the workshop was for eight 300 ton silos. The reason for the extra silos was because IDOT requires additional different mix designs then when the plant was originally constructed. Mr. Winter explained they had called the manufacturer of the silos and discussed the concerns of the Village regarding the height. The manufacturer suggested a 250 ton silo which lowers the height to 74' which is much closer to the existing height of the silo and not as high as the originally proposed 85' height. It will still require a variance but they are trying to keep it more uniformed to the existing asphalt plant.

Mr. Winter reported that the new plant was newer and upgraded. It runs cleaner and is quieter because the current batch plant is outdated. He mentioned the road material recycler was new to the site and is located all the way to the south of the property. All asphalt in IDOT mixes requires recycled asphalt in the mix. The current facility has more truck traffic. With the road material recycler it would reduce the truck traffic and be able to recycle the product onsite and reintroduce the asphalt into the mix.

Mr. Winter stated the hours of operation would remain the same, Monday – Saturday from 6:00 a.m. – 6:00 p.m. The plant does not operate in the winter. They usually start in May and slow down in October and November. They will be on the property during the winter but would not be operating the plant.

Mr. Winter referred to the traffic. They reduced it down to two driveways. The south driveway is going to be an entrance only. Everyone will come into the entrance, check into the office, delivery the aggregate/liquid asphalt or the broken road material or they will go straight underneath the silo to

get loaded up. Everyone will leave the north driveway.

Mr. Winter referred to the Fire Department's concern about making sure the drive aisles were all 20' wide with no overhangs. They have the same concerns since their trucks are as large as the Fire Department's trucks. They have submitted a lot of studies, engineering reports, noise and environmental and traffic studies. All of the reports indicate there were no adverse affects to the redevelopment. All of the consultants were present.

Chairman Pro Tem Johnson opened the discussion to the public.

From the audience, Ms. Linda Elliott, 710 Longtree Drive, Wheeling was sworn in. They own a business, Jelco Inc. at 450 Wheeling Road. She stated they had been residents of Wheeling since 1984 and company owners in Wheeling for 25 years. They moved into the plant on Wheeling Road in 1997 and their company grew so in 1999 they came before the Commission for an addition. They added about 8,000 square feet for a total of 22,000 square feet along with a large parking lot across the street. Their offices are directly across from the Crush exit where the trucks will be exiting all day long. Their parking lot is across from the plant.

Ms. Elliott addressed their concerns. She expressed a concern about noise from the plant and trucks. She mentioned they were especially concerned about the trucks because at their end they will have trucks coming out every day. They feel they will be forced to add soundproofing windows since their sales offices face Wheeling Road. The trucks entering the plant will be heavily loaded diesel trucks that are loaded as they wait outside to make their turns. It would occur during the peak business hours when they would be making sales calls.

Ms. Elliott stated that she and her husband visited the O'Hare plant and the East Dundee plant to keep an open mind as to what this would bring to Wheeling. They went on a Saturday and thought it would be quieter but it wasn't. The O'Hare plant was in an area with lots of planes and heavy industry companies. In East Dundee, the plant is located in a rural area next to a concrete plant and other heavy industries. The traffic was extreme and noisy even on a Saturday.

Ms. Elliott expressed a concern with traffic and the number of trucks exiting the property. Their truck dock is at the north part of the building with 53' trucks going in along with smaller trucks. To the north of the Crush property is Pete Perfection, a truck repair place. Many of their trucks are parked on the Crush property. She explained because the space is tight they often back into their dock areas in order to get into their property. She was unsure how the traffic study could capture everything. They feel the congestion could get so bad that maybe the Village would have to consider a traffic light.

Ms. Elliott expressed a concern with dust and odors. She mentioned they had a lot of electronics in their building along with displays that are installed into their product. They have a lot of concern on how it would affect the electronics in the building.

Ms. Elliott contacted their furnace/air conditioner maintenance company and was told that they may need to add a special kind of air filter to the units on the roof to handle the odors. She expressed

concern about the additional cost for filters and maintenance.

Ms. Elliott expressed a concern about the summer. Their production is done in the warehouse without air conditioning. When the weather gets up to 90 degrees, they pull their roll up doors up to get airflow. She felt if there was an asphalt smell outside it would be prohibitive open the doors.

Ms. Elliott expressed a concern about property values on Wheeling Road. They have been there 19 years and have invested heavily in additions to the property. She is excited they are installing a wood fence.

Ms. Elliott expressed a concern that all of the immediate neighbors were not notified. She spoke with the Angelo the owner Netcom, located south of the property and they weren't notified of the open house or of this meeting. The owner was surprised and provided Ms. Elliott with a letter which she read aloud at the meeting. "Thank you for informing Netcom of the Wheeling Plan Commission meeting scheduled for this evening regarding Docket No. 2016-14A,B,C&D associated with Builders Asphalt. Netcom did not receive notice of this meeting from the Village. Netcom is very concerned about the relocation and expansion of Builder Asphalt next to our facility. Netcom is a high technology manufacturer and has a clean environment and is critical to the success of our process and overall business. Having additional dust, traffic and noise will require structural adjustments to Netcom's facility and they do not support this. We believe this type of business should be located in a remote area not in the center of our industry park and certainly not next door to Netcom. They support your effort to fight this matter on behalf of Netcom with the Wheeling Plan Commission. Thank you once again for your visit." She provided Staff with a copy of the letter.

From the audience, Mr. Kishore Madana, Netcom was sworn in at the beginning of the hearing. He is the Director of Manufacturing of Netcom for 19 years. He stated they did not receive a letter from the Village about the construction. He explained their business was an electronics component manufacturer and supply parts to aviation and military applications. Their facility has to be pristine clean. They maintain all of the electrostatic devices and all the employees have the wear ESD jackets to prevent any kind of static. They have constant visits from their customers like Lockheed Martin, L3 and Harris. He is happy to hear about the 8' fence but was concerned with any contaminants from the asphalt manufacturing since it would be a huge problem for their manufacturing.

Mr. Madana mentioned they had conference rooms near the fence and expressed a concern with noise. He stated they had a rooftop unit for the air conditioner and heating and the contaminants would cause more trouble and cost more for maintenance. He expressed a major concern about contaminants entering their building.

Mr. Madana thanked the Commission for giving him the opportunity to speak.

Chairman Pro Tem Johnson asked if the petitioner wanted to respond to any of the comments made by the public.

Mr. Citron, Attorney called some of their team to address the issues. He stated they were not concerns they hadn't heard before but had been addressed. He asked that the reports submitted be moved into evidence as part of the record. He felt it was interesting that on one hand there was a concern about trucks but noted there were already a lot of trucks in the area. He noted it was an industrial property that was zoned industrial and that even without a special use could have significant truck traffic. He questioned if the traffic with a Special Use could be any worse. Will there be a more significant impact than if there was a permitted use on the property. He called upon Kelly Connolly the traffic engineer. He questioned if she saw any issues in her study in terms of the truck traffic from their facility.

Ms. Kelly Connolly, traffic engineer came forward. She reported that she was retained to perform a site access evaluation. They did traffic counts at the existing facility for 12 hours to get a real understanding of the type of traffic it is currently generated as well as the traffic on Wheeling Road. They looked at the impacts on moving it 600' to the south. It included 12 hour counts, looking at the order of magnitude volumes, looking at the site access drives and locating them appropriately, looking at site lines, looking at any offsets, looking at the impacts of their traffic on Wheeling Road and the impacts of that traffic at those proposed access drives. They found there were no engineering concerns and any of the offsets were within a standard of engineering practice and it wouldn't be causing any impacts to Wheeling Road that would be detrimental to traffic on Wheeling Road. She referred to access across the street and its impacts to it. In conclusion, the findings of the report were that the access drives were located appropriately and the operation of the inbound on the south and the outbound on the north was appropriate.

Mr. Citron questioned based on the amount of traffic she counted on Wheeling Road and the traffic that she knows is on their property, were trucks going to be sitting on that exit point for extended periods of time during peak hours. Ms. Connolly stated they performed capacity analysis at those access drives because they know existing traffic on Wheeling and they know what they would be generating on the site. Any inbound traffic would be waiting less than 5 seconds to enter the access drives as well as the operating trucks outbound performed very well.

Mr. Citron questioned if they had an issue with getting trucks in or out or having to stack trucks. He questioned in Ms. Connolly's opinion, did they have sufficient stacking to have everybody on their site with no issues getting in or out. Ms. Connolly stated they would not be performing any maneuvers on the public right-of-way. All of the maneuvering would be done on site.

Mr. Citron asked in Ms. Connolly's professional opinion if she saw any negative impact on any of the neighbors that would cause any of the issues discussed. Ms. Connolly stated the conclusion was that the traffic this site would be generating had no significant impact to Wheeling or any of the properties across.

Ms. Milluzzi asked for clarification from Mr. Citron. She mentioned that Mr. Citron had requested specific reports being submitted into the record. She questioned if he wanted the entire submittal submitted into the record. Mr. Citron apologized and confirmed he wanted the entire submittal.

Mr. Citron called Mr. Tom Enno, Environmental Consultant to the podium. Mr. Citron referred to

the word "contaminant" being used. He felt it had an implication that they were somehow putting chemicals into the air that were hazardous to people's health. Mr. Citron mentioned the East Dundee facility that the neighbor had looked at was a 20+ year old facility. He stated he was at their Skokie facility which was a brand new state of the art facility just like the proposed Wheeling facility. It is also located in a similar area and no one knows it is there.

Mr. Citron asked Mr. Enno to address some of the issues regarding the odor and dust. Mr. Enno has worked in and around asphalt plants for most of his 25 year career. He mentioned there currently was an asphalt plant located 500' north of the proposed plant. The existing asphalt plant is older, less efficient and inclined to produce more noise and dust and the new asphalt plants have pollution controlled equipment that collects the dust that could potentially get into the atmosphere. The upgrade of the asphalt plant and moving it only 500' should effectively reduce the potential for impact. He referred to the typical wind direction and mentioned that wind typically blows north/west south/east. He felt the individuals would have been more impacted by the location of the existing asphalt plant than they would by the new asphalt plant. Wind direction to the west is roughly one day a month. His opinion is if there was going to be an issue with dust or odor at these locations they would have already noticed it primarily because of the wind direction.

Mr. Enno stated the existing asphalt plant has an agreement with the Village that once a year they send out a group that collects air, odor, noise and dust emissions test. A substantial report is submitted to the Village and in his review of the reports there hadn't been any issues. He reviewed the period from 1998-2009. He is aware of no new environmental issues or problems. He stated to the best of his knowledge they never had any complaints about dust. He referred to the Metra station and felt if there had been a problem everyone would know about it.

Mr. Enno referred to the contamination issue. He reported in 2009, the petitioner performed a soil boring investigation of the property. If there were contaminations coming out of the asphalt plant they would have been deposited into the soil adjacent to the asphalt plant. They collected soil samples under the direction of the Village's hired environmental consultant engineers and they found no environmental contaminants.

Mr. Enno stated it was his opinion that the new asphalt plant in its proposed location was better than the existing asphalt plant.

Mr. Citron questioned if there was a specific piece of equipment that was part of the rebuilt asphalt plants that would remove any dust. He thought they were called baghouses. Mr. Enno stated that the pollution control equipment at the existing asphalt plant is a baghouse. The new design and construction is for a cyclonic filtration system. He reiterated that the existing plant has never had any significant dust related issues. They currently have hoses and sprinkler around the perimeter of the property. They also have street sweepers as needed. It will all be hardwired into the new plant.

Mr. Citron questioned if it was fair to say if the Commission were to recommend this use with conditions to address the neighbor's concerns, in his opinion were they already taken care of it with their plans for the new facility. Mr. Enno stated in his opinion based on his knowledge and experience working in and around asphalt plants for the last 25 years that there will be far less

potential for dust and emissions in the new plant than there is from the existing plant and they have never had an issue with the existing plant. He mentioned the existing plant was located 400' from a residential neighborhood. He did not hear of any complaints from anyone in the residential area. He felt the noise would be even better with the perimeter fence.

Ms. Milluzzi asked if the public had any follow up questions or responses from the public based on the additional testimony entered.

Ms. Elliott questioned if there were any other asphalt plants located near electronic manufacturing companies. She still felt there would be a noise problem with the trucks coming out. She questioned the number of trucks that would come out daily. Ms. Kelly stated there would be approximately 230 trucks in and 230 trucks out. Ms. Elliott mentioned that was 230 trucks in and out per day while they were trying to do sales. She felt there would be a lot of congestion in a very small area.

Chairman Pro Tem Johnson asked what day of week they did the traffic study. Ms. Kelly stated they did it in June over a week.

Ms. Elliott referred to the open house and mentioned two companies attended but that none of the Plan Commission or Village Board attended. She felt if Wheeling really wanted to know how people felt it would have been appropriate that they should have been invited to hear the comments. Ms. Jones explained the public hearing was the venue where public comment was encouraged and solicited through public notice in the mail, sign on the property and the required mailing of all the property owners within 250'. Ms. Elliott mentioned that Netcom didn't receive it. Ms. Jones explained they would look into it this evening during a break. Ms. Milluzzi explained there would also be concerns about inviting the Commission to attend a meeting like the open house because of the Open Meetings Act.

The Commission took a break at 8:17 p.m. and reconvened at 8:30 p.m.

No one else from the audience came forward.

Ms. Milluzzi introduced additional testimony regarding the issue of notice being sent out. Mr. Citron asked for a letter on Pal Group, Inc's stationery dated September 6, 2016 to be entered into the record. It is a notice letter of this hearing. They prepared the letter for signature by Mr. Tim Winter and secondly a list of tax papers of the surrounding area who received the letter. He testified under oath that this letter was prepared under his direction and supervision and the mailing went out under his direction to all the names listed in accordance with the ordinance of the Village of Wheeling. He noted Netcom appeared on the list. Ms. Elliott asked for the address of where the letter was sent. Ms. Milluzzi confirmed the address on the list was 599 Wheeling Road, Wheeling, IL 60090.

Commissioner Dorband checked the weather on June 9, 2016 when the traffic study was done. The weather was 73 and 58 so it wasn't bad weather with less traffic.

Commissioner Dorband asked for a description of what the plant would be doing. Mr. Gandy explained they bring in broken asphalt and recycle it. They use it and put it back into the material to make the hot mix asphalt. It is then stored in the silos, emptied into the trucks and then transported out. She questioned if they were currently doing it. Mr. Gandy confirmed it was not currently being done. She questioned if they would have other trucks coming into their site in addition to their own trucks. Mr. Gandy explained there is no recycling facility at their current facility so trucks bring material in and dump. The trucks then have to haul the material out since there is no recycler and then it is recycled at a different facility and then brought back in. He explained the proposed facility has a recycling facility that would recycle the material and that would not have to be hauled off and brought back in. Commissioner Dorband questioned if other companies would be using their facility. Mr. Gandy confirmed that some of their customers they sell to would be using their facility which is being done at their current facility. They do not do all asphalt jobs. Commissioner Dorband questioned where the trucks go after the drop off the broken asphalt to be reground. Mr. Gandy explained they either go back to a construction site empty (highly unlikely) or they pick up road base stone to put back or they pick up asphalt under the silos. The recycled asphalt is not always delivered out, it goes back into the asphalt mix. Commissioner Dorband thought it sounded like they would have more trucks coming onto the site since there would be a faster move. Mr. Gandy did not agree. He explained it was currently being done at their existing facility.

Commissioner Dorband questioned if the regrinding process was noisy. She questioned if the noise would be an issue since it was currently not being done. Mr. Homans (acoustical consultant) reported they were asked to model noise. He explained they used a computer modeling program. He was responsible for going out and measuring sound levels at various plants including the new Skokie plant and at the O'Hare plant which have recycling operations. As part of their study they use the data and modeled the output. They found they would have lower noise emissions at the new facility compared to the existing facility. He explained it was because the equipment is much quieter, newer and more efficient. They modeled sound levels at residential areas (east and west of proposed plant). Commissioner Dorband questioned when the study was done on the Skokie plant, she questioned if the air quality and dust were also studied. Mr. Winter explained that Shiner Associates only did the acoustical study. He reported they were received all of the EPA permits and were tested by EPA for air quality and passed. Mr. Gandy reported the result was a passing a result. The air quality met all the standards that are required.

Commissioner Dorband questioned if they could offset their driveway from Jelco's drive so it wouldn't affect them. Mr. Winter explained all of the existing driveways were offset and not lined up. She referred to the neighbor's complaint if they were currently using her driveway. Mr. Winter explained he didn't have control of her driveway being used by someone else. He stated it was a business owner to the north of them.

Commissioner Dorband questioned if the traffic study was only done on June 9. Ms. Conolly stated that the traffic counts consisted of five week days during that week and June 9 was the peak day.

In reply to Commissioner Zangara's question regarding the text amendment, Mr. Citron stated it was submitted as part of their application. It was to add an asphalt plant and assorted accessory uses as a Special Use in the I-4 district. Ms. Milluzzi read the definition of a concrete/asphalt plant, "A

facility for the mixing and crushing and the storage and transporting of raw or recycled aggregate along with concrete and liquid asphalt to make asphalt cement concrete, ACC or concrete for the purpose of sale." It is listed as a Special Use in the I-4 District only.

Commissioner Zangara questioned if the current asphalt plant was in an I-4 District. Ms. Jones confirmed the current location was zoned MXT Mixed Use Transit Oriented District. It is legal, non-conforming.

Commissioner Zangara thought there might be less truck traffic.

Commissioner Zangara questioned if the new yard would be paved or dirt. Mr. Winter confirmed it would be paved with brand new asphalt.

Commissioner Zangara questioned the type of gates they would use for the wood fence. Mr. Winter stated it would be a similar wood fence. It will be the same as the contractor yard just south of them by the green detention basin.

Commissioner Zangara questioned the number of trucks that can be stacked on the site. Mr. Winter stated it could accommodate about 4 or 5 using both sets of silos for a total of 10.

Commissioner Zangara questioned if they had gas tanks storage on site. Mr. Gandy confirmed there were gas tanks stored on site and regulated and permitted by the EPA. Commissioner Zangara noted it was not shown on the plans. He questioned the location. Mr. Gandy stated they would probably be put by the small office on the south end. Commissioner Zangara questioned if a gas truck comes in to fill them up. Mr. Gandy confirmed it happens every two weeks.

Commissioner Zangara questioned if the Skokie plant was currently operational. He questioned the number of trucks that enter that site. Mr. Gandy stated there was currently approximately 50-60 trucks in and out per day.

Commissioner Zangara questioned the hours of the recycler. Mr. Gandy mentioned there would be days when it doesn't operate, it depends on the demand.

Commissioner Zangara questioned if they had a watering or sprinkler system around the perimeter to handle the dust. Mr. Gandy confirmed they would have a water truck and sweeper on site to mitigate the dust. He explained the dust would be mitigated compared to their existing property by the paved site.

Commissioner Zangara likes the concept but agrees it is an eyesore but believes it would be hidden nicer in the new location.

Commissioner Blinova expressed a concern about the dust control. Mr. Winter stated they share the same concern because if dust gets into their equipment it causes an issue. He explained they would have a water truck on site to keep the dust down.

Commissioner Powers questioned if the Fire Department had any comments. He questioned if they were OK with the turning radiuses of the trucks. Fire Inspector Antor explained their trucks would have similar turning radiuses as the Fire Department's trucks. He referred to the fuel storage that was not included on the plans. He explained it was currently only allowed in I-2 and I-3 zoning districts for above ground storage tanks so he could not speak to it but stated it was an issue that needed to be looked into further. Chairman Pro Tem Johnson questioned if they needed to be located underground. Fire Inspector Antor confirmed they would need to be underground. Mr. Winter was in agreement.

Commissioner Powers referred to the underground storm water vault that was in the rear of the property. He mentioned the previous concern about the trucks and weight over the top of the vault. He questioned if they were OK with it. Mr. Goetzelmann mentioned the developer would have to look into it and make sure it could sustain the weight of a truck. It was a comment made by Engineering and could be handled in final engineering.

Commissioner Powers questioned if Staff was OK with the wording of the text amendment. Ms. Jones confirmed Staff was in agreement.

In reply to Commissioner Powers' question, Ms. Jones confirmed the Village's Public Works building was the only other I-4 in the Village.

Commissioner Powers questioned the reason they wouldn't put a wood board on board fence on the south side of the property. Mr. Winter explained because it wasn't visible since it was right up against the building.

Commissioner Powers questioned if it was the petitioner's desire to go to eight silos right away. Mr. Winter explained they wanted approval for all eight but wants to see the demand after they are IDOT certified. He stated they would probably have two silos put up immediately.

Commissioner Powers asked how a truck traveling southbound from Dundee would enter their plant. Mr. Winter explained they would drive south to the southern entrance and turn right in from the left turn lane going south. Commissioner Powers mentioned they did not show a left turn into the southbound drive on their flow of trucks. Mr. Winter confirmed there would be trucks flowing in there and would be able to make the turn.

Commissioner Powers referred to Staff's concern if they would allow a left turn then the street across (Harvester Court) they may have issues with it. He questioned how they would deal with it. Ms. Conolly reported it was reviewed in the original study but they revisited. The offset is of no engineering concerns since it was offset in the appropriate direction. They have enhanced site lines, no conflicting left turning movements because of the orientation and because of the minimal traffic on both Harvester and the site access drive. It falls within offset standards of operating appropriately. It is only inbound only so they don't have any conflicting out from the site.

Commissioner Powers referred to the question about the truck's stacking plan. He questioned if there was a possibility for trucks to be stacked up on Wheeling waiting to turn left into the facility.

Ms. Connolly confirmed there wasn't a possibility. She explained in the operation of the site there would be no impairment to trucks entering the site. The only opposing movement is the northbound traffic on Wheeling. They analyzed the access drive and looked at the capacity and the delays they had turning into the site. She stated it would operate very well at most it would be 15 trucks in an hour which have delays less than 5 seconds turning in so trucks would not be stacking up on Wheeling impacting the through lanes. The current plant supervisor, Ray Pagnozy, Orange Crush has been at the current facility for 25 years and have not had the issue with the smaller site.

Commissioner Zangara questioned if they had samples of the materials on the structures. Mr. Winter provided material samples. It is a gray split face block. The plant is gray and they will match the color as close as possible. He provided pictures of the new plant in Skokie. He stated it would look identical to it. He explained not much of the building would be seen with the fence and setback. He questioned the material of the second floor on the northern most building. Mr. Winter stated the color of the control room would be gray and is part of the actual asphalt plant.

Commissioner Powers questioned if they would be allowed to put any wording on the tanks. Mr. Winter stated they do not currently have wording at the Skokie or O'Hare plants. He was unsure about the future. Ms. Jones explained they would need a sign permit for it.

Commissioner Powers noticed a 14' high pile of material from the recycler on their diagram. He questioned if they could control the height of the belt on the recycler. He felt there would be dust when crushing stone. Mr. Winter explained they will have hose and sprayers directly on the recycler to remove the dust. Throughout the rest of the site, they have a water truck and during hot summer and windy days they will hook additional hoses to constantly spray in the truck traffic areas.

Commissioner Powers questioned if they could limit the recycler to start no earlier than 8:00 or 9:00 a.m. Mr. Gandy stated they needed to start at 7:00 a.m.

Commissioner Powers questioned if they could plant taller arborvitae to help cover the 12' wall. He suggested using 8 or 10' tall instead of 6'. Mr. Madden stated they had over 92 arborvitae and they grow very quickly. He stated they could do something taller but it would be up to the petitioner. He explained that sometimes taller plants were harder to find in a nursery. Commissioner Powers wanted to see something taller.

Commissioner Powers referenced the landscape plan. He questioned the definition of 2-3" BB, he asked if it was a caliper size. Mr. Madden confirmed it was a caliper size. He explained their individuals tag trees and pick the best plants they can get regardless of the size. Commissioner Powers understands but doesn't want to see a 2" caliper tree. Mr. Winter agreed to make all trees 3".

Commissioner Powers appreciated the neighbors for being present and providing input.

Chairman Pro Tem Johnson questioned if the proposed gets approved does the old site get cleaned up. Mr. Winter explained they would dismantle the existing asphalt plant, dispose of it, all the underground storage tanks cleaned up and then hopefully sell it.

Chairman Pro Tem Johnson questioned if it would make sense to align the entrance and exit with Harvester and Denniston. He questioned if it would ease any of the turning issues. Ms. Connolly explained from a traffic engineering perspective they have no issues with the offset as is. Chairman Pro Tem Johnson questioned if both were shifted to the south. Mr. Winter explained the concern with Denniston is that they would need to shift the entire process down. Chairman Pro Tem Johnson expressed concern with how the trucks leaving would affect Jelco than the traffic itself. Mr. Winter explained it was an existing driveway. He was unsure how many trucks the previous business had. He assumed there were plenty of trucks since it was a heavy industrial steel facility.

In reply to Chairman Pro Tem Johnson's question, Mr. Gandy stated the size of their typical truck was 30-33'.

In reply to Chairman Pro Tem Johnson's question, Mr. Winter confirmed they were OK with underground storage tanks. He stated it was only 1,000 gallon and will work with the Fire Department. Ms. Jones questioned if it would be a concern to the engineering since it wasn't previously explored. Mr. Goetzelmann felt it could be a concern depending on the location. Mr. Winter stated it would be located directly east of the small office building to the south of the plant. Mr. Goetzelmann stated the only concern they would have with underground storage was seeping into the dirt clay. Mr. Winter explained they were encased and government by the EPA. Fire Inspector Antor stated they would be a double walled tank meeting the State Fire Marshall's requirements.

Commissioner Dorband questioned if they could add a berm to make the trees higher. Mr. Winter explained within a 6' setback they could only get up about a .5'. He agreed to raise the ground if possible. Mr. Goetzelmann understood the property was located in the flood zone so if they were to make a berm, comp storage would be required.

Commissioner Zangara questioned if there was lighting on the site. Mr. Winter confirmed they submitted a lighting plan and they meet the Village Ordinance.

Commissioner Zangara questioned the height of the recycler. Mr. Winter stated it was less than 20'. Chairman Pro Tem Johnson noted it was listed on the drawing as 25'.

Commissioner Zangara moved, seconded by Commissioner Dorband to recommend approval of Docket 2016-14A, amending Title 19, Zoning Code, to read as follows:

1. Amend Section 19.01.010, Definitions, to insert the following:

   **Concrete / Asphalt Plant**
   A facility for the mixing and crushing and the storage and transporting of raw or recycled aggregate, along with concrete, and liquid asphalt to make Asphalt Cement Concrete (A.C.C.) or concrete for the purpose of sale.

2. Amend Appendix A: Use Table, as follows:

…

***Industrial Districts – Permitted and Special Uses (cont).***

| P=Permitted Use, S=Special Use Permit, Blank=Not Allowed | | | | |
|---|---|---|---|---|
| | **I-1 Light Industrial and Office District** | **I-2 Limited Industrial District** | **I-3 General Industrial District** | **I-4 Heavy Industrial District** |
| **Industrial Uses** | | | | |
| … | | | | |
| *Asphalt/Concrete Plant* | | | | S |

…

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Johnson, Powers, Zangara
NAYS: None
ABSENT: Commissioners Issakoo and Ruffatto
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

Commissioner Zangara moved, seconded by Commissioner Dorband to recommend approval of Docket No. 2016-14B, granting a Rezoning from I-2 Limited Industrial District to I-4 Heavy Industrial District, as illustrated on the staff exhibit "Existing vs. Proposed Zoning" dated September 15, 2016, 571-581 Wheeling Road, Wheeling, Illinois.

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Johnson, Powers, Zangara
NAYS: None
ABSENT: Commissioners Issakoo and Ruffatto
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

Commissioner Powers moved, seconded by Commissioner Zangara to recommend approval of Docket No. 2016-14C Special Use and associated Site Plan Approval as required under Chapter 19-07 Industrial Districts, Section 19.07.050 I-4 Heavy Industrial District and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, to permit an asphalt/concrete plant at 571-581 Wheeling Road, Illinois, in accordance with the following plans and documents submitted August 11, 2016 (except as noted):

- Response Letter

- Project Description Letter
- Site Plan (9.21.2016)
- Landscape Plan (9.21.2016)
- Photometric Plan (9.01.2016)
- Elevation Plan (Asphalt Plant) (8.31.2016)
- Lab and Control Building Elevation Plans (8.31.2016)
- Lab and Control Building Floor Plan (9.01.2016)
- Office Building Floor Plan (9.01.2016)
- Preliminary Engineering Plans
- Perspective View
- Plats of survey
- Traffic Study
- Environmental Study
- Acoustical Study
- 3 Truck Turning Radius Exhibits of the Traffic Study (9.21.2016)

And with the following conditions:

1. That a total of eight silos are permitted in the location shown on the site plan,
2. That prior to permit approval, a plat of vacation shall be executed for the Village right-of-way (Commercial Drive),
3. Prior to Board consideration, the petitioner shall make a formal request to the Village Board for the offsite compensatory storage request for use of storage credits in Heritage Lake,
4. All trees shall be at least 3" caliper, and
5. Fuel storage shall be underground.

On the roll call, the vote was as follows:

| | |
|---|---|
| AYES: | Commissioners Blinova, Dorband, Johnson, Powers, Zangara |
| NAYS: | None |
| ABSENT: | Commissioners Issakoo and Ruffatto |
| PRESENT: | None |
| ABSTAIN: | None |

There being five affirmative votes, the motion was approved.

Commissioner Powers moved, seconded by Commissioner Dorband to recommend approval of Docket No. 2016-14D granting zoning variations from Title 19, Zoning, of the Wheeling Municipal Code:

Chapter 19-07, Industrial Districts, Section 19.07.050, I-4 Heavy Industrial District

1. Subsection D3, reducing the minimum required green space from 25% to 13%.
2. Subsection F, increasing the maximum permitted height of an accessory structure from 20-feet to 74-feet.

Chapter 19-10, Use Regulations, Section 19.10.070, Accessory Uses, Buildings and Structures, Section B Fences and Screen, Subsection 7c Required fences and screening for outdoor storage, increasing the maximum permitted height from 8-feet to 12-feet.

As shown on the following plans:

- Site Plan, and
- Elevation Plan (Asphalt Plant).

On the roll call, the vote was as follows:

| | |
|---|---|
| AYES: | Commissioners Blinova, Dorband, Johnson, Powers, Zangara |
| NAYS: | None |
| ABSENT: | Commissioners Issakoo and Ruffatto |
| PRESENT: | None |
| ABSTAIN: | None |

There being five affirmative votes, the motion was approved.

Commissioner Dorband moved, seconded by Commissioner Zangara to close Docket No. 2016-14. The motion was approved by a voice vote.

Respectfully submitted,

_____

Don Johnson, Chairman Pro Tem
Wheeling Plan Commission/
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 10.21.2016**
**FOR APPROVAL ON 10.27.2016**

# Builders Asphalt – 571-581 Wheeling Road

**Docket Nos. 2016-14 A,B,C&D (Text Amendments, Rezoning from I-2 to I-4, Special Use Approval of an Asphalt Plan & Zoning Variations )**

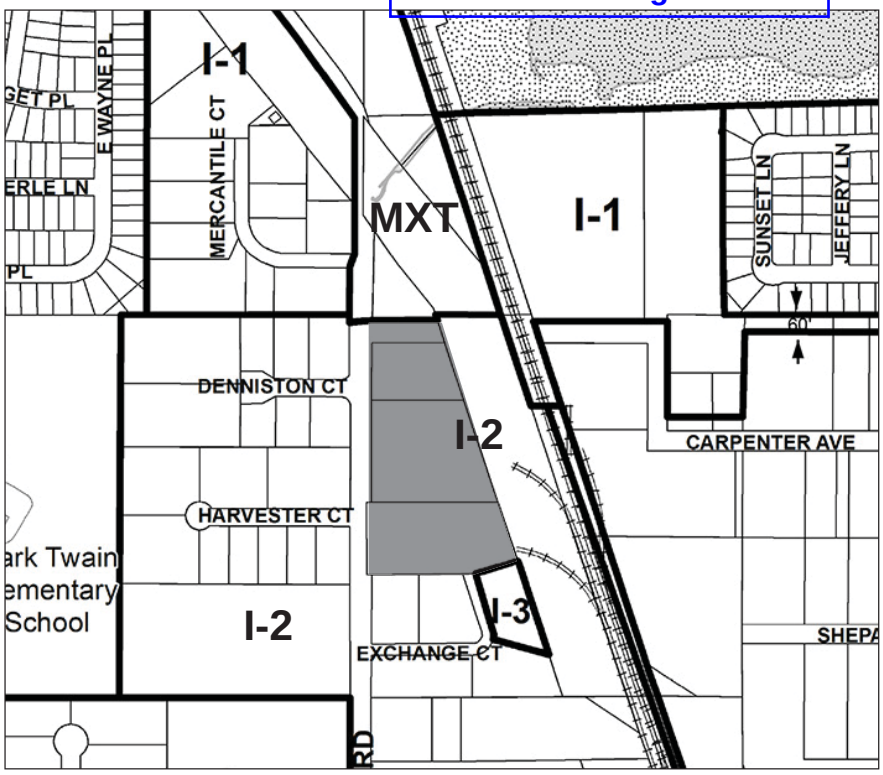
Plan Commission Meeting – September 22, 2016

Village Board – October 17, 2016

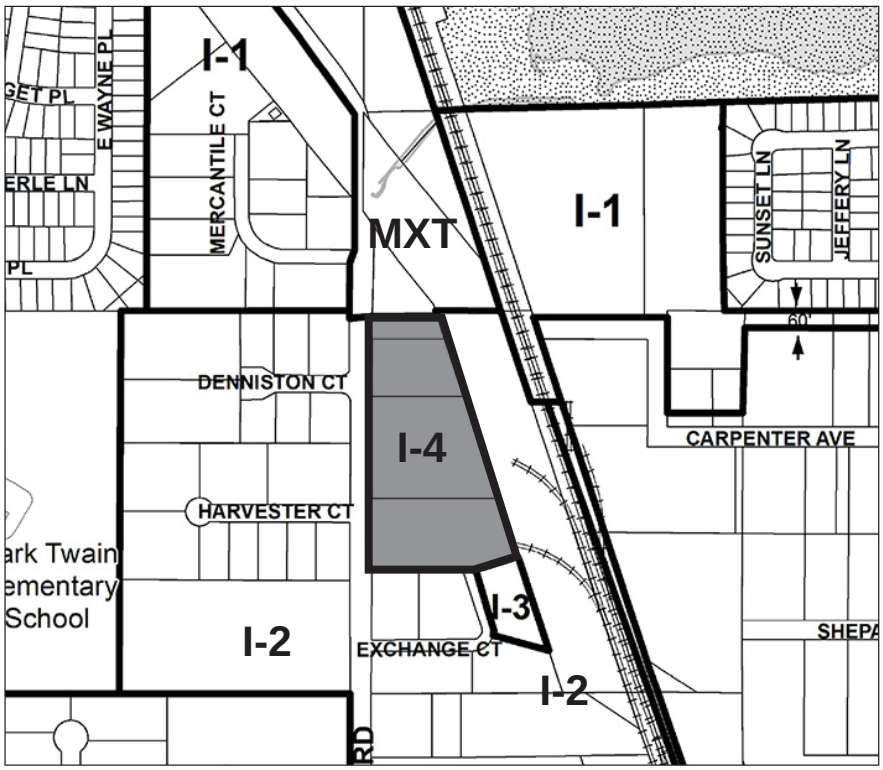
**Existing conditions of subject property – aerial view**

Return to Agenda

Return to Agenda




EXISTING ZONING (I-2)




PROPOSED ZONING
(REZONE I-1 PORTION TO I-2 )

BUILDERS ASPHALT
REZONING FROM I-2 TO I-4
STAFF EXHIBIT - SEPTEMBER 15, 2016

EXISTING AND PROPOSED ZONING
551-581 S. WHEELING RD.
DOCKET NO. 2016-14A

Return to Agenda


# Pal Group, Inc.

321 Center Street, Hillside, IL 60162

Tel: (708) 544-9440 Email: twinter@orangecrushllc.com


**Via: Electronic Mail**

September 21, 2016

Village of Wheeling
Attn: Brooke Jones
2 Community Blvd.
Wheeling, IL 60090

RE: Docket No. 2016-14 A, B, C & D
Asphalt Plant Equipment Upgrade and Relocation
571 S. Wheeling Road

Dear Ms. Jones,

After we reviewed the Staff Project Review memo for our asphalt plant equipment upgrade and relocation we are submitting the following items for your review.

- Revised truck turning exhibit that are consistent with the site plan.
- Revised site plan and landscape plan specify an 8' high board on board wood fence along Wheeling Road and the north property line.

We reviewed the Fire Department memo dated September 15, 2016 and offer the following response to comment 2 – 6 as requested.

*Comment:*
*2. Overhead obstruction along the fire apparatus access route shall not hang over the roadway in a manner that hinders Fire Department access. A minimum of 13'6" overhead clearance shall be provided over the fire apparatus access roads.*

Response:
All access roads shall a minimum of 13' 6" overhead clearance for fire department access, this will be verified when final construction plans are prepared

*Comment:*
*3. A clear space of at least 4-feet shall be maintained around the circumference of any fire hydrant. This includes light fixtures, transformers, and landscaping.*

Response:
When final construction documents are prepared we will confirm there is a clear space of 4-feet around all fire hydrants.

Exhibit received 9.21.2016

Return to Agenda


# Pal Group, Inc.

321 Center Street, Hillside, IL 60162

Tel: (708) 544-9440 Email: twinter@orangecrushllc.com


*Comment:*
*4. Other site landscaping feature shall not impede access to fire protection equipment, i.e. Fire Department Connection (FDC).*

Response:
At time of final permit, we will confirm there is no landscaping around the fire department connection.

*Comment:*
*5. All fire access drives shall be a minimum of 20'.*

Response:
All fire access drives are shown on the site plan are a minimum of 20'.

*Comment:*
*6. The roadway over the underground detention vault shall be capable of supporting fire apparatus with gross vehicle weight of 86,000 pounds.*

Response:
Our engineer stated the underground detention will support 86,000 pounds with 2' of cover over the underground storage facility. This will be verified at time of final engineering plans.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

Tim Winter

Return to Agenda


# Pal Group, Inc.

321 Center Street, Hillside, IL 60162

Tel: (708) 544-9440 Email: twinter@orangecrushllc.com


**Via: Electronic Mail**

August 11, 2016

Andrew C. Jennings, AICP
Community Development Director
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

RE: Proposed Asphalt Plant Equipment Upgrade and Relocation
571 & 581 S. Wheeling Road
Wheeling Road

Dear Mr. Jennings,

We are submitting the following items for you review on the Proposed Asphalt Plant Equipment Upgrade and Relocation to have a plan commission and public hearing meeting on September 8, 2016.

- Site Plan prepared by Rolf C. Campbell & Associates dated August 11, 2016
- Landscape Plan prepared by Rolf C. Campbell & Associates dated August 11, 2016
- Traffic Study prepared by Sam Schwartz Engineering, D.P.C. dated August 10, 2016
- Acoustical Study prepared by Shiner & Associates, Inc. dated August 9, 2016
- Environmental Study prepared by Green Toxicology, LLC dated August 2, 2016
- Preliminary Engineering prepared by Mackie Consultants, LLC dated August 11, 2016
- Application A1 Cover Sheet & Contact Information
- Application A2 Plan Submittal
- Application A3 Special Use Standards
- Application 4 Zoning Variations Standards
- Application A5 Rezoning and Zoning Code Text Amendments
- Application PH Actions Requiring Public Hearing
- Meeting minutes from Neighborhood meeting on May 31, 2016
- Project description letter dated August 10, 2016
- Perspective View of Asphalt Plant from Northgate Parkway prepared by Rolf C. Campbell & Associates dated August 9, 2016
- ALTA / ACSM Land Title Survey prepared by Chicago Land Survey Company for 571 S. Wheeling Road dated December 1, 2015.
- ALTA / ACSM Land Title Survey prepared by Land Divisions, Inc. for 581 S. Wheeling Road dated June 17, 2016.

At the Plan Commission Workshop Session on June 9, 2016 we were provided 12 recommendations, below is a response to those recommendations.

Exhibit received August 11, 2016

Return to Agenda

# Pal Group, Inc.

321 Center Street, Hillside, IL 60162
Tel: (708) 544-9440 Email: twinter@orangecrushllc.com

1) **The trees along Wheeling Road should be greater than 3" caliper to provide greater screening immediately.**
As shown on the Landscape all tree installed along Wheeling Road are specified to be greater than 3" caliper.

2) **Provide neighborhood meeting minutes.**
As part of this submittal we are providing the minutes from the neighborhood meeting on May 31, 2016.

3) **Provide screening along the east side.**
The east side of the property has a minimum of 6' greenspace which will be planted with Dark Green Arborvitae.

4) **Provide truck stacking plan**
The traffic study shows the truck stacking plan.

5) **Consider closing one access drive to achieve more greenspace.**
As shown on the Site Plan we have eliminated two of the existing driveway off Wheeling Road.

6) **Address air quality issues, storm water quality and noise issues.**
We have submitted a report from Green Toxicology, LLC to address the air quality and Shiner Associates, Inc. to address the noise issue.

7) **Address the silo height and placement**
The size of the silos has been reduced from 300 ton to 250 ton, this lowered the height to 74' which is only a couple feet taller than existing asphalt plant silo height.

8) **Address access to the ComEd ROW**
We have decided not to pursue the ComEd property

9) **Property beautification / screening is encouraged.**
The landscape plan which shows substantial landscaping and screening around the entire property.

10) **Clarify timing of operations.**
The hours of operation will be from 6:00 A.M. to 6:00 P.M. Monday through Saturday. The plant typically is open from April to December depending on the weather. This is the same operation hours at the existing plant.

11) **List fence height variation on list of requested variations.**

Return to Agenda


# Pal Group, Inc.

321 Center Street, Hillside, IL 60162

Tel: (708) 544-9440 Email: twinter@orangecrushllc.com


Along Wheeling Road, we will have a 10' chain link fence with gray slats, on the south side will be a 6' fence, along the east side will be concrete block 12' high and north side of the property will be a 8' fence.

**12) Address height of the piles**

The aggregate piles will not exceed 12' in height.

We would like to set up a meeting at your earliest convenience to review the submittal and further discuss the text amendment and variances.

Please confirm we will be on the September 8, 2016 plan commission meeting for we can send out notification by August 24th. If there is any additional information required or any questions, please do not hesitate to give me a call.

Sincerely,

**Pal Group, Inc.**

Tim Winter

Return to Agenda


# Pal Group, Inc.

321 Center Street, Hillside, IL 60162

Tel: (708) 544-9440 Email: twinter@orangecrushllc.com


**Via: Electronic Mail**

August 10, 2016

Village of Wheeling
Community Development Department
Attn: Andrew Jennings, AICP
2 Community Boulevard
Wheeling, IL 60090

RE: Project Description Letter
571 & 581 S. Wheeling Road
Wheeling, IL

Dear Mr. Jennings,

Orange Crush, LLC currently operates the asphalt plant located at 231 S. Wheeling Road and has operated the plant since the Early 1990's. The plant has been in operation at this location since 1960's. For the past few years we have been in discussion with the Village of Wheeling to relocate our operations to help facilitate the Village with the redevelopment of the property around the Metra station.

Currently we own the property located at 571 S. Wheeling Road which is roughly 650' south of the current facility. Also we have an executed purchase and sales agreement with the owners at 581 S. Wheeling Road, which is directly to the south of 571 S. Wheeling Road, to purchase their property. Directly north of 571 S. Wheeling Road is village R.O.W. which is not being used for roadway and which we have discussed with the Village staff the possibility of acquiring the south half of the Village R.O.W.

This assemblage of property would double our size of the existing facility and would allow for a more efficient layout. It does not mean that the intensity of the facility will double. The additional land will help the facility be more energy, environmentally, and traffic efficient.

The current asphalt plant is 50 years old and does not meet the current demands or the requirements of Illinois Department of Transportation (IDOT). With the proposed relocation we would upgrade the equipment to meet current technology along with IDOT's current specification for asphalt production.

The current asphalt plant can only store two different asphalt products at any one time. If a different 'mix' of asphalt is required it has be made at time of pick up. The current production rate is limited to 200 tons per hour. The upgraded equipment would increase the production rate to 400 ton per hour which would reduce the number of hours the plant would have to operate.



Exhibit received August 11, 2016

Return to Agenda


# Pal Group, Inc.

321 Center Street, Hillside, IL 60162

Tel: (708) 544-9440 Email: twinter@orangecrushllc.com


As part the equipment upgrade we would increase the quantity and size of the silos from 2 – 200 ton silos to 8 – 250 ton silos. We would also increase the height of the silos from 65' to 74'. With the more efficient equipment and additional silos we would be able to make the daily orders in less time and store more products during the day. This would allow us to further reduce the time we are operating batch plant.

To go along with additional asphalt products that IDOT specifics we will need to have additional aggregates on property to meet IDOT's specifications. The need for additional types fo roadway aggregate is a further reason for the need to increase the total site area.

The remaining additional land is required for a road material recycler. Per IDOT specifications recycled asphalt is required to be used in all asphalt production. At the current location we have broken asphalt delivered from construction sites to the Wheeling facility. The broken asphalt then has to be hauled to a facility with an asphalt recycler. After processing the material is then hauled back to the Wheeling facility to be incorporated into the new asphalt mixes. Allowing for the asphalt recylcling facility to be located on the new enlarged site with having the recycler at the proposed facility we will eliminate the double truck traffic required for hauling material in and off the facility. The recycler will also recycle concrete from road material to aggregate for the road base, all recycle material will meet the requirements of the IDOT. Since the upgraded asphalt plant will meet IDOT's requirements we will have lab on site in order to test the material verifying it does meets IDOT's specification.

While this is considered relocation of our existing facility, in proposing this program we are upgrading the equipment we use, making the overall site more efficient, and reducing truck traffic on the surrounding road network. We will still be able to supply our customers in and around Wheeling.

Thank you for your consideration of the equipment upgrade and relocation of the asphalt plant at 231 S. Wheeling Road to 571 S. Wheeling Road.

Sincerely,
**Pal Group, Inc.**

Tim Winter

Return to Agenda

# MEETING MINUTES

**SUBJECT:** PROPOSED ASPAHLT NEIGHBORHOOD MEETING

**DATE:** MAY 31, 2016

On May 31, 2016 Pal Group, Inc. and Builders Asphalt, LLC held a neighborhood open house at the Wheeling Park District Community Recreation Center for future neighbors understand our equipment upgrade and relocation.

On May 24, 2016 a memo was sent to all property owners on the east and west side of Wheeling Road including cul-de-sac's north of Hintz Road and south of our existing plant informing them of this meeting, two business showed up.

Below are the names of the businesses and their concerns

**Public Electric Construction Company**
**415 Harvester Court**
**Wheeling, IL 60090**

1) Concerned on how the relocation of the asphalt plant will affect his property value.
2) Has an employee who said they will quit if the asphalt plant is relocated because of the contamination.
3) He questioned how the upgraded equipment would reduce the truck traffic
4) He asked how the road material recycler operates.

**Jelco, Inc.**
**450 Wheeling Road**
**Wheeling, IL 60090**

1) Had a concern the relocated plant would increase the truck traffic across their building
2) Had a concern with the noise that will be added due to the relocated plant.
3) Had concern about dust the asphalt plant will create.
4) They asked about the screening along Wheeling Road, will the existing parkway trees remain.

Exhibit received August 11, 2016

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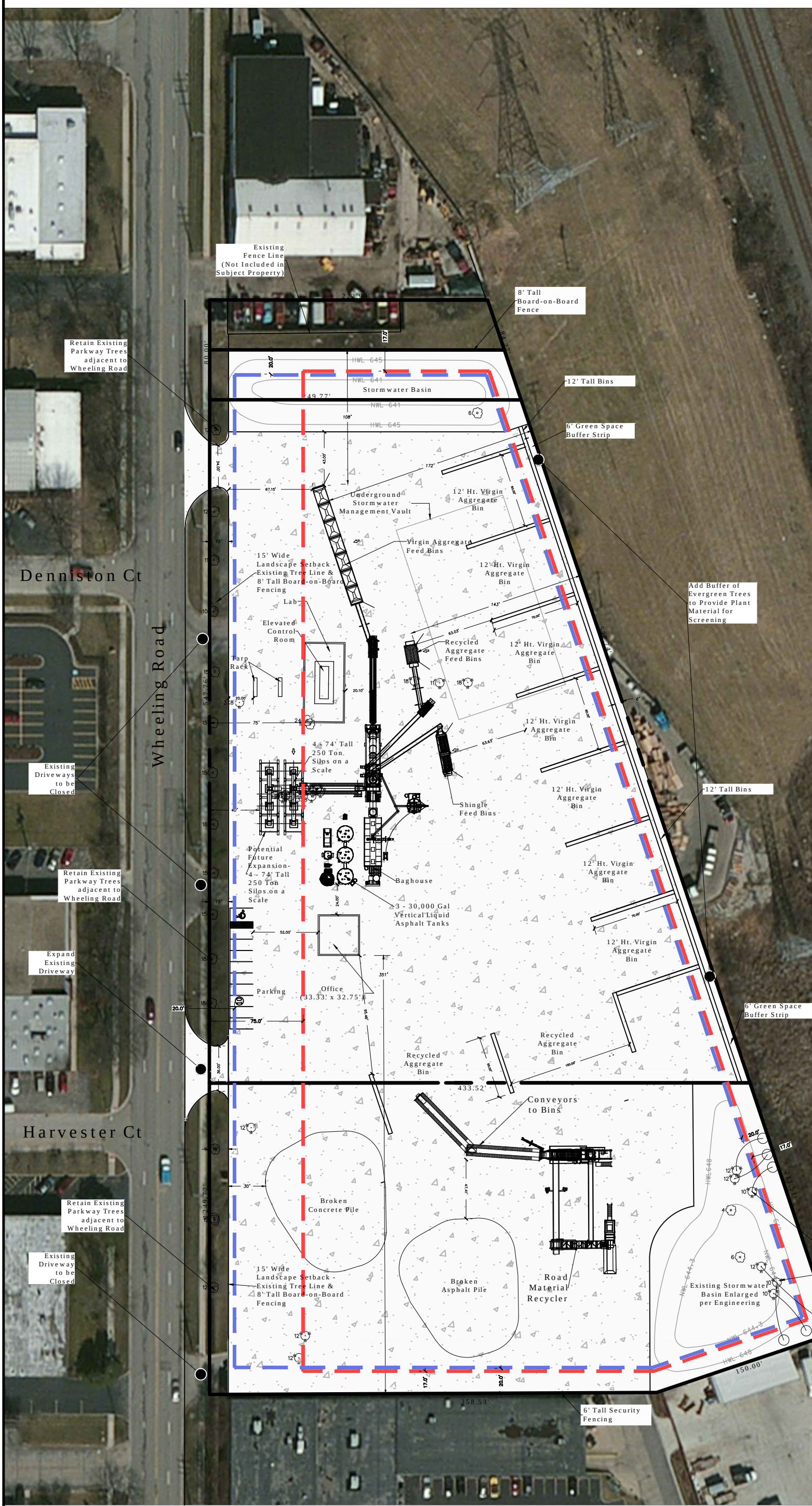
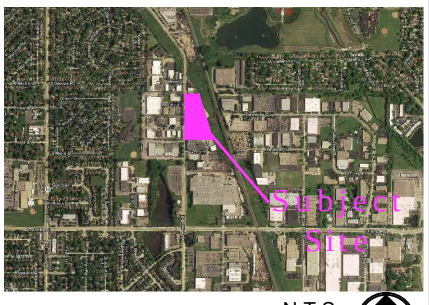



## Location Map




N.T.S.

NORTH

**Subject Site Proposed Zoning:**
I-3 Limited Industrial
Lot Area: 7.27 Acres

**Principal Structure Site Data:**
(Controlling Building Code Standards)

| Category | Proposed | I-4 Standard |
|---|---|---|
| Min. West Front Yard Setback (Wheeling Road Secondary Street) | 75' | 75' |
| Min. East Rear Yard Setback | 190' | 17' |
| Min. North Side Yard Setback | 231' | 17' |
| Min. South Side Yard Setback | 538' | 17' |
| Max. Lot Coverage | 5.0% | 50% |
| Min. Green Space | 13.7% | 25% |
| Max. Building Height | 24' | 40' |

**Accessory Structure Site Data:**

| Category | Proposed | I-4 Standard |
|---|---|---|
| Min. West Street Yard Setback | 30' | 20' |
| Min. East Rear Yard Setback | 143' | 20' |
| Min. North Side Yard Setback | 108' | 20' |
| Min. South Side Yard Setback | 351' | 20' |
| Min. Parking Setback, West | 15' | 10' |
| Min. Parking Setback, East | 345' | 10' |
| Min. Parking Setback, North | 483' | 10' |
| Min. Parking Setback, South | 292' | 10' |
| Max. Building Height | 74' | 20' |

**Required Parking:**

Total Vehicle Parking Spaces: 10
(Max. 10 Employees On Site)
Total Accessible Parking Spaces: 1

Scale: 1"=80'
0 40' 80'

NORTH

# Site Plan

## Proposed Asphalt Plant
571 Wheeling Road
Wheeling, IL


Pace Group, Inc.
321 Center Street
Hinsdale, IL 60162
Tel (708) 544-9440 Fax (708) 544-0230

ROLF C. CAMPBELL & ASSOCIATES
A MANHARD CONSULTING DIVISION
910 Woodlands Parkway
Vernon Hills, Illinois 60061
(847) 735-1000 Fax (847) 735-1010
www.rcai.com


Date: 08/10/16

| Revised per Client Comments | 09/21/16 |
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Sheet 1 of 1

PALWHIL01

**LEGEND**

- Setbacks for I-4 Zoning for Principal Structures
- Setbacks for I-4 Zoning for Accessory Structures

Exhibit received 9.21.2016

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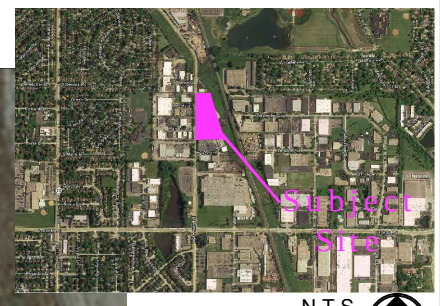


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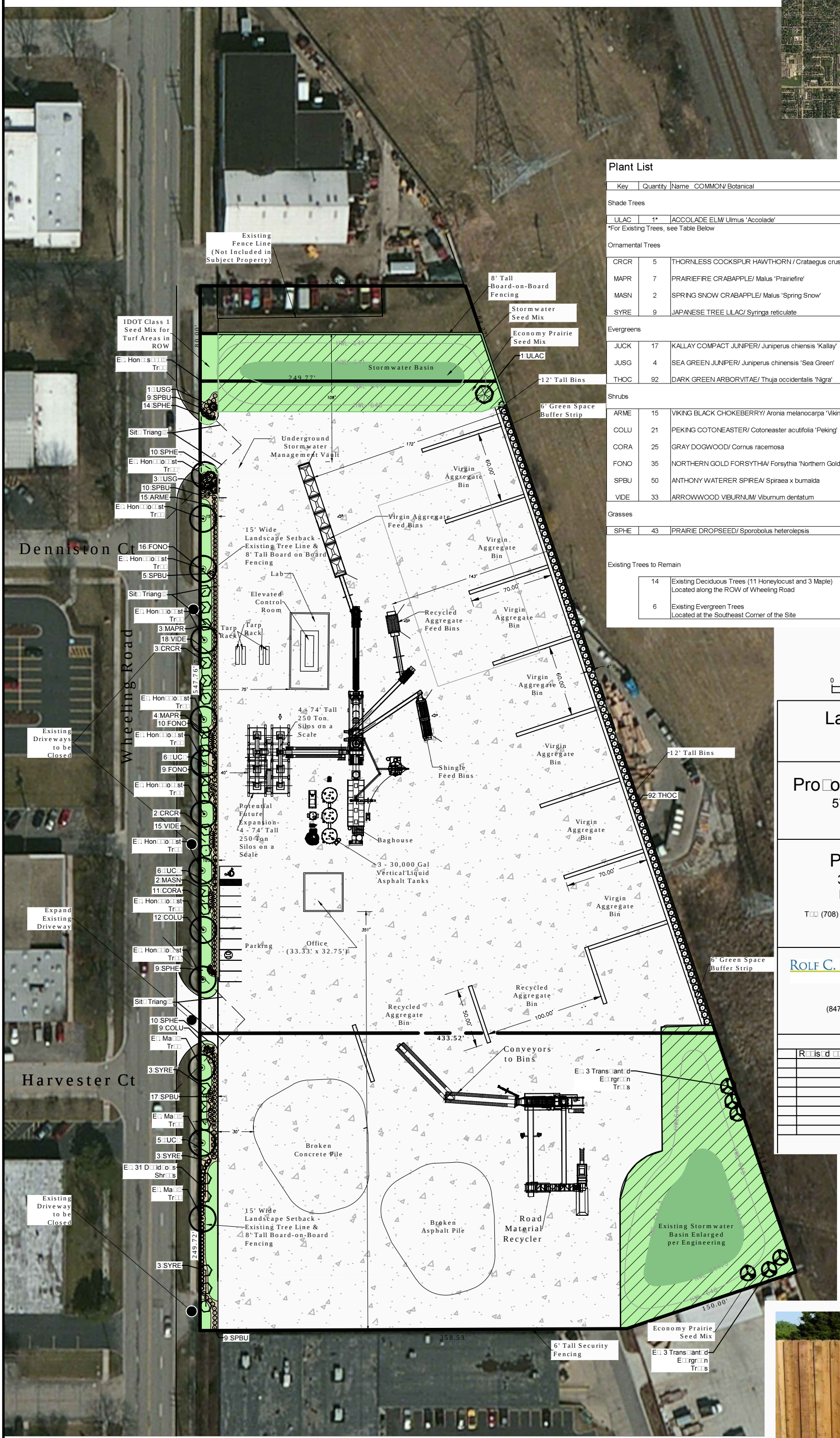


## Plant List

| Key | Quantity | Name COMMON/ Botanical | Size | Comments |
|---|---|---|---|---|
| Shade Trees | | | | |
| ULAC | 1* | ACCOLADE ELM/ Ulmus 'Accolade' | 3" BB | |
| *For Existing Trees, see Table Below | | | | |
| Ornamental Trees | | | | |
| CRCR | 5 | THORNLESS COCKSPUR HAWTHORN / Crataegus crus-galli | 2"-3" BB | 2"-3" Mix Subject to Availability |
| MAPR | 7 | PRAIRIEFIRE CRABAPPLE/ Malus 'Prairiefire' | 2"-3" BB | 2"-3" Mix Subject to Availability |
| MASN | 2 | SPRING SNOW CRABAPPLE/ Malus 'Spring Snow' | 2"-3" BB | 2"-3" Mix Subject to Availability |
| SYRE | 9 | JAPANESE TREE LILAC/ Syringa reticulate | 2"-3" BB | 2"-3" Mix Subject to Availability |
| Evergreens | | | | |
| JUCK | 17 | KALLAY COMPACT JUNIPER/ Juniperus chiensis 'Kallay' | 24" | Planted 5'-0" on center |
| JUSG | 4 | SEA GREEN JUNIPER/ Juniperus chinensis 'Sea Green' | 36" | Planted 5'-0" on center |
| THOC | 92 | DARK GREEN ARBORVITAE/ Thuja occidentalis 'Nigra' | 6' | Planted 6'-0" on center |
| Shrubs | | | | |
| ARME | 15 | VIKING BLACK CHOKEBERRY/ Aronia melanocarpa 'Viking' | 3' | Planted 4'-0" on center |
| COLU | 21 | PEKING COTONEASTER/ Cotoneaster acutifolia 'Peking' | 3' | Planted 4'-0" on center |
| CORA | 25 | GRAY DOGWOOD/ Cornus racemosa | 3' | Planted 4'-0" on center |
| FONO | 35 | NORTHERN GOLD FORSYTHIA/ Forsythia 'Northern Gold' | 3' | Planted 4'-0" on center |
| SPBU | 50 | ANTHONY WATERER SPIREA/ Spiraea x bumalda | 24" | Planted 4'-0" on center |
| VIDE | 33 | ARROWWOOD VIBURNUM/ Viburnum dentatum | 3' | Planted 4'-0" on center |
| Grasses | | | | |
| SPHE | 43 | PRAIRIE DROPSEED/ Sporobolus heterolepsis | #1 Container | Planted 2'-0" on center |

Existing Trees to Remain

| | |
|---|---|
| 14 | Existing Deciduous Trees (11 Honeylocust and 3 Maple) Located along the ROW of Wheeling Road |
| 6 | Existing Evergreen Trees Located at the Southeast Corner of the Site |

S□a□: 1"=80'

0 40' 80'

NORTH

# Lands□a□□ P□an

## Pro□os□d As□ha□t P□ant

571 Wh□□ing Road
Wh□□ing, IL

## Pa□ Gro□□, In□.

321 C□nt□r Str□□t
Hi□sid□, IL 60162

T□□ (708) 544□9440 Fa□ (708) 544□0230


ROLF C. CAMPBELL & ASSOCIATES
A MANHARD CONSULTING DIVISION

910 Wood□ands Par□□a□
V□rnon Hi□s, I□inois 60061
(847) 735□1000 Fa□ (847) 735□1010
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Dat□: 08□10□16

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Exhibit received 9.21.2016

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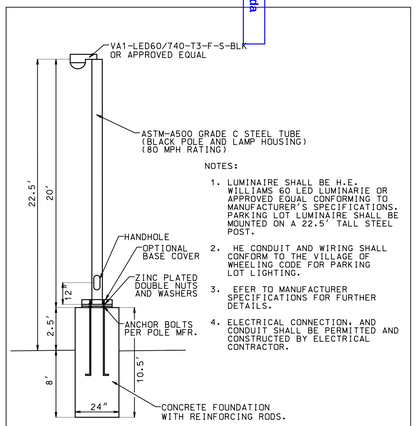



NOTES:

1. LUMINAIRE SHALL BE H.E. WILLIAMS 60 LED LUMINARIE OR APPROVED EQUAL CONFORMING TO MANUFACTURER'S SPECIFICATIONS. PARKING LOT LUMINAIRE SHALL BE MOUNTED ON A 22.5' TALL STEEL POST.
2. HE CONDUIT AND WIRING SHALL CONFORM TO THE VILLAGE OF WHEELING CODE FOR PARKING LOT LIGHTING.
3. EFER TO MANUFACTURER SPECIFICATIONS FOR FURTHER DETAILS.
4. ELECTRICAL CONNECTION, AND CONDUIT SHALL BE PERMITTED AND CONSTRUCTED BY ELECTRICAL CONTRACTOR.

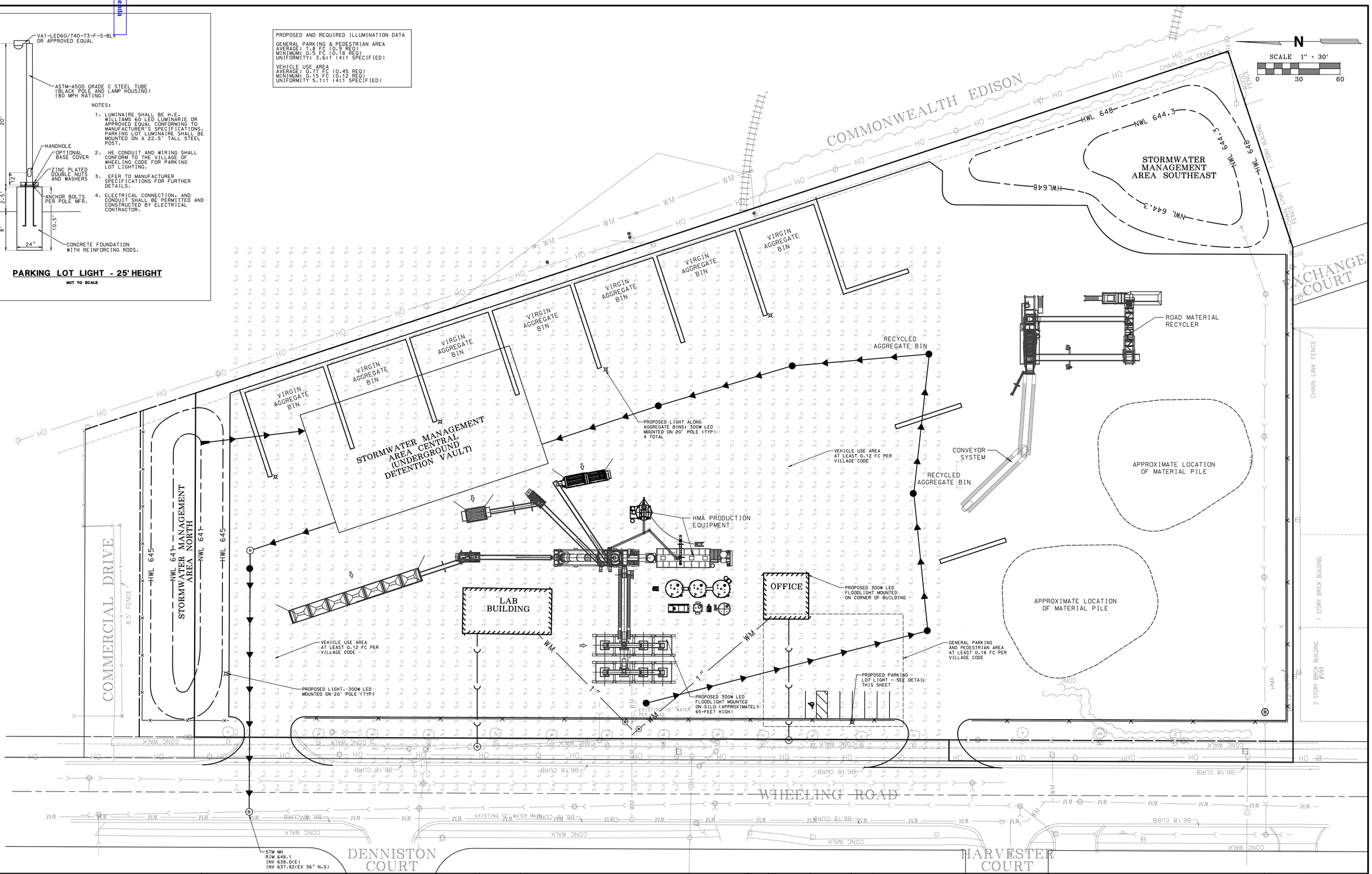
**PARKING LOT LIGHT - 25' HEIGHT**

NOT TO SCALE

PROPOSED AND REQUIRED ILLUMINATION DATA

GENERAL PARKING & PEDESTRIAN AREA
AVERAGE: 1.8 FC (0.9 REQ)
MINIMUM: 0.5 FC (0.18 REQ)
UNIFORMITY: 3.6:1 (4:1 SPECIFIED)

VEHICLE USE AREA
AVERAGE: 0.77 FC (0.45 REQ)
MINIMUM: 0.15 FC (0.12 REQ)
UNIFORMITY 5.1:1 (4:1 SPECIFIED)




**Mackie Consultants, LLC**
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com
MACKIE CONSULTANTS

CLIENT:

**571 WHEELING, LLC**
321 CENTER STREET
HILLSIDE, IL 60162
Exhibit received September 1, 2016

| DATE | DESCRIPTION OF REVISION | BY |
|---|---|---|
| 9-6-16 | UPDATED PER VILLAGE | KEH |

| | |
|---|---|
| DESIGNED | TKB |
| DRAWN | DWP |
| APPROVED | TKB |
| DATE | 8-16-16 |
| SCALE | 1" = 30' |

# UTILITY PLAN
# PROPOSED ASPHALT PLANT
# WHEELING, ILLINOIS

SHEET 3 OF 3

PROJECT NUMBER: 2820

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ILLINOIS FIRM LICENSE 184-002694

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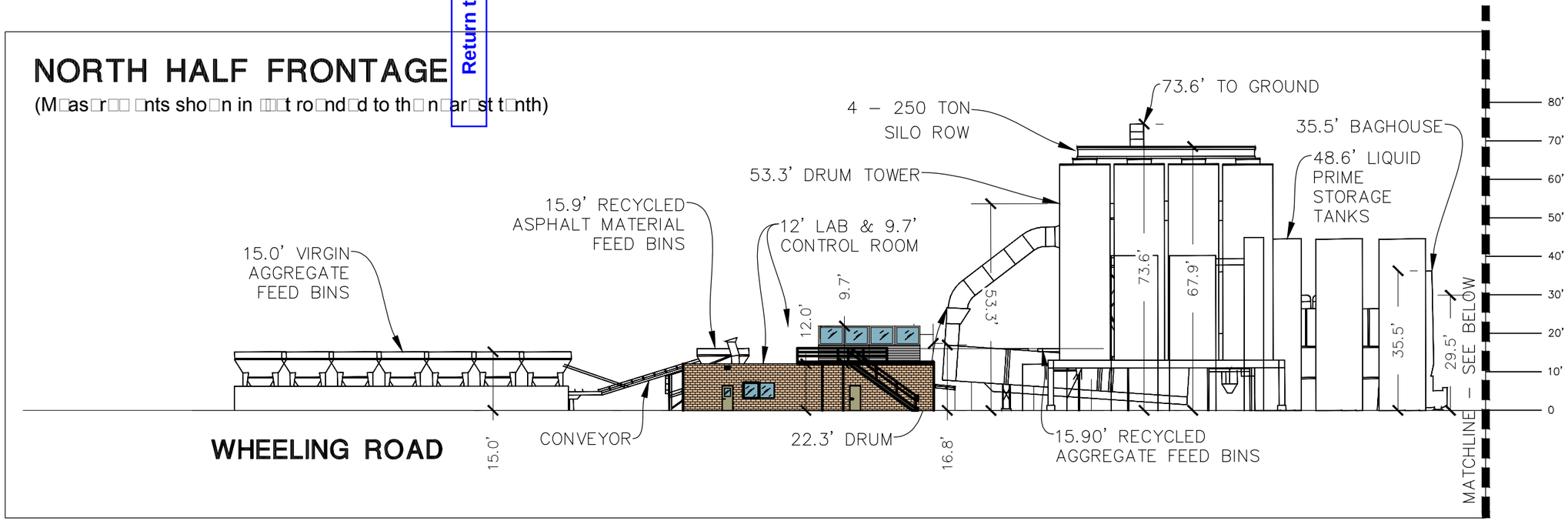


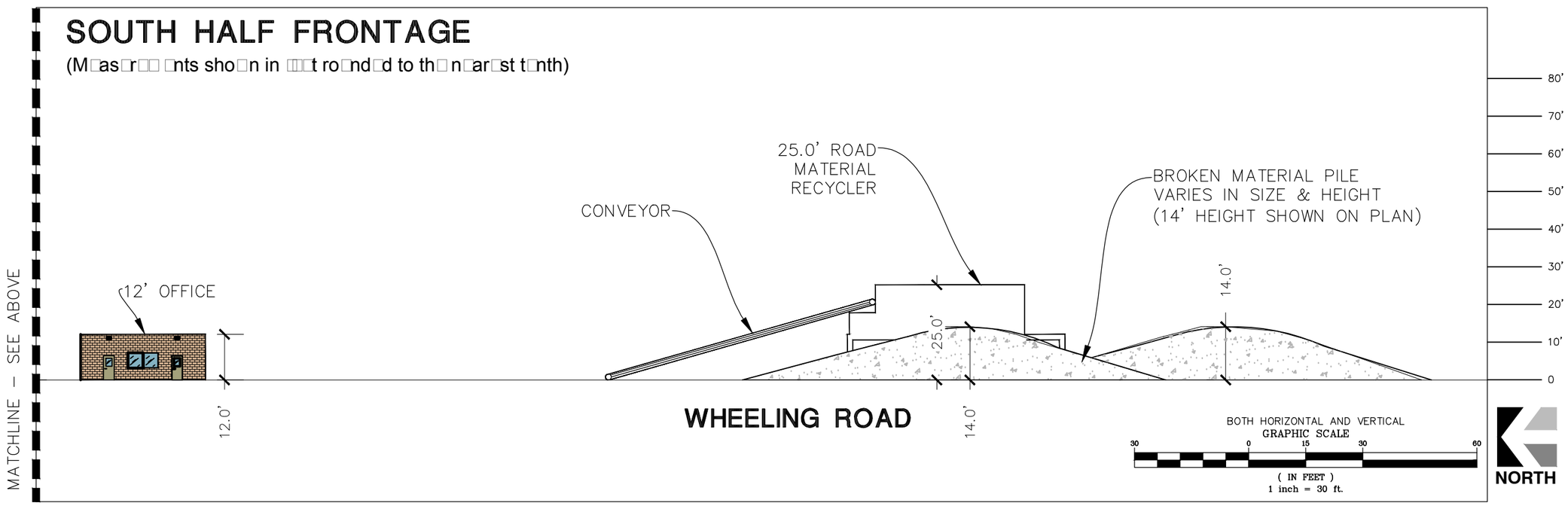


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| DATE | REVISIONS | DRAWN BY |
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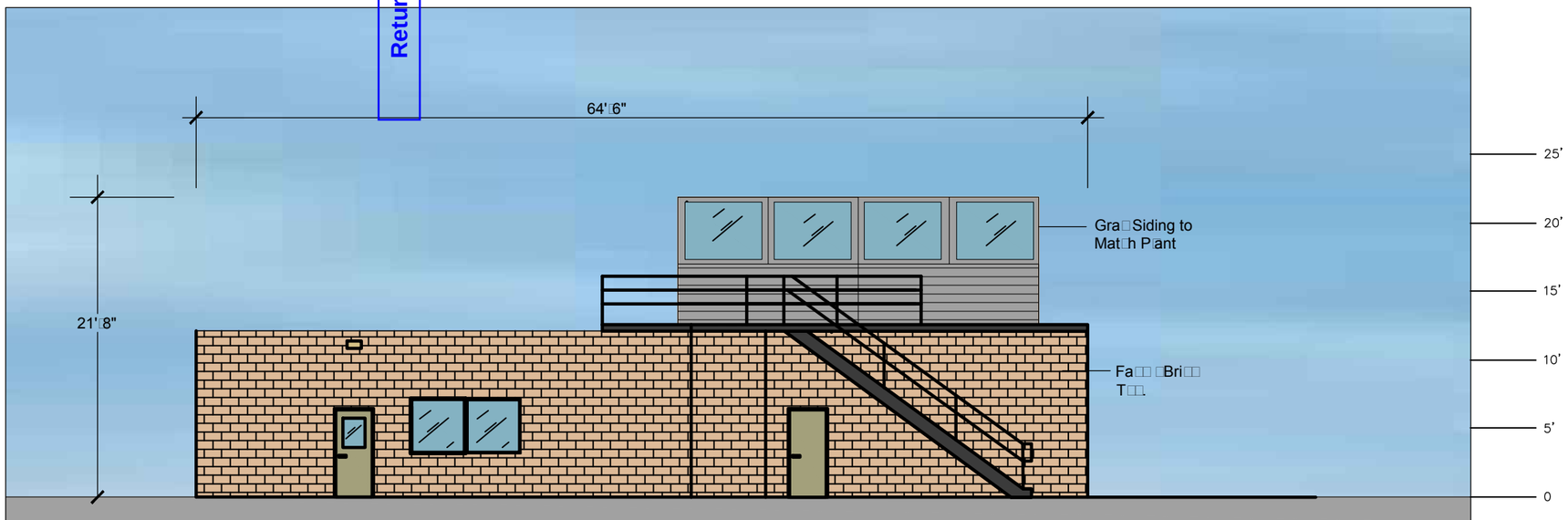
Exhibit received August 31, 2016

ROLF C. CAMPBELL & ASSOCIATES
A MANHARD CONSULTING DIVISION
910 Woodlands Parkway Vernon Hills, Illinois 60061
Ph: (847) 735-1000 Fax: (847) 735-1010 www.rccai.com

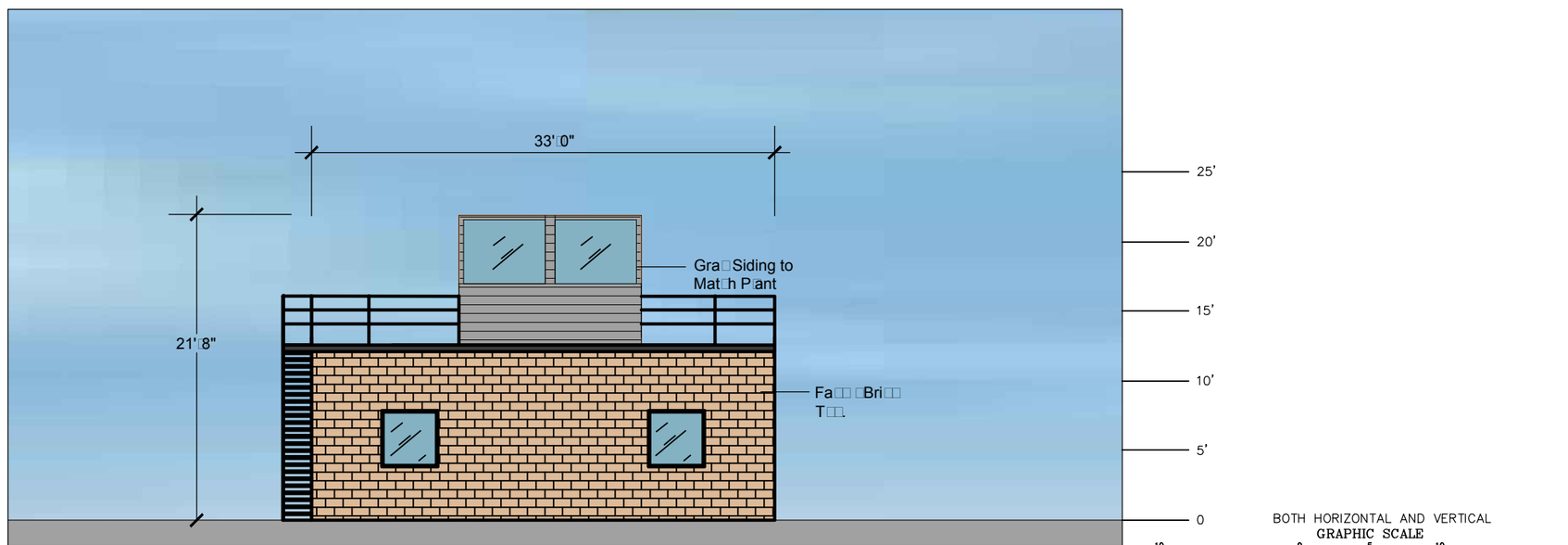
WHEELING ROAD ELEVATION (EASTWARD VIEW)
PROPOSED ASPHALT PLANT
PAL GROUP, INC.

| DRAWN BY: | DATE: | SCALE: | CODE: | PROJECT: |
|---|---|---|---|---|
| BD | 8/31/16 | 1":30' | PALWHIL01 | LP |

Return to Ag




WEST FACADE




SOUTH FACADE

BOTH HORIZONTAL AND VERTICAL
GRAPHIC SCALE

10 0 5 10 20

( IN FEET )
1 inch = 10 ft.
AT 11 x 17 SHEET SIZE

SHEET 1 of 2

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| DATE | REVISIONS | DRAWN BY |
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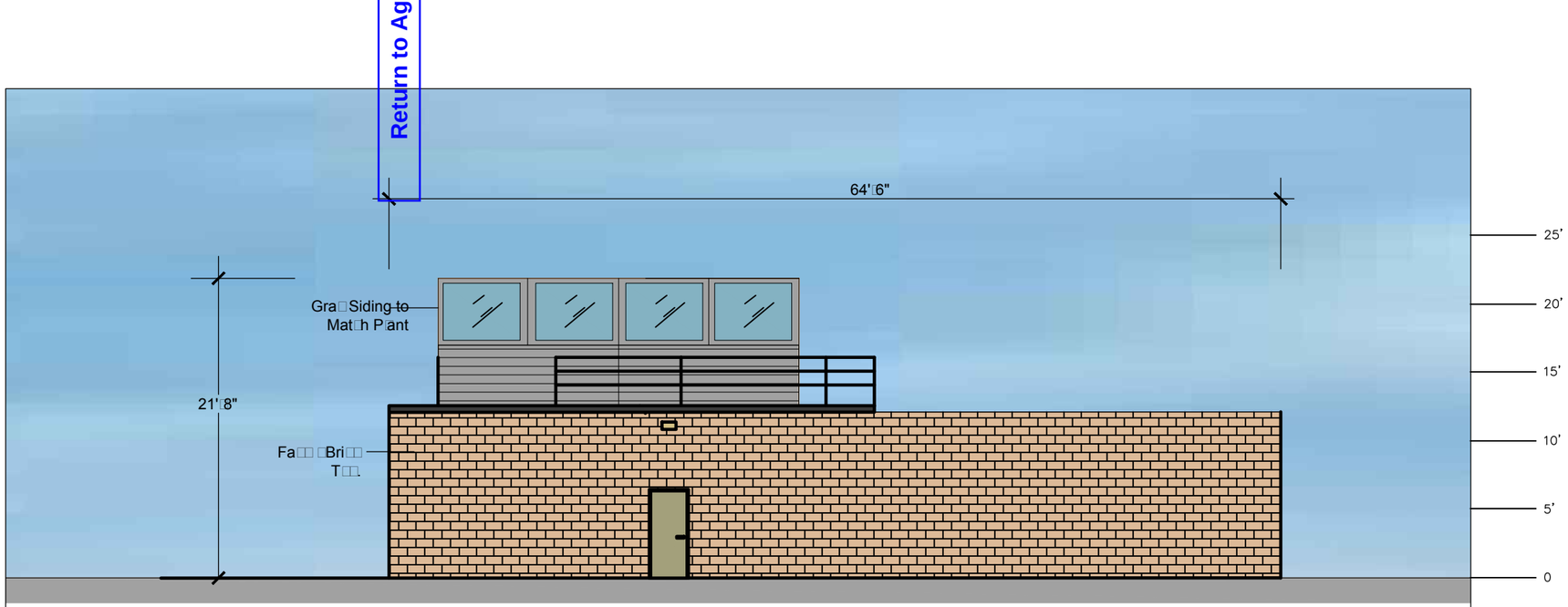
Exhibit received August 31, 2016

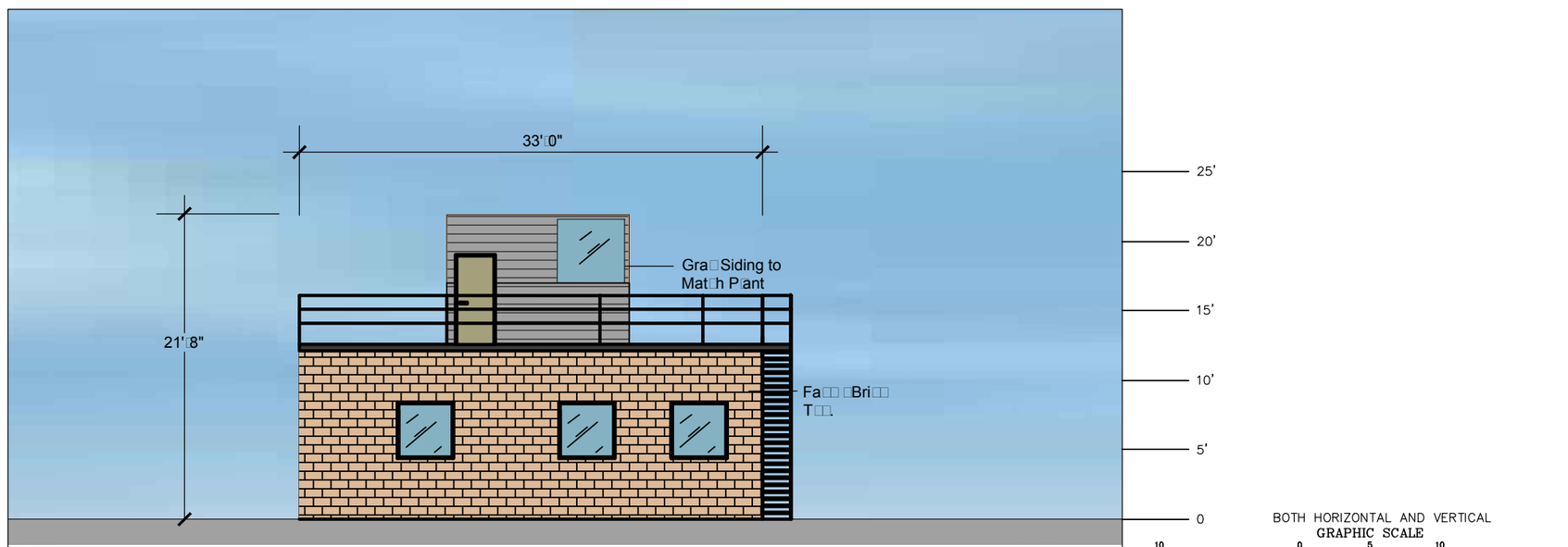
ROLF C. CAMPBELL & ASSOCIATES
A MANHARD CONSULTING DIVISION
910 Woodlands Parkway Vernon Hills, Illinois 60061
Ph: (847) 735-1000 Fax: (847) 735-1010 www.rccai.com

LAB AND CONTROL BUILDING ELEVATIONS
PROPOSED ASPHALT PLANT / WHEELING, ILLINOIS
PAL GROUP, INC.

| DRAWN BY: | DATE: | SCALE: | CODE: | PROJECT: |
|---|---|---|---|---|
| BD | 8/30/16 | 1":10' | PALWHIL01 | LP |




EAST FACADE




NORTH FACADE

BOTH HORIZONTAL AND VERTICAL
GRAPHIC SCALE
10 0 5 10 20
( IN FEET )
1 inch = 10 ft.
AT 11 x 17 SHEET SIZE

SHEET 2 of 2

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Exhibit received August 31, 2016

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A MANHARD CONSULTING DIVISION
910 Woodlands Parkway Vernon Hills, Illinois 60061
Ph: (847) 735-1000 Fax: (847) 735-1010 www.rccai.com

LAB AND CONTROL BUILDING ELEVATIONS
PROPOSED ASPHALT PLANT / WHEELING, ILLINOIS
PAL GROUP, INC.

| DRAWN BY: | DATE: | SCALE: | CODE: | PROJECT: |
|---|---|---|---|---|
| BD | 8/30/16 | 1":10' | PALWHIL01 | LP |

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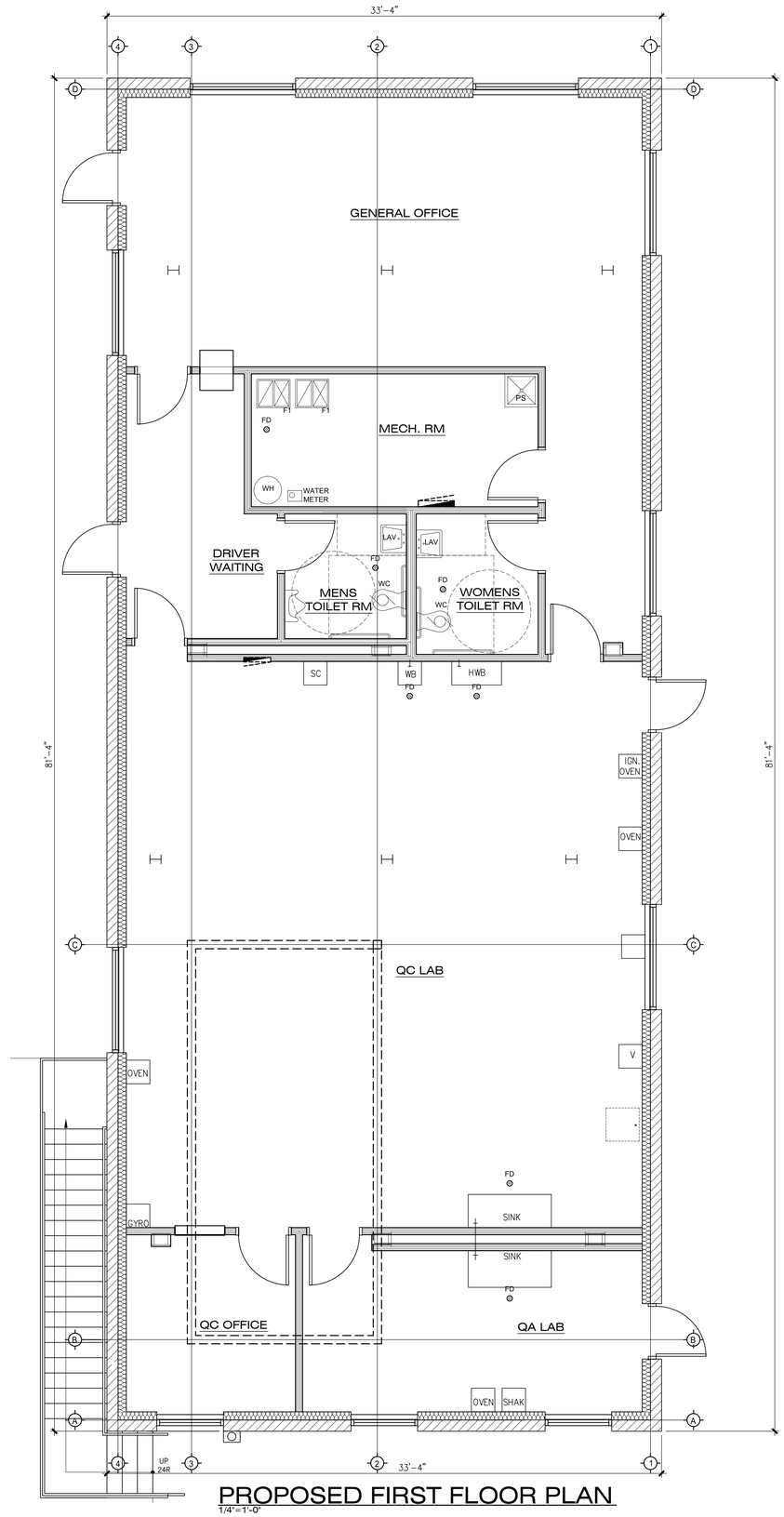


PROPOSED FIRST FLOOR PLAN
1/4"=1'-0"

Exhibit received September 1, 2016

| | |
|---|---|
| date | 9-1-16 |
| drawn by | |
| job no. | |
| revisions | |
| scale | |

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PROPOSED OFFICE BUILDING
581 S. WHEELING ROAD
WHEELING, ILLINOIS

R. VARI AND ASSOCIATES
708.354.4005 OFFICE CELL 312.735.0401
1420 Kensington Road Suite #106 Oak Brook, il. 60523

sheet A1

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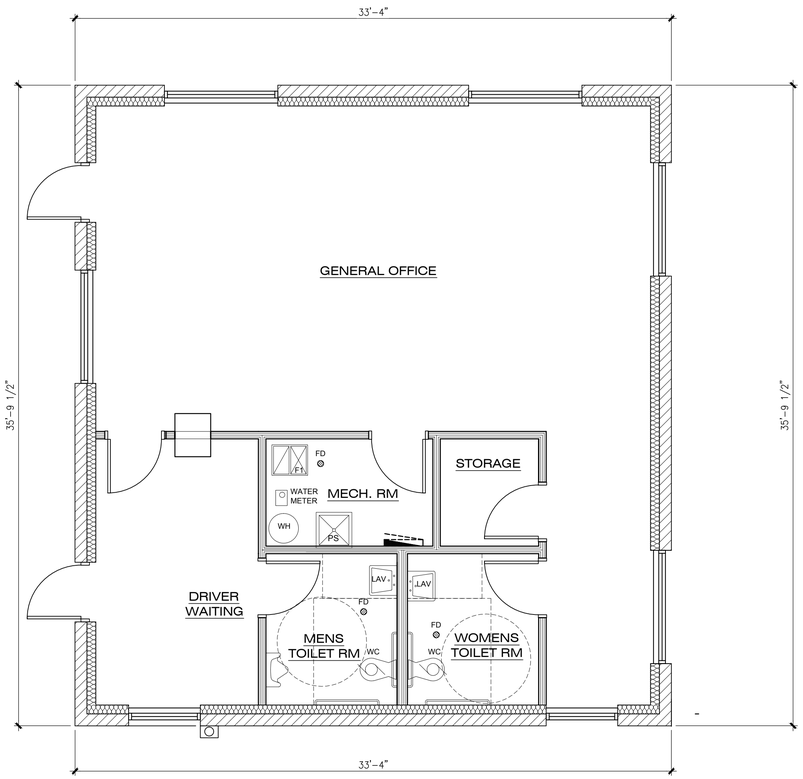


PROPOSED FIRST FLOOR PLAN

1/4"=1'-0"

| | |
|---|---|
| date | 9-1-16 |
| drawn by | |
| job no. | |
| revisions | |
| scale | |

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PROPOSED OFFICE BUILDING
581 S. WHEELING ROAD
WHEELING, ILLINOIS

R. VARI AND ASSOCIATES
708.354.4005 OFFICE CELL 312.735.0401
1420 Kensington Road Suite #106 Oak Brook, il. 60523

sheet A1

Exhibit received September 1, 2016

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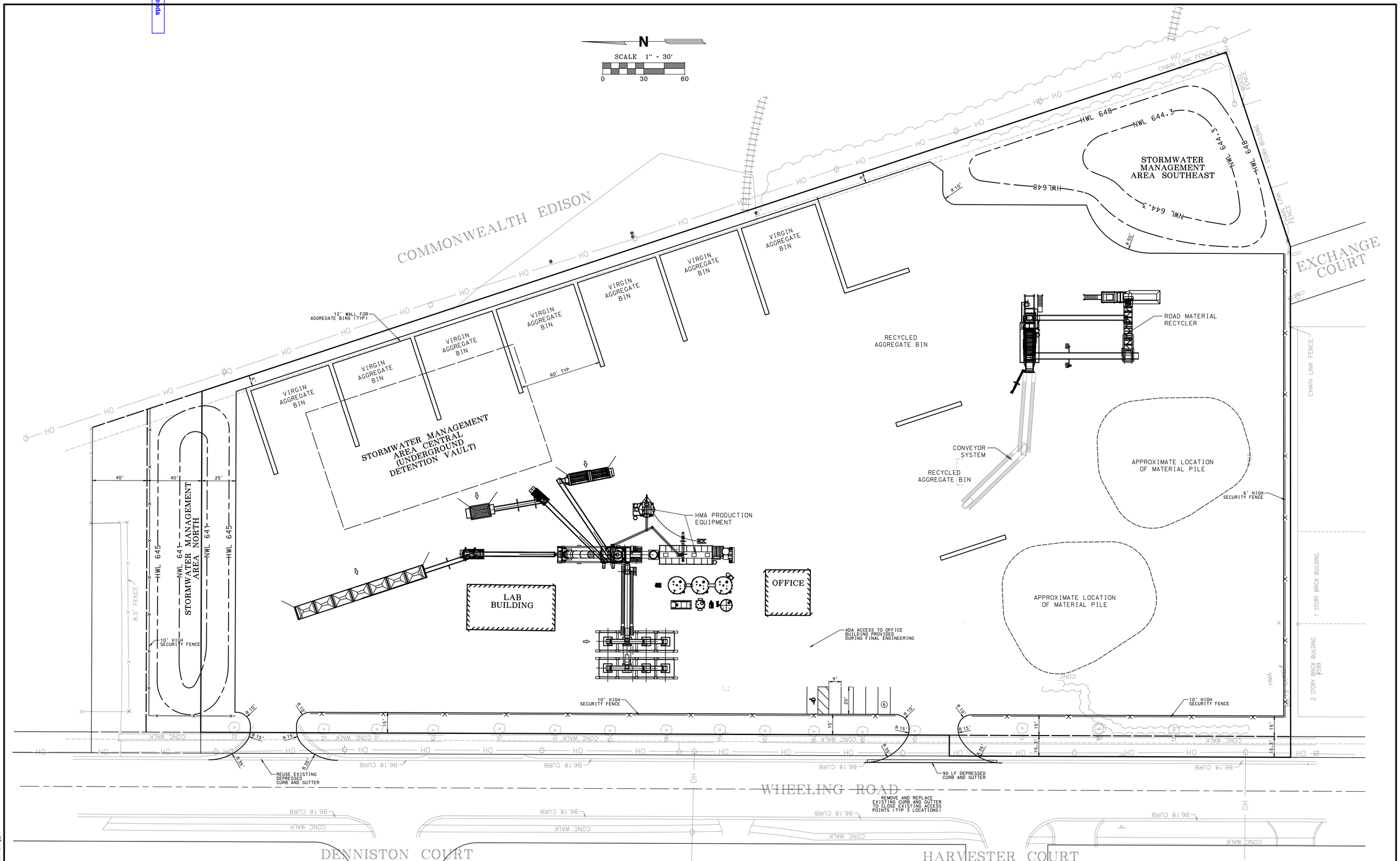


Exhibit received August 11, 2016

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**Mackie Consultants, LLC**
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com
MACKIE CONSULTANTS

CLIENT:

**571 WHEELING, LLC**
321 CENTER STREET
HILLSIDE, IL 60162

| DATE | DESCRIPTION OF REVISION | BY |
|---|---|---|

| | |
|---|---|
| DESIGNED | TKB |
| DRAWN | DWP |
| APPROVED | TKB |
| DATE | 08/11/2016 |
| SCALE | 1" = 30' |

# OVERALL SITE PLAN
# PROPOSED ASPHALT PLANT
# WHEELING, ILLINOIS

SHEET 1 OF 3

PROJECT NUMBER: 2820

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ILLINOIS FIRM LICENSE 184-002694

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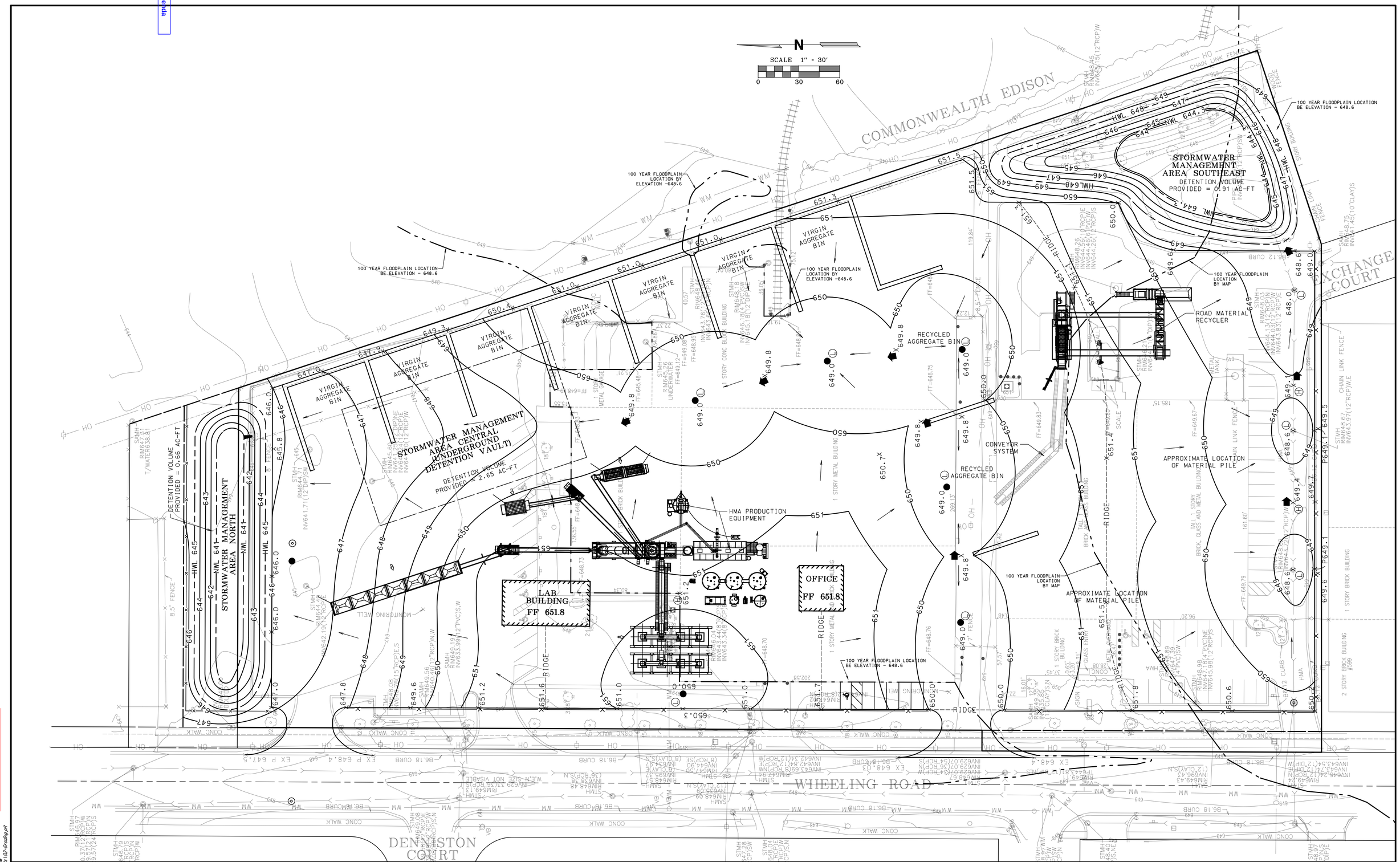


Exhibit received August 11, 2016

8/11/2016 9:22:08 AM
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**Mackie Consultants, LLC**
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

MACKIE CONSULTANTS

CLIENT:

**571 WHEELING, LLC**
321 CENTER STREET
HILLSIDE, IL 60162

| DATE | DESCRIPTION OF REVISION | BY |
|---|---|---|

| | |
|---|---|
| DESIGNED | TKB |
| DRAWN | DWP |
| APPROVED | TKB |
| DATE | 08/11/2016 |
| SCALE | 1" = 30' |

# GRADING PLAN
# PROPOSED ASPHALT PLANT
# WHEELING, ILLINOIS

SHEET 2 OF 3

PROJECT NUMBER: 2820

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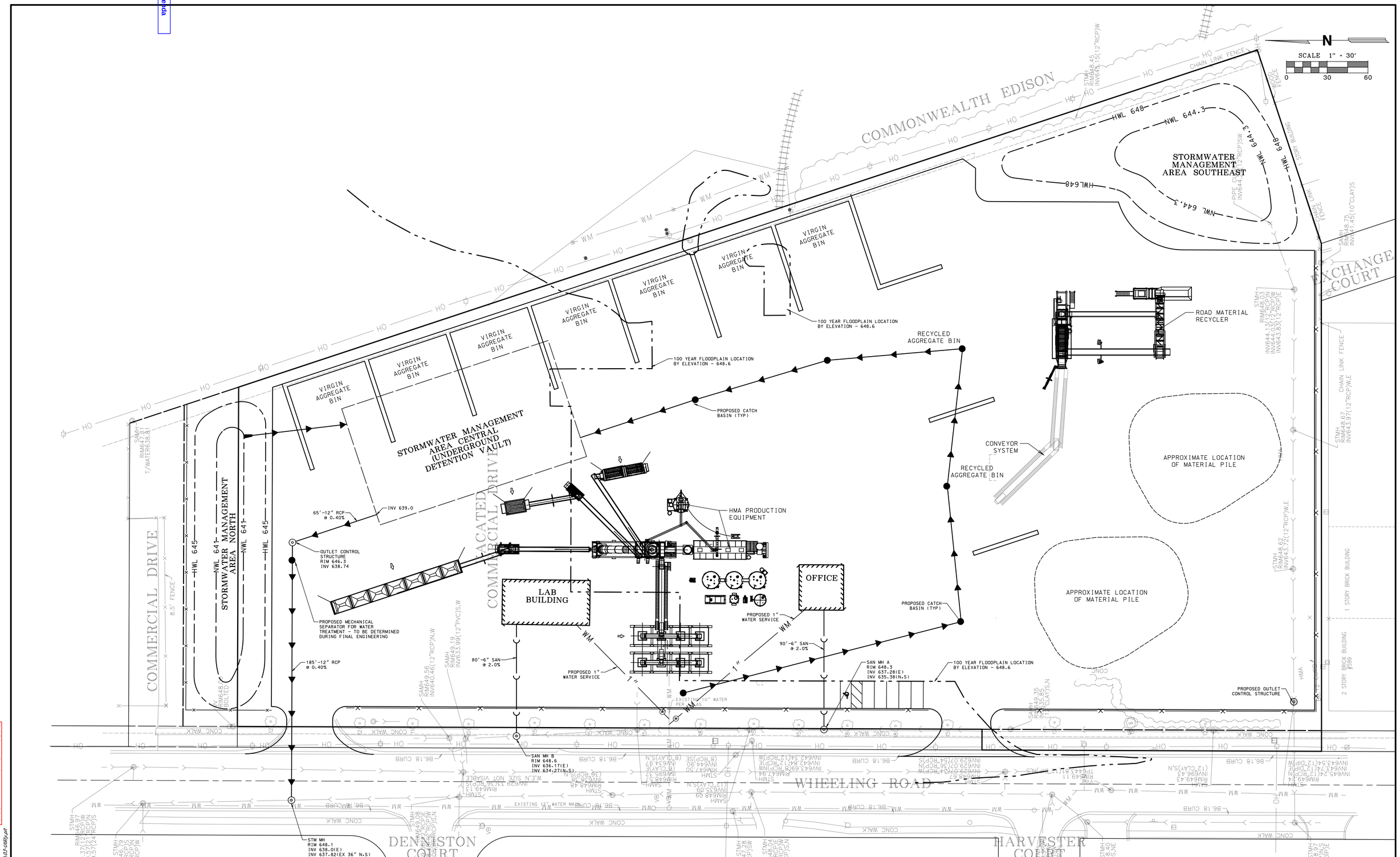


Exhibit received August 11, 2016

8/11/2016 9:27:00 AM N:\2820\Engineering\Plans\03-Utility.dwg

**Mackie Consultants, LLC**
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com
MACKIE CONSULTANTS

CLIENT:

**571 WHEELING, LLC**
321 CENTER STREET
HILLSIDE, IL 60162

| DATE | DESCRIPTION OF REVISION | BY |
|---|---|---|

| | |
|---|---|
| DESIGNED | TKB |
| DRAWN | DWP |
| APPROVED | TKB |
| DATE | 08/11/2016 |
| SCALE | 1" = 30' |

# UTILITY PLAN
# PROPOSED ASPHALT PLANT
# WHEELING, ILLINOIS

SHEET 3 OF 3

PROJECT NUMBER: 2820

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ILLINOIS FIRM LICENSE 184-002694

# Southern Portion of Proposed Town Center from Northgate Parkway - View Looking South

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Dated: 8-9-16
Prepared By:
ROLF C. CAMPBELL & ASSOCIATES
A MANHARD CONSULTING DIVISION

Exhibit received August 11, 2016

Existing Photo from Google Street View 2012

Return to Agenda

# CHICAGOLAND SURVEY COMPANY INC.


PROFESSIONAL DESIGN FIRM LICENSE NO: 184-005262 EXPIRES 04/30/2017

6501 W. 65TH STREET CHICAGO, ILLINOIS 60638 (773) 271-9447

CHICAGOLANDSURVEY@SBCGLOBAL.NET


# ALTA/ACSM LAND TITLE SURVEY

OF

**PARCEL 1:**

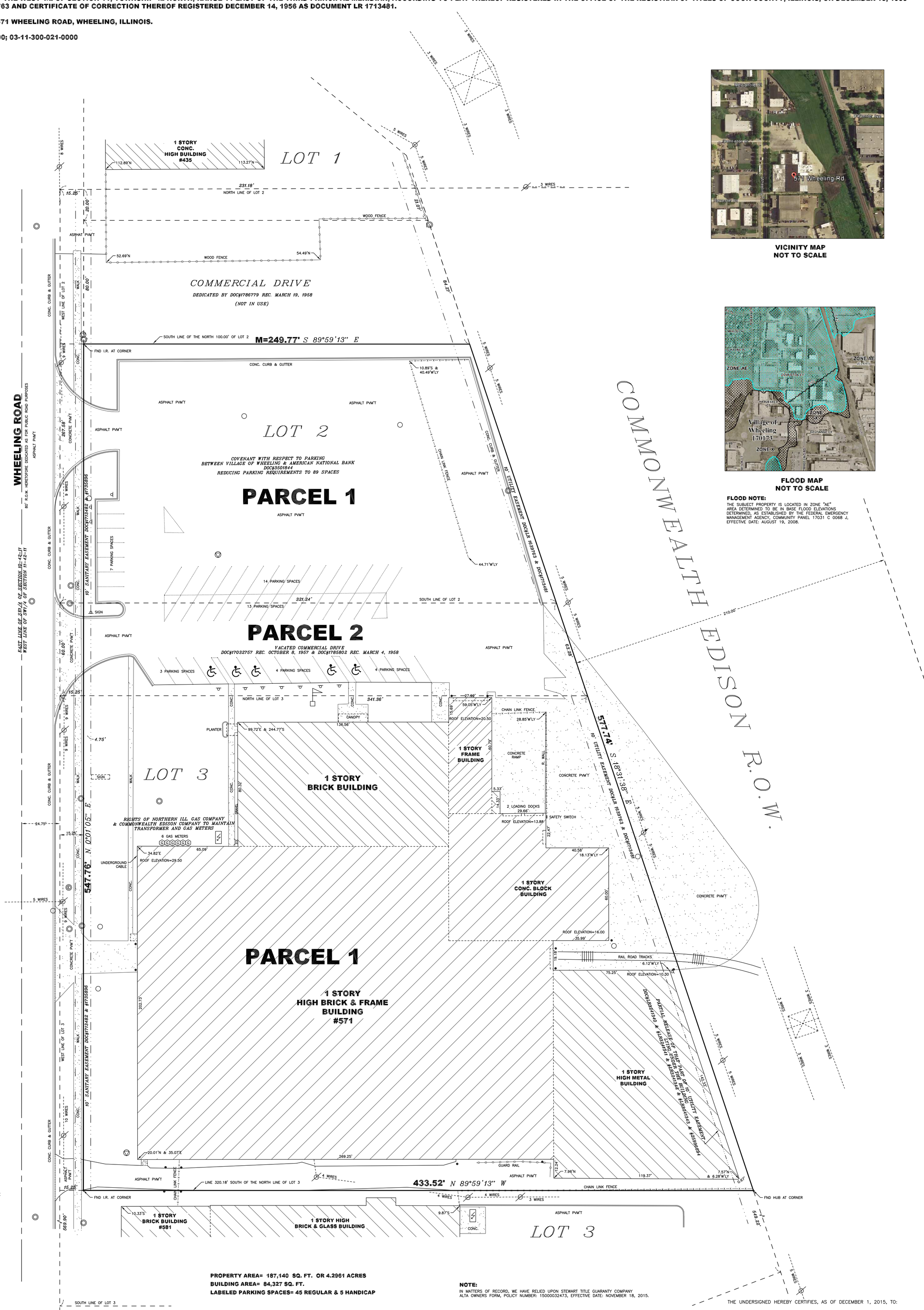
LOT 2 (EXCEPT THE NORTH 100 FEET THEREOF AND EXCEPT THE WEST 15.25 FEET THEREOF) AND THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 (EXCEPTING FROM SAID PART OF LOT 3 THE WEST 15.25 FEET THEREOF), IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT LR 1639763, AND CERTIFICATE OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT LR 1713481, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF VACATED COMMERCIAL DRIVE LYING SOUTH OF THE SOUTH LINE OF LOT 2, NORTH OF THE NORTH LINE OF LOT 3, EAST OF THE EAST LINE OF WHEELING ROAD (AS WIDENED BY PLAT OF DEDICATION REGISTERED AS DOCUMENT LR 2321517) AND LYING WEST OF THE EASTERLY LINE OF LOT 2 EXTENED SOUTHERLY TO THE NORTHEASTERLY CORNER OF LOT 3 AFORESAID, IN BLOCK 1, IN HERZOG'S 1ST INDUSTRAIL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 13, 1955 AS DOCUMENT LR 1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT LR 1713481.

**PROPERTY KNOWN AS: 571 WHEELING ROAD, WHEELING, ILLINOIS.**

**P.I.N.# 03-11-300-013-0000; 03-11-300-021-0000**







VICINITY MAP
NOT TO SCALE




FLOOD MAP
NOT TO SCALE

**FLOOD NOTE:**
THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AREA DETERMINED TO BE IN BASE FLOOD ELEVATIONS DETERMINED, AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL 17031 C 0068 J, EFFECTIVE DATE: AUGUST 19, 2008.

**LEGEND:**

| | |
|---|---|
| N | NORTH |
| S | SOUTH |
| E | EAST |
| W | WEST |
| O.L. | ON LINE |
| | 3' X 3' MANHOLE |
| | MANHOLE |
| | CATCH BASIN |
| | POWER POLE |
| | LIGHT POLE |
| | SIGN POLE |
| | MONITORING WELL |
| | INLET |
| | GAS VALVE |
| | GUARD POST |
| | FIRE HYDRANT |
| | GAS METER |
| | WATER METER |
| | ELECTRIC METER |
| | WATER B. BOX |
| | WATER MANHOLE |
| | SPRINKLER |
| | ELECTRIC MANHOLE |
| | CLEANOUT |
| | HANDICAP PARKING SPACE |
| | TRANSFORMER |
| | FLAG POLE |
| | WOOD FENCE |
| | CHAIN LINK FENCE |
| | IRON FENCE |
| | PROPERTY LINE |
| | LOT LINE |
| | EASEMENT LINE |

30 0 30

SCALE: 1" = 30'

**ORDERED BY: ERIC MCLOYD**
**FILE NO.: 115-65**

REVISED (CERTIFICATE ONLY) 12/01/2015
REVISED (LEGAL DESCRIPTION) 08/17/2015
FIELD WORK COMPLETED 07/22/2015

**PROPERTY AREA= 187,140 SQ. FT. OR 4.2961 ACRES**
**BUILDING AREA= 84,327 SQ. FT.**
**LABELED PARKING SPACES= 45 REGULAR & 5 HANDICAP**

**NOTE:**
FOR BUILDIING LINE AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY PLAT, REFER TO YOUR ABSTRACT, DEED, AND LOCAL BUILDING REGULATIONS.

UTILITY DATA, OTHER THAN PHYSICAL EVIDENCE VISIBLE ON THE GROUND, IS SHOWN AS PROVIDED BY THE PRIVATE AND PUBLIC SOURCES AND SHOULD BE ASSUMED TO BE APPROXIMATE.

**NOTE:**
THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS, SITE USE AS SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

**NOTE:**
IN MATTERS OF RECORD, WE HAVE RELIED UPON STEWART TITLE GUARANTY COMPANY ALTA OWNERS FORM, POLICY NUMBER: 15000032473, EFFECTIVE DATE: NOVEMBER 18, 2015.

**BEARING BASIS:**
THE WESTERLY LINE OF SUBJECT PROPERTY IS ASSUMED TO BE NORTH 0 DEGREES 01 MINUTES 05 SECONDS EAST.

**ZONING:**
I-2: LIMITED INDUSTRIAL DISTRICT

FOR BULK RESTRICTION REFER TO:
COMMUNITY DEVELOPMENT DEPARTMENT
VILLAGE OF WHEELING
2 COMMUNITY BOULEVARD
WHEELING, ILLINOIS 60090
TEL. (847) 459-2620

ROGER P. JACOB 3384 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS FRANKFORT, IL

LICENSE EXPIRES
11/30/2016

THE UNDERSIGNED HEREBY CERTIFIES, AS OF DECEMBER 1, 2015, TO:

571 SOUTH WHEELING ROAD, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
STEWART TITLE COMPANY
571 WHEELING LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6(a),7(a),7(b),7(c),8,9,11(a),16,17,18,19 OF TABLE A THEREOF.

DATED THIS 1 ST. DAY OF DECEMBER 2015.

BY: Roger P. Jacob
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3384

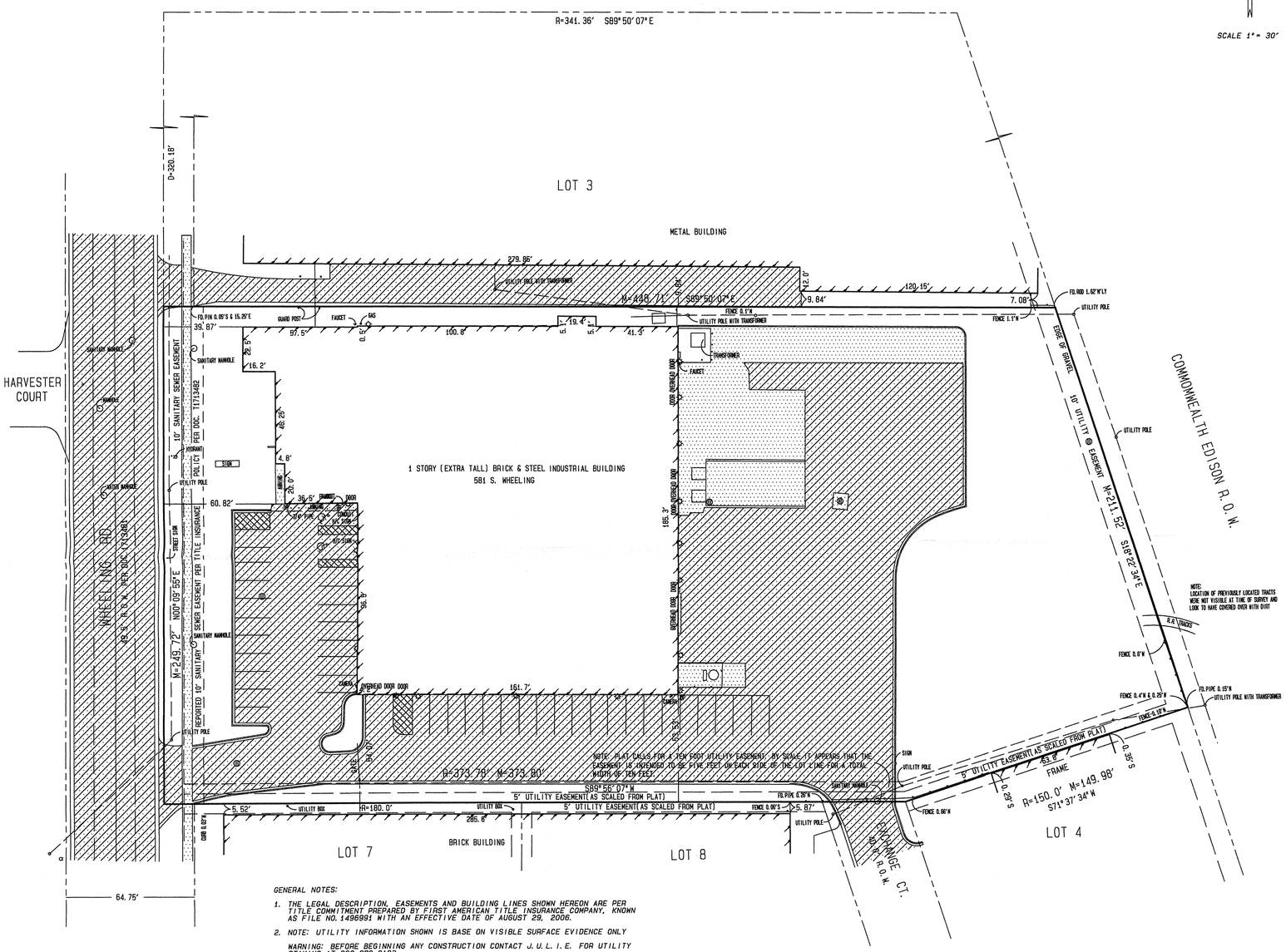
Exhibit received August 11, 2016

# LAND TITLE SURVEY

Order No. 1613163

THAT PART OF LOT 3, IN BLOCK 1 OF HERZOG'S 1st INDUSTRIAL SUBDIVISION, HEREINAFTER DESCRIBED, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 IN HERZOG'S 1st INDUSTRIAL SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON DECEMBER 13, 1956 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS.

SCALE 1" = 30'




GENERAL NOTES:

1. THE LEGAL DESCRIPTION, EASEMENTS AND BUILDING LINES SHOWN HEREON ARE PER TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, KNOWN AS FILE NO. 1496991 WITH AN EFFECTIVE DATE OF AUGUST 29, 2006.
2. NOTE: UTILITY INFORMATION SHOWN IS BASE ON VISIBLE SURFACE EVIDENCE ONLY

   WARNING: BEFORE BEGINNING ANY CONSTRUCTION CONTACT J.U.L.I.E. FOR UTILITY STAKING AT 800-892-0123
3. UTILITY LETTERS WERE NOT PROVIDED BY CLIENT FOR OUR REVIEW THUS INFORMATION CONTAINED THEREIN HAS NOT BEEN SHOWN.
4. PER TABLE "A" OF 2016 ALTA/NSPS ALTA STANDARDS, ITEMS 6a AND 17 REQUIRE THE CLIENT TO PROVIDE THE INFORMATION TO BE SHOWN ON THE PLAT, AT THE TIME THE THE PLAT WAS ISSUED, NO INFORMATION HAD BEEN PROVIDED AND THUS NOT SHOWN.
5. PER FIRM FLOOD INSURANCE RATE MAP PANEL 68 OF 832 AND KNOWN AS MAP NUMBER 17031C0068J MAP REVISED AUGUST 18, 2008, THE SUBJECT PROPERTY FALLS WITHIN ZONE AE (FLOOD AREA WITH BASE FLOOD ELEVATIONS DETERMINED) AND ZONE X (AREA WITH A 0.2% ANNUAL CHANCE FLOOD AND AREA DETERMINED TO BE DETERMINED OUTSIDE THE 0.2 % ANNUAL CHENCE FLOOD)
6. EASEMENT PROVISIONS PER SCHEDULE B OF FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2760077.

   EXCEPTION 1 -20 DOES NOT PERTAIN TO MATTERS OF SURVEY
   EXCEPTION 21- APPLIES AND AFFECTS THE PROPERTY AS SHOWN
   EXCEPTION 22- APPLIES AND AFFECTS THE PROPERTY AS SHOWN
   EXCEPTION 23- DOES NOT PERTAIN TO MATTERS OF SURVEY
   EXCEPTION 24- DOCUMENT WAS NOT PROVIDED FOR OUR REVIEW THUS INFORMATION CONTAINED THEREIN HAS NOT BEEN REVIEWED (WOULD APPLY AND AFFECT THE PROPERTY AS SHOWN
   EXCEPTION 25- DOES NOT PERTAIN TO MATTERS OF SURVEY
   EXCEPTION 26-31 DOES NOT PERTAIN TO MATTERS OF SURVEY

LEGEND
LIMITS of BUILDING = · ·
R = RECORD
M = MEASURED
D = DEED
● = FOUND IRON PIPE
○ = SET IRON PIPE
HYDRANT
LIGHT
CONCRETE =
PAVERS =
ASPHALT =


LAND DIVISIONS, Inc.
Professional Surveying Services
P.O. Box 835
West Dundee, Illinois 60118
(847) 841-8305 (847) 551-9171
fax (847) 551-9193


TO: FIRST AMERICAN TITLE FOR COMMITMENT FILE NO.: 2760077
321 CENTER STREET, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 7a AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON: JUNE 15, 2016.

DATE ISSUED: JUNE 17, 2016.

COURTNEY W. SHROPSHIRE IV. PLS 2783

COURTNEY W. SHROPSHIRE IV 2783 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WEST DUNDEE, IL


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Exhibit received August 11, 2016

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Sam Schwartz Consulting, LLC
303 W. Erie Street, Suite 600
Chicago, IL 60654
phone: (773) 305-0800
samschwartz.com

Sam Schwartz
*Transportation Consultants*

# Memorandum

To: Tim Winter
From: Tim Doron, Senior Traffic Consultant
Date: August 10, 2016
Re: 571 S. Wheeling Road, Wheeling Illinois
Project No: 16-03-1710

As requested, Sam Schwartz Consulting (Sam Schwartz) has performed a site access evaluation for the Orange Crush property ("Site") located at 231 S. Wheeling Road in Wheeling Illinois. Builders Asphalt intends to move its operation approximately 600 feet south to 571 S. Wheeling Road. The purpose of the relocation is to expand and modernize the plant operations with newer technology and a more efficient site plan with updated equipment to produce asphalt faster and more cost effectively. The new plant will also have the ability to recycle used product on site thus reducing the need to have extra trucks enter the site and haul away the recyclables to another plant. The move also furthers the development of one of the Villages prime commercial districts. Our evaluation process included a site visit, review of new plans, application of AutoTurn software, and 12 hour traffic counts. This data was applied to the new site to evaluate the new traffic operations.

**Site Area Context**

The existing site is a 3.781-acre parcel and is located at 231 S. Wheeling Road in Wheeling Illinois. The new site will be located at 571 S. Wheeling Rd on a 7.27-acre parcel. The surrounding land uses are primarily industrial or office. The Metra North Central Rail line borders the sites on the east. Wheeling Road, a Collector Road under the jurisdiction of the Village of Wheeling, provides the primary access to the sites, and connects north with IL 68 Dundee Road, and to the south to Hintz Road. Wheeling Road is a four undivided lane roadway with no turn lanes in the vicinity of the site and a posted speed limit of 30 miles per hour. Parking and access to the Metra Train Station is located further north. Further south are larger industrial sites. As such, both the existing and new site are ideally located to accommodate truck traffic and provide regional access via a good system of collector and arterial roadways. The new site location is shown on Figure 1.

**Existing Conditions**

*Traffic Volumes*

Wheeling Road is an IDOT designated Class 2 Truck Route with a 2014 Average Daily Traffic count (ADT) of 9,850 vehicles per day. This volume is more than 30% less that the 2010 counts of 14,900 vehicles per day (VPD). The property is served by two one-way driveways, with the south drive generally operating as inbound only, and the north drive serving as outbound only. Trucks using the site include larger debris hauling dump trucks, as well as medium type asphalt trucks. Sam Schwartz performed turning movement counts at the existing site drives on Thursday

Exhibit received August 11, 2016

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June 9, 2016 for twelve hours from 6:00 AM to 6:00 PM. Although volumes change depending on the construction season and activity, there are approximately 230 trips both into and out of the site daily. The vast majority of trips are trucks (+95%). An examination of the count data indicates that the great majority of vehicle traffic at the site drives occur outside the peak hours of Wheeling Road. This activity is shown on Figure 2 which identifies peak hourly volumes at the drive for four time periods: Peak hours of the street (both AM and PM), and peak hour of the site or generator (both AM and PM). A summary of results are as follows:

Site traffic volumes vs:

- Morning peak hour of Wheeling Road (7:00 AM to 8:00 AM)
    - 23 vehicles in and 22 vehicles out
- Evening peak hour of Wheeling Road (4:30 PM to 5:30 PM)
    - 0 in and 0 out
- Morning peak hour of the site/generator (9:00 AM to 10:00 AM)
    - 40 in and 42 out
- Evening peak hour of the site/generator (12:00 PM to 1:00 PM)
    - 23 in and 20 out

Daily site traffic, approximately 474 total trips in and out together, represents approximately 4.8 percent of the daily traffic on Wheeling Road (9,850 vehicles per day).

**New Site Evaluation**

*Traffic*
Traffic for the new site is not expected to increase of any significance by virtue of modernizing the plant. The amount of traffic generated by the site will continue to be metered by the amount of roadway construction projects. Some traffic will actually be reduced by means of the recycler now being located on the property. This will eliminate the necessity of large trucks hauling away recovered debris for recycling at another facility – estimated at 30-50 trucks per day. Additionally peak traffic to and from the site is not during the peak hour of the adjacent streets.

*Site Operations*
The site will be serviced by medium and large trucks. The new site plan allows for a much more efficient circulation and operations. Vehicles will continue to enter through the south drive and exit from the north drive in a counter clockwise pattern. The trucks will generally make one of three major movements on site.

- Enter and back into the broken material/debris pile and exit
- Enter and drive/back to the Virgin Aggregate bin located on the east side of the site
- Enter and proceed to the scales and product silos before exiting

Return to Agenda



All three of these movements were tested using AutoTurn software that evaluated the ability of very large trucks performing these movements. For purposes of analysis a WB-50 truck model was used. This truck size meets or exceeds the expected vehicles on the property. The model indicates more than adequate room for trucks to enter the drives and maneuver on the property.

**Finding and Conclusion**

The site works well with the new layout and increased size. The ability to recycle used debris on the site will reduce the need for trucks to enter and exit to haul away this material. This will reduce truck traffic on the street as well. Traffic operates under current conditions very well and is not expected to change. Traffic should continue to occur outside the busy times of the street. Consequently Wheeling Road, which is designed for the use by trucks as a designated truck route, will readily accommodate the traffic at the new site.

Return to Agenda

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Sam
Schwartz
Engineering
D.P.C.

Figure 1
Site Location

Return to Agenda

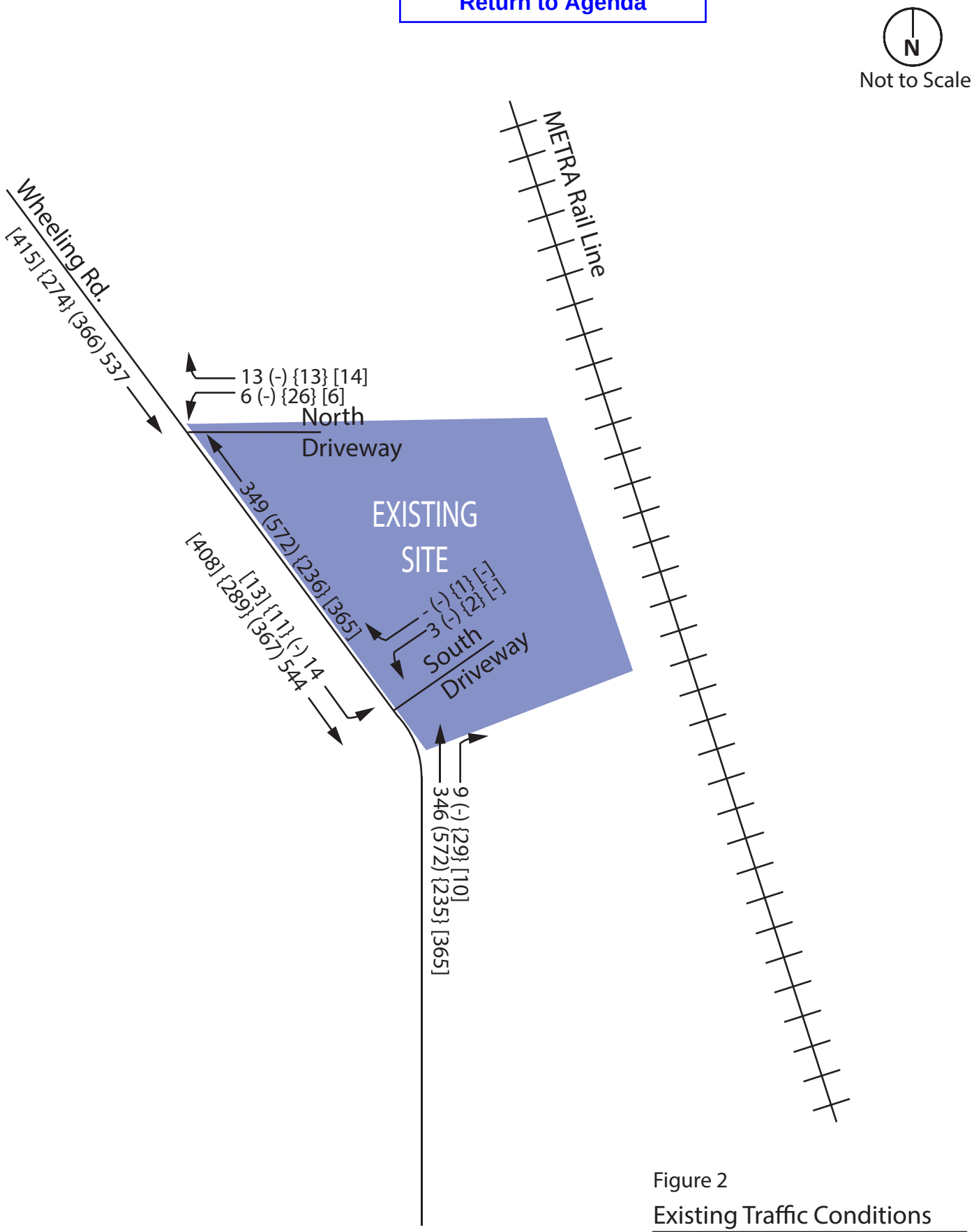


Figure 2

Existing Traffic Conditions

| | |
|---|---|
| xx | = AM Peak Hour of Street |
| (xx) | = PM Peak Hour of Street |
| {xx} | = AM Peak Hour of Site |
| [xx] | = PM Peak Hour of Site |

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D.P.C.

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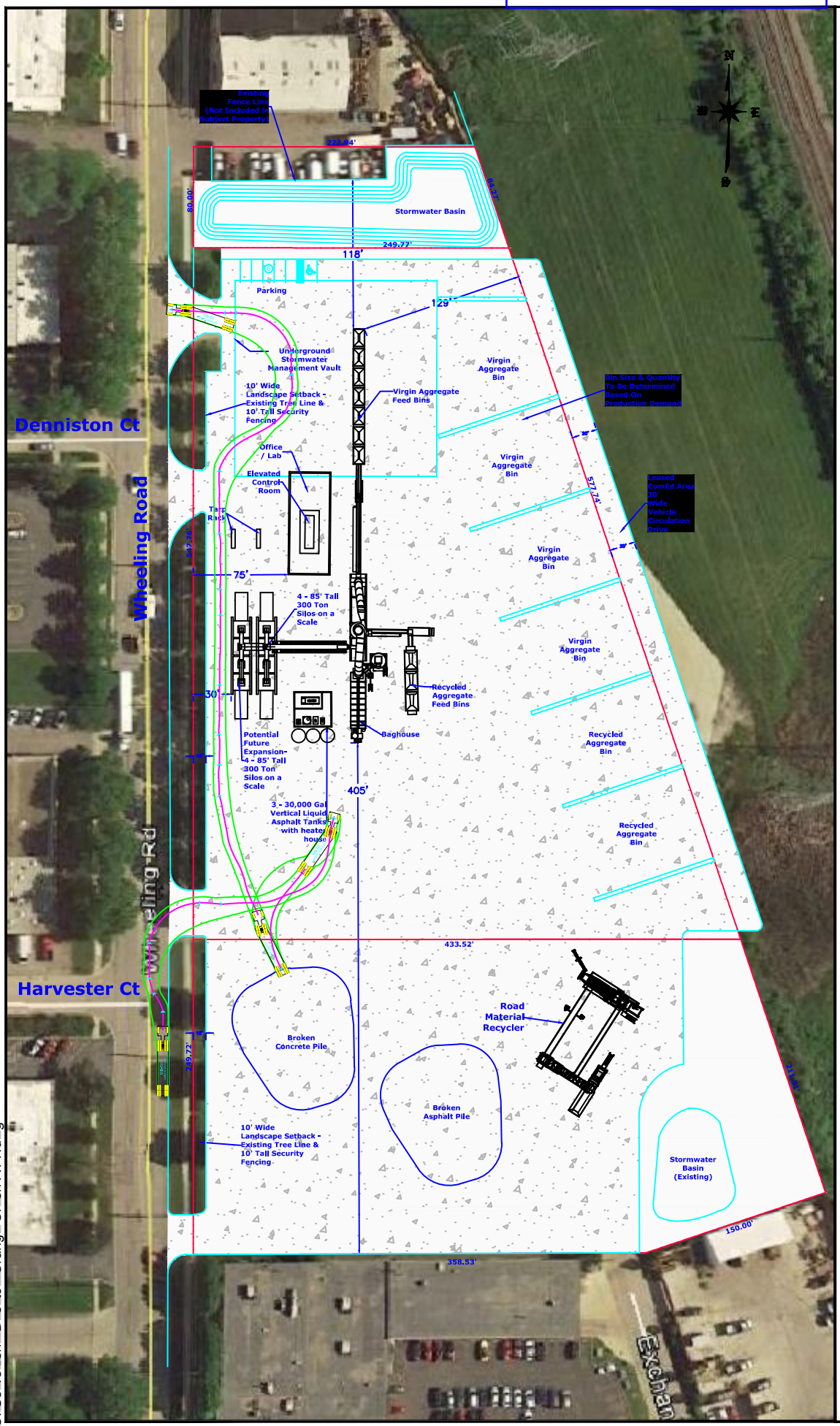


CLIENT:

**ORANGE CRUSH**

PREPARED BY:

**Sam Schwartz Engineering D.P.C.**

303 W. ERIE STREET
SUITE 600
CHICAGO, IL 60654

SEAL:

FOR REVIEW & FILING
NOT FOR CONSTRUCTION

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PROJECT:

**ORANGE CRUSH RELOCATION**

LOCATED AT:

**231 S. WHEELING RD.**
**WHEELING, ILLINOIS**

TAX DESIGNATION:

-

BLOCK/LOT:

-

DRAWING TITLE:

DRAWN BY:

**KSB**

CHECKED BY:

SCALE:

**N.T.S.**

PROJECT NUMBER:

**16-03-1710**

DATE:

**AUGUST 5, 2016**

DRAWING NUMBER:

# FIGURE 3

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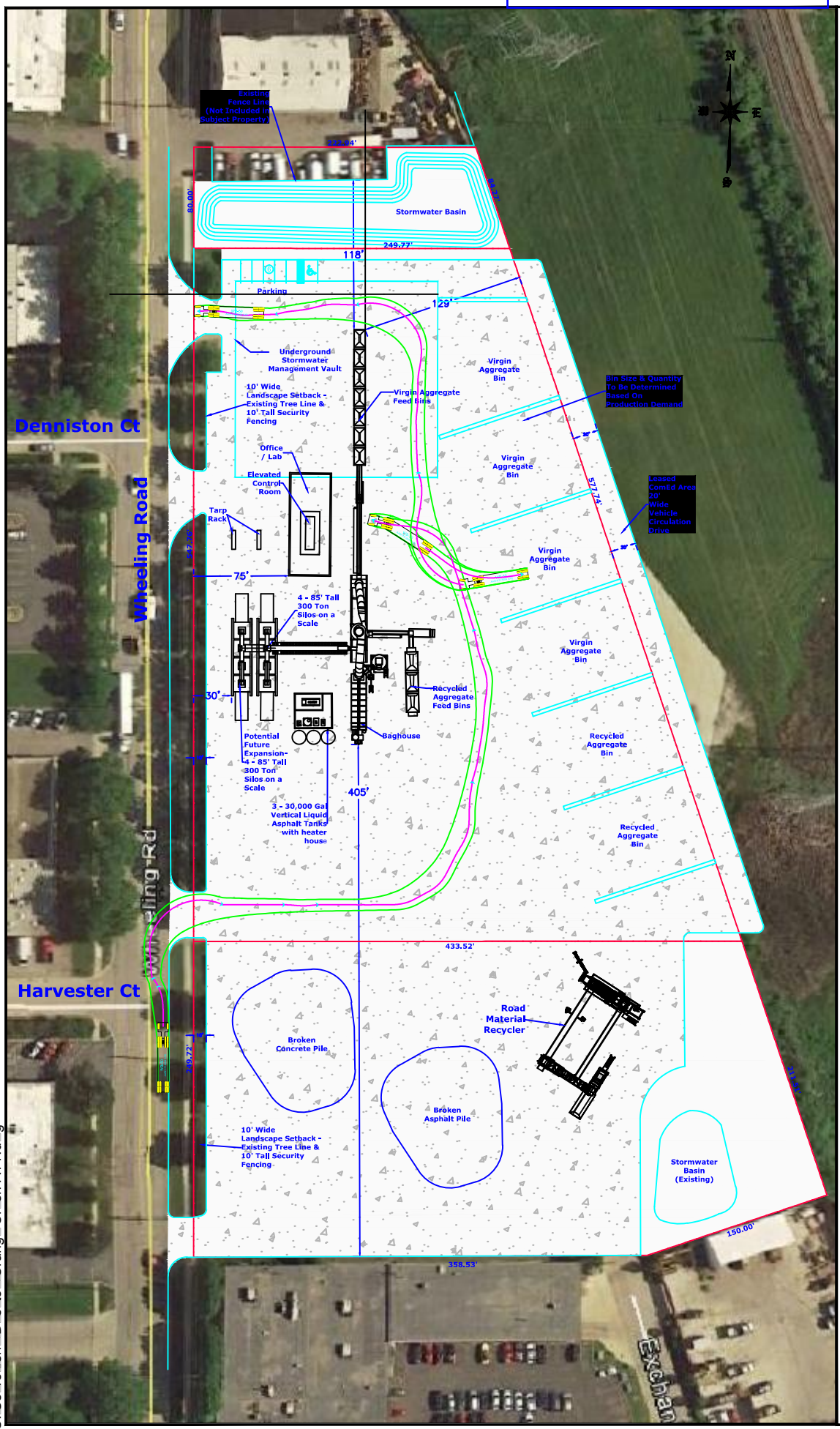


CLIENT:

**ORANGE CRUSH**

PREPARED BY:

**Sam Schwartz Engineering D.P.C.**

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SUITE 600
CHICAGO, IL 60654

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PROJECT:

**ORANGE CRUSH RELOCATION**

LOCATED AT:

**231 S. WHEELING RD.**
**WHEELING, ILLINOIS**

TAX DESIGNATION:

-

BLOCK/LOT:

-

DRAWING TITLE:

DRAWN BY:

**KSB**

CHECKED BY:

SCALE:

**N.T.S.**

PROJECT NUMBER:

**16-03-1710**

DATE:

**AUGUST 5, 2016**

DRAWING NUMBER:

# FIGURE 4

SHEET: **##** OF: **##**

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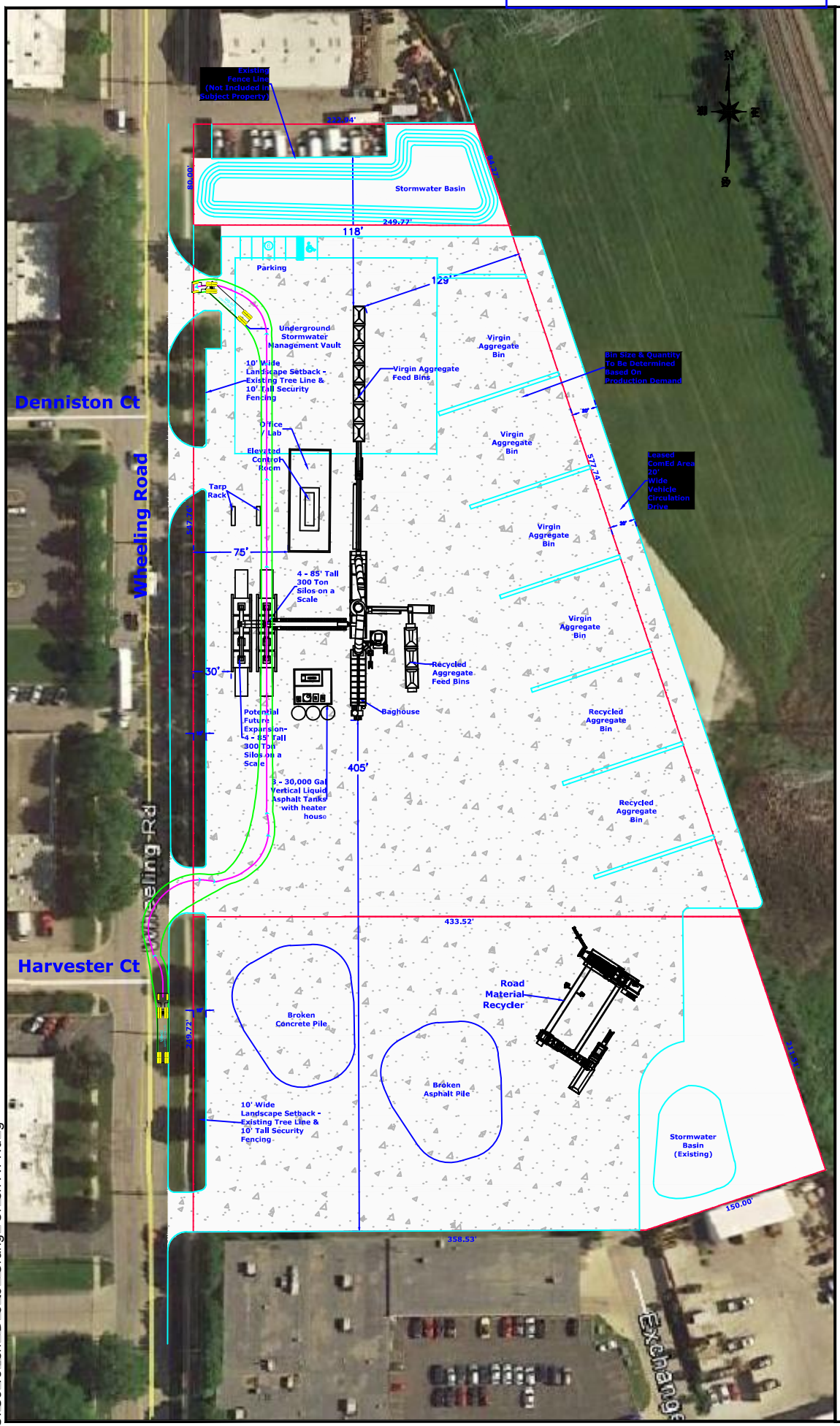
Return to Agenda




CLIENT:

**ORANGE CRUSH**

PREPARED BY:

**Sam Schwartz Engineering D.P.C.**

303 W. ERIE STREET
SUITE 600
CHICAGO, IL 60654

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PROJECT:

**ORANGE CRUSH RELOCATION**

LOCATED AT:

**231 S. WHEELING RD.**
**WHEELING, ILLINOIS**

TAX DESIGNATION:

-

BLOCK/LOT:

-

DRAWING TITLE:

DRAWN BY:

**KSB**

CHECKED BY:

SCALE:

**N.T.S.**

PROJECT NUMBER:

**16-03-1710**

DATE:

**AUGUST 5, 2016**

DRAWING NUMBER:

# FIGURE 5

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**Report of Laura C. Green, Ph.D., D.A.B.T.**

Regarding the hot mix asphalt plant proposed by Pal Group, Inc.
to be located at 571 S. Wheeling Road,
Wheeling, Illinois

August 2, 2016

I, Dr. Laura C. Green, am a board-certified toxicologist, and the president of an independent consulting firm, Green Toxicology LLC. I received a B.A. in Chemistry from Wellesley College in 1975, and a Ph.D. in Nutrition and Food Science from the Massachusetts Institute of Technology (M.I.T.) in 1981. I also served on the part-time faculty of M.I.T. for 25 years, teaching environmental toxicology. Since 1978, I have specialized in assessing risks to health from many different sources and activities, including the production of hot mix asphalt.

I have been asked to assess whether the proposed hot mix asphalt plant would be harmful to the health of the community. As explained below, I have found that it would not.

Hot mix asphalt is the primary material used in the U.S. to pave roads, parking lots, driveways, runways, and other outdoor surfaces. It is produced at hot mix asphalt plants by combining heated, liquefied asphalt cement (a product made at petroleum refineries) with heated sand, gravel, stone, and other "construction aggregate," including pieces of reclaimed asphalt pavement. As a finished product, hot mix asphalt pavement contains about 5% asphalt cement and about 95% construction aggregate.

Hot mix asphalt plants are quite common, with almost 4,000 such facilities located in the U.S. Hot mix asphalt is usually produced at temperatures of between 300 and 325 degrees Fahrenheit, and needs to be applied (at job-sites) at no cooler than about 250 degrees Fahrenheit. It therefore needs to be produced relatively close to where it will be used. This is why hot mix asphalt is produced at thousands of small facilities near where the material will be applied, and often relatively close to residential communities, rather than at a few large facilities at distant locations.

The gases and vapors emitted from the exhaust stack of a hot mix asphalt plant are as listed in the table below. As shown, more than 99% of the exhaust gases are made up of four chemicals — nitrogen, water vapor, oxygen, and carbon dioxide. These substances are emitted by essentially all combustion sources, including gasoline and diesel-powered vehicles, fuel-fired home heating systems, fossil fuel-fired electric power plants, wood or biomass-fired power plants, and many other sources. Asphalt plants also emit small amounts of particles to ambient air, including inhalable particles typically size-classified as $PM_{10}$ and $PM_{2.5}$.



Green Toxicology LLC

106 Sumner Road, Brookline, Massachusetts 02445
Green@GreenToxicology.com 617-835-0093

Exhibit received August 11, 2016

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| Typical concentrations of gases and vapors emitted from a hot-mix asphalt facility | |
|---|---|
| **Compound** | **Concentration in stack gas** |
| Nitrogen (+argon & other inert gases) | 63 % |
| Water | 22 % |
| Oxygen | 10 % |
| Carbon dioxide | 4 % |
| Carbon monoxide | 0.008 % |
| Nitrogen oxides | 0.005 % |
| Sulfur dioxide | 0.0006% |
| Volatile and semi-volatile organic compounds (VOCs and SVOCs) | 0.001% |
| Total | 100 % |

Some of the compounds emitted by hot-mix asphalt plants (and other combustion sources) can be hazardous *if people are exposed to high enough levels.* The relevant question when considering the potential air quality and human health impacts of emissions from a particular plant is whether the emissions are so large as to affect local air quality and health, or whether these emissions are instead low enough that they would be harmless.

Hot mix asphalt plants have been extensively tested with regard to airborne emissions, including trace amounts of volatile and semi-volatile organic compounds, and their potential environmental and health impacts have been assessed by many federal and state agencies. The U.S. Environmental Protection Agency (EPA), has extensively tested, or overseen the testing of, hot mix asphalt production.[1] On the basis of this testing, the U.S. EPA has determined that even very large facilities – which produce 1,000,000 tons per year of hot-mix asphalt – are not major sources of air pollution.[2]

The facility proposed here will produce no more than about 200,000 tons per year of hot-mix asphalt. It will be equipped with more modern and efficient pollution-controls than those evaluated by U.S. EPA. And it will be fueled by natural gas, which is a cleaner, higher-quality fuel than was used in some of the hot mix asphalt plants that were evaluated by U.S. EPA.

---

[1] See http://www.epa.gov/ttn/chief/ap42/ch11/related/c11s01.html and associated links, especially the *Emission Assessment Report* at http://www.epa.gov/ttn/chief/ap42/ch11/related/ea-report.pdf.

[2] See *Federal Register*: February 12, 2002, Volume 67, No. 29, pp. 6521-6536, available at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2002_register&docid=02-3348-filed.pdf. Note that hot mix asphalt plants are there called "asphalt concrete manufacturing plants."



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The quality of outdoor air in neighborhoods surrounding hot mix asphalt plants has been analyzed many times, including in studies that my colleagues and I have conducted. For example, we studied the impacts and potential risks to community-health posed by a large hot mix asphalt facility located in a very densely populated neighborhood in northern Virginia, quite close to Washington, D.C. We found that, despite the close proximity of the plant to many homes, nuisance odors were not a problem. We also found that pollutant emissions were sufficiently small so as not to be harmful to health. And monitoring of outdoor air at a neighboring elementary school revealed no more than acceptably small concentrations of particulate matter (measured as $PM_{10}$).

Because the proposed Wheeling Road facility will be both smaller and newer than the facility that we studied in the Washington D.C. area, its impacts will be even smaller than those that we found to be safe. Of course, it will be important that the facility be run using best management practices, including suppression of dust from aggregate-handling, use of asphalt-deodorizers, if and as needed, and sound-minimizing equipment and techniques.

Fortunately, local measurements indicate that the quality of outdoor air is good. Data collected and compiled by the Illinois Environmental Protection Agency at the nearest ambient air monitoring station to the proposed site (in Northbrook, Illinois) show that (i) concentrations of major pollutants are well within safe limits, *per* U.S. EPA's National Ambient Air Quality Standards, and (ii) concentrations of trace pollutants are typical of those found in the region and generally regarded as acceptably small.

Since (i) impacts from the proposed facility would be small, and (ii) air quality in the area is currently good, I find that operation of proposed project would not significantly change air quality in the area and would not render air unhealthful. In other words, I believe that the proposed facility would be safe for Wheeling.



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Shiner Associates, Inc.
Acoustical Engineers
225 W. Washington St. Suite 1625, Chicago, Illinois 60606
Phone 312 849-3340 Fax 312 849-3344 www.shineracoustics.com

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Pal Group, Inc.
321 Center Street
Hillside, IL 60162

August 9, 2016

Attn: Mr. Tim Winter, P.E.

Re: Builders Asphalt, LLC
Relocation of Wheeling Plant

Dear Mr. Winter:

This report summarizes our measurements, analysis, and recommendations concerning environmental noise emissions from the proposed Builders Asphalt plant to nearby Wheeling residential properties. We reviewed site drawings, zoning maps and other information provided by Builders Asphalt. We conducted hot mix asphalt sound level measurements at the Skokie and existing Wheeling plants and ambient sound level readings at the proposed plant site.

Builders Asphalt is proposing to relocate batch plant operations from their existing 45 year old Wheeling plant located at 231 Wheeling Road to 571 Wheeling Road. As part of the relocation, equipment will be modernized and recycling operations (rock crushing) will be added. Hot mix asphalt equipment and operations will be similar to the newly opened Skokie Plant.

The proposed location will be about 600 ft. south of the existing operations and is bounded by Wheeling Road on the west and Union Pacific freight and passenger tracks on the east. Chicago Executive Airport is about one mile to the southeast. The new parcel is zoned I-2. The site is surrounded by industrially zoned property. The nearest residential zones are located about 840 ft to the southwest (Mark Twain Elementary School), 880 ft to the northwest (residences on E. Wayne Place and S. Wayne Place) and 920 ft to the northeast (residences on W. Manchester Drive and Sunset Lane). Business zoned property is more distant than residential zoned property.

Noise

We used acoustical measurements of asphalt and vehicle operations at the Builders Asphalt Skokie Plant (collected on July 15, 2016) and Orange Crush Wheeling Plant (collected on July 18, 2016). Asphalt plant noise sources included low-frequency noise from the burner and rotating drum, and the baghouse with associated induced-draft fan and motors. Asphalt loading from silos onto trucks included multiple bursts of compressed air, and a buzzer to signal truck drivers.

Recycling equipment in Skokie is not yet operational. The existing Wheeling Plant has no recycling operations and all aggregate is trucked into the site. We relied on acoustical measurements conducted at the O'Hare plant on July 28 and 29, 2011. We found that the major sources of recycler noise were the crusher and screener, and an infrequently used jackhammer.

Wheeling has noise performance noise standards contained within the zoning code. The Wheeling noise regulations are based on zoning of the receiving property and a table of octave

Exhibit received August 11, 2016

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band sound levels (Section 8.24.050(b)) is provided. Since no averaging period is stated, it is assumed that readings are energy-averaged, as is common with other ordinances and standards including Illinois. For the sake of clarity and brevity, overall A-weighted sound levels (not the eight octave frequency bands contained in the standards) will be referenced in this report.

Under the Wheeling regulations, a maximum sound level of 55 dBA is permitted between industrial and residential district boundaries. Between industrial and business districts, 59 dBA is permitted. As a point of reference, the sound level of a truck on city streets at a distance of 100 ft is approximately 74-78 dBA.

To document area noise exposure due to the ambient environment, we conducted early morning sound level measurements on the proposed site at 571 Wheeling Road between 6:51 and 8:03 a.m. on Friday, July 18, 2016. The microphone was positioned 200 ft east of Wheeling Road and captured sounds from the roadway, UP passenger/freight tracks, Chicago Executive Airport and other activities in the area. We feel that this location is typical for receivers in the area. The resulting ambient sound level of 59 dBA exceeds the Wheeling limits for residential use.

In order to model noise emissions from the modernized and relocated plant, we used CadnaA to calculate sound levels at noise-sensitive receivers. CadnaA is industry-accepted software used to calculate sound levels due to multiple sources at multiple receiver points. In order to be conservative, the shielding effect of any concrete walls and structures within the plant has not been modeled. Figure 1, which follows this report, presents the results of our modeling superimposed on an aerial photograph.

Figure 1 identifies the calculated sound level at the nearest residentially zoned property, which is about 840 ft west of the plant. At the eastern property line of the Mark Twain Elementary School, the calculated sound level is 49 dBA. Sound levels at more distant residences are slightly lower. We calculated a sound level of 48 dBA at the corner of W. Manchester Drive and Sunset Lane and 47 dBA at the corner of E. Wayne Place and S. Wayne Place.

Vibration

Under Section 19.10.080(j), Wheeling specifies maximum permitted displacement along residential boundaries. We used data from the O'Hare plant conducted on September 21, 2011 between 12:00 and 2:00 pm and compared it with limits contained in the ordinance.

From our observations, vibration will be emitted by recycling and asphalt plant operations. For recycling, the crusher is the main source (measured at a distance of 225 ft at O'Hare). For the asphalt plant, the drum is the primary source (measured at 120 ft). The distance to the nearest Wheeling residential property line is 840 ft, which greatly exceeds measurement distances at the O'Hare plant.

**Table 1. Results of Vibration Measurements at Orange Crush O'Hare Plant September 21, 2011**

| | Displacement, in | | |
|---|---|---|---|
| Frequency | Wheeling Limit | O'Hare Crushing | O'Hare Drum |
| 0 to 10 | 0.0008 | 0.000004 | 0.000001 |
| 10 to 20 | 0.0005 | 0.0000005 | 0.0000003 |
| 20 to 30 | 0.0002 | 0.0000002 | 0.0000001 |
| 30 to 40 | 0.0002 | 0.00000002 | 0.00000001 |
| 40 and over | 0.0001 | 0.00000001 | 0.000000007 |

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Measured vibration levels are lower than the Wheeling standard by factors of 100 to 10,000. At residential property lines, Wheeling vibration limits can be easily met.

Conclusion

At the nearest residential zoning area, we calculate a sound level of 49 dBA, using sound level readings from the existing Wheeling plant, the newly opened Skokie plant and the O'Hare plant. The modeled sound level is in compliance with limits established in the noise ordinance section of the Wheeling zoning code of 55 dBA. The result of our early morning ambient sound level readings on the site of 59 dBA exceeds the Wheeling limit for residential zoning. Thus, expected noise at receiver locations from transportation and other sources can likely exceed emissions of the relocated plant.

Readings from the O'Hare asphalt and recycling plant were used and compared Wheeling limits. The Wheeling limits exceed measured levels by at least a factor of 100, so the limits can be met at residences.

If you have questions concerning this report, please do not hesitate to contact us.

Respectfully submitted,

Shiner + Associates, Inc.

Brian L. Homans

BLH/mo/07

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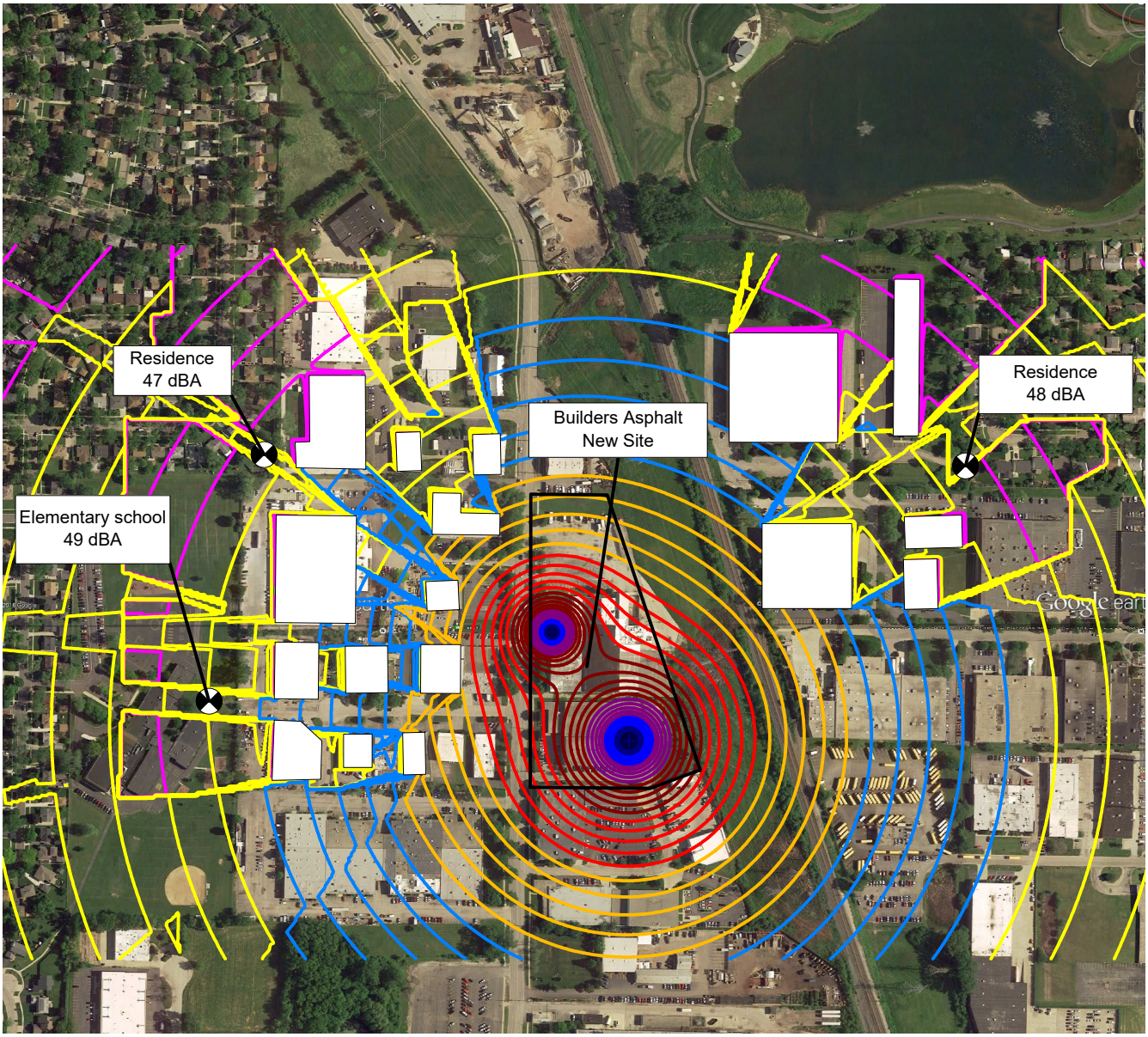


Figure 1. Builders Asphalt

Predicted New Wheeling Plant Sound Level Contours

dB re 20 µPa, A-weighted

>= 35 dBA
>= 40 dBA
>= 45 dBA
>= 50 dBA
>= 55 dBA
>= 60 dBA
>= 65 dBA
>= 70 dBA
>= 75 dBA
>= 80 dBA
>= 85 dBA

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| Rev | Date |
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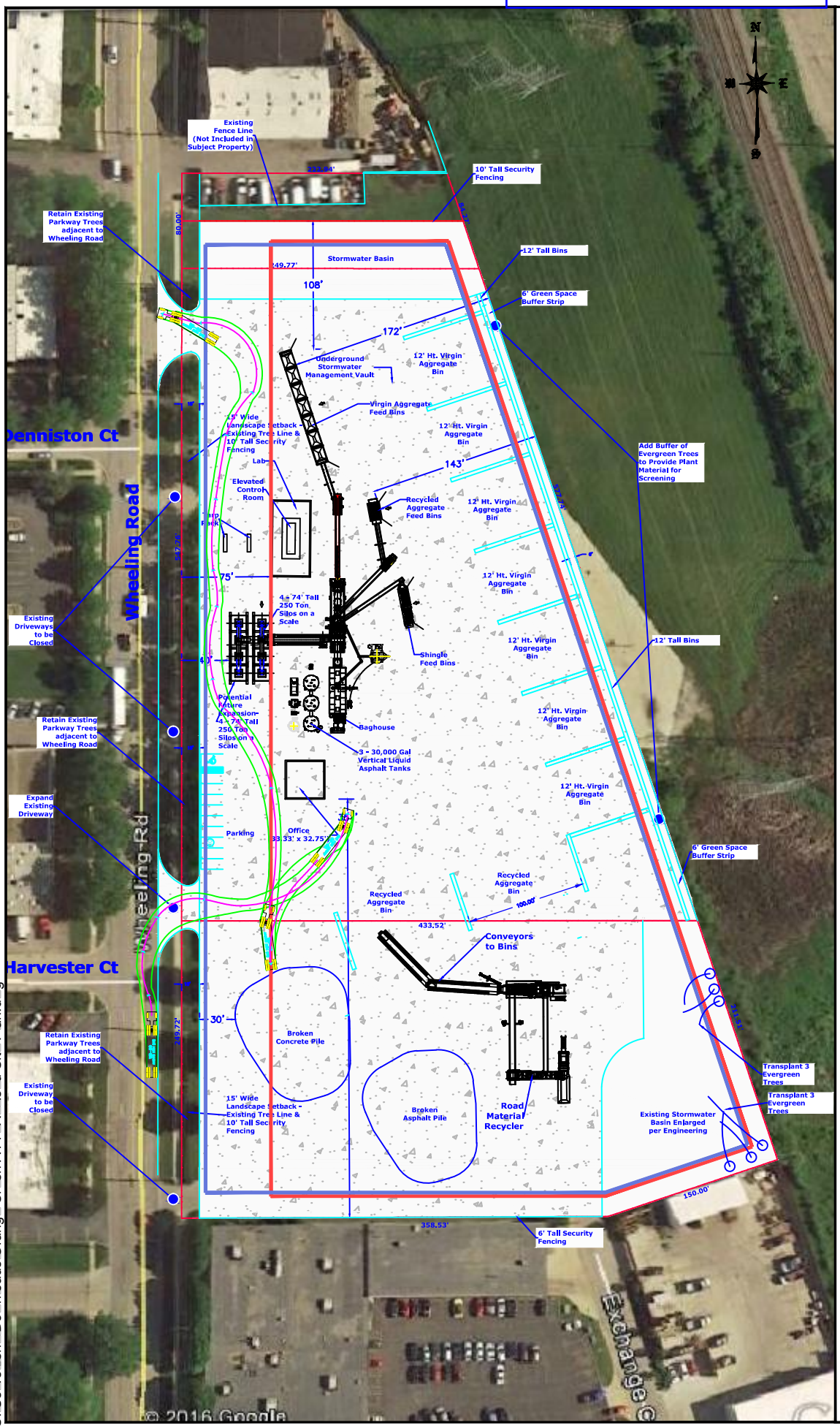


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CLIENT:

**ORANGE CRUSH**

PREPARED BY:

**Sam Schwartz Engineering D.P.C.**

322 EIGHTH AVENUE
5TH FLOOR
NEW YORK, NY 10001

SEAL:

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PROJECT:

**ORANGE CRUSH RELOCATION**

LOCATED AT:

**231 S. WHEELING RD.**
**WHEELING, ILLINOIS**

TAX DESIGNATION:

-

BLOCK/LOT:

-

DRAWING TITLE:

DRAWN BY:

**KSB**

CHECKED BY:

SCALE:

**N.T.S.**

PROJECT NUMBER:

**16-03-1710**

DATE:

**SEPTEMBER 21, 2016**

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# FIGURE 3

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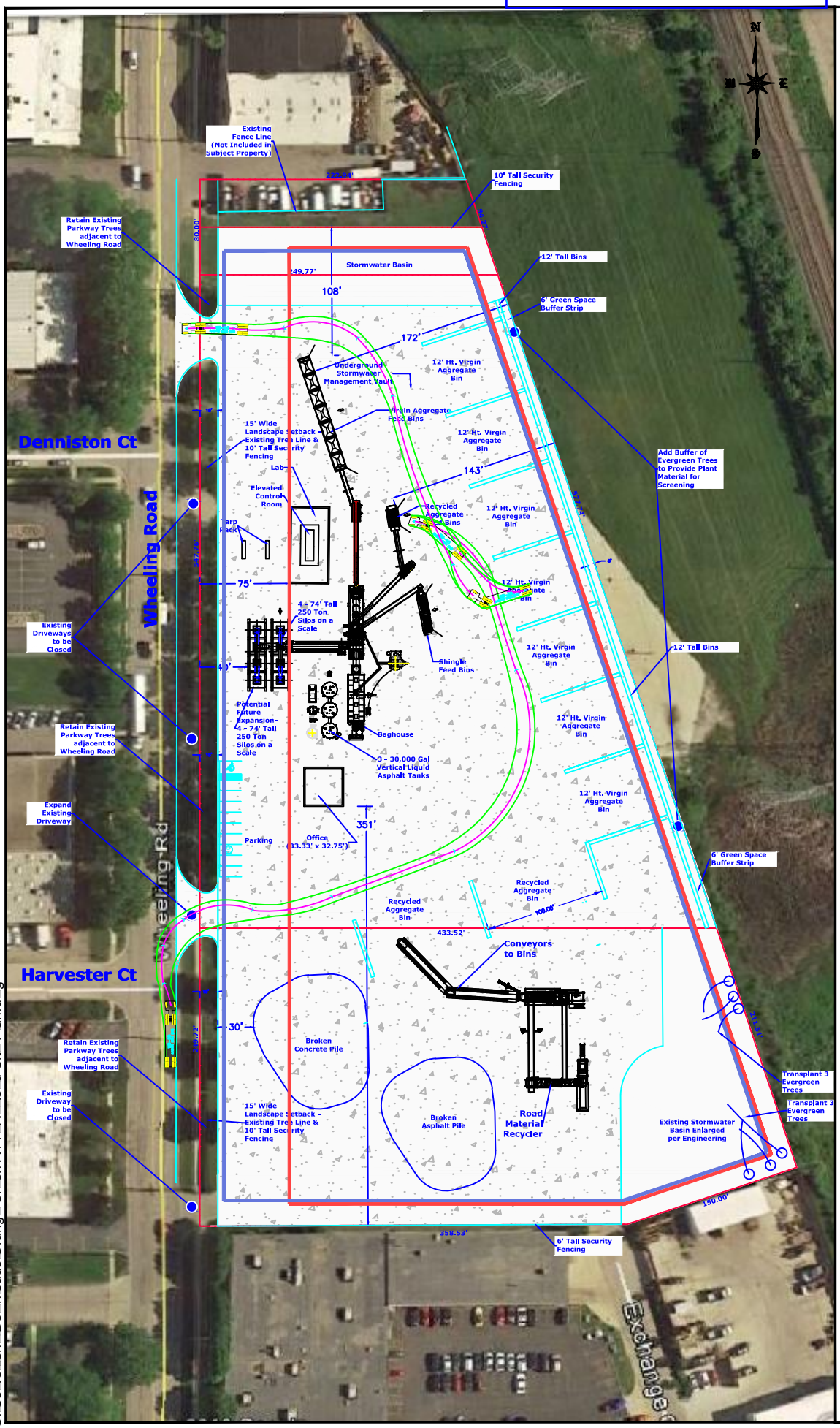


CLIENT:

**ORANGE CRUSH**

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**Sam Schwartz Engineering D.P.C.**

322 EIGHTH AVENUE
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PROJECT:

**ORANGE CRUSH RELOCATION**

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**231 S. WHEELING RD.**
**WHEELING, ILLINOIS**

TAX DESIGNATION:

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BLOCK/LOT:

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SCALE:

**N.T.S.**

PROJECT NUMBER:

**16-03-1710**

DATE:

**SEPTEMBER 21, 2016**

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# FIGURE 4

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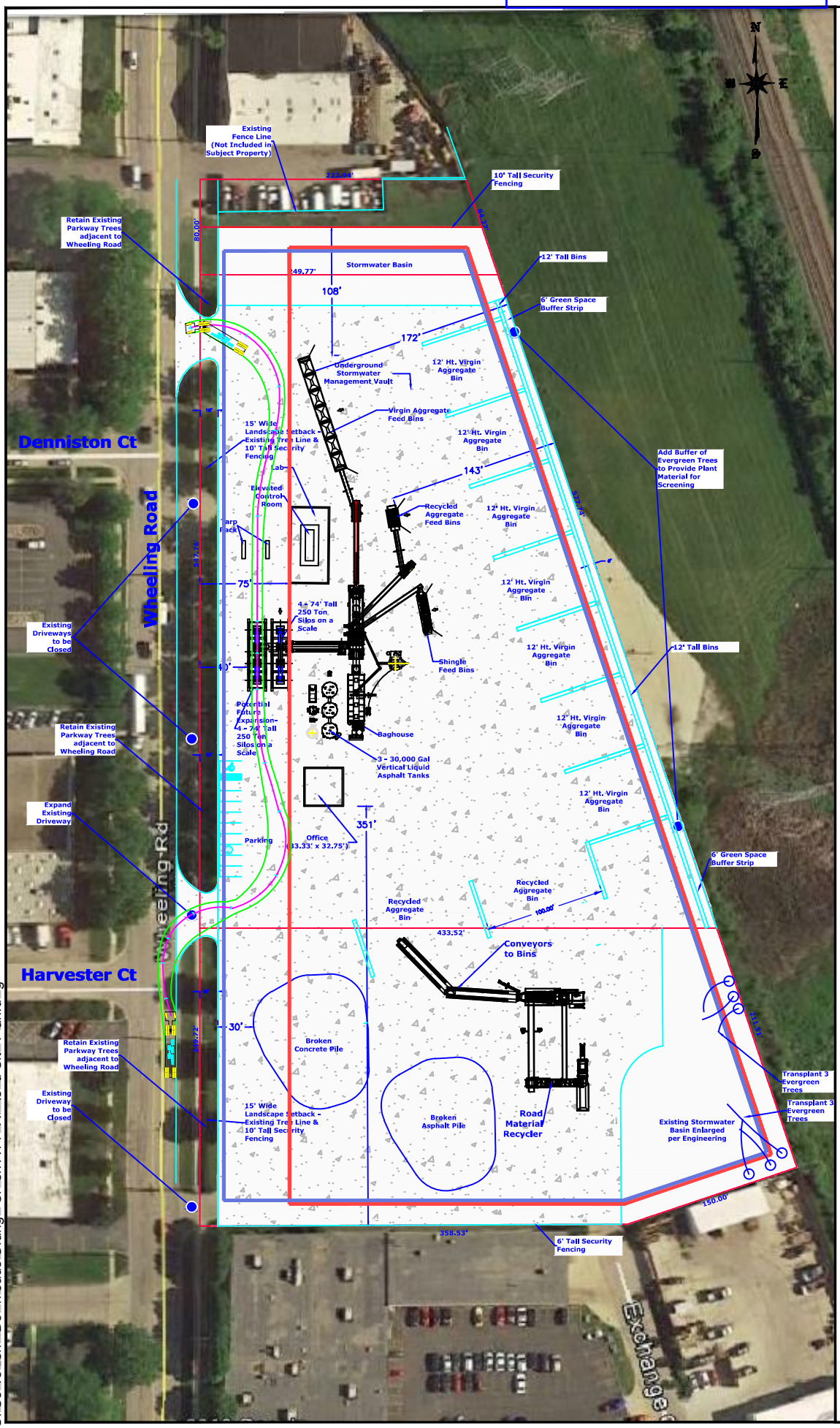


CLIENT:

**ORANGE CRUSH**

PREPARED BY:

**Sam Schwartz Engineering D.P.C.**

322 EIGHTH AVENUE
5TH FLOOR
NEW YOR□, NY 10001

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PRO□ECT:

**ORANGE CRUSH RELOCATION**

LOCATED AT:

**231 S. WHEELING RD.**
**WHEELING, ILLINOIS**

TA□ DESIGNATION:

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BLOC□LOT:

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DRAWING TITLE:

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SCALE:

**N.T.S.**

PRO□ECT NUMBER:

**16-03-1710**

DATE:

**SEPTEMBER 21, 2016**

DRAWING NUMBER:

# FIGURE 5

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# VILLAGE OF WHEELING
## LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** 13.E
*(To be inserted by Deputy Clerk)*

| | |
|---|---|
| **DATE OF BOARD MEETING:** | October 17, 2016 |
| **TITLE OF ITEM SUBMITTED:** | Resolution Authorizing a Procession along Illinois Route 21 (Milwaukee Avenue) from Strong Avenue to Illinois Route 68 (Dundee Road) on Sunday, November 20, 2016 |
| **SUBMITTED BY:** | James Dunne, Police Chief |
| **BASIC DESCRIPTION OF ITEM[1]:** | Authorizes the temporary closure of Milwaukee Avenue for a procession from Strong Avenue to Dundee Road then east for a quarter-mile in conjunction with the Village's "Lights around Wheeling" event. |
| **BUDGET[2]:** | N/A |
| **BIDDING[3]:** | N/A |
| **EXHIBIT(S) ATTACHED:** | Memorandum, Resolution |
| **RECOMMENDATION:** | Approval |
| **SUBMITTED FOR BOARD CONSIDERATION:** | **VILLAGE MANAGER** |

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

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VILLAGE OF WHEELING ILLINOIS

**TO:** Jon A Sfondilis, Village Manager

**FROM:** James Dunne, Police Chief

**DATE:** October 13, 2016

**SUBJECT:** "Lights around Wheeling" Procession

---

**EXECUTIVE SUMMARY**

A resolution is required to authorize the temporary closure of Milwaukee Avenue and Dundee Road for a procession during the Village's November 20th holiday event.

On Sunday, November 20th, 2016, the Village will conduct a procession in conjunction with its "Lights around Wheeling" holiday event that will temporarily require the complete closure of Illinois Route 21 (Milwaukee Avenue) and the partial closure of Illinois Route 68 (Dundee Road). The procession will begin at First Street and Strong Avenue and will travel south on Milwaukee to Friendship Park. Closures are anticipated to be in effect from 4 p.m. until 5 p.m. During this time, Route 21 will be accessible only by local traffic from Wolf Road south to Strong Avenue, and will be completely closed from Strong Avenue south to Dundee Road.

The Village of Wheeling will assume the responsibility involved in the closure of Route 21. The Village will also assume full responsibility for the direction, protection, and regulation of traffic during the time the closure and detour are in effect. Village staff will also contact residents and businesses along Milwaukee Avenue who will be affected by this closure.

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**RESOLUTION 16 - _____**

**A RESOLUTION AUTHORIZING A PROCESSION ALONG ILLINOIS ROUTE 21 (MILWAUKEE AVENUE) FROM STRONG AVENUE TO ILLINOIS ROUTE 68 (DUNDEE ROAD) ON SUNDAY, NOVEMBER 20, 2016**

**WHEREAS**, the Village of Wheeling desires to hold the "Lights around Wheeling" holiday lighting event on Sunday, November 20, 2016; and

**WHEREAS**, the "Lights around Wheeling" event will include a procession that will begin at Strong Avenue and First Street and continue along Illinois Route 21 (Milwaukee Avenue) to Friendship Park at 350 East Dundee Road; and

**WHEREAS**, said procession will require the complete closure of Route 21 from Strong Avenue south to IL 68 Dundee Road eastbound for a quarter-mile, and a restriction on Route 21 from Wolf Road south to Strong Avenue to local traffic only; and

**WHEREAS**, the State of Illinois requires the Village of Wheeling to assume the responsibility involved in closing said highway;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village of Wheeling will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect.

Trustee _____moved, seconded by Trustee _____

that Resolution No. 16 **-** _____ be adopted.

| | | | |
|---|---|---|---|
| President Argiris | _____ | Trustee Papantos | _____ |
| Trustee Brady | _____ | Trustee Krueger | _____ |
| Trustee Vito | _____ | Trustee Lang | _____ |
| Trustee Vogel | _____ | | |

Adopted this _____ day of _____, 2016 by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as set forth above.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

Return to Agenda

# VILLAGE OF WHEELING
# LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S)** 13.F
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** October 17, 2016

**TITLE OF ITEM SUBMITTED:** An Ordinance Concerning the Deletion of Weiland Road Between Lake-Cook County Line and McHenry Road (IL-83) from the Municipal Street System at a Future Date and Transferring Jurisdiction Thereof to Cook County

**SUBMITTED BY:** James V. Ferolo-Klein Thorpe and Jenkins

**BASIC DESCRIPTION OF ITEM:** The Ordinance authorizes the Village President to execute Jurisdictional Transfer Agreement with Cook County transferring a .13 mile portion of Weiland Road from Wheeling to Cook County for purposes of future maintenance. The transfer will become effective when the County awards a construction contract for the widening and relocation of Aptakisic and Weiland Roads in the fall of 2017.

**EXHIBIT(S) ATTACHED:** Ordinance, Jurisdictional Transfer Agreement

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** Village Manager

371209_1

Return to Agenda

Supplement #2

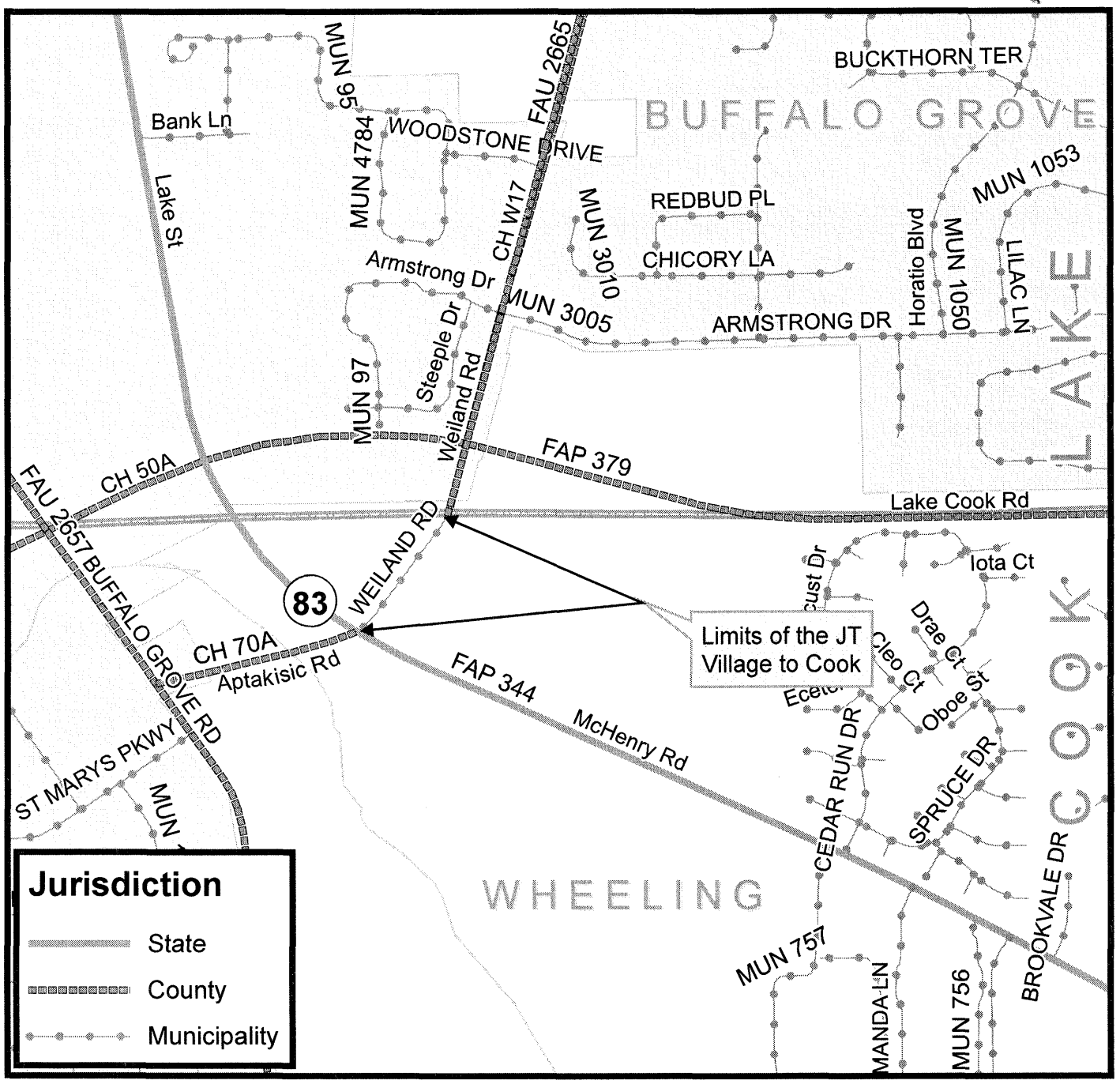
# Illinois Department of Transportation

## Jurisdictional Transfer

VILLAGE OF WHEELING
TO
COOK COUNTY

WEILAND ROAD (FAU 2665)
From the Lake-Cook County Line southwesterly
0.13 miles to the north edge of pavement of
McHenry Road (IL 83), in its entirety

Lake & Cook



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**ORDINANCE _____**

**VILLAGE OF WHEELING ORDINANCE CONCERNING THE DELETION OF WEILAND ROAD BETWEEN THE LAKE–COOK COUNTY LINE AND MCHENRY ROAD (IL-83) FROM THE MUNICIPAL STREET SYSTEM AT A FUTURE DATE AND TRANSFERRING JURISDICTION THEREOF TO COOK COUNTY**

WHEREAS, the Village of Wheeling and the County of Cook are entering into agreement for the transfer of jurisdiction and maintenance of Weiland Road from the Lake–Cook County Line southwesterly 0.13 miles to the north edge of pavement of McHenry Road (IL-83), from the municipal street system of this municipality.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

That, upon award of a construction contract by Cook County for the widening and relocation of Aptakisic and Weiland Roads, and after the Village and County Board Presidents affix their signatures to this agreement, the Village relinquishes jurisdiction and maintenance of Weiland Road from the Lake–Cook County Line southwesterly 0.13 miles to the north edge of pavement of McHenry Road (IL-83) in its entirety, and thereby removes said road segment from its municipal street system, and said road segment shall then and thereafter be a County Highway of the County of Cook.

**Section B**

The President, Village Clerk, and such other persons as the President deems necessary and appropriate, are hereby authorized to execute the Local Agency Agreement for Jurisdictional Transfer, which is attached hereto and made a part hereof, and to take such other and further steps as may be necessary to effectuate the intent of this Ordinance.

**Section C**

The Clerk of this municipality is directed to see that a certified copy of this Ordinance is attached as Supplement #3 of the Local Agency Agreement for Jurisdictional Transfer being entered into with the County of Cook (five copies of said Agreement) and to return same to the County.

**Section D**

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

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ADOPTED this ____ day of _____, 2016, pursuant to a roll call vote as follows:

| | | | |
|---|---|---|---|
| President Argiris | _____ | Trustee Papantos | _____ |
| Trustee Brady | _____ | Trustee Vito | _____ |
| Trustee Krueger | _____ | Trustee Vogel | _____ |
| Trustee Lang | _____ | | |

APPROVED this_____ day of _____, 2016

_____
Dean S. Argiris, Village President

ATTEST:

_____
Elaine E. Simpson, Village Clerk

Approved as to form only:

_____
Village Attorney

Published by me in pamphlet form this _____ day of _____, 2016.

_____
Village Clerk

Certification

I, Elaine Simpson, Village Clerk, in and for the Village of Wheeling, a municipal corporation of the State of Illinois and keeper of the records and files of said municipality as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Ordinance passed by the Village Board of the Village of Wheeling at its regular meeting held on _____, 2016.

In testimony whereof I have hereunto set my hand and affixed the seal of this municipality at my office on the above date.

(SEAL)

_____
Village Clerk

Return to Agenda

**EXHIBIT A**

Local Agency Agreement for Jurisdictional Transfer

Return to Agenda

Illinois Department of Transportation

# Local Agency Agreement for Jurisdictional Transfer

| **Local Agency No. 1** (Conveyor) | **Local Agency No. 2** (Recipient) |
|---|---|
| Municipality: Wheeling | Municipality: |
| Township/Road District: | Township/Road District: |
| County: | County: Cook |

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Name Weiland Road Route FAU 2665 Length 0.13 miles (0.21 KM)

Termini From Lake-Cook County Line southwesterly 0.13 miles to the north edge of pavement of McHenry Road (IL-83), in its entirety

This transfer ☐ does ☒ does not include Structure No. _____

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Receipient to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

☐ upon IDOT approval ☒ ~~XXXXX~~ ~~calendar days after~~ Upon Award of Construction Contract

**Supplements**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement #1 STIPULATIONS, #2 MAP, #3 WHEELING ORDINANCE, and #4 COOK COUNTY RESOLUTION

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

Name Dean S. Argiris

Title President, Village of Wheeling
Chairman County Board/Mayor/Village President/etc.

Signature _____

APPROVED BY RECIPIENT

Name Toni Preckwinkle

Title President, Board of County Commissioners
Chairman County Board/Mayor/Village President/etc.

Signature _____

APPROVED
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____ _____
Director of Highways Date

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SUPPLEMENT #1

STIPULATIONS

The following contains stipulations to an agreement between the County of Cook and the Village of Wheeling.

This Agreement will be identified as Cook County Sections: 14-A5015-03-RP and 14-A5015-04-RP

The obligations of the Village of Wheeling (hereinafter VILLAGE) and the County of Cook (hereinafter COUNTY) are as follows:

1. VILLAGE shall:

   a. Execute five (5) copies of the Local Agency Agreement for Jurisdictional Transfer of which these Stipulations are a part, enact an Ordinance, to remove jurisdiction of Weiland Road from Lake-Cook County Line southwesterly 0.13 miles to the north edge of Pavement of McHenry Road (IL-83), in its present condition and in its entirety, said transfer of jurisdiction to be effective upon award of construction contract. (The Ordinance will be enacted at the same Village Board meeting at which the Local Agency Agreement for Jurisdictional Transfer is approved. Additionally, a certified copy of the Minutes of the Village Board meeting at which the Agreement/Ordinance is approved will be supplied separately to the COUNTY).

2. COUNTY shall:

   a. Maintain Weiland Road from Lake-Cook County Line southwesterly 0.13 miles to the north edge of Pavement of McHenry Road (IL-83), said maintenance to commence upon award of construction contract.

   b. Pass the Resolution (SUPPLEMENT #4) concurrently with the COUNTY's execution of five (5) copies of the Local Agency Agreement for Jurisdictional Transfer to accept Weiland Road from Lake-Cook County Line southwesterly 0.13 miles to the north edge of Pavement of McHenry Road (IL-83), from the VILLAGE maintenance and jurisdiction, in its present condition and in its entirety, effective upon award of construction contract; and

   c. Following execution of this Agreement (in five copies) by the VILLAGE and the COUNTY, in that order, submit five copies of the Agreement to the Illinois Department of Transportation for requisite approval as to the change of jurisdictional responsibility of Weiland Road (CH W17).

3. COUNTY and the VILLAGE agree that their respective successors and assigns shall be bound by the terms of this Agreement.

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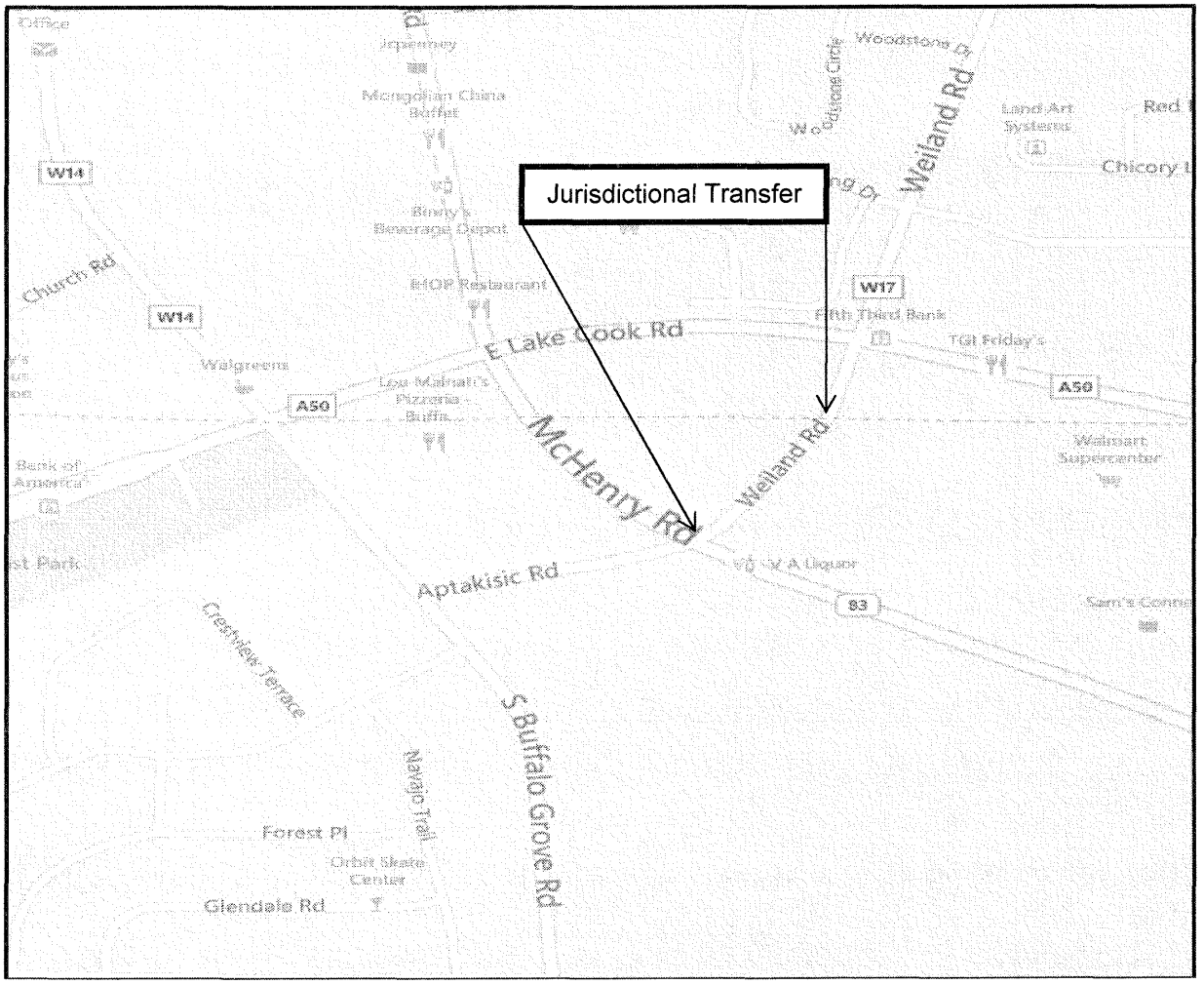
SUPPLEMENT #2

# JURISDICTIONAL TRANSFER

**WEILAND ROAD**
**Lake-Cook County Line southwesterly to McHenry Road (IL-83)**
**(In its entirety)**

**0.13 MILES – 0.21 KILOMETERS**

**FROM VILLAGE OF WHEELING TO COOK COUNTY**



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Supplement #2

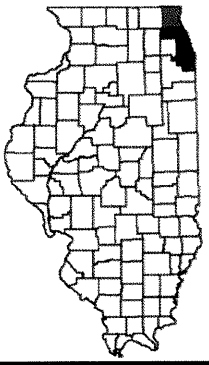
# Illinois Department of Transportation

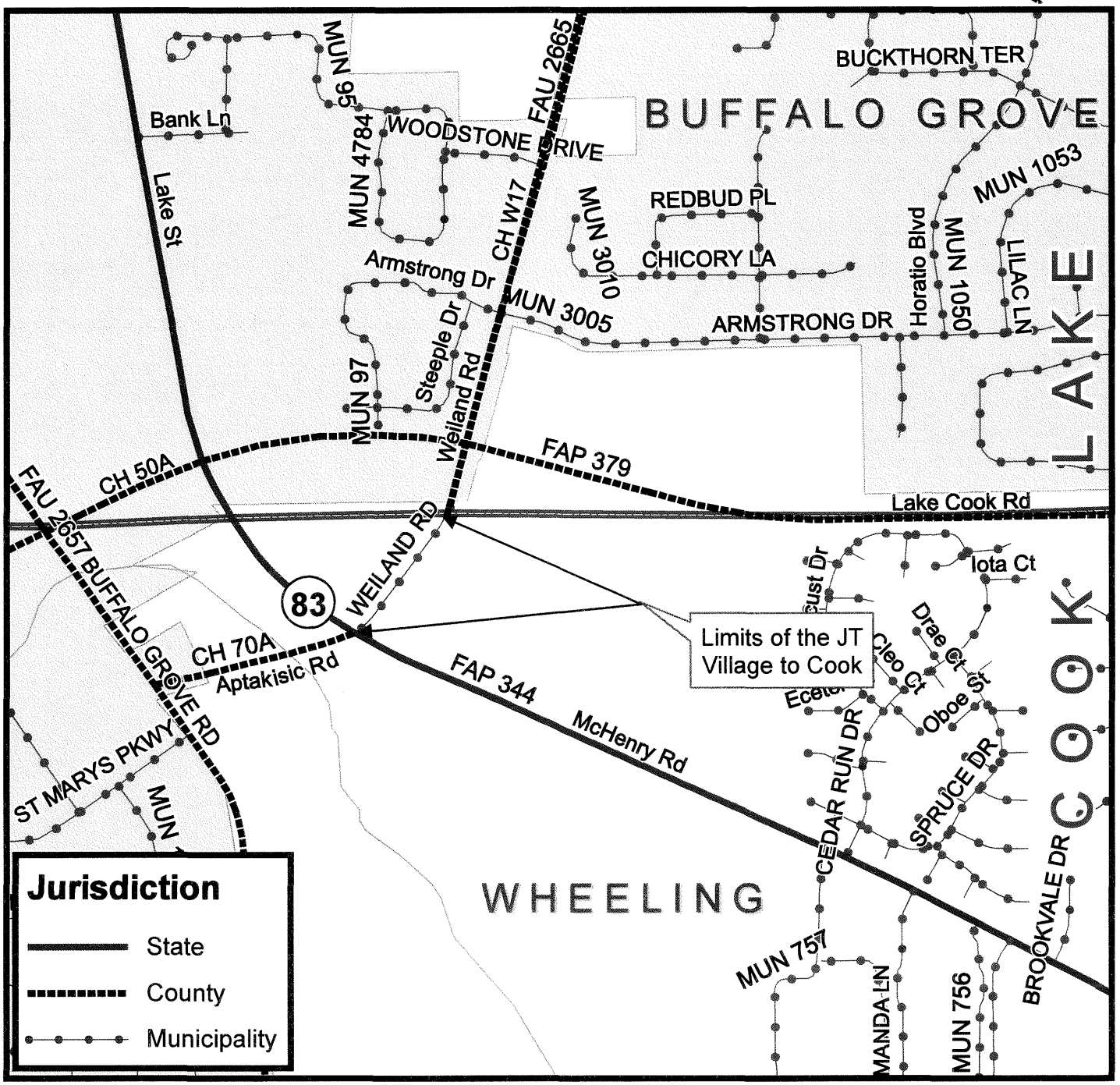
## Jurisdictional Transfer

VILLAGE OF WHEELING
TO
COOK COUNTY

WEILAND ROAD (FAU 2665)
From the Lake-Cook County Line southwesterly
0.13 miles to the north edge of pavement of
McHenry Road (IL 83), in its entirety

Lake & Cook





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SUPPLEMENT #3

VILLAGE OF WHEELING

MUNICIPAL ORDINANCE No._____

Concerning the deletion of Weiland Road between Lake-Cook County Line and McHenry Road (IL-83) from the municipal street system at a future date:

WHEREAS, the Village of Wheeling and the County of Cook are entering into agreement for the transfer of jurisdiction and maintenance of Weiland Road from Lake-Cook County Line southwesterly 0.13 miles to the north edge of pavement of McHenry Road (IL-83), from the municipal street system of this municipality.

NOW, THEREFORE, be it ordained that, upon award of construction contract, affixes his signature to this agreement, the Village relinquish jurisdiction and maintenance of Weiland Road from Lake-Cook County Line southwesterly 0.13 miles to the north edge of pavement of McHenry Road (IL-83), in its entirety; and, thereby remove said road segment from its municipal street system and said road segment shall then and thereafter be a County Highway of the County of Cook.

The President, Village Clerk, and such other persons as the President deems necessary and appropriate, are hereby authorized to execute the Local Agency Agreement for Jurisdictional Transfer, which is attached hereto and made a part hereof, and to take such other and further steps as may be necessary to effectuate the intent of this Ordinance.

The Clerk of this municipality is directed to see that a certified copy of this Ordinance is attached as Supplement #3 of the Local Agency Agreement for Jurisdictional Transfer being entered into with the County of Cook (five copies of said Agreement) and to return same to the County.

Certification

I, _____ , Village Clerk in and for the Village of Wheeling, a municipal corporation of the State of Illinois and keeper of the records and files of said municipality as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Ordinance passed by the Village Board of the Village of Wheeling at its regular meeting held on _____, 2016.

In testimony whereof I have hereunto set my hand and affixed the seal of this municipality at my office on the above date.

(SEAL)

_____
Village Clerk

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SUPPLEMENT #4

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on , 2016 passed the following Resolution:

**16-R-**
**RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE**

**PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

Resolved by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, five (5) copies of a Local Agency Agreement for Jurisdictional Transfer with the Village of Wheeling, wherein the County of Cook shall assume jurisdiction and maintenance of Weiland Road as County Highway W17 from Lake-Cook County Line southwesterly 0.13 miles to the north edge of pavement of McHenry Road (IL-83), in its entirety, adding Weiland Road to the County Highway System of Cook County, the roadway will be referred to as CH W17, upon award of construction contract, affixes signature to said Local Agency Agreement; and, the Department of Transportation and Highways is directed to forward five (5) executed copies of the Agreement to the Illinois Department of Transportation for approval.

all of which appears from the records and files of my office.

**IN WITNESS WHEREOF** I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, this
day of A.D. 2016.

SEAL

_____
County Clerk

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SUPPLEMENT #3

VILLAGE OF WHEELING

MUNICIPAL ORDINANCE No. _____

Concerning the deletion of Weiland Road between the Lake–Cook County Line and McHenry Road (IL-83) from the municipal street system at a future date and transferring jurisdiction thereof to cook county:

WHEREAS, the Village of Wheeling and the County of Cook are entering into agreement for the transfer of jurisdiction and maintenance of Weiland Road from the Lake–Cook County Line southwesterly 0.13 miles to the north edge of pavement of McHenry Road (IL-83), from the municipal street system of this municipality.

NOW, THEREFORE, be it ordained that, upon award of a construction contract by Cook County for the widening and relocation of Aptakisic and Weiland Roads, and after the Village and County Board Presidents affix their signatures to this agreement, the Village relinquishes jurisdiction and maintenance of Weiland Road from the Lake–Cook County Line southwesterly 0.13 miles to the north edge of pavement of McHenry Road (IL-83) in its entirety, and thereby removes said road segment from its municipal street system, and said road segment shall then and thereafter be a County Highway of the County of Cook.

The President, Village Clerk, and such other persons as the President deems necessary and appropriate, are hereby authorized to execute the Local Agency Agreement for Jurisdictional Transfer, which is attached hereto and made a part hereof, and to take such other and further steps as may be necessary to effectuate the intent of this Ordinance.

The Clerk of this municipality is directed to see that a certified copy of this Ordinance is attached as Supplement #3 of the Local Agency Agreement for Jurisdictional Transfer being entered into with the County of Cook (five copies of said Agreement) and to return same to the County.

Certification

I, Elaine Simpson, Village Clerk, in and for the Village of Wheeling, a municipal corporation of the State of Illinois and keeper of the records and files of said municipality as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Ordinance passed by the Village Board of the Village of Wheeling at its regular meeting held on _____, 2016.

In testimony whereof I have hereunto set my hand and affixed the seal of this municipality at my office on the above date.

(SEAL) _____

Village Clerk

Return to Agenda

# VILLAGE OF WHEELING
## LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** 13.G
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** October 17, 2016

**TITLE OF ITEM SUBMITTED:** Resolution waiving competitive bidding and authorizing acceptance of the State of Illinois contract with CDW for the purchase of Cisco Network Equipment

**SUBMITTED BY:** Luca Ursan, Director of Information Technology

**BASIC DESCRIPTION OF ITEM[1]:** Request for the purchase of various computer network components made by Cisco needed to replace old equipment that has reached the end of support status and is no longer supported or serviced by the manufacturer.

**BUDGET[2]:** Included in 2016 approved budget

**BIDDING[3]: N/A**

**EXHIBIT(S) ATTACHED:** Staff Memo, Resolution, State of Illinois Joint Purchasing Contract, CDW quote for Cisco Network Equipment

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER**

---

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

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VILLAGE OF WHEELING ILLINOIS

**MEMORANDUM**

**TO:** Jon A Sfondilis, Village Manager

**FROM:** Luca Ursan, Director of Information Technology

**DATE:** October 12, 2016

**SUBJECT:** Purchase of Cisco Network Equipment

---

**EXECUTIVE SUMMARY**

Request for the purchase of various computer network components made by Cisco needed to replace old equipment purchased in 2008 that is no longer supported or serviced by the manufacturer.

This is a request for the purchase of Cisco network gear needed to replace various components of the Village's current computer network which are outdated and no longer supported. The Village's technology infrastructure is all based on Cisco equipment; our computer networks, which are made up of data centers located in all of our municipal facilities, operate on Cisco gear. These Cisco systems serve the Village in various respects, providing the communication backbone between all of our computers and servers; they also function as our Voice-Over-IP phone and voicemail systems, which are fully integrated with our email system to offer a comprehensive unified communications experience. Our wireless networks are also comprised of Cisco equipment.

Cisco is an industry leader known for providing efficient and robust solutions for the types of applications mentioned above. The proposed list of new equipment will replace items that were purchased in 2008 which have served the Village well over the years, but unfortunately have reached the end of their support life as predicted by Cisco. As of October 31, 2016 the old equipment will not be serviced or supported by Cisco, thus the need for the replacements.

The Information Technology staff has done a considerable amount of research and found that it is in the best interest of the Village to accept the State of Illinois contract with CDW for Cisco Network Equipment and SMARTnet technical services. The state contract's buying power offers 40% discounts which would not be achievable through a separate bidding process of our own. It is highly recommended that we take advantage of the state contract discount rates and pursue this purchase through CDW.

The 2016 approved budget includes funding for this purchase. The cost will be $139,370.40 (per attached CDW Quote # WH58873502GO). Please include the attached resolution on the agenda for the October 17 Village Board Meeting.

If you have any questions or concerns regarding this matter, please let me know.

Respectfully submitted by,

Luca Ursan

Luca Ursan

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**RESOLUTION NO. 16-_____**

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING ACCEPTANCE OF THE STATE OF ILLINOIS CONTRACT WITH CDW FOR THE PURCHASE OF CISCO NETWORK EQUIPMENT**

**WHEREAS,** The State of Illinois solicited bids and awarded a contract to CDW Government LLC, for Cisco Network Equipment and SMARTnet Technical Services which meet the Village of Wheeling specifications; and

**WHEREAS,** The State of Illinois encourages municipalities to participate in their equipment and services contracts to take advantage of favorable bid prices due to the combined purchasing power of all state and local government agencies; and

**WHEREAS,** The Village of Wheeling deems it to be in its best interest to participate in the State's Contract # CMS7891190 for the purchase of Cisco Network Equipment and SMARTnet technical services as awarded to CDW Government LLC, for the ongoing operation and maintenance of the Village of Wheeling's technology infrastructure covering all Village of Wheeling municipal facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS,** that competitive bidding is waived, the State of Illinois Contract #CMS7891190 is accepted, and the Village Manager is hereby authorized to issue a purchase order to the awarded state contract bidder, CDW Government LLC, for the purchase of Cisco Network Equipment per CDW Quote # WH58873502GO, at a cost not to exceed $139,370.40.

Trustee _____moved, seconded by Trustee _____

that Resolution No. **16-**_____ be adopted.

Trustee Brady _____ Trustee Krueger_____

Trustee Lang _____ Trustee Papantos_____

Trustee Vito _____ Trustee Vogel _____

President Argiris _____

**Adopted** this _____day of _____, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

_____
Dean S. Argiris
Village President

_____
Elaine E. Simpson
Village Clerk

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# Master Contract

Help

Contract Number
CMS7891190

Close

## Identification

Date Published: 07/22/2016

Contract Number: CMS7891190
Contract Title: Statewide Master for Cisco Products

Category: IT

Scope: Purchase of Cisco brand-name hardware, software and services

MetaData: Cisco Equipment and Software, Cisco SMARTnet Maintenance, NSA/NOS Service

T-Number: TE010
T-Number Title: INFORMATION TECHNOLOGY - OTHER

Start Date: 07/14/2016
Expiration Date: 06/30/2021
Renewals Remaining: 5 - 12 month renewals
Fiscal Year: 2017

Joint Purchasing Indicator: Yes
Green Contract: No
Small Business Set-Aside: No
Does this contract include a BEP Requirement: Yes

## Agency

**Agency designation restricts who can purchase from this contract. R0 indicates purchasing is open statewide.

Agency: SWC - Statewide Contract
Master Agency:
Master Sub-Agency:

## Comments/Overview

Original Procurement Method: RFP
IPB Reference #22038132
IPB Publication Date: 03/22/2016
PBC # 15-89119

CDW Government LLC
312-547-2893

- CMS7891190.pdf ( 7347395 Bytes )

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# STATE OF ILLINOIS
# CONTRACT

Department of Central Management Services
Statewide Master Contract for Cisco Products
CMS7891190

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

XX☐ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

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# STATE OF ILLINOIS

## CONTRACT

Department of Central Management Services
Statewide Master Contract for Cisco Products
CMS7891190

**VENDOR**

| | |
|---|---|
| Vendor Name: CDW Government LLC | Address: 230 North Milwaukee Avenue |
| Signature: Max Reed | Phone: 312.547.2893 |
| Printed Name: Max W. Reed | Fax: 312.752.3910 |
| Title: Vice President, Program Management | Email: gusm@cdw.com |
| Date: 7/11/2016 | |

**STATE OF ILLINOIS**

| | |
|---|---|
| Procuring Agency or University: | Phone: |
| Street Address: | Fax: |
| City, State ZIP: | |
| Official Signature: MM Hoffman by Markus Weile | Date: 7/14/2016 |
| Printed Name: MM Hoffman by Markus Weile | |
| Official's Title: Asst. Director | |

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AGENCY/UNIVERSITY USE ONLY — NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference # 89119 Project Title Statewide Master Contract for Cisco Products

Contract # CMS7891190 Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # 22038132 IPB Publication Date: 03/22/16 Award Code: B

Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No

Funding Source Obligation #

Small Business Set-Aside? ☐ Yes ☐ No

Minority Owned Business? ☐ Yes ☐ No Percentage

Female-Owned Business? ☐ Yes ☐ No Percentage

Persons With Disabilities Owned Business? ☐ Yes ☐ No Percentage

Other Preferences?

-BALANCE OF PAGE LEFT INTENTIONALLY BLANK

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# 1. DESCRIPTION OF SUPPLIES AND SERVICES

**1.1 SUPPLIES AND/OR SERVICES REQUIRED:** Vendor shall provide Cisco Optical, Routing, Switching, Telecommunications, Voice, Video and other Networking equipment and software maintenance, consulting/design assistance and support to serve the needs of the Central Management Services (CMS) Enterprise, Illinois Century Network (ICN) backbone and constituent networks. All equipment furnished shall be new, unused, of most recent manufacture, and not discontinued. Constituent orders shall be placed directly with the Vendor.

Vendor may provide consulting/design assistance and support services at no cost to the State, on a project by project basis and subject to mutual agreement of the parties. If both parties agree to such terms, they will mutually agree upon a Statement of Work (SOW), which shall provide a detailed plan for completing the necessary services and shall outline the roles and responsibilities of the Parties, and date by which to complete the services.

This contract is non-exclusive. The State, or other entities listed above, will have no minimum purchase obligation and this contract shall not restrict purchases from subsequent, separate procurements.

**SmartNet Maintenance:** Vendor is responsible for maintaining an inventory of CMS equipment only for SmartNet maintenance tracking purposes. Vendor shall document each item purchased over the term of the contract. The inventory shall include at a minimum, the equipment serial number, equipment part number, CMS purchase order number, CMS business unit, date of purchase, SmartNet maintenance level purchased (if any), date the maintenance coverage begins and expires.

Vendor shall provide CMS with 24x7x365 direct access to Cisco's Technical Assistance Center (TAC) at no additional charge on equipment for which CMS has purchased SmartNet Maintenance. Vendor is responsible for making changes and corrections to the Cisco database for CMS purchased equipment to ensure that when Technical Assistance Center (TAC) cases are opened, Cisco has the correct SmartNet coverage for each equipment serial number in their database.

Annually, Vendor (in the first quarter of the calendar year) shall provide the current inventory of purchased equipment and maintenance and work with CMS to identify those items that need to have SmartNet maintenance renewals purchased. Vendor shall provide a quote annually for SmartNet maintenance renewals in a format designated by CMS. Vendor shall provide the Cisco total care collector tool to CMS to use at no charge.

**Constituent Purchases** Regional Technology Centers (RTCs) (CMS Field Operations Support) interface with the vendor on a daily basis. The RTCs provide constituents with a quote for the edge router. The procurement generally, but not always, functions as below:

- Constituent or CMS Staff places order, generally shipped to the local RTC.
- CMS staff track the orders, including ship dates.
- The product is shipped to the local office.
- The vendor verifies and validates SmartNet contact and owner information to ensure that the customer is the recipient of the SmartNet.
- CMSstaff install the product.

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**CMS Purchases** CMS, and all State Agencies, will have the ability to purchase from this agreement. These purchases are handled by CMS via a Basic Ordering Agreement (BOA). CMS will request a quote. Once approved, CMS will prepare the BOA. CMS will provide the vendor with a signed BOA.

**Ordering/Shipping** – Vendor shall provide CMS with online access to inventories, shipping information, and Return Merchandise Authority (RMAs). Vendor will provide a training tutorial with the State, at no charge, on how to utilize the benefits of the Cisco Commerce Workspace (CCW). Vendor's Single Point of Contact (SPOC) shall also provide email notifications of equipment delivery.

**Audits and Assessments** – Vendor shall, upon request by the State, provide periodic network assessments and annual security audit reports as described below.

Each year's report will be provided at three (3) intervals a year based on State Fiscal Years, 2nd Quarter, 3rd Quarter and 4th Quarter identified, respectively, as Preliminary Draft, Draft and Final Reports.

| | |
|---|---|
| **Preliminary Draft Report** | Submitted electronically with a goal of providing an initial review where the State and Vendor can work to redact or modify as appropriate and allow the State to remediate as possible. |
| **Draft Report** | Also submitted electronically. This report should not have any false positives and based on actions taken in response to the Preliminary Draft Report, should be relatively small. Vendor will recommend projects or outside help to address the items that the State was unable to remediate. |
| **Final Report** | This report is a final run through the report and after working with CMS staff electronically and via meetings, etc., will be provided via hard copy as well as electronically for annual reporting purposes. |

All reports will be provided via the methods described in the Internal Comprehensive Security Assessment and Comprehensive Security Assessment attached as Exhibit A

**Training Credits** – Vendor shall pass on to the State Cisco Training Credits which have been earned on all orders placed under this Contract.

**Training** – Vendor will provide Training on technologies, including but not limited to, 'Lunch and Learns', Credit based training and other advanced seminars or Training sessions associated with these technologies at no cost to the state.

**Transition Services** Vendor will provide, at no additional cost, transition services, specifically in regards to ordering and SmartNet.

This includes but is not limited to:

- Pre-sale Support including SMARTNet Coverage recommendations, software reviews and the associated quoting required.

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- Post-sale SMARTTracker tool and associated knowledge transfers to bring CMS Staff up to speed on the tool and associated best practices and CMS specific processes that can be used within the portal. This includes quarterly business reviews as required by CMS.
- An overall transition plan including the following:
  - Vendor will work with CMS and the local Cisco team to implement the transition plan using the following high level phases and tasks:
    - Due Diligence – review ongoing service, in progress projects and other critical items.
    - Pre-Transition – Based on due diligence, develop a future operations model to move the State to the new Vendor systems.
    - Plan Development, import all relevant SmartNet data and plan access to State's Total Care portal.
    - Build Phase, integrate and customize the State's E-Commerce Portal.
    - Test and Train Phase and then Go-Live and Stabilize – Vendor will work with the State to test, tweak, go live and modify as necessary to provide access to all of the tools work with access to data found during the the contract Implementation plan

Vendor will work with all vendors, CMS and Cisco to provide a smooth transition through:

- Implementation planning sessions
- Regular status meetings
- Documentation of orders in process and inflight projects for a clear division on which party is responsible until closure of outstanding purchase orders.
- Respect the State's business cycles
- Help manage third-party contracts
- Establish a change capability to coordinate resources, plans, and handovers of business operations
- Support business operations during implementation

**1.2 MILESTONES AND DELIVERABLES:** N/A.

**1.3 VENDOR / STAFF SPECIFICATIONS:** Vendor shall remain at a minimum a Cisco Gold Certified Partner throughout the term of this contract and any renewal options. Vendor shall provide a SPOC, at no charge, for purchasing equipment, managing the account, preparing quotes, evaluating orders technically before submission, etc . Vendor shall also make available the expertise of CCIE level technicians at no additional charge to the State.

**1.4 TRANSPORTATION AND DELIVERY:** Vendor shall provide "F.O.B. destination, freight prepaid and charged back" for all State and constituent ordered equipment. "F.O.B. destination, freight prepaid and charged back" is defined as Vendor pays the freight charges and adds to invoice, buyer bears freight charges, seller owns goods in transit, and seller files claims (if any). Therefore, Vendor shall have door-to-door responsibility for delivery of operational equipment and will be responsible for any claims resulting from damaged or defective goods.

**1.5 SUBCONTRACTING**

Subcontractors are allowed.

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For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of $50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

**1.5.1** Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: Veteran's Consulting, Inc.

  Amount to be paid: TBD

  Address: 1505 Daylilly Place, Springfield, IL 62712

  Description of work: TBD based on State's needs

- Subcontractor Name: Von Technologies LLC

  Amount to be paid: TBD

  Address: One Tower Lane, Suite 700, Oakbrook, IL 60181

  Description of work: TBD based on State's needs

- Subcontractor Name: Skyline ATS

  Amount to be paid: TBD

  Address: 9501 Technology Blvd. #350, Rosemont, IL 60018

  Description of work: Training the State on Cisco technology.

**1.5.2** All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

**1.5.3** If the annual value of any the subcontracts is more than $50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

**1.5.4** If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

**1.5.5** If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each

new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

**1.6 WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: State of Illinois

  Value of services performed at this location: To be determined

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## 2 PRICING

**2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.

**2.2 EXPENSES ALLOWED:** Expenses are not allowed.

**2.3 DISCOUNT:** The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice.

**2.4 VENDOR'S PRICING:** Attach additional pages if necessary.

2.4.1 Vendor's Price for the Initial Term:

| ICN Constituents | Hardware Equipment/Software % off MSRP | SmartNet Maintenance % of MSRP |
|---|---|---|
| K-12 Schools | 40% | 20% |
| Community Colleges | 43% | 27% |
| Colleges/Universities | 43% | 27% |
| Libraries | 40% | 20% |
| Museums | 42% | 20% |
| Healthcare Facilities | 39% | 18% |
| **Government State*** | 43.7% | 30% |
| Government Local | 40% | 18% |
| Other | 40% | 18% |

| | |
|---|---|
| **Cost of Annual Security Audit** | **$126,750.00 (not to exceed)** |

2.4.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency/University Formula for Determining Renewal Compensation: Same as Initial Term.

2.4.2.2 Vendor's Price for Renewal(s): Same as Initial Term

**2.5 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed $Click here to enter text without a formal amendment.

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## 3 TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of July 1, 2016 or date of CMS execution (whichever is later) to June 30, 2021. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL:**

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of five (5) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice which shall not be less than thirty (30) days. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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For termination due to any of the causes contained in this section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 **OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7

3.6 **SUSPENSION:** The State may suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

3.7 **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or CMS reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and CMS' election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated. Nothing in this section shall limit Vendor's right to seek a remedy in the Illinois Court of Claims for unpaid services or goods already delivered to the State under this Contract.

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# 4 STANDARD BUSINESS TERMS AND CONDITIONS

## 4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice on a per order basis.

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Send invoices to:

| | |
|---|---|
| Agency/University: | "Bill To" on each order |
| Attn: | "Bill To" on each order |
| Address: | "Bill To" on each order |
| City, State Zip | "Bill To" on each order |

4.2 **ASSIGNMENT**: This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

Upon written notice to the Vendor, CMS may transfer or assign to the Department of Innovation and Technology (DoIT) this contract, in whole or in part.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

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4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.8 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 **USE AND OWNERSHIP:** No work for hire is contemplated under this Contract.

4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, and employees from any and all finally awarded or settled costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, warranties, agreements; (b) any actual or alleged death or injury or for damage to any tangible, real or personal property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, or subcontractors; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. The obligation of Vendor under this Section is contingent on the State providing Vendor with: prompt written notice of the claim it receives

in writing, sole control over the defense or settlement, subject to the approval of the Illinois attorney general, and reasonable information and cooperation, at Vendor's expense. In the case of an action for intellectual property infringement, Vendor may, at its option and expense, either: (a) procure for the State the right to continue using the infringing services; (b) replace or modify the infringing services so as to make them non-infringing; or (c) return a portion of the fees paid for the infringing services based on five (5) year straight line amortization. Vendor shall have no liability or obligation to the State to the extent any claim is based upon and would but have occurred but for: (i) any combination of the infringing services with software, hardware or other materials not authorized by Vendor or; (ii) any addition to, or modification of, the infringing services made after delivery to the State by any party other than Vendor or a third party expressly authorized by Vendor to perform such addition or modification.

Neither Party shall be liable for indirect, incidental, special, consequential or punitive damages. Except for Vendor's indemnification obligations in this section or for damage to persons and property, Vendor's liability under this Contract shall not exceed the amount paid or payable for all orders under the Contract giving rise to the claim or $50,000, whichever is greater.

**4.11** **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance including the State as additionally insured under general liability insurance. Insurance may not be modified or canceled until at least 30 days' notice has been provided to the State by Vendor. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.12** **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

**4.13** **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14** **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15** **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

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4.16 **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.19 **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.20 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.21 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

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4.22 **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

4.23 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.24 **WARRANTIES FOR SUPPLIES AND SERVICES:**

4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the requirements and specifications in the contract. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. All product warranties originate with the manufacturer(s) and not Vendor. All other express and implied warranties are disclaimed, including those related to Third Party Services (meaning certain services other than services provided by Vendor, including, but not limited to, extended warranty service by manufacturers, (Smartnet) that are sold by Vendor as a distributor or sales agent). All product returns must be in accordance with Vendor's Return Policy.

4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy to the State copies of such warranties upon written request.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.26 **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.27. **SUPPLEMENTAL TERMS:**_Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.27.1 The procuring Agency and the State do not waive sovereign immunity;

4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

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4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

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# 5. SUPPLEMENTAL PROVISIONS

## 5.1. STATE SUPPLEMENTAL PROVISIONS

☐ Agency/University Definitions

Click here to enter text.

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

☐ Agency/University Specific Terms and Conditions

Click here to enter text.

☒ Other (describe)

Utilization Plan and Letter of Intent – Von Technologies

Utilization Plan Letter of Intent – Veteran's Consulting Inc.

## 5.2. VENDOR SUPPLEMENTAL PROVISIONS

Internal Comprehensive Security Assessment and Comprehensive Security Assessment attached as Exhibit A.

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# STATE OF ILLINOIS
# BUSINESS ENTERPRISE PROGRAM
# MINORITIES, FEMALES, PERSONS WITH DISABILITY
# PARTICIPATION AND UTILIZATION PLAN

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**For State Agency/State University Use Only**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP certified vendor). 30 ILCS 575.

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **BEP** participation goal of 10% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. **The availability of BEP certified vendors was determined using the following commodity/service codes; however Vendor is not required to rely solely upon these commodity/service codes in preparing the bid or offer:**

T1002000000 - VOICE / T1004000000 - WIRELESS / T1001000000 - DATA / E2101000000 - HARDWARE MAINTENANCE / E4501000000 - LAN HARDWARE. Consulting/design assistance and support to serve the needs of the CMS Enterprise, ICN backbone and constituent networks.

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**The BEP participation goal is applicable to all bids or offers.** In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

**At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a BEP certified vendor.**

**1.** If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by

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the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency/University.**

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency/University may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency/University in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

   **5.1.** The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

   **5.2.** A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**

   **5.3.** A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

      5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.

      5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is

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not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**5.4.** BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

**5.5.** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency/University shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Agency/University shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

**5.6.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

**Good Faith Effort Procedures:** Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid or offer submission. The Business Enterprise Council ("Council") or its delegate will consider the quality, quality and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that the Council or its delegate will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Council or its delegate may be relevant in appropriate cases.

**6.1.** In evaluating Vendor's good faith efforts, the Council or its delegate may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

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**6.2.** If the Council or its delegate determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.

**6.3.** If the Council or its delegate determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

**7.** **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

**7.1.** The Utilization Plan may not be amended after contract execution without the Agency/University's prior written approval.

**7.2.** **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency/University.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the BEP certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the BEP certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

**7.3.** Substitutions of a BEP certified vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the BEP certified vendor to honor the bid or proposal price or scope;

7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

7.3.6. Failure of the BEP certified vendor to meet insurance, licensing or bonding requirements;

7.3.7. The BEP certified vendor's withdrawal of its bid or offer; or

7.3.8. Loss of certification of the BEP certified vendor.

**7.4.** If it becomes necessary to substitute a BEP certified vendor Vendor must notify the Agency/University in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency/University shall notify the Council or its delegate of the request to substitute a BEP

certified vendor or change the Utilization Plan. The Agency/University will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

**7.5.** Where Vendor has established the basis for the substitution to the Agency/University's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor.

**7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency/University to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.

**7.7.** A new BEP certified vendor agreement must be executed and submitted to the Agency/University within five business days of Vendor's receipt of the Agency/University's approval for the substitution or other change.

**7.8.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency/University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/University shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

7.8.1. Vendor shall submit quarterly reports documenting its utilization of BEP certified vendors, including the amount of payments made to BEP certified vendors in each quarter. Quarterly reports shall be submitted to the designated BEP contact person on forms provided by the BEP Compliance Department.

7.8.2. Quarterly reporting periods shall be July 1 – September 30 (1st Quarter), October 1 – December 31 (2nd Quarter), January 1 – March 31 (3rd Quarter), and April 1 – June 30 (4th Quarter) of each fiscal year. Quarterly reports for the preceding quarter shall be due on or before the first day of each quarter.

7.8.3. Vendor's failure to submit quarterly reports shall constitute a material breach of this contract and may subject Vendor to the remedies and penalties described in Section 7.10.

**7.9.** The Agency/University will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency/University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

**7.10.** The Agency/University reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

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## UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed and submitted separately.**

CDW Government LLC (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for Cisco Equipment, Software and Services (RFP), Illinois Procurement Bulletin Reference Number 22038132. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate.

Vendor submits the following statement:

- [ ] Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- [x] Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- [ ] Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: Gus Monson Title: Executive Account Manager

Telephone: 877.681.3257 Email: gusm@cdw.com

### DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- [ ] Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

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☐ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

☐ Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.

☐ Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.

☐ Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.

☐ Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.

☐ Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.

☐ Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

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## GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document **all** contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. **Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

| Name of Certified BEP Vendor | Date | Method of Contact | Scope of Work Solicited | Reason Agreement Was Not Reached |
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# LETTER OF INTENT

## BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: Cisco Equipment, Software and Services Project/Solicitation Number: 22038132

Name of Prime Vendor: CDW Government LLC BEP/VSB Compliance Contact: Mark Key

Address: 230 N. Milwaukee Avenue

City: Vernon Hills State: Illinois Zip Code: 60061

Telephone: 312.705.4533 Fax: 312.752.3910 Email: ashlemm@cdw.com

Name of Certified ☒ BEP or ☐ VSB Vendor: Von Technologies

Address: One Tower Lane BEP/VSB Compliance Contact: Jordan Mikols

City: Woodridge State: IL Zip Code: 60181

Telephone: (313) 510-3630 Fax: Email: mikols.jordan@vontechnologies.com

Type of agreement: ☒ Services ☐ Supplies ☐ Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: Upon Award

Proposed 10 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known $ _____

***NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.***

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

Consulting/design assistance and support to serve the needs of the CMS Enterprise, ICN backbone and constituent networks. To the extent that the State orders consulting/design assistance services, the Parties will mutually agree upon a Statement of Work (SOW), which shall provide a detailed plan for completing the necessary services and shall outline the roles and responsibilities of the Parties to complete the services.

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified ☒ BEP ☐ VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A):

Signature

Print Name: Max W. Reed

Title: Vice President - Program Management

Date: 04/18/2016

Certified BEP/VSB Vendor (Company Name and D/B/A):

Signature

Print Name: Jordan Mikols

Title: Account Executive

Date: 4/18/2016

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# LETTER OF INTENT

## BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. **LOIs must be submitted with the bid/offer and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: Cisco Equipment, Software and Services Project/Solicitation Number: 22038132

Name of Prime Vendor: CDW Government LLC BEP/VSB Compliance Contact: Mark Key

Address: 230 North Milwaukee Avenue

City: Vernon Hills State: Illinois Zip Code: 60061

Telephone: 312.705.4533 Fax: 312.752.3910 Email: ashlemm@cdw.com

Name of Certified ☐ BEP or ☒ VSB Vendor: Veteran's Consulting INC

Address: 1505 Daylilly Place BEP/VSB Compliance Contact: Russ Kemple

City: Springfield State: Illinois Zip Code: 62712

Telephone: (217) 553-3613 Fax: Email: russ.kemple@hotmail.com

Type of agreement: ☒ Services ☐ Supplies ☐ Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: _____

Proposed 3 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known $ Not known

***NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.***

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

Commodity Code:20400 computer hardware and peripherals - all. Services pertaining to this commodity code outlined in the IFB and commodity code IFB. EE1101000000.

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified ☐ BEP ☒ VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A):

Signature

Print Name: Max W. Reed

Title: Vice President, Program Management

Date: April 19, 2016

Certified BEP/VSB Vendor (Company Name and D/B/A):

Signature

Print Name: RUSS A. KEMPLE

Title: President

Date: April 15, 2016

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## UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed and submitted separately.**

CDW Government LLC (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for **Cisco Equipment, Software and Services (RFP)**, Illinois Procurement Bulletin Reference Number 22038132. We understand that all subcontractors must be certified with the CMS Veteran Small Business Program at the time of submission of all bids/offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor submits the following statement:

- ☐ Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self-performance.
- ■ Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- ☐ Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: Gus Monson Title: Executive Account Manager

Telephone: 877.681.3257 Email gusm@cdw.com

### DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- ☐ Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

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- ☐ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

- ☐ Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.

- ☐ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

- ☐ Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.

- ☐ Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.

- ☐ Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.

- ☐ Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

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## GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

| Name of Certified VOSB/SDVOSB Vendor | Date | Method of Contact | Scope of Work Solicited | Reason Agreement Was Not Reached |
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|---|---|
| Estimate ID: | WH58873502GO |
| Estimate Name: | Village of Wheeling Gateways |
| Created On: | 23 Sep 2016 |
| Created By: | dragpack |
| Last Update On: | 27 Sep 2016 |
| Last Update By: | anthann@cdw.com |
| Main Currency: | USD |
| Price List: | Global Price List - US |

| Number | Item Name | Description | Duration | Time | Item | Qty | ListPrice | ListPrice | % | Price | Service Type |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Products** | | | | | | | | | | | |
| **1.0** | **WS-X4748-UPOE+E=** | Catalyst 4500E 48-Port UPOE 10/100/1000(RJ45) | N/A | 21 days | No | 8 | 8,995.00 | 71,960.00 | 41 | 42,456.40 | |
| **2.0** | **C1-CISCO4451/K9** | Cisco ONE ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM, IPB) | N/A | 14 days | No | 1 | 18,000.00 | 18,000.00 | 41 | 10,620.00 | |
| 2.1 | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m | N/A | 14 days | No | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.2 | SISR4400UK9-316S | Cisco ISR 4400 Series IOS XE Universal | N/A | 14 days | No | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.3 | SL-44-IPB-K9 | IP Base License for Cisco ISR 4400 Series | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.4 | PWR-4450-AC | AC Power Supply for Cisco ISR 4450 and ISR4350 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.5 | MEM-4400-DP-2G | 2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.6 | POE-COVER-4450 | Cover for empty POE slot on Cisco ISR 4450 | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.7 | SM-S-BLANK | Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.8 | NIM-BLANK | Blank faceplate for NIM slot on Cisco ISR 4400 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.9 | MEM-FLASH-8G | 8G Compact Flash Memory for Cisco ISR 4450 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.10 | NIM-4MFT-T1/E1 | 4 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module | N/A | 14 days | No | 2 | 4,400.00 | 8,800.00 | 41 | 5,192.00 | |
| 2.11 | PWR-4450-AC/2 | AC Power Supply (Secondary PS) for Cisco ISR 4450 | N/A | 14 days | No | 1 | 800.00 | 800.00 | 41 | 472.00 | |
| 2.12 | C1-SL-2500-AKC | Cisco ONE Promo LIC Akamai Connect for 2500 connection WAAS | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.13 | DNA-VOUCHER | Tracker Eligibility SKU for DNA Offers | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.14 | MEM-4400-8G | 8G DRAM (4G+4G) for Cisco ISR 4400, Spare | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.15 | C1F1PISR4400SK9 | Cisco ONE Foundation Perpetual License ISR 4400 | N/A | 21 days | No | 1 | 6,000.00 | 6,000.00 | 41 | 3,540.00 | |
| 2.16 | SL-44-SEC-K9 | Security License for Cisco ISR 4400 Series | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.17 | SL-44-APP-K9 | AppX License for Cisco ISR 4400 Series | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.18 | ISRWAAS-RTU-2500 | ISRWAAS RTU for 2500 connections | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.19 | VWAAS-RTU-2500 | VWAAS 2500 conns RTU for UCS-E on single ISR only | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.20 | C1-PI-LFAS-ISR-K9 | Cisco ONE PI Device License for LF, AS, & IWAN App for ISR | N/A | 21 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.21 | C1-NAM-60-VX10-K9 | Cisco ONE vNAM Software 6.0 and 150 Mbps License | N/A | 21 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.22 | C1-CEM-100-K9 | Cisco ONE Energy Management - 100 DO End Points | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.23 | C1-CAND-1 | Cisco ONE Connected Analytics Net Deployment -1 Dev Lic 1 YR | N/A | 21 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.24 | C1-LIC-VCM-1N | Cisco ONE Promo license to manage one WAAS node | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 2.25 | C1F1VISR4400S-02 | Tracker PID v02 Fnd Perpetual ISR4400S - no delivery | N/A | 21 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| **3.0** | **C1-CISCO4351/K9** | Cisco ONE ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB) | N/A | 21 days | No | 1 | 8,000.00 | 8,000.00 | 41 | 4,720.00 | |
| 3.1 | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m | N/A | 14 days | No | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.2 | SISR4300UK9-316S | Cisco ISR 4300 Series IOS XE Universal | N/A | 14 days | No | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.3 | C1AUPISR4350SK9 | Cisco ONE Advanced UC Perpetual License ISR 4351 | N/A | 21 days | No | 1 | 3,000.00 | 3,000.00 | 41 | 1,770.00 | |
| 3.4 | NIM-2FXS/4FXO | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module | N/A | 14 days | No | 1 | 1,400.00 | 1,400.00 | 41 | 826.00 | |
| 3.5 | MEM-4300-4G | 4G DRAM (2G+2G) for Cisco ISR 4330, 4350 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.6 | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.7 | FL-CME-SRST-25 | SRST-25 Seat License (CME uses CUCME Phone License ONLY) | N/A | 21 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.8 | SL-4350-IPB-K9 | IP Base License for Cisco ISR 4350 Series | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.9 | PWR-4450-AC | AC Power Supply for Cisco ISR 4450 and ISR4350 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.10 | FL-CUBEE-25 | Unified Border Element Enterprise License - 25 sessions | N/A | 21 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.11 | SL-4350-UC-K9 | Unified Communication License for Cisco ISR 4350 Series | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.12 | POE-COVER-4450 | Cover for empty POE slot on Cisco ISR 4450 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 3.13 | SM-X-NIM-ADPTR | SM-X Adapter for one NIM module for Cisco 4000 Series ISR | N/A | 14 days | No | 2 | 500.00 | 1,000.00 | 41 | 590.00 | |
| 3.14 | PVDM4-64 | 64-channel DSP module | N/A | 20 days | No | 1 | 3,400.00 | 3,400.00 | 41 | 2,006.00 | |
| 3.15 | NIM-2FXS/4FXO | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module | N/A | 14 days | No | 1 | 1,400.00 | 1,400.00 | 41 | 826.00 | |
| 3.16 | NIM-2FXS/4FXO | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module | N/A | 14 days | No | 1 | 1,400.00 | 1,400.00 | 41 | 826.00 | |
| 3.17 | NIM-4FXS | 4-Port Network Interface Module - FXS, FXS-E and DID | N/A | 42 days | No | 1 | 1,000.00 | 1,000.00 | 41 | 590.00 | |
| 3.18 | NIM-2MFT-T1/E1 | 2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module | N/A | 14 days | No | 1 | 2,200.00 | 2,200.00 | 41 | 1,298.00 | |
| 3.19 | PVDM4-64 | 64-channel DSP module | N/A | 20 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| **4.0** | **VG204XM** | Cisco VG204XM Analog Voice Gateway | N/A | 14 days | No | 1 | 1,295.00 | 1,295.00 | 41 | 764.05 | |
| 4.1 | SVG2XAISK9-15403M | Cisco VG20X Series IOS ADVANCED IP SERVICES | N/A | 14 days | No | 1 | 150.00 | 150.00 | 41 | 88.50 | |
| 4.2 | SVG2XIPV-15403M | Cisco VG20X Series IOS IP VOICE | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 4.3 | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m | N/A | 14 days | No | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 4.4 | CAB-ETH-S-RJ45 | Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 4.5 | PWR-30W-AC | Power Supply 30 Watt AC | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| **5.0** | **C1-CISCO4321/K9** | Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB) | N/A | 14 days | No | 2 | 1,995.00 | 3,990.00 | 41 | 2,354.10 | |
| 5.1 | SL-4320-IPB-K9 | IP Base License for Cisco ISR 4320 Series | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.2 | PWR-4320-AC | AC Power Supply for Cisco ISR 4320 | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.3 | CAB-AC-C5 | AC Power Cord, Type C5, US, Canada | N/A | 14 days | No | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.4 | MEM-4320-4G | 4G DRAM for Cisco ISR 4320 (Soldered on motherboard) | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.5 | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.6 | C1AUPISR4320SK9 | Cisco ONE Advanced UC Perpetual License ISR 4321 | N/A | 21 days | No | 2 | 1,100.00 | 2,200.00 | 41 | 1,298.00 | |
| 5.7 | SL-4320-UC-K9 | Unified Communication License for Cisco ISR 4320 Series | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.8 | FL-CME-SRST-25 | SRST-25 Seat License (CME uses CUCME Phone License ONLY) | N/A | 21 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.9 | FL-CUBEE-5 | Unified Border Element Enterprise License - 5 sessions | N/A | 21 days | Yes | 4 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.10 | SISR4300UK9-316S | Cisco ISR 4300 Series IOS XE Universal | N/A | 14 days | No | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 5.11 | NIM-1MFT-T1/E1 | 1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module | N/A | 14 days | No | 2 | 1,430.00 | 2,860.00 | 41 | 1,687.40 | |
| 5.12 | PVDM4-32 | 32-channel DSP module | N/A | 14 days | No | 2 | 1,700.00 | 3,400.00 | 41 | 2,006.00 | |
| 5.13 | NIM-2FXS/4FXO | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module | N/A | 14 days | No | 2 | 1,400.00 | 2,800.00 | 41 | 1,652.00 | |
| **6.0** | **C1-CISCO4321/K9** | Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB) | N/A | 14 days | No | 1 | 1,995.00 | 1,995.00 | 41 | 1,177.05 | |
| 6.1 | SL-4320-IPB-K9 | IP Base License for Cisco ISR 4320 Series | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.2 | PWR-4320-AC | AC Power Supply for Cisco ISR 4320 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.3 | CAB-AC-C5 | AC Power Cord, Type C5, US, Canada | N/A | 14 days | No | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.4 | MEM-4320-4G | 4G DRAM for Cisco ISR 4320 (Soldered on motherboard) | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.5 | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.6 | C1AUPISR4320SK9 | Cisco ONE Advanced UC Perpetual License ISR 4321 | N/A | 21 days | No | 1 | 1,100.00 | 1,100.00 | 41 | 649.00 | |
| 6.7 | SL-4320-UC-K9 | Unified Communication License for Cisco ISR 4320 Series | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.8 | FL-CME-SRST-25 | SRST-25 Seat License (CME uses CUCME Phone License ONLY) | N/A | 21 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.9 | FL-CUBEE-5 | Unified Border Element Enterprise License - 5 sessions | N/A | 21 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.10 | NIM-2MFT-T1/E1 | 2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module | N/A | 14 days | No | 1 | 2,200.00 | 2,200.00 | 41 | 1,298.00 | |
| 6.11 | SISR4300UK9-316S | Cisco ISR 4300 Series IOS XE Universal | N/A | 14 days | No | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 6.12 | NIM-2FXS/4FXO | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module | N/A | 14 days | No | 1 | 1,400.00 | 1,400.00 | 41 | 826.00 | |
| **7.0** | **C1-CISCO4321/K9** | Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB) | N/A | 14 days | No | 2 | 1,995.00 | 3,990.00 | 41 | 2,354.10 | |
| 7.1 | SL-4320-IPB-K9 | IP Base License for Cisco ISR 4320 Series | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.2 | PWR-4320-AC | AC Power Supply for Cisco ISR 4320 | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.3 | CAB-AC-C5 | AC Power Cord, Type C5, US, Canada | N/A | 14 days | No | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.4 | MEM-4320-4G | 4G DRAM for Cisco ISR 4320 (Soldered on motherboard) | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.5 | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.6 | C1AUPISR4320SK9 | Cisco ONE Advanced UC Perpetual License ISR 4321 | N/A | 21 days | No | 2 | 1,100.00 | 2,200.00 | 41 | 1,298.00 | |
| 7.7 | SL-4320-UC-K9 | Unified Communication License for Cisco ISR 4320 Series | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.8 | FL-CME-SRST-25 | SRST-25 Seat License (CME uses CUCME Phone License ONLY) | N/A | 21 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.9 | FL-CUBEE-5 | Unified Border Element Enterprise License - 5 sessions | N/A | 21 days | Yes | 4 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.10 | SISR4300UK9-316S | Cisco ISR 4300 Series IOS XE Universal | N/A | 14 days | No | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 7.11 | NIM-2FXS/4FXO | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module | N/A | 14 days | No | 2 | 1,400.00 | 2,800.00 | 41 | 1,652.00 | |
| 7.12 | NIM-2MFT-T1/E1 | 2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module | N/A | 14 days | No | 2 | 2,200.00 | 4,400.00 | 41 | 2,596.00 | |
| 7.13 | PVDM4-64 | 64-channel DSP module | N/A | 20 days | No | 2 | 3,400.00 | 6,800.00 | 41 | 4,012.00 | |
| **8.0** | **ISR4451-X/K9** | Cisco ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM) | N/A | 14 days | No | 1 | 18,000.00 | 18,000.00 | 41 | 10,620.00 | |
| 8.1 | SL-44-IPB-K9 | IP Base License for Cisco ISR 4400 Series | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.2 | NIM-2MFT-T1/E1 | 2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module | N/A | 14 days | No | 2 | 2,200.00 | 4,400.00 | 41 | 2,596.00 | |
| 8.3 | PWR-4450-AC | AC Power Supply for Cisco ISR 4450 and ISR4350 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.4 | PWR-4450-AC/2 | AC Power Supply (Secondary PS) for Cisco ISR 4450 | N/A | 14 days | No | 1 | 800.00 | 800.00 | 41 | 472.00 | |
| 8.5 | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m | N/A | 14 days | No | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.6 | MEM-4400-DP-2G | 2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.7 | POE-COVER-4450 | Cover for empty POE slot on Cisco ISR 4450 | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.8 | NIM-BLANK | Blank faceplate for NIM slot on Cisco ISR 4400 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.9 | MEM-4400-4G | 4G DRAM (2G+2G) for Cisco ISR 4400 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.10 | SM-S-BLANK | Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR | N/A | 14 days | Yes | 2 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.11 | MEM-FLASH-8G | 8G Compact Flash Memory for Cisco ISR 4450 | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| 8.12 | SISR4400UK9-313S | Cisco ISR 4400 Series IOS XE Universal | N/A | 14 days | Yes | 1 | 0.00 | 0.00 | 0 | 0.00 | |
| **9.0** | **WS-C2960XR-48FPD-I** | Catalyst 2960-XR 48 GigE PoE 740W, 2 x 10G SFP+, IP Lite | N/A | 15 days | No | 2 | 11,095.00 | 22,190.00 | 41 | 13,092.10 | |
| 9.1 | CAB-TA-NA | North America AC Type A Power Cable | N/A | 14 days | No | 3 | 0.00 | 0.00 | 0 | 0.00 | |
| **10.0** | **SFP-10G-LRM=** | 10GBASE-LRM SFP Module | N/A | 14 days | No | 10 | 995.00 | 9,950.00 | 41 | 5,870.50 | |
| | | | | | | | | **Products SubTotal** | | **134,095.20** | |
| **Services** | | | | | | | | | | | |
| 2.0.1 | CON-SNT-C14451K9 | SNTC-8X5XNBD C1 ISR 4451 (4GE,3NIM,2SM,8G FLASH) | 12.0 month(s) | N/A | No | 1 | 1,800.00 | 1,800.00 | 40 | 1,080.00 | PRIMARYSERVICE |
| 2.15.0.1 | CON-ECMU-C1F1PISR | SWSS UPGRADES Cisco ONE Foundation Perpetual License I | 12.0 month(s) | N/A | No | 1 | 800.00 | 800.00 | 40 | 480.00 | PRIMARYSERVICE |
| 3.3.0.1 | CON-ECMU-C1A4350S | SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4351 | 12.0 month(s) | N/A | No | 1 | 450.00 | 450.00 | 40 | 270.00 | PRIMARYSERVICE |
| 3.0.1 | CON-SNTP-C14351K9 | SNTC-24X7X4 C1 ISR 4351 (3GE,3NIM,2SM,4G FLASH) | 12.0 month(s) | N/A | No | 1 | 1,814.00 | 1,814.00 | 40 | 1,088.40 | PRIMARYSERVICE |
| 4.0.1 | CON-SNT-VG204XM | SNTC-8X5XNBD Cisco VG204 Analog V | 12.0 month(s) | N/A | No | 1 | 104.00 | 104.00 | 40 | 62.40 | PRIMARYSERVICE |
| 5.0.1 | CON-SNT-C14321K9 | SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) | 12.0 month(s) | N/A | No | 2 | 229.00 | 458.00 | 40 | 274.80 | PRIMARYSERVICE |
| 5.6.0.1 | CON-ECMU-C1A4320S | SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 | 12.0 month(s) | N/A | No | 2 | 165.00 | 330.00 | 40 | 198.00 | PRIMARYSERVICE |
| 6.0.1 | CON-SNT-C14321K9 | SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) | 12.0 month(s) | N/A | No | 1 | 229.00 | 229.00 | 40 | 137.40 | PRIMARYSERVICE |
| 6.6.0.1 | CON-ECMU-C1A4320S | SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 | 12.0 month(s) | N/A | No | 1 | 165.00 | 165.00 | 40 | 99.00 | PRIMARYSERVICE |
| 7.0.1 | CON-SNT-C14321K9 | SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) | 12.0 month(s) | N/A | No | 2 | 229.00 | 458.00 | 40 | 274.80 | PRIMARYSERVICE |
| 7.6.0.1 | CON-ECMU-C1A4320S | SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 | 12.0 month(s) | N/A | No | 2 | 165.00 | 330.00 | 40 | 198.00 | PRIMARYSERVICE |
| 8.0.1 | CON-SNT-ISR45XK9 | SNTC-8X5XNBD Cisco ISR4451 (4GE,3 | 12.0 month(s) | N/A | No | 1 | 1,854.00 | 1,854.00 | 40 | 1,112.40 | PRIMARYSERVICE |
| | | | | | | | | **Services SubTotal** | | **5,275.20** | |
| | | | | | | | | **Estimate Total** | | **139,370.40** | |
| | | | | | | | | **Professional Services Estimate** | | **0.00** | |
| | | | | | | | | **Project Total** | | **139,370.40** | |

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Return to Agenda

# VILLAGE OF WHEELING
## LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** 13.H
*(To be inserted by Deputy Clerk)*

| | |
|---|---|
| **DATE OF BOARD MEETING:** | October 17, 2016 |
| **TITLE OF ITEM SUBMITTED:** | DISCUSSION RE: Fresh Farms Tax Increment Financing (TIF) Note |
| **SUBMITTED BY:** | Michael Mondschain, Director of Finance |
| **BASIC DESCRIPTION OF ITEM[1]:** | In 2010, the Village Board approved a redevelopment agreement (RDA) with the developer of the Fresh Farms property which required the issuance of a tax-exempt $3.5 million Tax Increment Financing Note. Staff recommends that the Village pay the note off early with funds from one or more other TIF Districts in order to reduce interest costs and make available approximately $200,000 in sales tax revenue (annually) in the General Fund. |
| **BUDGET[2]:** | N/A |
| **BIDDING[3]:** | N/A |
| **RECOMMENDATION:** | N/A |
| **SUBMITTED FOR BOARD DISCUSSION:** | **VILLAGE MANAGER** |

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*