



VILLAGE OF PALATINE
VILLAGE HALL - COUNCIL CHAMBERS
200 E. WOOD STREET
PALATINE, IL 60067-5339 – (847) 359-9050
<http://www.palatine.il.us>

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

FEBRUARY 3, 2020

Regular Meeting

7:00 PM

I. ROLL CALL – Time: 7:10 PM

Attendee Name	Title	Status	Arrived
Jim Schwantz	Mayor	Present	
Tim Millar	District 1 Councilman	Present	
Scott Lamerand	District 2 Councilman	Present	
Doug Myslinski	District 3 Councilman	Absent	
Greg Solberg	District 4 Councilman	Present	
Kollin Kozlowski	District 5 Councilman	Present	
Brad Helms	District 6 Councilman	Present	

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Mike Jacobs, Village Attorney Patrick Brankin, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Fire Chief Scott Andersen, IT Director Larry Schroth, Director of Finance Paul Mehring, Director of Community Services Harry Spila, Police Chief Dave Daigle, Jeremy Smith IT Administrator, Deputy Clerk Doris Sadik and Customer Service Representative Vicki Cox

II. PLEDGE TO THE FLAG – Time: 7:10 PM

Mayor Schwantz invited everyone to stand and join him in the Pledge to the Flag.

III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - January 20, 2020
- **Accepted**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

IV. MAYOR'S REPORT

1. As Submitted -

Nothing was submitted.

V. RECESS TO THE COMMITTEE OF THE WHOLE

Recess to Committee of the Whole - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

VI. COMMITTEE OF THE WHOLE**A. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:12 PM**

SCOTT LAMERAND, CHAIRMAN

1. 1150 W. Euclid Avenue (Council District: Two):
The motion was to approve Items A. and B.

Village Manager Reid Ottesen explained the new property owners, operators of Four Star Tool, Inc., Crystal Die and Mold, Inc., and JDI Plastics, Inc are seeking to occupy the former National Technical Systems (NTS) building on 4.75 acres, and request approval of a Minor Planned Development Amendment. Robotics will work after hours in a very quiet operation, with no expulsion of gases or smells. The Petitioner intends to maintain the existing exterior glass façade, upgrade the parking areas and existing driveways, improve access, parking and loading docks. The Petitioner is seeking the County's 6B tax designation. Staff recommends approval of the planned development amendment and the resolution of support for the County's 6B designation.

Mayor Schwantz asked if any remediation is necessary prior to occupancy.

Mike Biangardi, Palatine, and Jeff Walker, Wheaton, addressed the Council. Walker stated that there are no environmental issues on the property.

Councilman Millar suggested that Harper College may be a valued source for employees.

Peggy Bandemer, representing the Peregrine Lake Estates West homeowners association adjacent to the subject property, expressed concern for the impact on their residents and their view of the proposed additional parking.

Ottesen responded that area noise is only birds; having inspected the Rolling Meadows facility, there is no smell, at all. Bandemer is just working to protect residents to the east of the building in Peregrine Lake Estates West.

Walker stated that as the property flairs east; parking will expand on the east for customers and clients to park near the front door.

Bandemer stated the Homeowners would prefer trees and landscaping.

Ottesen offered a meeting with nearest homeowners to work to meet their needs, stating the Village is committed.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

- A. Consider an Ordinance Approving a Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 to Allow a New Owner/Operator to Occupy the Existing Building at 1150 W. Euclid Avenue - **Approved** (Council District: Two)
 - B. Consider a Resolution of Support for the Filing of a 6B Cook County Tax Classification for the Property Located at 1150 W. Euclid Avenue - **Adopted by Voice Vote** (Council District: Two)
2. As Submitted -

Nothing was submitted.

B. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:23 PM

DOUG MYSLINSKI, CHAIRMAN

1. Consider an Ordinance Granting Site Plan Approval to Allow a New Warehouse/Distribution Building at 317 S. Hicks Road - **Motion Carried by Voice Vote** (Council District: Six)

Planning & Zoning Director Ben Vyverberg presented the Petitioner's request for a Site Plan Review for a 162,000 square foot spec warehouse/distribution building with related improvements complying with the Village's applicable Code requirements. A traffic study concludes there is sufficient capacity to accommodate the proposed use and recommends the southern access drive be under stop sign control. Staff recommends site plan approval. Trucks will be lined up on the canopy on the south side of the building.

Councilman Millar asked about the queuing of vehicles.

Brian Quigley, Mt. Prospect, addressed the proximity of vehicles queued next to the street.

Eric Russel, KLOA a traffic study company, stated the image shows the maximum stacking, to indicate the area for staging from 8 to 10:30 AM and 12:30 to 2:00 PM.

Millar warned about train tracks and school bus schedules. Russel stated they plan for those challenges by timing after rush hour and before evening rush hour; after school busses and before the end of the school day.

A landscaping plan has been developed.

In response to Councilman Kozlowski, Quigley stated that the intended user has requested that the site provide vaulted underground detention, for the entire site, at a considerable cost.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Jim Schwantz, Mayor
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. Consider a Resolution Authorizing a Waiver of the Village's Code of Ordinances to Permit St. Mary's Services to Host a 'Queen of Hearts' Raffle at Tap House Grill, 56 W. Wilson Street - **Refer to Staff** (Council District: Six)

Deputy Village Manager Mike Jacobs presented St. Mary's Services (d/b/a Hopeful Beginnings), located at 510 N. Plum Grove Road, proposal of a Queen of Hearts raffle event to be held at Tap House Grill in 2020. The net proceeds from this raffle will be used to continue to serve and counsel their clients. Village Code states: "A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this Section." While this restriction was previously consistent with the State's regulations, the State has amended their statutes to eliminate this requirement. Due to these circumstances, the Petitioner is requesting a waiver from the Village's applicable regulations for this proposed event. As this type of raffle can continue for an extended period of time (depending on when winner is selected), the Petitioner is requesting a maximum time frame of 6 months. Tap House Grill would not benefit from any monies derived from the raffle. Action is at the discretion of the Council.

Mayor Schwantz asked if the Legion Hall could do this by right--the kicker is the private entity hosting in a public venue. Mayor Schwantz stated this is uncharted territory, and could open the door to many more.

Councilman Kozlowski clarified that our code did not change with the state. This one event would begin and end before another could begin again.

Councilman Helms fears the flood gates opening for many more lotteries such as this. He is not comfortable.

If Council is in favor of such a thing, staff should be directed to draft guidelines.

Councilman Solberg asked to hear from the petitioner, but agrees with Councilman Helms.

Village Manager Reid Ottesen stated the governor signed this last July. A casino night is one night. This is different--it is an ongoing lottery. It needs policy discussion.

Mayor Schwantz clarified that we have no policy for Legion raffles. We could have policy limiting numbers.

Office Manager Cathy Paglia and Executive Director Joanne Bratta responded to questioning. Ms. Bratta stated that Arlington Heights and Rolling Meadows have hosted such events.

Mayor Schwantz suggested contacting American Legion or suggested hosting a Casino Night.

Councilman Solberg asked for direction from staff, offering the choice to table or to vote against the motion.

Ottesen stated Staff could have policy by next month.

Councilman Millar favored considering other policies.

Councilman Lamerand, seconded by Councilman Kozlowski, offered a substitute motion to refer back to staff.

RESULT:	REFER TO STAFF [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

3. As Submitted -

Nothing was submitted.

C. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:49 PM*KOLLIN KOZLOWSKI, CHAIRMAN*

1. Consider a Motion Authorizing the Mayor to Execute a License Agreement to Allow a Light and Fence in a Portion of the Garden Avenue Public Right-of-Way - **Approved by Voice Vote** (Council District: Three)

Public Works Director Matt Barry explained the developer of the Ayreshire subdivision removed fencing and a coach light at 321 E. Garden to install the public storm sewer on Garden Avenue and would like to reinstall them at the homeowner's request, requiring a License Agreement. Staff recommends executing the License Agreement, subject to review by the Village Attorney, for a portion of the right-of-way adjacent to 321 E. Garden Avenue.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. Consider a Motion Waiving the Bidding Requirements and Authorizing the Village Manager to Negotiate a Contract with John Neri Construction Company for an Emergency Culvert Replacement on Lynda Drive - **Approved by Voice Vote** (Council District: Three)

Public Works Director Matt Barry explained this summer the Village of Palatine installed new water mains in various locations throughout the Village. On Lynda Drive, the new water main was directionally drilled at approximately 4-feet below a road culvert pipe. During final inspections, the existing culvert bottom was found to have failed as a result of the water main installation and is now heaved approximately 12" above the bottom of the creek floor. Due to the impact, the existing condition would cause to creek operation in snow melt or severe rains, an emergency replacement is recommended. The contractor who installed the water main estimated the repair cost at \$156,215. Two additional estimates range from \$104,442 to \$80,573. Staff recommends the formal bid process be waived and the Village Manager be authorized to execute a contract with John Neri Construction in the amount of \$80,537 using available Water capital funds.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Jim Schwantz, Mayor
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

3. As Submitted -

Nothing was submitted.

D. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time:

7:52 PM

TIM MILLAR, CHAIRMAN

1. Consider an Ordinance Approving a Cable Television Franchise Agreement Between Comcast of Illinois VI, LLC and the Village of Palatine - **Motion Carried by Voice Vote**

Deputy Village Manager Mike Jacobs explained in 2009, the Village of Palatine, with Hoffman Estates, Rolling Meadows, Elk Grove Village, and Buffalo Grove, approved a renewed 10-year franchise agreement (“Agreement”) with Comcast of Illinois VI, LLC. In 2019, these municipalities once again negotiated with Comcast for a renewed 10-year cable franchise agreement. The Village's franchise fee will remain at 5% of Gross revenues. There are plans to broadcast local programming in HD. Staff recommends approval. This agreement provides that the Village could pass on the cost of broadcast equipment to subscribers.

Mayor Schwantz confirmed that this is not an exclusive. Any other company is welcome to come to Palatine.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Brad Helms, District 6 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. As Submitted -

Nothing was submitted.

E. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:56 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:56 PM

BRAD HELMS, CHAIRMAN

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:56 PM**Reconvene the Village Council Meeting - Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Solberg, District 4 Councilman
SECONDER:	Brad Helms, District 6 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

VIII. CONSENT AGENDA

All items are considered to be routine by the Village Council and will be enacted by one motion, with waiver of first reading. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

RESULT:	ADOPTED BY ROLL CALL [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

1. Consider a Motion to Approve 2020 Warrant #3 - **Approved**
2. Consider an Ordinance Approving a Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 to Allow a New Owner/Operator to Occupy the Existing Building at 1150 W. Euclid Avenue - **Approved** (Council District: Two)

Ordinance #O-8-20
3. Consider a Resolution of Support for the Filing of a 6B Cook County Tax Classification for the Property Located at 1150 W. Euclid Avenue - **Adopted by Roll Call** (Council District: Two)

Resolution #R-3-20
4. Consider an Ordinance Granting Site Plan Approval to Allow a New Warehouse/Distribution Building at 317 S. Hicks Road - **Approved** (Council District: Six)

Ordinance #O-9-20
5. Consider a Motion Authorizing the Mayor to Execute a License Agreement to Allow a Light and Fence in a Portion of the Garden Avenue Public Right-of-Way - **Approved** (Council District: Three)

6. Consider a Motion Waiving the Bidding Requirements and Authorizing the Village Manager to Negotiate a Contract with John Neri Construction Company for an Emergency Culvert Replacement on Lynda Drive - **Approved** (Council District: Three)

7. Consider an Ordinance Approving a Cable Television Franchise Agreement Between Comcast of Illinois VI, LLC and the Village of Palatine - **Approved**

Ordinance #O-10-20

8. Consider an Ordinance Approving an Amended and Restated Water Supply Contract Between Northwest Water Commission and Arlington Heights, Buffalo Grove, Palatine and Wheeling - **Approved**

Ordinance #O-11-20

IX. REPORTS OF STANDING COMMITTEE

- A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE** – Time: 7:57 PM

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

- B. BUSINESS FINANCE & BUDGET COMMITTEE** – Time: 7:57 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

- C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE** – Time: 7:57 PM

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

No Report

- D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE** – Time: 7:57 PM

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:57 PM*KOLLIN KOZLOWSKI, CHAIRMAN*

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:57 PM*DOUG MYSLINSKI, CHAIRMAN*

1. Consider a Resolution Authorizing a Waiver of the Village's Code of Ordinances to Permit St. Mary's Services to Host a 'Queen of Hearts' Raffle at Tap House Grill, 56 W. Wilson Street - **Refer to Staff** (Council District: Six)

This item was previously discussed this evening during the Police Policy & Code Services Committee meeting where it was referred back to staff

RESULT:	REFER TO STAFF
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2. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS**A. VILLAGE MANAGER – Time: 7:58 PM**

1. As Submitted -

No Report

B. VILLAGE CLERK – Time: 7:58 PM

1. As Submitted -

No Report

C. VILLAGE ATTORNEY – Time: 7:58 PM

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE

No one came forward.

XIII.ADJOURNMENT – Time: 7:58 PM

Adjourn the Village Council Meeting - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

SUBMITTED BY:

Margaret R. Duer
Village Clerk



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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

JANUARY 20, 2020

Regular Meeting

7:00 PM

I. ROLL CALL – Time: 7:00 PM

Attendee Name	Title	Status	Arrived
Jim Schwantz	Mayor	Present	
Tim Millar	District 1 Councilman	Present	
Scott Lamerand	District 2 Councilman	Present	
Doug Myslinski	District 3 Councilman	Present	
Greg Solberg	District 4 Councilman	Present	
Kollin Kozlowski	District 5 Councilman	Present	
Brad Helms	District 6 Councilman	Present	

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Mike Jacobs, Village Attorney Patrick Brankin, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Fire Chief Scott Andersen, Deputy Fire Chief Patrick Gratziana, IT Director Larry Schroth, Director of Finance Paul Mehring, Director of Community Services Harry Spila, Director of Human Resources Pam Jackson, Police Chief Dave Daigle and Communication & Special Events Coordinator Susan Storelli

II. PLEDGE TO THE FLAG

Mayor Schwantz invited everyone to stand and join him in the Pledge to the Flag.

III. APPROVAL OF MINUTES

- Village Council & Committee of the Whole - Regular Meeting - January 6, 2020 - **Accepted**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

Minutes Acceptance: Minutes of Jan 20, 2020 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT

1. As Submitted -

Mayor Schwantz announced upcoming events:

Saturday January 25: 5PM-7:30PM
Knights of Columbus Spaghetti Dinner
St. Theresa Church – Lower Dolan Center

Saturday February 1: 8AM-Noon
3rs Annual Ice Fishing Derby
Twin Lakes

Sunday February 2: 10AM-1PM
Quest Academy Admissions Open House
Quest Academy

V. RECESS TO THE COMMITTEE OF THE WHOLE

Recess to Committee of the Whole - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

VI. COMMITTEE OF THE WHOLE

A. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider a Resolution of Support for the Widening of Quentin Road, Between Lake Cook Road and Dundee Road - **Adopted by Voice Vote** (Council District: One)

Village Manager Reid Ottesen reported since the 1980s, the Cook County Department of Transportation and Highways (CCDOTH) has widened sections of Quentin Road (from Algonquin Road to Dundee Road). The last section between Lake Cook Road and Dundee Road remains. For thirteen years, the CCDOTH has been completing the Phase 1 engineering for this section. The Village passed two Resolutions urging the CCDOTH to widen this section of Quentin Road to 4 lanes, first in 1996 and again in 2007. A Resolution reaffirming both previous Resolutions is prepared for consideration and Staff recommends approval.

Ottesen stated that the conflict holding this project up is between the Cook County Forest Preserve and Cook County Department of Transportation and Highways.

Mayor Schwantz confirmed that all Resolutions support widening Quentin to 4 lanes.

Councilman Millar supports the basis for safety provided by 4 lanes.

Ami Rajpurkar, President of Dunhaven Woods West, and Eric Wasowicz, President of Dunhaven Woods East, both support the 4 lane proposal for safety.

Mayor Schwantz noted that, out of necessity, the Dunhaven Woods residents have devised a light system signaling fellow residents when it is safe to pull out onto Quentin.

Ottesen stated the Village is in receipt of a dozen emails supporting the 4 lane widening of Quentin Road.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Jim Schwantz, Mayor
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. As Submitted -

Nothing was submitted.

B. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:10 PM

DOUG MYSLINSKI, CHAIRMAN

1. Consider an Ordinance Transferring an Existing Special Use Ordinance for an Automobile Service Station and Mart (Clark Gas Station) at 802 W. Palatine Road - **Motion Carried by Voice Vote** (Council District: One)

Director of Planning and Zoning Ben Vyveberg presented the request of Mohammed Munaf, of Palatine Oil, Inc. for a transfer of the Special Use for the Clark Gas Station to permit continued operation of the business at 802 W. Palatine Road. The Petitioner intends to apply for building permits later this year for interior renovations including the sale of food, coffee, and other related items not currently included under their food dealer license. These changes would be reviewed through the building/environmental health permit process and would not, as proposed, impact the existing Special Use. Staff recommends approval.

Councilman Millar asked for confirmation that the station's paved areas are wide enough for safe vehicular mobility.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. Consider an Ordinance Transferring Special Use Ordinance #O-120-18 to Permit the Continued Operation of a Restaurant at 1280 E. Dundee Road - **Motion Carried by Voice Vote** (Council District: Five)

Director of Planning & Zoning Ben Vyverberg presented Double L International Management LLC's request for a transfer of the existing Special Use for the existing Dream Place restaurant, in operation since 2018, to permit the continued operation of the restaurant at 1280 E. Dundee Road, originally approved in 2018 (Ordinance #O-120-18), then transferred in 2019 (Ordinance #O-055-19). This transfer will vest ownership of the restaurant with 2 of the 3 existing owners. Staff recommends approval.

Jaime Rayes, District 6 resident, wondered why this business needs to come forward for a Special Use without requirement to improve surrounding area.

Vyverberg noted that the building improvements took place with the expansion, but the landscaping did not happen.

Rayes asked for visual improvement.

Village Manager Reid Ottesen stated it was conforming with Cook County at the time it was developed. A new development would come under Village requirements, but having been developed under Cook County, it was annexed as is.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Jim Schwantz, Mayor
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

3. As Submitted -

Nothing was submitted.

C. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:17 PM*BRAD HELMS, CHAIRMAN*

1. Consider a Motion to Approve Items Related to the Village of Palatine's 2020 Downtown Street Fest - **Approved by Voice Vote** (Council District: Six)

Communication & Special Events Coordinator Susan Storelli reported The Village of Palatine will be holding its annual Street Fest on August 28-30, 2020. The Village is seeking approval of actions in conjunction with the proposed event, including authorizing the Village Manager to enter into contracts/agreements related to the 2020 Downtown Palatine Street Fest, including utilizing Ravenswood/Duff Entertainment as the event's coordinator and 5 additional internal requests similar to those approved last year. Staff recommends approval of the 2020 Downtown Palatine Street Fest and related components.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. Presentation Regarding the 2020 Census -

Communication & Special Events Coordinator Susan Storelli reported on the 2020 Census Day, April 1, 2020, when each home will receive an invitation to respond to a short questionnaire on-line, by phone, or by mail. The Census provides critical data that law makers, business owners, and many others use to support our community. She encouraged everyone to participate in the Census by completing the questionnaires and announced a meeting at Village Hall, Wednesday, January 22, at 1:00 and again at 3:00 covering Census details and employment possibilities.

Village Manager Reid Ottesen emphasized the importance of the Census, allowing the Village and other governmental bodies to keep taxes down. Every year, billions of dollars in Federal funds are provided for hospitals, fire departments, schools, roads, and other resources based on Census data. In 2019, the Village alone received \$12 million. The results of the Census also determine the number of seats each State will have in the U.S. House of Representatives, and they are used to draw Congressional and State Legislative Districts.

3. Consider a Motion Authorizing the Village Manger to Purchase a Replacement Fire Engine - **Approved by Voice Vote**

Fire Chief Scott Andersen reported consistent with the Village's approved

2020 Capital Budget, the Fire Department is due to purchase a new engine to replace an aging one. The projected service life of an engine is ten years front line and eight years in reserve. Funding of \$645,000 is available in the 2020 Budget. In 2018, the Fire Department's 'New Engine' committee, along with Public Works' vehicle maintenance staff, researched manufacturers and recommended the purchase of a Pierce Enforcer fire engine. In 2019, the same group recommended the purchase of a 2020 Pierce Enforcer fire engine through MacQueen Emergency Group utilizing the HGAC joint purchasing program. Due to the close proximity of new engine build dates, and the very favorable 1-year service history of the 2018 Pierce as compared to the Department's 2012 Crimson and 2015 Ferrara fire engines, Staff recommends waiving the formal bid process, utilizing the HGAC joint purchasing program, and purchasing a 2020 Pierce Enforcer fire engine for an amount not to exceed \$619,700, with an additional \$18,908.65 for associated outfitting costs.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

4. As Submitted -

Nothing was submitted.

D. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:24 PM

TIM MILLAR, CHAIRMAN

1. As Submitted -

Nothing was submitted.

E. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:25 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:25 PM

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING

Reconvene the Village Council Meeting - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

VIII. CONSENT AGENDA

All items are considered to be routine by the Village Council and will be enacted by one motion, with waiver of first reading. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

RESULT:	ADOPTED BY ROLL CALL [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

1. Consider a Motion to Approve 2020 Warrant #2 - **Approved**
2. Consider a Resolution of Support for the Widening of Quentin Road, Between Lake Cook Road and Dundee Road - **Adopted by Roll Call** (Council District: One)

Resolution #R-2-20
3. Consider an Ordinance Transferring an Existing Special Use Ordinance for an Automobile Service Station and Mart (Clark Gas Station) at 802 W. Palatine Road - **Approved** (Council District: One)

Ordinance #O-6-20
4. Consider an Ordinance Transferring Special Use Ordinance #O-120-18 to Permit the Continued Operation of a Restaurant at 1280 E. Dundee Road - **Approved** (Council District: Five)

Ordinance #O-7-20
5. Consider a Motion to Approve Items Related to the Village of Palatine's 2020 Downtown Street Fest - **Approved** (Council District: Six)
6. Consider a Motion Authorizing the Village Manger to Purchase a Replacement Fire Engine - **Approved**

IX. REPORTS OF STANDING COMMITTEE**A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time:**

7:26 PM

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:26 PM*GREG SOLBERG, CHAIRMAN*

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:26 PM*SCOTT LAMERAND, CHAIRMAN*

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:26 PM*BRAD HELMS, CHAIRMAN*

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:26 PM*KOLLIN KOZLOWSKI, CHAIRMAN*

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:26 PM*DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

No Report

Minutes Acceptance: Minutes of Jan 20, 2020 7:00 PM (APPROVAL OF MINUTES)

X. REPORTS OF THE VILLAGE OFFICERS – Time: 7:26 PM**A. VILLAGE MANAGER – Time: 7:26 PM**

1. As Submitted -

No Report

B. VILLAGE CLERK – Time: 7:26 PM

1. As Submitted -

No Report

C. VILLAGE ATTORNEY – Time: 7:26 PM

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED – Time: 7:26 PM

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE – Time: 7:26 PM

Jaime Rayes commented on walkability in District 6 where there is a great potential, but suggested the corner of Palatine Road and Northwest Highway could have improved pedestrian signalization along with other intersections along Northwest Highway.

XIII. ADJOURNMENT – Time: 7:29 PM

Adjourn the Village Council Meeting - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Consider an Ordinance Approving a Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 to Allow a New Owner/Operator to Occupy the Existing Building at 1150 W. Euclid Avenue

BACKGROUND: The Subject Property, consisting of approximately 4.75 acres, contains the former NTS (National Technical Systems) building and related improvements. A new business, with specific business operations, would like to occupy the building. Therefore, the Petitioner is requesting approval of the following:

Minor Planned Development Amendment to Planned Development Ordinance #O-70-84

KEY ISSUES:

- The Subject Property, zoned Planned Development, was initially developed for Fluke Manufacturing in August 1984. It was subsequently acquired and operated by Trace Labs. In 2015, Trace Labs was acquired by National Testing Services, which ultimately relocated and ceased its operations at this location. The existing building has remained vacant and unoccupied since that time.
- The Petitioner, owner and operator of several related businesses (Four Star Tool, Inc., Crystal Die and Mold, Inc., and JDI Plastics, Inc.), would like to relocate all of these business to the Subject Property, in order to both use the property as corporate headquarters and for the associated business functions. These businesses have been operating collectively at one location in Rolling Meadows for the last 20 years.
- These businesses are all light industrial plastic manufacturers, which specialize in the IT communication, consumer electronics, and medical equipment industries. They design, manufacture, and assemble high quality plastic products, through a plastic injection molding process. The existing light manufacturing building is a clean environment, fully air conditioned, with humidity and air quality controls. There is no exhaust or odors omitted to the outside of the building. The inside manufacturing and assembling activities are extremely quiet and, as part of the Petitioner's building modifications, specific consideration has been given to the location of an interior compressor (new high efficiency/enclosed air compressors, with a decibel rating of 68 = conversational speech).
- There are currently 20 employees and the normal business hours are Monday - Friday; 7 AM through 3:30 PM. The businesses do not typically work on Saturday, excepting a time critical project, which is infrequent. The business is also not open on Sundays. There are occasions where unmanned robotic equipment may run for a 24-hour period, but in those instances there would be no perceptible noises audible outside of the building and no lights would be

illuminated inside the building.

- The truck deliveries associated with the business average 6-8 daily deliveries, during normal business hours. All operations are conducted within the building and there are no outside business activities or material storage, with the exception of the use of the loading dock on the west side of the building (most proximate to Weber).
- In conjunction with their occupancy of the existing building, the Petitioner intends to maintain the existing exterior glass façade and upgrade the parking areas and existing driveways, with patching and paving where necessary. Other planned renovations include constructing a new driveway and parking area between the front and rear parking areas and main front building entrance to create more convenient access by customers and employees. Two additional ground level overhead doors for executive parking would also be added near the main entrance of the building.
- The loading docks (west side of the building) would also be renovated to add another ground level overhead door to the single existing overhead door. Finally, the planned improvements will include maintenance to the existing landscaping and additional landscaping on the east side of the property. The required building permit applications and plans will be subsequently submitted for Staff review.
- Prior to scheduling the Minor Planned Development Amendment review, Staff had an opportunity to visit the Petitioner's current business location. As part of this meeting, Staff toured the entire facility and directly observed the ongoing light manufacturing activities. Through this inspection, there were minimal interior noises generated, but no exterior noises or odor emissions generated at this location. This observation included Staff being on the outside of an exterior door, directly across from a compressor.
- As required, Staff mailed a notice of the Minor Planned Development review at the Village Council meeting, along with a summary of the request.

ALTERNATIVES:

1. Approve the Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 for the property located at 1150 W. Euclid Avenue.
2. Do not approve the Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 for the property located at 1150 W. Euclid Avenue.

RECOMMENDATION:

Staff recommends approval of the Minor Planned Development Amendment to Planned Development Ordinance #O-70-84.

ACTION REQUIRED:

A motion to approve the Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 at 1150 W. Euclid Avenue.

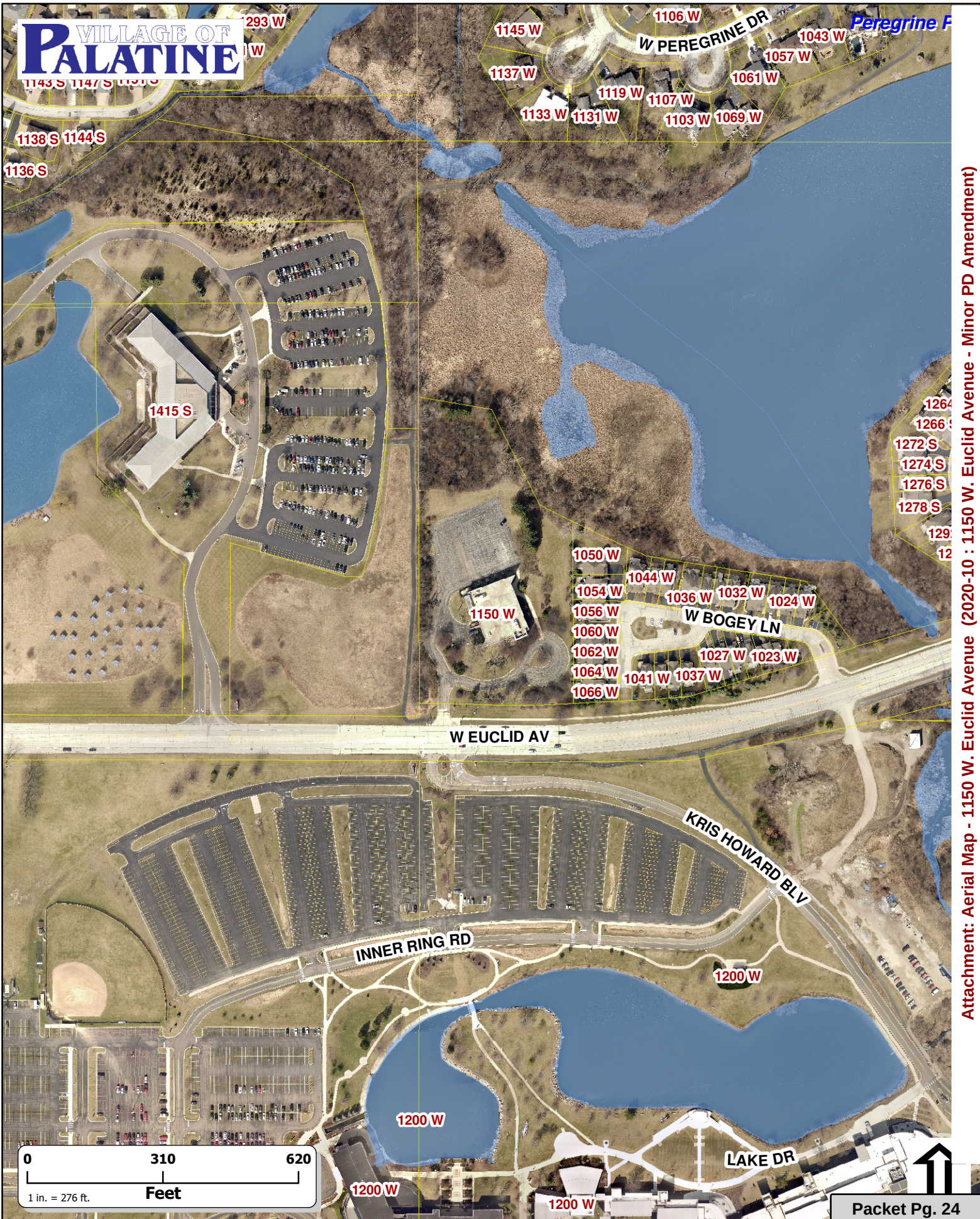
ATTACHMENTS:

- Aerial Map - 1150 W. Euclid Avenue
- ORD MA Planned Development 1150 W Euclid Avenue
- EXHIBIT - business plan and transmittal letter 1150 W Euclid Avenue - Four Star Tool and Crystal Die and Mold INC
- EXHIBIT - 1150 W. Euclid Avenue - Alta Survey
- 1150 W. Euclid Avenue - Fluke Manufacturing Company O-70-84 - Planned Development Ordinance

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

1150 W. Euclid Avenue

6.A.1.A.a



ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MINOR PLANNED DEVELOPMENT AMENDMENT TO
PLANNED DEVELOPMENT ORDINANCE #O-70-84, TO ALLOW A NEW OWNER/OPERATOR
TO OCCUPY THE EXISTING BUILDING AT 1150 W. EUCLID AVENUE**

WHEREAS, pursuant to the Village Council review at the February 3, 2020 Village Council meeting, and in accordance with the applicable provisions of the Village Code, the Committee has reported their findings on a proposal for a Minor Planned Development Amendment to allow a new owner/operator, pursuant to Section 13.07 (d) of the Village of Palatine Zoning Ordinance, as more fully described in the business plan and transmittal letter, dated January 22, 2020, attached hereto, on the following legally described property, as also identified on the attached Plat of Survey:

Lot 1 in Berenz's Subdivision, Being a Subdivision of Part of The Northwest ¼ of the Southeast ¼ of Section 28, Township 42 North, Range 10 East of The Third Principal Meridian, According to the Plat Thereof, Recorder March 15, 1983, as Document 26535490 in Cook County, Illinois

Commonly known as 1150 W. Euclid Avenue (PIN #02-28-400-077)

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, Cook County, Illinois, acting in the exercise of its home rule power:

SECTION 1: That the Minor Planned Development Amendment, allowing a new owner/operator, more fully described in the business plan and transmittal letter, dated January 22, 2020, is hereby granted to Four Star Tool Inc., Crystal Die and Mold Inc., and JDI Plastics Inc., subject to the following conditions:

1. The proposed use shall substantially conform to the January 22, 2020 business plan and transmittal letter from Michael Biangardi, (see attached Exhibit), except as such plan may be changed to conform to Village Codes and Ordinances, including consistency with the business hours and operational functions identified.

2. Except as specifically modified by this Ordinance, all conditions of Ordinance #O-70-84 shall remain in place.
3. The permitted uses are limited to Four Star Tool Inc., Crystal Die and Mold Inc., and JDI Plastics Inc. and their associated business operations, as outlined in the attached business plan Exhibit.
4. All business operations shall be conducted inside of the building and there shall be no exterior business activities or material storage on the Subject Property, with the exception of the use of the loading dock area, in compliance with code.
5. All operations shall conform to the applicable business operating standards of the Village of Palatine Code of Ordinances, including the dust, odor, smoke, noise, and vibration limitations in Section 11.01 (b) (2) and (3) and the B-4 (Office-Research District) restrictions on use in Section 11.05 (m) in the Palatine Zoning Ordinance.

SECTION 2: That this ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This ____ day of _____, 2020

AYES: ____ NAYS: ____ ABSENT: ____ PASS: ____

APPROVED by me this ____ day of _____, 2020

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this
____ day of _____, 2020

Village Clerk

***FOUR STAR TOOL. INC.
CRYSTAL DIE AND MOLD, INC.
JDI Plastics, Inc.***

5521 Meadowbrook Court
Rolling Meadows, Illinois 60008
Ph: (847) 228-0900
Email: Mike@inject-it.com

January 22, 2020

Mr. Benjamin R. Vyverberg
Director of Planning and Zoning - Village of Palatine
200 E. Wood Street
Palatine, Illinois 60067

Re: 1150 W. Euclid Ave., Palatine, IL

Dear Mr. Vyverberg,

We are currently searching for a new location to relocate our Corporate Headquarters for; Four Star Tool, Inc. (FST), Crystal Die and Mold, Inc. (CDM), and JDI Plastics, Inc. (JDI). We have been located at 5521 Meadowbrook Court, Rolling Meadows, IL for the past 20 years. We have identified a property located in your community at 1150 W. Euclid Ave., Palatine, IL as a potential option for our relocation.

We believe our business would be well suited to be located at the 1150 W. Euclid property. The record indicates that the original owner, Fluke Manufacturing Co., Inc., used the property for the manufacture and assembly of electronic parts and instruments. That would be consistent with our business use. It appears the building has been vacant for a significant period of time and the interior appears to be in very poor condition.

FST, CDM and JDI are light industrial plastics manufacturers specializing in the IT Communication, Consumer Electronics and Medical Equipment industries. We design, manufacture and assemble high quality plastic products produced through a plastic injection molding process. We currently have 20 employees and our normal hours of operation are 7:00 am to 3:30 pm, Monday through Friday. We historically do not work on Saturdays, with the exception being an occasional, time critical job, which is infrequent, and we do not work on Sundays. Occasionally, our unmanned robotic equipment might run for a 24 - hour period, but no lights would be on in the building and there would be no perceptible noise to be heard from the outside of the building. Our truck pickups and deliveries average 6 to 8 daily during our normal workday hours.

Our manufacturing facility is a clean environment that requires being fully air conditioned, humidity and air quality controlled. Our operations do not create any negative environmental conditions related to sound, odor or light. We do not emit or exhaust any odors or emissions to the outside of the building and will be in full compliance with air quality standards for our operations and employees. All operations are conducted inside our building and there are no outside activities, nor would we store any materials or equipment on the outside of the building.

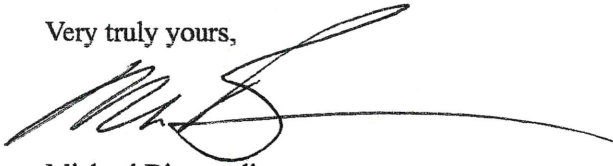
Our proposal would be to maintain the current PUD light industrial zoning and use for the property. We would maintain the existing high image exterior glass appearance, upgrade the existing driveways and front parking areas and add new seal coating and paving where necessary. We are proposing to improve vehicular traffic access and circulation by constructing a new driveway and parking area between the existing front and rear parking areas at the existing main front building entrance for more convenient customer and visitor access to the building and parking, generally depicted on the site plan attached hereto. We would renovate the one existing dock located on the west side of the building and add a new ground level overhead door matching the current building appearance. Two additional matching ground level overhead doors would be added near the main entrance of building for executive parking. As part of the Villages permit process, we will submit engineering plans and specifications for all planned improvements that will comply with all applicable Code requirements of the Village.

We propose to completely remodel the interior of the building with a new glass entranceway and stairway to the second floor. The remaining area of the first floor would be dedicated to our manufacturing and assembly equipment and renovated employee facilities. Our inside manufacturing and assembly activities are very quiet and are well below the decibel standards for sound in your industrial district regulations. Careful consideration will be given to installing interior sound generating equipment and chilling equipment towards the west end inside the building, which would locate this equipment furthest away from the existing townhomes. We will be installing new fully enclosed energy efficient air compressors that also have new sound attenuation built into the equipment and are rated at 68 decibels. The second floor would be remodeled with high image glass walls for our corporate offices, conference rooms, meeting rooms, administrative services and storage.

We plan to provide maintenance to all the existing landscaped areas and provide new additional plantings to improve the property's appearance; especially along the east property line to further enhance the landscape buffer for the town-homes.

We are excited about the potential of making the Village of Palatine our new corporate headquarters and working with you and staff to help us create an exceptional environment for our company, employees and customers on this property. We are requesting your approval of our proposed use for the property. We would be pleased to provide additional information as required and look forward to your response and direction.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael Biangardi', with a long horizontal flourish extending to the right.

Michael Biangardi

President and Principal



VICINITY MAP

~ NO SCALE ~

ALTA/NSPS LAND TITLE SURVEY

PROFESSIONAL LAND SURVEYING, INC.

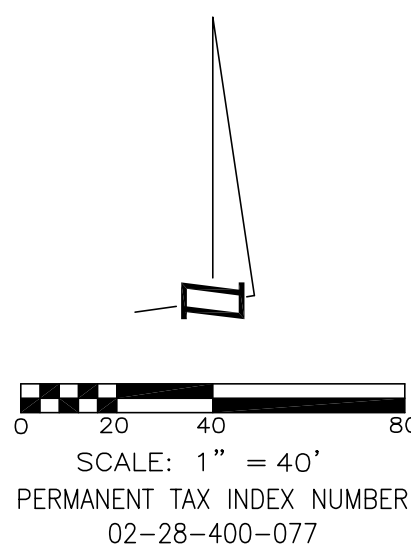
3080 OGDEN AVENUE SUITE 307

LISLE, ILLINOIS 60532

PHONE: 630-778-1757

PROF. DESIGN FIRM # 184-004196

E-MAIL: info@plslisle.com



SURVEYOR'S NOTES

1. THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD MARKS ON THE GROUND, AND ABOVE GROUND OBSERVABLE EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

2. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.

3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED COORDINATE SYSTEM.

4. BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT FOR ADDITIONAL ZONING RESTRICTIONS

5. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE IN BLUE INK AND EMBOSSED SEAL.

6. EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY IDENTIFIED AS NUMBER 008986394 D2 WITH AN EFFECTIVE DATE OF DECEMBER 13, 2017, A REVIEW OF WHICH INDICATES THAT:

6a. THE GENERAL EXCEPTIONS ALONG WITH ITEMS A, C, D, E, F, G, H, P, Q & R ARE NOT SURVEY RELATED.

6b. ITEM I PERTAINS TO A SANITARY SEWER EASEMENT LINE OVER THE NORTH 20 FEET OF THE SUBJECT PROPERTY PER DOCUMENT 26535490 AND IS SHOWN HEREON.

6c. ITEM J PERTAINS TO A GAS EASEMENT PER PER DOCUMENT 26535490 AND IS SHOWN HEREON.

6d. ITEM K PERTAINS TO A UTILITY EASEMENT PER PER DOCUMENT 26535490 AND IS SHOWN HEREON.

6e. ITEM L PERTAINS TO AN EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE OVER THE EASTERLY AND SOUTHERLY 10 FEET OF THE SUBJECT PROPERTY PER DOCUMENT 26535490 AND IS SHOWN HEREON.

6f. ITEM M PERTAINS TO A PERPETUAL EASEMENT FOR PUBLIC UTILITIES OVER THE EASTERLY AND SOUTHERLY 10 FEET OF THE SUBJECT PROPERTY PER DOCUMENT 26535490 AND IS SHOWN HEREON.

6g. ITEM N PERTAINS TO A GRANT OF EASEMENT AS PER UTILITY LETTER DATED SEPTEMBER 11, 1997 AND UNRECORDED ELECTRIC SERVICE STATION AGREEMENT N-4-627M, DATED OCTOBER 26, 1984. SAID DOCUMENTS WERE NOT AVAILABLE AT THE TIME OF SURVEY, CURRENT CONDITIONS ARE SHOWN HEREON.

6h. ITEM M PERTAINS TO EASEMENT RIGHTS AS PER UTILITY DATED SEPTEMBER 15, 1997 FROM NORTHERN ILLINOIS GAS COMPANY, SAID DOCUMENT WAS NOT AVAILABLE AT THE TIME OF SURVEY, CURRENT CONDITIONS ARE SHOWN HEREON.

7. (R) = RECORD DATA
(M) = MEASURED DATA
R.O.W. = RIGHT OF WAY

8. AREA OF SURVEY= 206,786 SQ. FT., OR 4.747 ACRES, MORE OR LESS.

9. PROPERTY DESCRIBED HEREON LIES WITHIN ZONE X AND AE AS DELINEATED ON THE NATIONAL FLOOD INSURANCE RATE MAP 17031C0179J WITH AN EFFECTIVE DATE OF AUGUST 19, 2008.

10. NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING

11. PROPERTY CONTAINS NO REGULAR PARKING SPACES.

12. DUE TO SNOW COVER AT TIME OF SURVEY, SOME FEATURES, UTILITIES, ETC. MAY NOT BE SHOWN IN PART OR THEIR ENTIRETY.

LEGAL DESCRIPTION

LOT 1 IN BERENZ'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1983 AS DOCUMENT 26535490, IN COOK COUNTY, ILLINOIS.



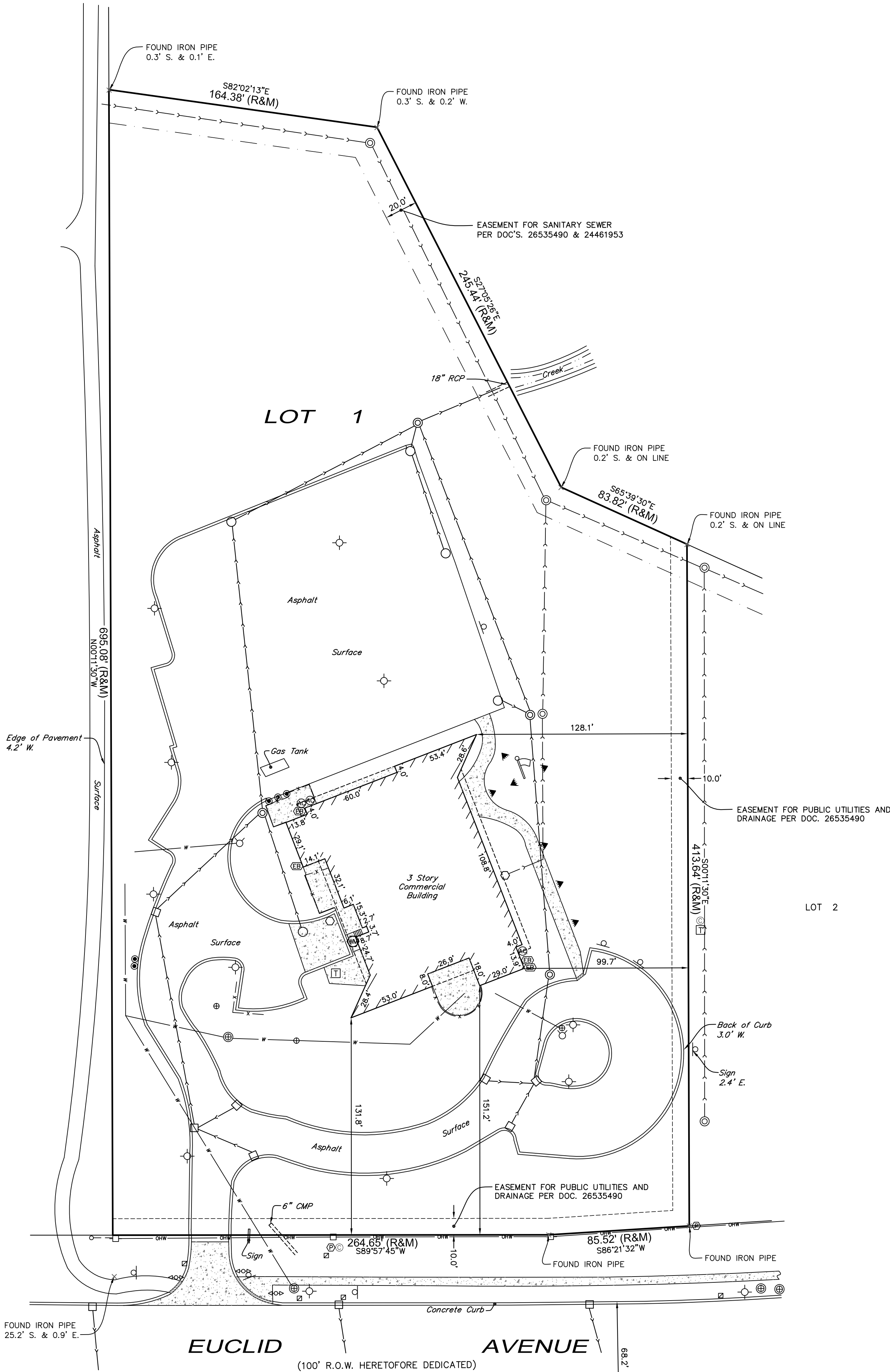
PREPARED FOR: DASPIN & AUMENT, LLP

ADDRESS: 1150 W. EUCLID AVENUE, PALATINE, ILLINOIS

BOOK & PG: 198/01 DATE: 1/10/2018 JOB NO.: 1815293

DRAWN BY: JHH CHECK BY:

REVISED:



SYMBOL LEGEND

- | | |
|------------------------|-----------------------------|
| ○ - MANHOLE | (R) - RECORD DATA |
| ○ - CATCH BASIN | (M) - MEASURED DATA |
| □ - INLET | ⊗ - AIR CONDITIONER |
| ⊗ - WATER VALVE | -OHW- - OVERHEAD WIRES |
| ⊗ - HYDRANT | → - END SECTION |
| ⊗ - VALVE & VAULT | *** - FENCE LINE |
| ⊗ - GAS VALVE | ⊗ - ELECTRIC CONTROL BOX |
| ⊗ - POWER POLE | ⊗ - JUNCTION BOX |
| ⊗ - STREET SIGN | ○ - CLEAN OUT |
| ⊗ - STREET LIGHT | ⊗ - TRAFFIC SIGNAL BOX |
| ⊗ - TRAFFIC SIGNAL | ⊗ - BUFFALO BOX |
| ⊗ - HANDHOLE | ⊗ - BOLLARD |
| ⊗ - TELEPHONE CANISTER | ⊗ - GAS METER |
| ⊗ - COM. ED. CANISTER | ⊗ - WATER METER |
| ⊗ - CABLE CANISTER | ⊗ - ELECTRIC METER |
| ⊗ - TRANSFORMER | ⊗ - FLOOD LIGHT |
| ⊗ - DEPRESSED CURB | ⊗ - FLAG POLE |
| | ⊗ - CONCRETE SURFACE |
| | CMP - CORRUGATED METAL PIPE |

SURVEYOR'S CERTIFICATE

CERTIFIED TO:

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, 7(a), 7(b)(1), 8, 9 AND 11 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 9TH, 2018.

DATE OF PLAT OR MAP: 1/10/2018



IPLS No. 3483
MY LICENSE EXPIRES 11/30/18

FLUKE MANUFACTURING

ORDINANCE NO. 0-70-84

AN ORDINANCE
GRANTING A SPECIAL USE FOR A PLANNED DEVELOPMENT
JOHN FLUKE MANUFACTURING CO., INC.

WHEREAS, upon petition of owners of said property, hearings were held by the Plan Commission of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, and said Plan Commission having made its findings in a written report to the President and Board of Trustees of the Village of Palatine, and

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Palatine, County of Cook, State of Illinois, acting in the exercise of its home rule power that:

SECTION 1: A Planned Development is hereby granted and approved pursuant to Section 11.08 of the Zoning Ordinance of the Village of Palatine, as amended, for the real estate described as follows, to wit:

That part of the Northwest 1/4 of the Southeast 1/4 of Section 28, Township 42 North, Range 10 East of the Third Principal Meridian, lying North of Euclid Avenue, according to Deed recorded July 18, 1974 as Document 22786902; lying Southerly of the Northerly and Northeasterly lines of the sanitary sewer easement shown on Plat of Easement recorded May 24, 1978 as Document 24461953; and lying Westerly of a line described as follows:

Commencing at the intersection of the East line of said Northwest 1/4 of the Southeast 1/4 of Section 28 with the Northerly boundary of Euclid Avenue, according to the aforesaid Document 22786902; thence on an azimuth of 225 degrees 58 minutes 08 seconds, along said northerly boundary, 171.50 feet; Thence on an azimuth of 252 degrees 43 minutes 56 seconds, along said Northerly boundary, 183.69 feet to the point of beginning of the line herein described: Thence on an azimuth of 324 degrees 37 minutes 16 seconds, 182.61 feet to an angle point in the Northerly boundary of the aforesaid sanitary sewer easement; Said last described line being a part of the perimeter of a parcel of land condemned by the Metropolitan Sanitary District of Greater Chicago in Case 77L22309, in Cook County, Illinois,

commonly known as the north side of Euclid Avenue, east of Square D Company.

subject, however, to all provisions, covenants, restrictions and conditions specified as follows:

1. Phase I developed according to the Site Plan, Landscape Plan, and Lighting Plan, all on file with the Community Development Department.
2. Phase I is to be completed before July 1, 1986.
3. Phase II building location and parking be completed as shown on the phasing plan on file in the office of the Department of Community Development. There shall be no deadline for the completion of Phase II.

4. The Lighting Plan be revised to show two(2) Village approved street lights within the Parkway before building permit issuance.

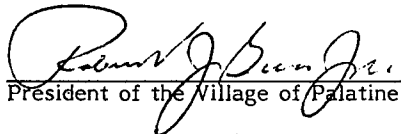
SECTION 2: The following documents shall be attached to and form a part of this ordinance: The Findings and Minutes of the Plan Commission Hearing on the Planned Development, the Petition, and copy of the Public Notice of the hearing of said Plan Commission.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: This 27 day of August, 1984.

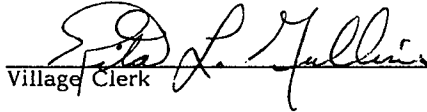
AYES: 5 NAYS: 0 PASS: 0 ABSENT: 1

APPROVED by me this 27 day of August, 1984.

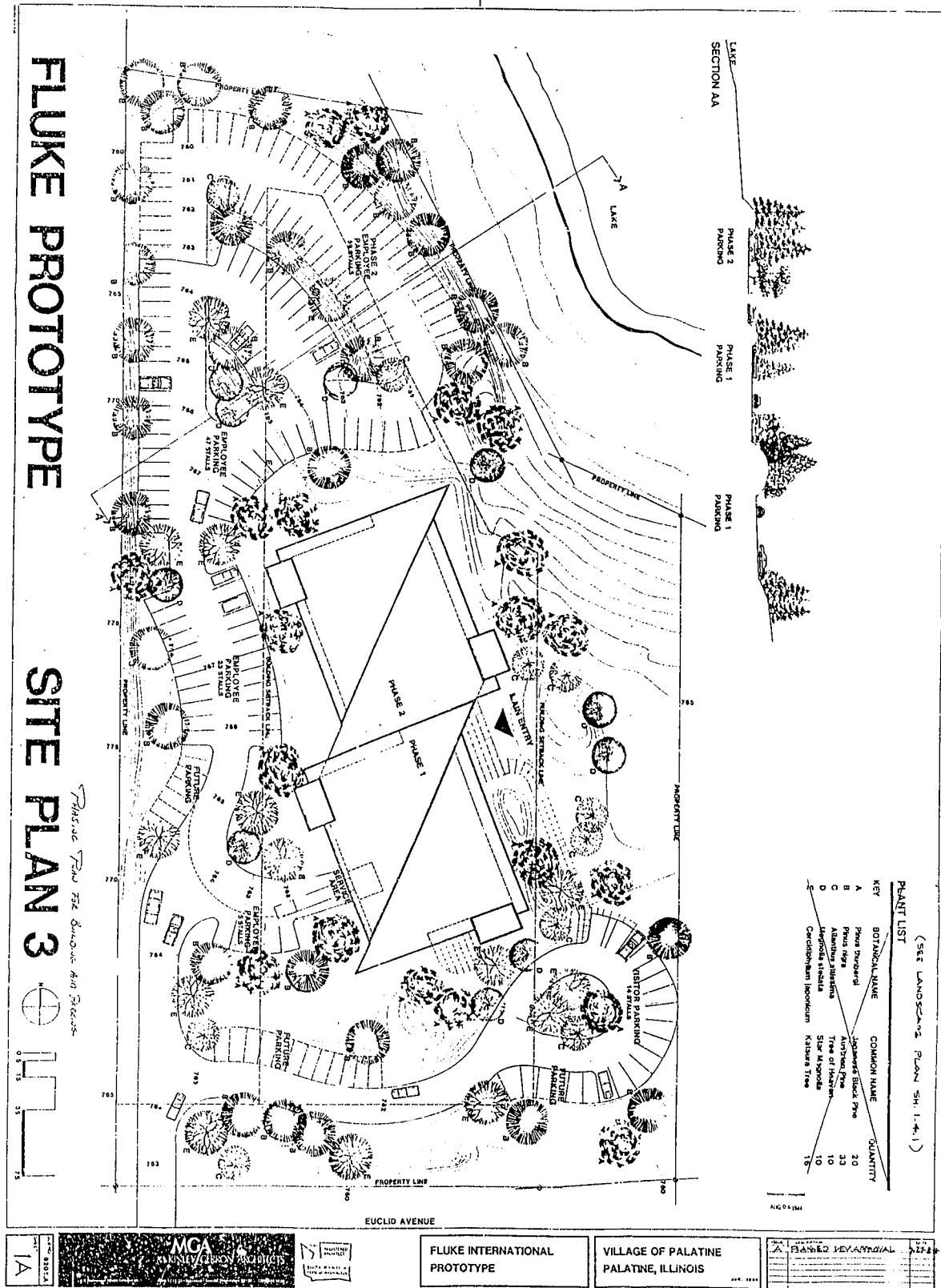


President of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 27 day of
August, 1984



Village Clerk



Consider a Resolution of Support for the Filing of a 6B Cook County Tax Classification for the Property Located at 1150 W. Euclid Avenue

BACKGROUND: One of the economic development tools available to communities within Cook County is the 6B Tax Classification program. This program is designed to encourage industrial/manufacturing development through the reduction of a property's tax assessment over a twelve year period. In conjunction with an application for the program, a resolution of support is required from the municipality in which the property is located. Therefore, the Petitioner is seeking approval of the following:

Approval of a Resolution for support for the filing of a 6B Cook County Tax Classification for the property located at 1150 W. Euclid Avenue.

KEY ISSUES:

- The Petitioner, 1150 West Euclid LLC, is seeking to purchase the approximately 4.75 acre site, with an existing 26,600 square foot building, at 1150 W. Euclid Avenue.
- The Petitioner is proposing to remodel the building and relocate their existing business operations into the building.
- The Cook County 6B Tax Classification is used for property tax relief for industrial/manufacturing uses. Properties are assessed at 10% of market value for the first 10 years, 15% for the 11th year, and 20% in the 12th year. In absence of this incentive, the property would normally be assessed at 25% of its market value.

ALTERNATIVES:

1. Recommend approval of the Resolution.
2. Do not recommend approval of the Resolution.

RECOMMENDATION:

Staff recommends approval of the Resolution.

ACTION REQUIRED:

Motion to approve a Resolution for support for the filing of a 6b Cook County Tax Classification for the property located at 1150 W. Euclid Avenue.

ATTACHMENTS:

- 1150 W Euclid Ave - Aerial
- 1150 W. Euclid Ave 6B Res of Support
- 1150 West Euclid LLC - Cover 6B Request
- 1150 W Euclid Ave 6B Application
- Cook County 6B Eligibility Bulletin

RESULT: ADOPTED BY VOICE VOTE BY CONSENT VOTE [UNANIMOUS]
MOVER: Kollin Kozlowski, District 5 Councilman
SECONDER: Tim Millar, District 1 Councilman
AYES: Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT: Doug Myslinski



RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE
USE OF CLASS 6B PROPERTY TAX CLASSIFICATION
FOR THE PROPERTY AT 1150 W. EUCLID AVENUE**

WHEREAS, the Village of Palatine (the “Village”) is a Home Rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and the said Village, therefore, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village desires to promote and preserve industrial uses in the Village; and

WHEREAS, the Village of Palatine is adopting this resolution supporting the use of Class 6B property tax classification by the County of Cook for the property located at 1150 W. Euclid Avenue; and

WHEREAS, the Village of Palatine finds that the Class 6B real estate tax classification is essential to the revitalization of the Property, while simultaneously ensuring the continued viability and redevelopment of industrial properties within the Village; and

WHEREAS, the Petitioner, 1150 West Euclid LLC, has indicated they are not willing to complete a substantial rehabilitation and occupy the abandoned property at 1150 W. Euclid Avenue without the approval of the 6B real estate tax classification; and

WHEREAS, an Economic Disclosure Statement has been received from the Petitioner and filed by the Village of Palatine.

Attachment: 1150 W. Euclid Ave 6B Res of Support (1150 W. Euclid Ave. - 6B Tax Classification Request)

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Village Council of the Village of Palatine that the Village of Palatine supports and consents to this Class 6B application and that it finds Class 6B necessary for investment to occur on the Subject Property located at 1150 W. Euclid Avenue, Palatine, Illinois (PIN #02-28-400-077-0000).

DATED: This 3rd day of February, 2020

AYES:_____ NAYS:_____ ABSENT:_____ PASS:_____

APPROVED by me this _____ day of _____, 2020

Mayor of the Village of Palatine

ATTEST and FILE in the office of the Village Clerk this _____ day of

_____, 2020

Village Clerk

Attachment: 1150 W. Euclid Ave 6B Res of Support (1150 W. Euclid Ave. - 6B Tax Classification Request)

VERROS BERKSHIRE

ATTORNEYS AT LAW

Mike Jacobs, Deputy Village Manager
Village of Palatine
200 E. Wood Street
Palatine, IL 60067

DATE	CONCERN	PAGE
01.29.20	Class 6b Incentive Application 1150 West Euclid, LLC 1150 West Euclid Palatine, IL 60067 PIN: 02-28-400-077-0000	1/1

Dear Mr. Jacobs,

On behalf of 1150 West Euclid, LLC, we are please d to enclose a Class 6B incentive application for the above noted property.

We respectfully request that the Village of Palatine consider the enclosed application and pass an ordinance supporting and consenting to a Class 6B classification and finding that a Class 6B designation is necessary for the reoccupation and substantial rehabilitation of the property.

We look forward to working with you on this matter and thank you in advance for your consideration. Please do not hesitate to contact me at (312)-701-1212 with any questions or concerns.

Sincerely,



Peter D. Verros
Partner

Attachment: 1150 West Euclid LLC - Cover 6B Request (1150 W. Euclid Ave. - 6B Tax Classification Request)

VERROS BERKSHIRE

ATTORNEYS AT LAW

 COPY

VIA HAND DELIVERY

Cook County Assessor's Office
Incentives Department
Attn: Jeanette Thomas
118 North Clark Street
Chicago, IL 60602

DATE	CONCERN	PAGE
01.29.20	Class 6b Eligibility Application 1150 West Euclid LLC 1150 W. Euclid Avenue, Palatine, IL 60067	1/1
	PIN: 02-28-400-077-0000	

Dear Jeanette:

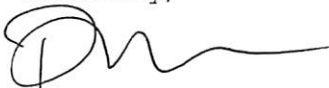
On behalf of 1150 West Euclid LLC, enclosed please find a Class 6b Eligibility Application, based on Occupation of Abandoned Property - No Special Circumstance - and Substantial Rehabilitation, and the following items:

- Check in the amount of \$500.00 for the Cook County Assessor's Office Incentive Application Filing Fee
- Class 6b Eligibility Application
- Property Description and Related Documents
- Identification of Persons or Entities Having an Interest in the Property and Related Documents
- Description of the Proposed Industrial Use of the Property, including a description of the proposed Substantial Rehabilitation
- Information Regarding Duration of Vacancy and Abandonment of the Property and Related Documents

Please note that we have requested that the Village of Palatine consider a resolution in support of and consenting to a Class 6b incentive for the above-referenced property.

Please do not hesitate to contact me at (312) 701-1212 if you have any questions or if you need any additional information. Thank you for your assistance with this matter.

Sincerely,



Peter D. Verros

Enclosures

RECEIVED
2020 JAN 29 PM 3:26
COOK COUNTY ASSESSOR

COOK COUNTY ASSESSOR

FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B ELIGIBILITY APPLICATION



Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, **a filing fee of \$500.00**, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: 1150 West Euclid LLC Telephone: (847) 561-0956
Address: 5521 Meadowbrook Court
City: Rolling Meadows State: IL Zip Code: 60008

Contact Person (if different than the Applicant)

Name: Peter Verros Telephone: (312) 701-1212
Address: 225 W. Randolph Street, Suite 2950
City: Chicago State: IL Zip Code: 60606
Email: pverros@verrosberkshire.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 1150 W. Euclid Avenue
Permanent Real Estate Index Number: 02-28-400-077-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: Palatine State: IL Zip Code: 60067
Township: Palatine Existing Class: 5-92

Attach legal description, site dimensions and square footage and building dimensions and square footage.

RECEIVED
2020 JAN 29 PM 3:25
COOK COUNTY ASSESSOR

Attachment: 1150 W Euclid Ave 6B Application (1150 W. Euclid Ave. - 6B Tax Classification Request)

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☐ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☒ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☐ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction
commencement (*excluding demolition, if any*): TBD

Estimated date of construction completion: TBD

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☒ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

National Technical Systems, Inc.

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation:	<u>TBD</u>
Date of Purchase:	<u>1-17-2020</u>
Name of purchaser:	<u>1150 West Euclid LLC</u>
Name of seller:	<u>ETCR, Inc</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____

Date of purchase: _____

Name of purchaser: _____

Name of seller: _____

Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION

*(This form will **ONLY** be utilized for applicants who specifically elect for **TEERM**)*

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. The terms of this program are Not Renewable.*

No applications will be taken after November 30, 2018.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

Attachment: 1150 W Euclid Ave 6B Application (1150 W. Euclid Ave. - 6B Tax Classification Request)

EMPLOYMENT OPPORTUNITIESHow many construction jobs will be created as a result of this development? TBD

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 20 Part-time: 0

How many new permanent full-time jobs will be created as a result of this proposed development?

0

How many new permanent full-time jobs will be created as a result of this proposed development?

0**LOCAL APPROVAL**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

X 
 Signature
 Michael Biangardi
 Print Name

01-29-20
 Date
 Member
 Title

10/4/13
 COOK COUNTY ASSESSOR
 2020 JAN 29 PM 3:25
 RECEIVED

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Michael Biangardi as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec. 74-60 et seq., as amended:

☒ Class 6B ☐ Class 8 (Industrial property) ☐ Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):

☐ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

☒ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not

☒ [Signature]
Agent's Signature

Michael Biangardi, Member
Agent's Name & Title

5521 Meadowbrook Court, Rolling Meadows, IL 60008
Agent's Mailing Address

847-561-0956
Agent's Telephone Number

1150 W. Euclid LLC
Applicant's Name

5521 Meadowbrook Court, Rolling Meadows, IL 60008
Applicant's Mailing Address

Mike@inject-it.com
Applicant's e-mail address

Subscribed and sworn before me this 29 day of January, 2020

[Signature]
Signature of Notary Public

Page 8 of 9

OFFICIAL SEAL
YESENIA MARQUEZ VILLEGAS
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 11/05/2023

EXHIBIT A
(Please type or Print)

PIN(s)

Common Address

02-28-400-077-0000

1150 W. Euclid Avenue, Palatine, IL 60067

Attachment: 1150 W Euclid Ave 6B Application (1150 W. Euclid Ave. - 6B Tax Classification Request)

Property Description

The subject property is a two-story building commonly known as 1150 W. Euclid Avenue, Palatine, Illinois 60067. The property was most recently used as office and hybrid lab space. The property is identified by PIN 02-28-400-077-0000 and consists of a 206,788 square foot site improved with a 26,602 square foot building built in 1987.

Attached is the legal description for PIN 02-28-400-077-0000 taken from the Special Warranty Deed recorded by the Cook County Recorder of Deeds on February 17, 2015 as Document# 1504826036.

Attached please find the following documents:

1. Legal Description
2. Property Record Cards
3. Parcel Data Sheet
4. Marketing Brochure/Flyer
5. Building Photos
6. Current 1st Floor Plan
7. Current 2nd Floor Plan
8. Aerial
9. Site Plan
10. Plat Map

EXHIBIT A**Legal Description**

LOT 1 IN BERENZ'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1983 AS DOCUMENT 26535490, IN COOK COUNTY, ILLINOIS.

P.I.N.: 02-28-400-077-0000

c/k/a: 1150 West Euclid, Palatine, Illinois 60067

Ave.

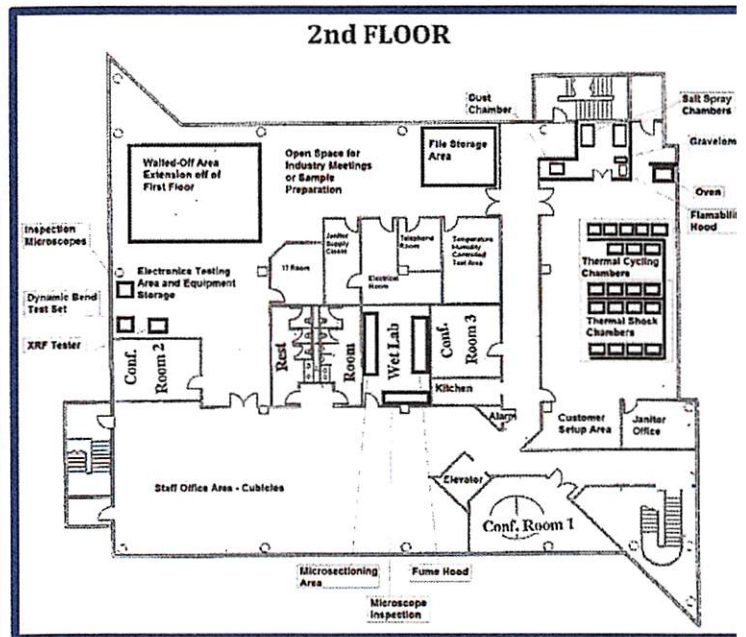
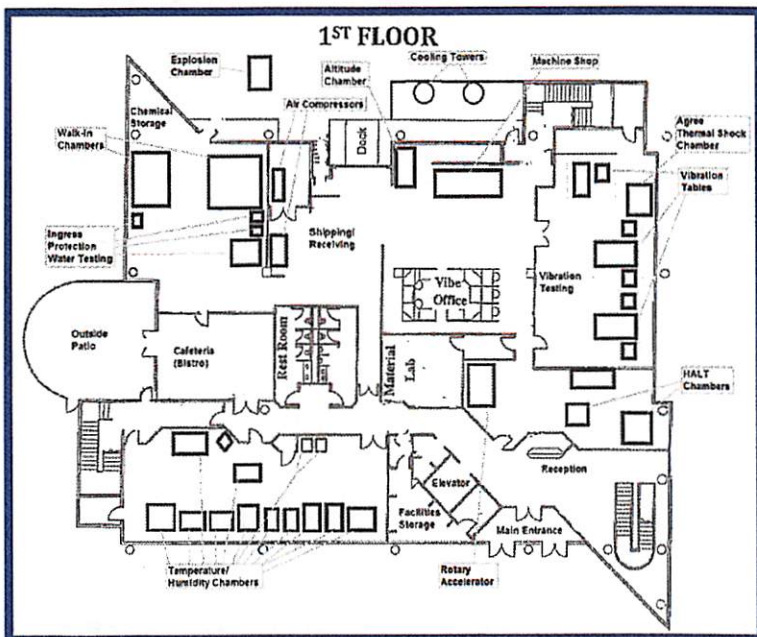
CHI1:7085301/00029:2112962v1

Attachment: 1150 W Euclid Ave 6B Application (1150 W. Euclid Ave. - 6B Tax Classification Request)

**AVISON
YOUNG**

Property For Sale: \$2,100,000

Office/Lab Space 27,000 Sqft. 4.75 AC 1150 W Euclid Ave, Palatine, IL



Partnership. Performance.

Drew McKendry
Associate | Avison Young
847.653.0977
drew.mckendry@avisonyoung.com

Todd Heine
Principal | Avison Young
847.849.1921
todd.heine@avisonyoung.com

**BEST
MANAGED
COMPANIES**

Packet Pg. 52

Attachment: 1150 W Euclid Ave 6B Application (1150 W. Euclid Ave. - 6B Tax Classification Request)

1150 W Euclid Ave
Trace Laboratories



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Attachment: 1150 W Euclid Ave 6B Application (1150 W. Euclid Ave. - 6B Tax Classification Request)

1150 W Euclid Ave
Trace Laboratories



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Attachment: 1150 W Euclid Ave 6B Application (1150 W. Euclid Ave. - 6B Tax Classification Request)

1150 W Euclid Ave
Trace Laboratories



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Attachment: 1150 W Euclid Ave 6B Application (1150 W. Euclid Ave. - 6B Tax Classification Request)

**1150 W Euclid Ave
Trace Laboratories**



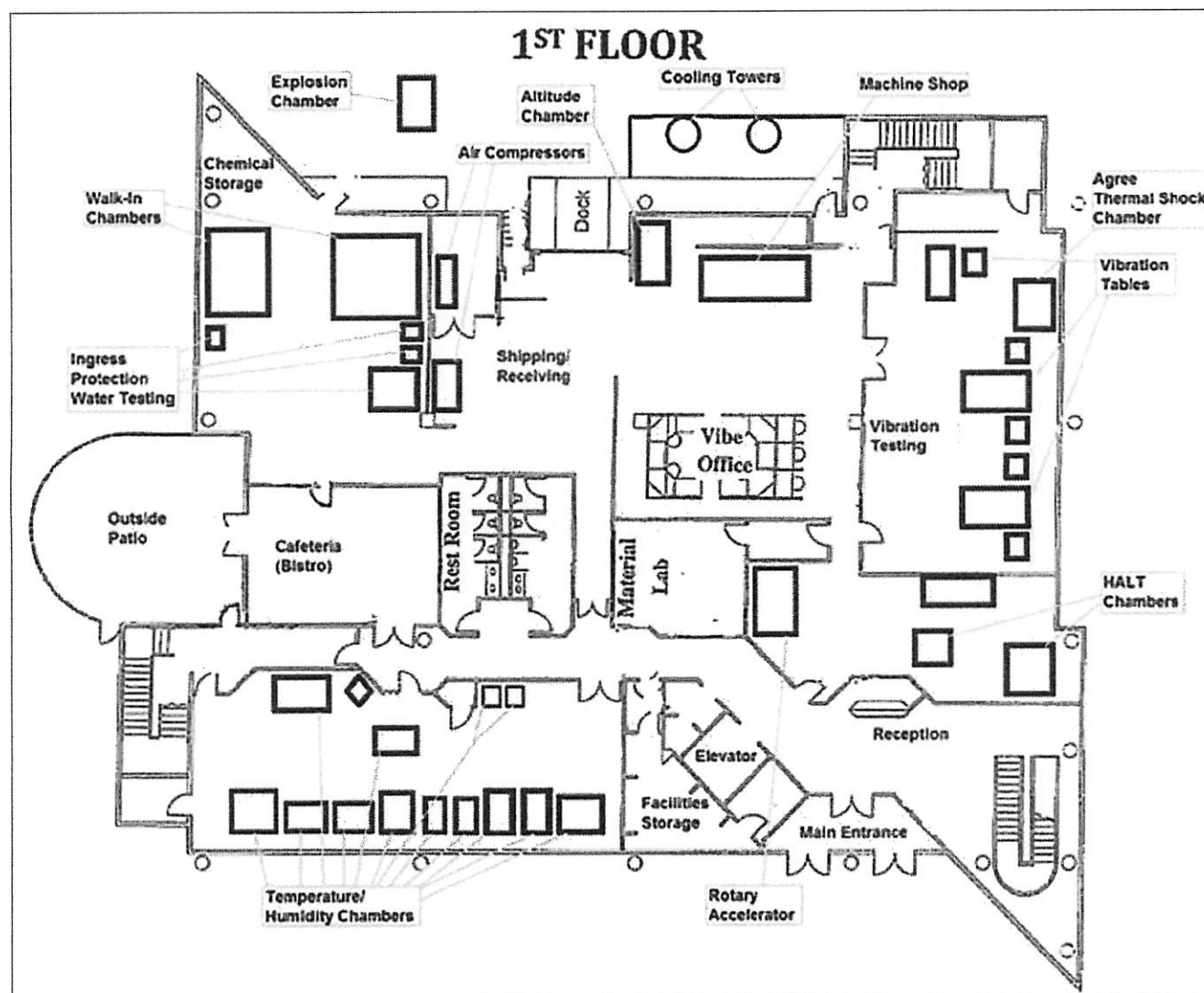
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**1150 W Euclid Ave
Trace Laboratories**



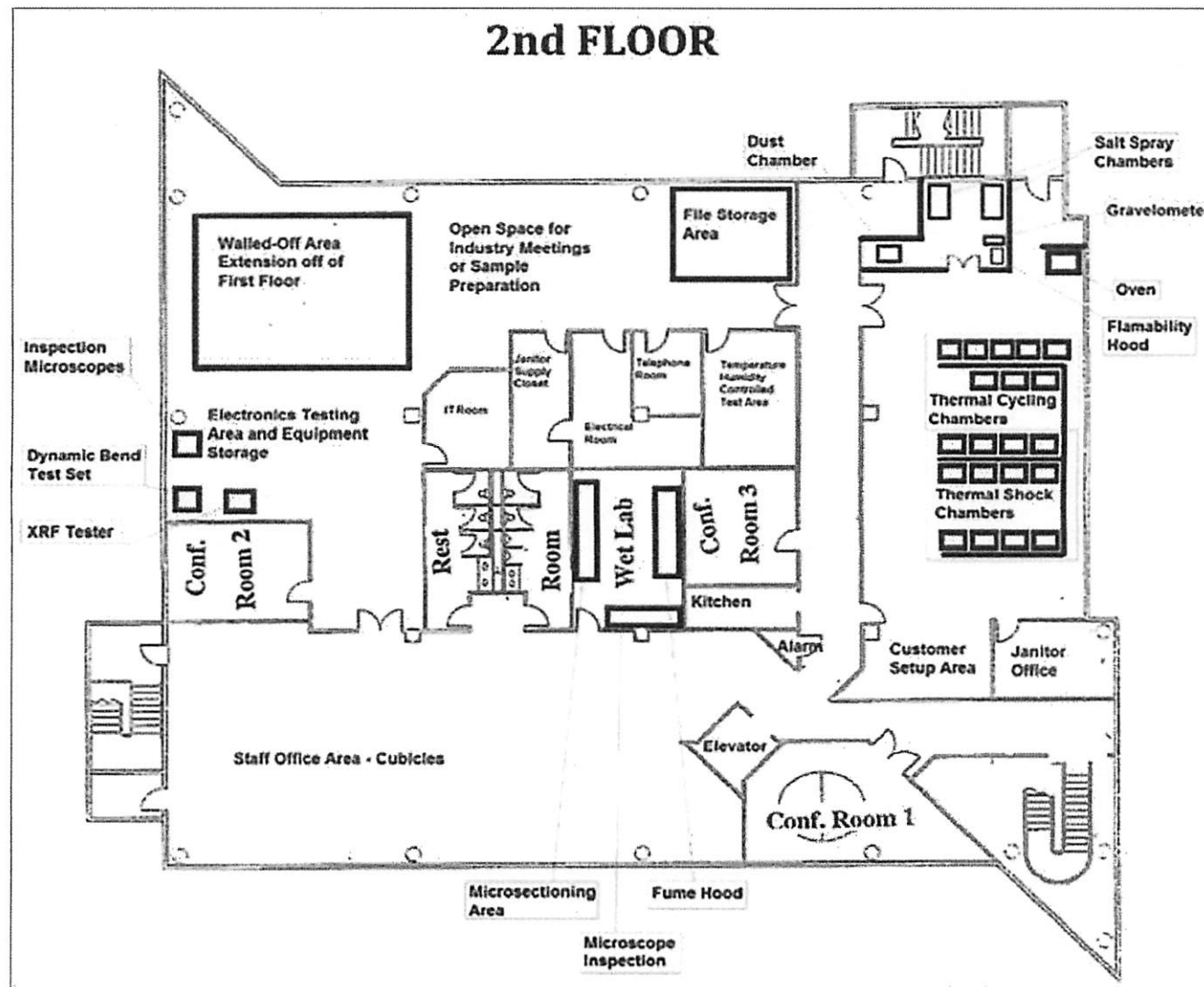
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1150 W Euclid Ave Trace Laboratories



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1150 W Euclid Ave Trace Laboratories



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Identification of Persons or Entities Having an Interest in the Property

Applicant/Owner: 1150 West Euclid LLC, an Illinois Limited Liability Company, (the "Applicant") is the owner of the property located at 1150 W. Euclid Avenue, Palatine, Illinois (PIN 02-28-400-077-0000).

LLC Manager: Peter E. Goschi
525 Forest Avenue
Wilmette, IL 60091

Proposed Occupants: Four Star Tool, Inc.
Crystal Die and Mold, Inc.
JDI Plastics, Inc.

President: Michael Biangardi
2 Dalton Court
South Barrington, IL 60010
(847) 561-0956
Mike@inject-it.com

Secretary: Peter E. Goschi
525 Forest Avenue
Wilmette, IL 60091

Attached please find the following documents:

1. Illinois Secretary of State LLC File Detail Report for 1150 West Euclid LLC
2. Illinois Secretary of State Corporation File Detail Report for Four Star Tool, Inc.
3. Illinois Secretary of State Corporation File Detail Report for Crystal Die and Mold, Inc.
4. Illinois Secretary of State Corporation File Detail Report for JDI Plastics, Inc.



CLASS 6B ELIGIBILITY BULLETIN

Cook County Living Wage Ordinance

Please be advised that every applicant for this incentive will be required to provide an affidavit to the Assessor's Office to confirm compliance with the Cook County Living Wage Ordinance. The Cook County Assessor will not grant any request for incentive classification until it receives the required affidavit.

Incentive Benefits

The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6b is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities.

Under the incentive provided by Class 6b, qualifying industrial real estate would be eligible for the Class 6b level of assessment from the date that new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Where buildings or other structures qualify for the incentive as new construction or as abandoned property as defined below, the reduced level of assessment under Class 6b will apply to those structures in their entirety as well as to the land upon which they are situated. Where there is substantial rehabilitation of an existing structure which has not been abandoned, the reduced incentive level of assessment is applicable to the additional market value attributable to the rehabilitation, including qualified land related to the rehabilitation. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

Eligibility Requirements

Real estate is eligible for Class 6b status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

The following definitions, as set forth in the Cook County Real Property Assessment Classification Ordinance, pertain to the Class 6b incentive provision:

Industrial purposes: "Any real estate used primarily in manufacturing ... or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation or storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing."

Manufacturing: "The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations and including research and development associated with the production of goods."

Abandoned property: "Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this definition shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for the purpose of Class 6b."

The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.

What Must Be Filed

An applicant seeking the reclassification of real estate to Class 6b is required to file a "Class 6b Eligibility Application" with the Office of the Assessor. At the time of filing the application, a filing fee of \$500.00 must be paid. In addition, an applicant may submit, at the same time, a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) expressly stating that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property. If the resolution is not filed at the time the Eligibility Application is submitted to the Assessor, the applicant must file, at that time, a letter from the municipality or the County Board confirming that a resolution or ordinance supporting the incentive has been requested. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must also file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested.

Should the municipality or the County Board, at a later date, deny the applicant's request for a resolution or ordinance, whether or not construction or re-occupancy has begun, the applicant will be deemed ineligible for reclassification to Class 6b. Any information that is not known or any supporting documents that are not available at the time of the initial filing must be submitted as a supplement to the Application.

After the construction or re-occupancy has taken place, an applicant must also file an "Incentives Appeal Form" requesting that the real estate be reclassified to Class 6b. At the time of filing the appeal, an appeal fee of \$100.00 must be paid. If a resolution from the municipality where the property is located, or the Cook County Board of Commissioners if located in an unincorporated area, was not filed with the Eligibility Application, the applicant must file a certified copy of the resolution or ordinance supporting the incentive at this time. No final action on a request for reclassification to Class 6b will be taken until an Appeal and an Eligibility Application, along with the required documentation as described therein, are completed and filed with the Office of the Assessor.

In addition, during the term of the incentive, the Class 6b recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class 6b site. The Assessor will mail Class 6b recipients the affidavit forms at the time of their triennial reassessments. The affidavit must be signed, notarized and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.

Time for Filing

The Eligibility Application along with the appropriate resolution or letter confirming that a resolution has been requested *must be filed* with the Assessor *prior to*, but no earlier than one year before, *commencement of new construction* (excluding demolition, if any) *or substantial rehabilitation*. With respect to abandoned property, the eligibility application must be made to the Assessor ***prior to the commencement of the reoccupation of the vacant and unused property.***

Where reoccupation of "abandoned" property and subsequent substantial rehabilitation is planned, a single Eligibility Application and resolution, ordinance, or letter confirming that a resolution has been requested, may be filed for both situations, provided that the Application is filed prior to the commencement of reoccupation and such rehabilitation.

To finalize the classification change, a "Real Estate Assessed Valuation Appeal" must be filed after the construction or re-occupancy has taken place. In instances where a certified copy of an ordinance or resolution expressly stating that the municipality or County Board supports and consents to filing of a Class 6b Application has not yet been filed, it must be filed at this time. For the purpose of certifying final assessments on a timely basis to the Board of Appeals, deadlines for filing Appeals are established on a township basis. Check with the Office of the Assessor to determine when the deadline occurs for a particular township.

The 6b classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level, by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located, or by the County Board, if located in an unincorporated area of Cook County, expressly stating that it supports and consents to the renewal of the Class 6b incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor's Office to the Cook County Board. The owners must notify the Assessor's Office of their intent to request renewal at the time they request a resolution or ordinance agreeing to the renewal from the municipality or County Board. The number of renewal period requests is not limited.

Questions regarding Class 6b may be directed to the Development Incentives Department of the Office of the Cook County Assessor, Room 301, 118 North Clark Street, Chicago, Illinois 60602, (312) 603-7529.

Consider an Ordinance Granting Site Plan Approval to Allow a New Warehouse/Distribution Building at 317 S. Hicks Road

BACKGROUND:

The Subject Property, which was previously owned and operated by HB Fuller, has since ceased operations and sold the property. Conor Commercial Real Estate purchased the property, demolished the former building and related improvements, and the site is being prepared for development. Therefore, the Petitioner is requesting approval of the following:

Site Plan Review to allow a warehouse/distribution building at 317 S. Hicks Road.

KEY ISSUES:

- The Subject Property, zoned Manufacturing and is surrounded by manufacturing uses on the north, west, and east sides, is located directly north of the Northrop Grumman facility in Rolling Meadows. The developer received previous site plan approval (in July 2019) for another warehouse/distribution development. This subsequent request will provide another design alternative for the developer to pursue.
- The table below summarizes the differences between the previous and current site plans submitted for review:

	Previous Site Plan	Proposed Site Plan
Building Size	337,800 sq. ft.	161,982 sq. ft.
Building Height	43' (top of parapet)	43' (top of parapet)
Parking Spaces	383 & 26 trailer	482 & 0 trailer
Truck Delivery Stations	50	20

- Conor Commercial is proposing to construct an approximately 162,000 square foot spec warehouse/distribution building, with a building height of 43 feet (the maximum allowable height, not abutting single-family residential districts is 60 feet/4 stories). The building's front yard setback must comply with the M District's minimum setback requirement of 30 feet.
- The site demolition and remediation of the existing building has been completed, and they are targeting completion of construction in September 2020.
- As a component of the Site Plan Review submission, the Petitioner submitted a Traffic Impact Study for the proposed warehouse/distribution use, which analyzed the existing conditions, no-build conditions, projected conditions, and net increase in traffic to be generated by the proposed warehouse.
- The study was reviewed by Staff and concludes that there is sufficient capacity within both the signalized access into the site (north side) and full access on the south side of the site to accommodate the proposed use. It further indicates a

low traffic impact on the surrounding roadway network and further recommends that the southern access drive should be under stop sign control.

- The proposed use is permitted and the submitted site plan complies with the applicable bulk standards of the Zoning Ordinance. A full building permit application and plan submission was also submitted to the Village and is under review.

ALTERNATIVES:

1. Approve an ordinance granting site plan approval to allow the construction of a new warehouse/distribution building at 317 S. Hicks Road.
2. Do not approve an ordinance granting site plan approval to allow the construction of a new warehouse/distribution building at 317 S. Hicks Road.

RECOMMENDATION:

Based on its compliance with the applicable Zoning Ordinance requirements, Staff recommends approval of the proposed warehouse/distribution building at 317 S. Hicks Road.

ACTION REQUIRED:

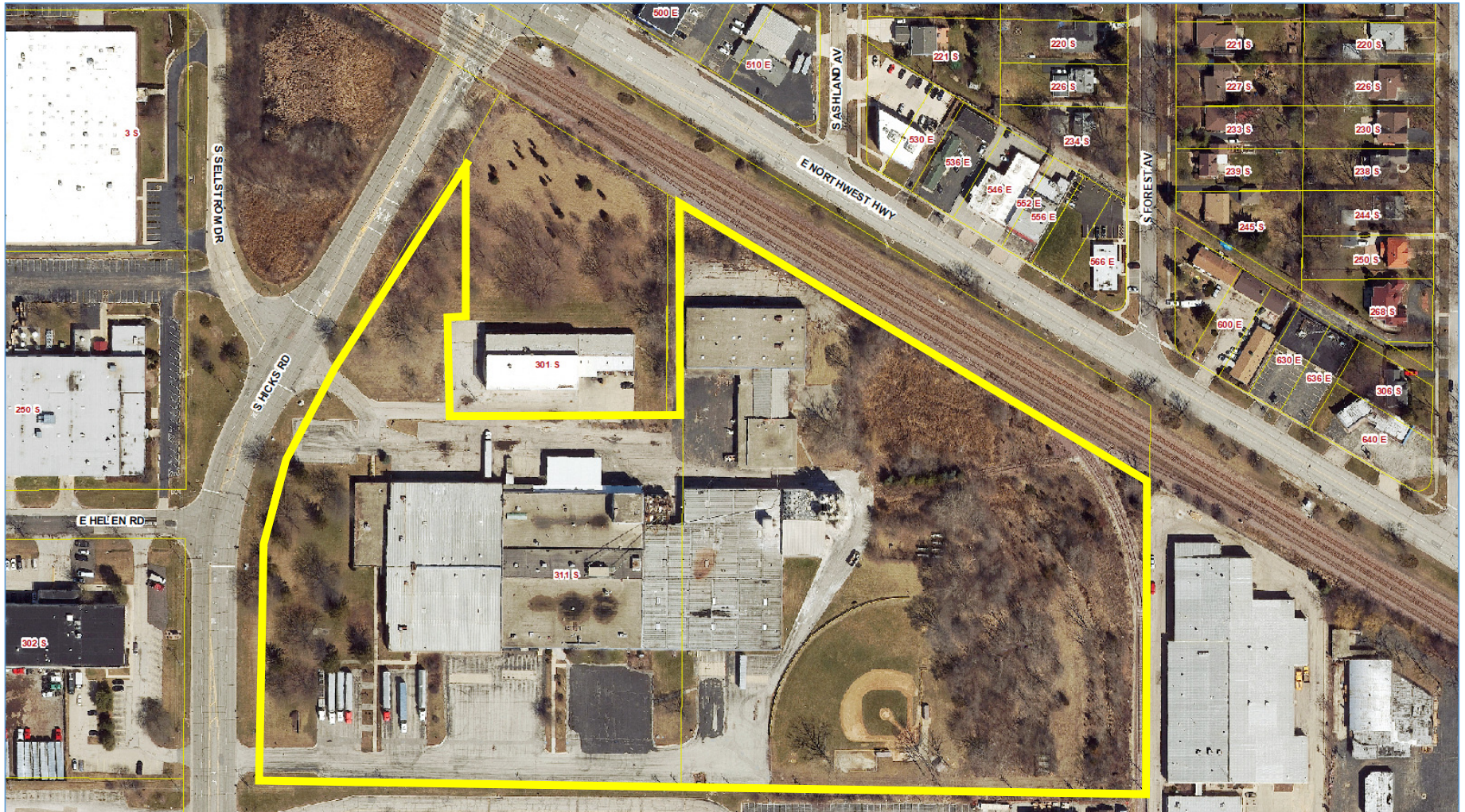
Consider an ordinance granting site plan approval to allow the construction of a new warehouse/distribution building at 317 S. Hicks Road.

ATTACHMENTS:

- Aerial Map - 317 S Hicks Road
- ORD - Site Plan Review - 317 S. Hick Road
- EXHIBIT - 2020-01-15_317S Hicks_Conceptual Design (AD Rev)
- EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20
- EXHIBIT - S. HICKS LANDSCAPE PLAN -BERM SECTION-ELEVATION--12-23-19
- EXHIBIT - NCC.Canopy Framing Plan.2020.01.15
- Previously Approved Site Plan - 317 S. Hicks Road

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Jim Schwantz, Mayor
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

317 S. Hicks Road – Site Plan Review



Attachment: Aerial Map - 317 S Hicks Road (2020-11 : 317 S. Hicks Road - Site Plan Review)

ORDINANCE NO. _____

**AN ORDINANCE GRANTING SITE PLAN APPROVAL FOR
317 S. HICKS ROAD**

WHEREAS, pursuant to an application for Site Plan approval and public meeting, held on February 3, 2020, the Village Council of the Village of Palatine, in accordance with the Municipal Code of the Village of Palatine, in such case made and provided, has held such public meeting regarding granting site plan approval to permit a warehouse distribution building, per Section 4.14 of the Palatine Zoning Ordinance on the property commonly known as 317 S. Hicks Road.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, Cook County, Illinois, acting in the exercise of their home rule power, that:

SECTION 1: Site Plan approval to permit a warehouse distribution building, per Section 4.14 of the Palatine Zoning Ordinance is hereby granted, pursuant to Section 4.14 of the Palatine Zoning Ordinance, subject to the following condition(s):

1. The site plan for the warehouse distribution building shall substantially conform to the plans prepared by Ware Malcomb dated 01/15/2020 and SMBH plans, the KLOA Traffic Impact Study, dated 01/15/20, and the landscaping/berm plan prepared by Pinnacle Engineering Group, dated 12/20/19, except as such plans may be changed to conform to Village Codes and Ordinances.
2. The executed easement encroachment agreement with Northwest Water Commission shall be submitted to the Village, prior to the issuance of a building permit. Delivery vehicles, when not in active use, shall not be stored or queued within the Northwest Water Commission easement along the southern property line.
3. The final landscape/berm plan shall be revised in a manner acceptable to the Director of Planning and Zoning.

Attachment: ORD - Site Plan Review - 317 S. Hick Road (2020-11 : 317 S. Hicks Road - Site Plan Review)

4. The final traffic directional signage plan shall be submitted in a manner acceptable to the Village Engineer.

SECTION 2: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: This ____ day of _____, 2020

AYES:____ NAYS:____ ABSENT:____ PASS:____

APPROVED by me this ____ day of _____, 2020

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk
this ____ day of _____, 2020

Village Clerk



317 HICKS ROAD

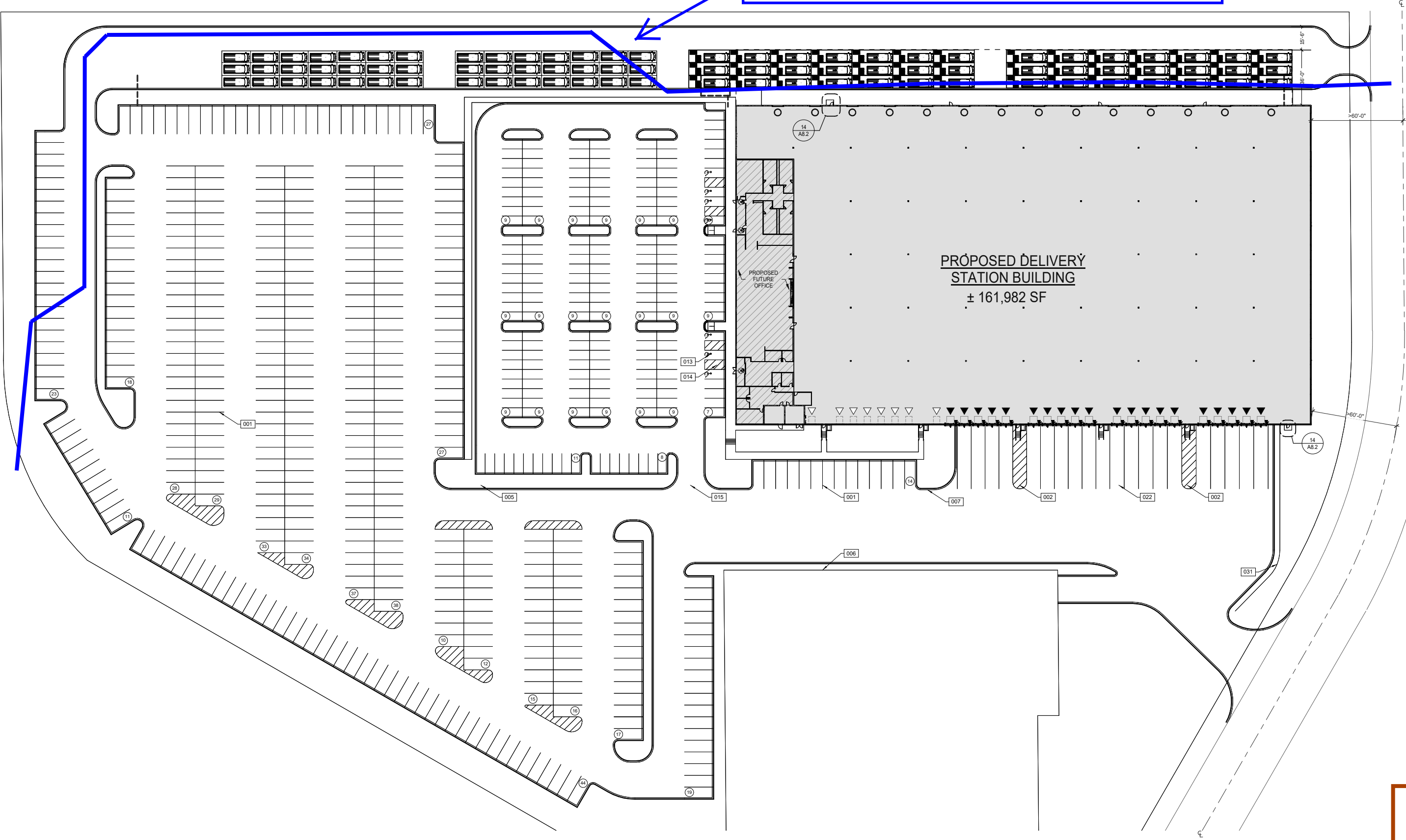
317 HICKS ROAD
PALATINE, IL

CONCEPTUAL DESIGN
CHI18-0238-00
01.15.2020

WARE MALCOMB
ARCHITECTURE | PLANNING | INTERIORS
BRANDING | CIVIL ENGINEERING



Approximate Northwest Water Commission
water line location



NORTH



PERSPECTIVE_SOUTHEAST



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance.

CONCEPTUAL DESIGN

315 S HICKS
PALATINE, ILLINOIS - CHI18-0238-00

WARE MALCOMB

01.15.2020

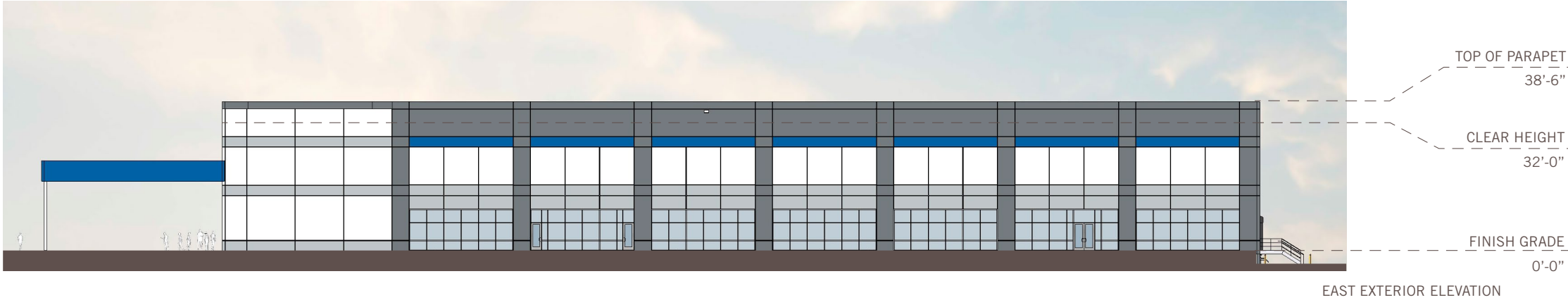
PAGE
3



CANOPY PERSPECTIVE_EAST



CANOPY PERSPECTIVE_WEST



Traffic Impact Study Proposed Warehouse/Distribution Facility

Palatine, Illinois



Prepared For:

CONOR
COMMERCIAL REAL ESTATE

KLOA
Kenig, Lindgren, O'Hara, Aboona, Inc.

January 15, 2020

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed warehouse/distribution facility to be located in Palatine, Illinois. The site, which is currently occupied by the vacant H.B. Fuller Company industrial building, is located on the east side of Hicks Road opposite Sellstrom Drive. As proposed, the site will be developed with an approximately 162,000 square-foot warehouse/distribution building. Access to the facility will be provided off Hicks Road via the existing access road serving Fel's Tool and Manufacturing Corporation and the vacant industrial building and via a full access drive on Hicks Road located approximately 600 feet south of Sellstrom Drive that will replace an existing access drive.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed warehouse will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed warehouse.

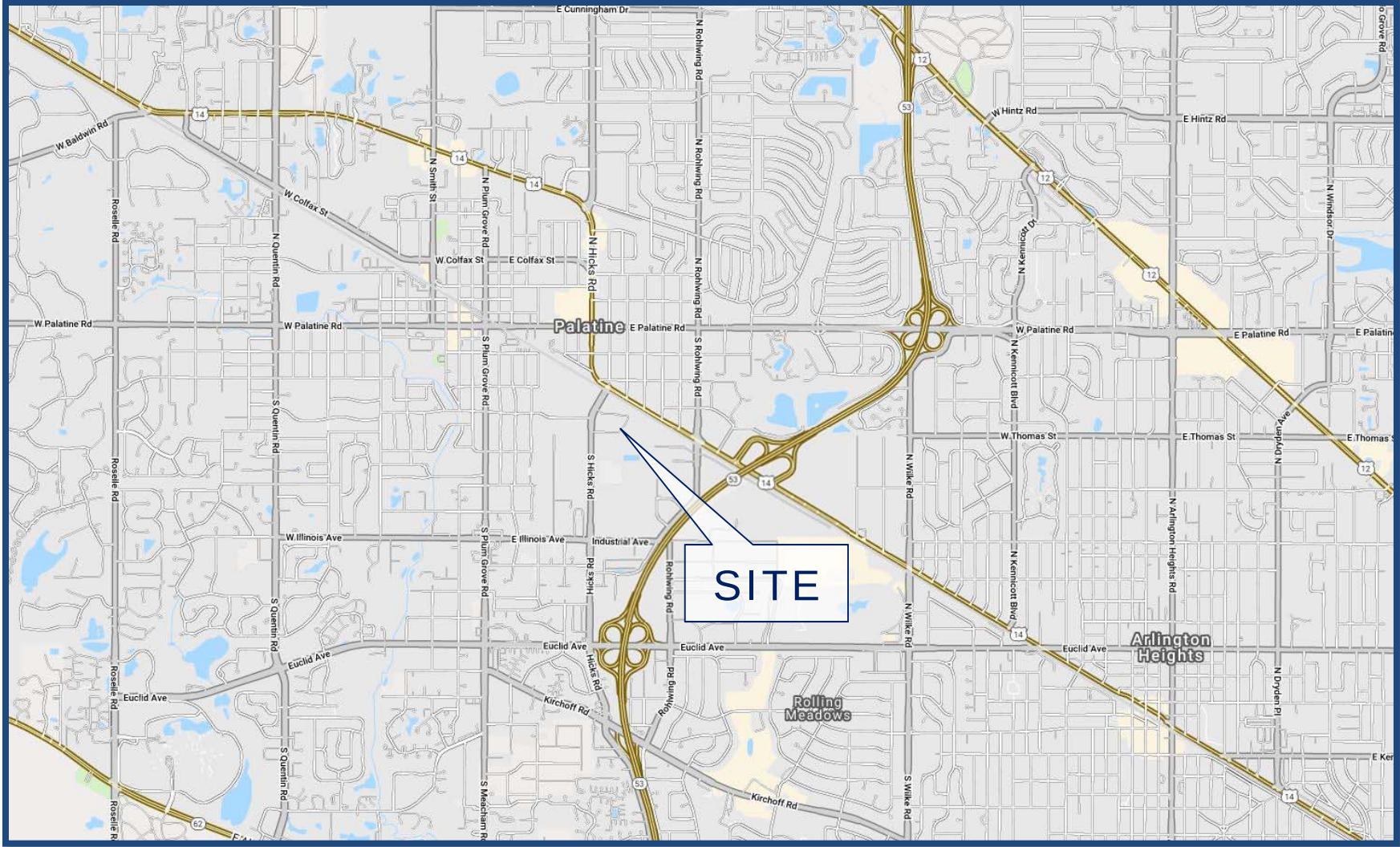
Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed warehouse
- Directional distribution of the warehouse traffic
- Vehicle trip generation for the warehouse
- Future traffic conditions including access to the warehouse
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

1. Existing Conditions – Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. No-Build Conditions – Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes increased by an ambient area growth not attributable to any particular development.
3. Projected Conditions – Analyzes the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient area growth not attributable to any particular development, and the net increase in traffic estimated to be generated by the proposed warehouse.



Site Location

Figure 1

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S.

Proposed Warehouse/Distribution Facility
Palatine, Illinois





Aerial View of Site

Figure 2

*Proposed Warehouse/Distribution Facility
Palatine, Illinois*

2. Existing Conditions

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

Site Location

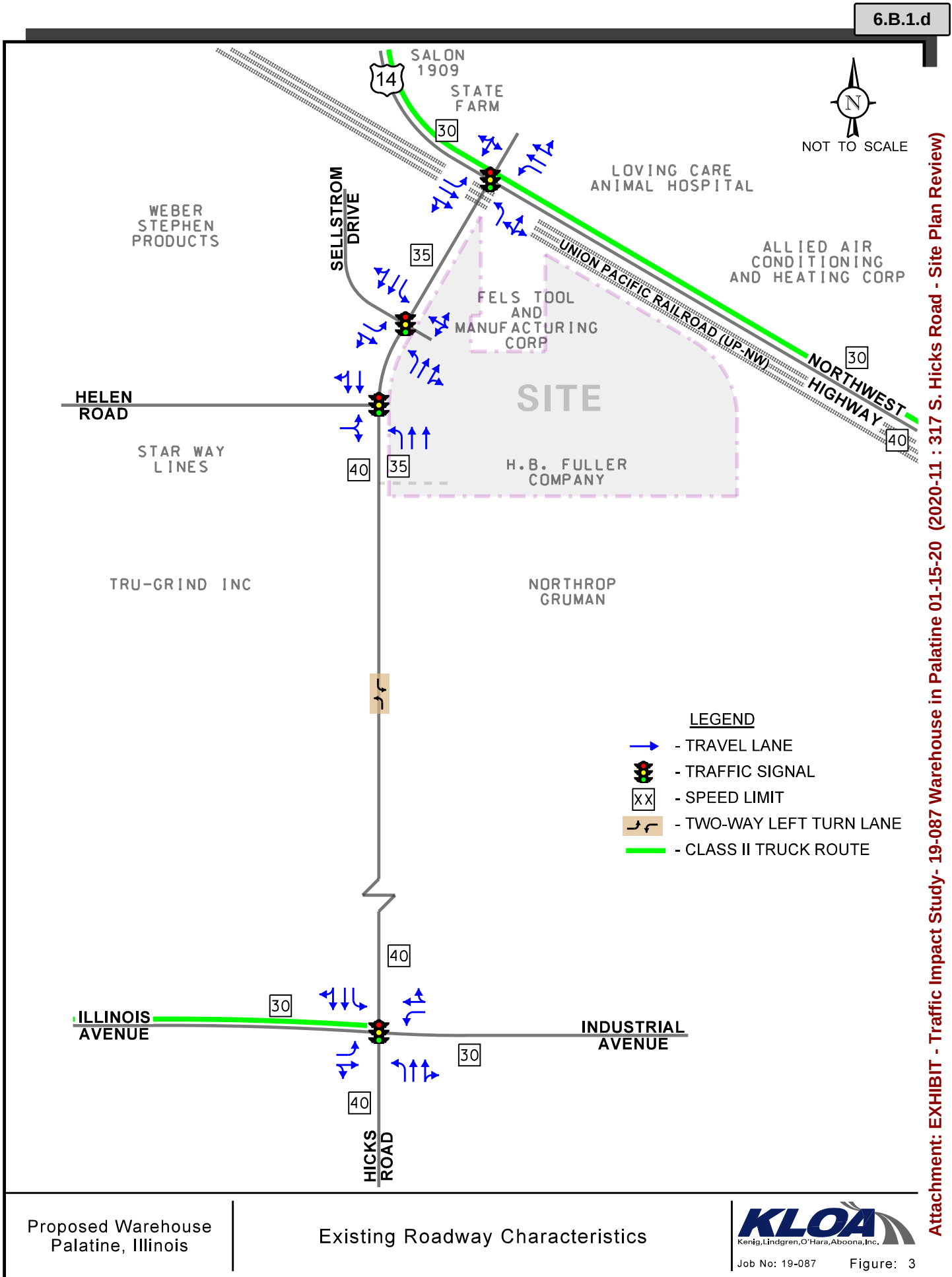
The site, which is currently occupied by the vacant H.B. Fuller Company industrial building, is located on the east side of Hicks Road at Sellstrom Drive. Land uses in the vicinity of the site are primarily residential to the north and industrial to the east, west, and south and include the Village of Rolling Meadows Public Works to the east, Northrop Grumman to the south, and Weber Stephen Products and Star Way Lines to the west. Multiple commercial developments are located north of the site along Northwest Highway.

The Fel's Tool and Manufacturing Corporation is located north of the site and is served by the existing access road that also serves the vacant H.B. Fuller Company industrial building.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below and illustrated in **Figure 3**.

Northwest Highway (U.S. Route 14) is a northwest-southeast minor arterial roadway that provides two lanes in each direction. At its signalized intersection with Hicks Road, Northwest Highway provides a combined through/left-turn lane, a through lane, and an exclusive right-turn lane on the eastbound approach and an exclusive left-turn lane, a through lane, and a combined through/right-turn lane on the westbound approach. Northwest Highway is under the jurisdiction of the Illinois Department of Transportation (IDOT) and is designated as a Class II Truck Route. Within the vicinity of the site, Northwest Highway has a posted speed limit of 30 miles per hour and is not designated as a Strategic Regional Arterial. Northwest Highway carries an AADT volume of 25,200 vehicles west of Hicks Road and 19,000 vehicles east of Hicks Road (IDOT 2017).



Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Hicks Road is a north-south major collector roadway that in the vicinity of the site provides two through lanes in each direction. South of Helen Road, Hicks Road is generally divided by a two-way left-turn lane. At its signalized intersection with Northwest Highway, Hicks Road provides an exclusive left-turn lane and a combined left-turn/through/right-turn lane on the northbound approach. The north leg of this intersection is an access drive that serves the commercial uses on the north side of Northwest Highway and provides a combined left-turn/through/right-turn lane. At its signalized intersection with Sellstrom Drive, Hicks Road provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on both approaches. Approximately 75 feet south of Northwest Highway, Hicks Road has an at-grade crossing with Union Pacific Railroad tracks which carry the UP-NW Metra Commuter rail line. The northbound stop bar on Hicks Road at its intersection with Northwest Highway is located south of this crossing to prevent vehicles from stopping on the tracks. At its signalized intersection with Illinois Avenue and Industrial Avenue, Hicks Road provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on both approaches. Hicks Road is under the jurisdiction of IDOT, carries an AADT volume of 11,500 vehicles (IDOT 2018), and has a posted speed limit of 35 miles per hour north of Helen Road and 40 miles per hour south of Helen Road.

Industrial Avenue is an east-west major collector roadway provides one through lane in each direction. At its signalized intersection with Hicks Road, which forms the east leg of this intersection, Industrial Avenue provides an exclusive left-turn lane and a combined through/right-turn lane on the westbound approach and is aligned opposite Illinois Avenue. Industrial Avenue is under the jurisdiction of the Village of Rolling Meadows, carries an AADT volume of 5,600 vehicles (IDOT 2018), and has a posted speed limit of 30 miles per hour.

Illinois Avenue is an east-west local roadway provides one through lane in each direction. At its signalized intersection with Hicks Road, which forms the west leg of this intersection, Illinois Avenue provides an exclusive left-turn lane and a combined through/right-turn lane on the eastbound approach and is aligned opposite Industrial Avenue. Illinois Avenue is under the jurisdiction of the Village of Palatine, has a posted speed limit of 30 miles per hour, and is designated as a Class II Truck Route from Vermont Street to Hicks Road.

Helen Road is an east-west local roadway that extends from Hicks Road to its terminus approximately one mile to the west. At its signalized intersection with Hicks Road, Helen Road provides an exclusive left-turn lane and an exclusive right-turn lane. Helen Road is under the jurisdiction of the Village of Palatine, has a posted speed limit of 25 miles per hour, and is designated as a Class III Truck Route from Oak Street to Hicks Road.

Sellstrom Drive is a north-south local roadway that extends from Hicks Road to its terminus approximately 500 feet to the north. At its signalized intersection with Hicks Road, Sellstrom Drive provides an exclusive right-turn lane and a combined through/right-turn lane. The west leg of this intersection is the H.B. Fuller/Fel's access road, which provides a combined left-turn/through/right-turn lane. Sellstrom Drive is under the jurisdiction of the Village of Palatine.

Traffic Signal Interconnect

The intersection of Hicks Road with Northwest Highway is part of a 17-signal interconnect system that extends along Northwest Highway from Baldwin Road two and a half miles south and then east to Wilke Road. The intersections of Hicks Road with Sellstrom Drive, Helen Road, the Northrop Grumman entrance, and Illinois Avenue/Industrial Avenue are part of a separate interconnect system.

Existing Traffic Volumes

In order to determine current traffic conditions within the study area, KLOA, Inc. conducted peak period traffic counts utilizing Miovision Scout Collection Units at the following intersections:

- Hicks Road with Northwest Highway
- Hicks Road with Sellstrom Drive
- Hicks Road with Industrial Avenue/Illinois Avenue

The traffic counts were conducted on Wednesday, April 3, 2019 during the weekday morning (6:00 A.M. to 9:00 A.M.) and weekday evening (3:00 P.M. to 6:30 P.M.) peak periods. The results of the traffic counts show that the peak hours of traffic generally occur between 7:15 A.M. and 8:15 A.M. during the morning peak period and between 4:30 P.M. and 5:30 P.M. during the evening peak period. Copies of the traffic count summary sheets are included in the Appendix. **Figure 4** illustrates the existing peak hour vehicle traffic volumes.

Train Operations

The at-grade train crossing of the UP-NW Metra Rail Line with Hicks Road was observed during the peak periods to determine how often passing trains obstructed traffic movements. It was observed that the at-grade crossing was blocked nine times during the weekday morning peak hour for an average of 61 seconds. Further, it was observed that the at-grade crossing was blocked five times during the weekday evening peak hour for an average of 65 seconds.

Given the proximity of the railroad crossing to the traffic signal at the intersection of Northwest Highway and Hicks Road, the crossing and signal are interconnected. During a train event, a preemptive northbound phase is provided in order to clear any cars that may be stopped on the railroad tracks followed by an eastbound-westbound through green phase on Northwest Highway during which the eastbound right turns and westbound left turns are prohibited.

Crash Analysis

KLOA, Inc. obtained accident data for the most recent available past five years (2013 to 2017) for the intersections of Hicks Road with Northwest Highway, Sellstrom Drive, and Illinois Avenue/Industrial Avenue. A review of the crash data revealed no fatalities were reported at any of the studied intersections during the review period. A summary of the crash data for the intersections is shown in **Tables 1 through 3.**¹

¹ IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. The author is responsible for any data analyses and conclusions drawn.

Table 1

HICKS ROAD WITH NORTHWEST HIGHWAY - CRASH SUMMARY

Year	Type of Accident Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2013	0	0	4	0	1	0	5
2014	0	0	2	1	2	0	5
2015	0	0	5	2	3	0	10
2016	0	0	5	0	1	0	6
2017	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>4</u>
Total	0	0	18	3	9	0	30
Average/Year	--	--	3.6	<1.0	1.8	--	6.0

Table 2

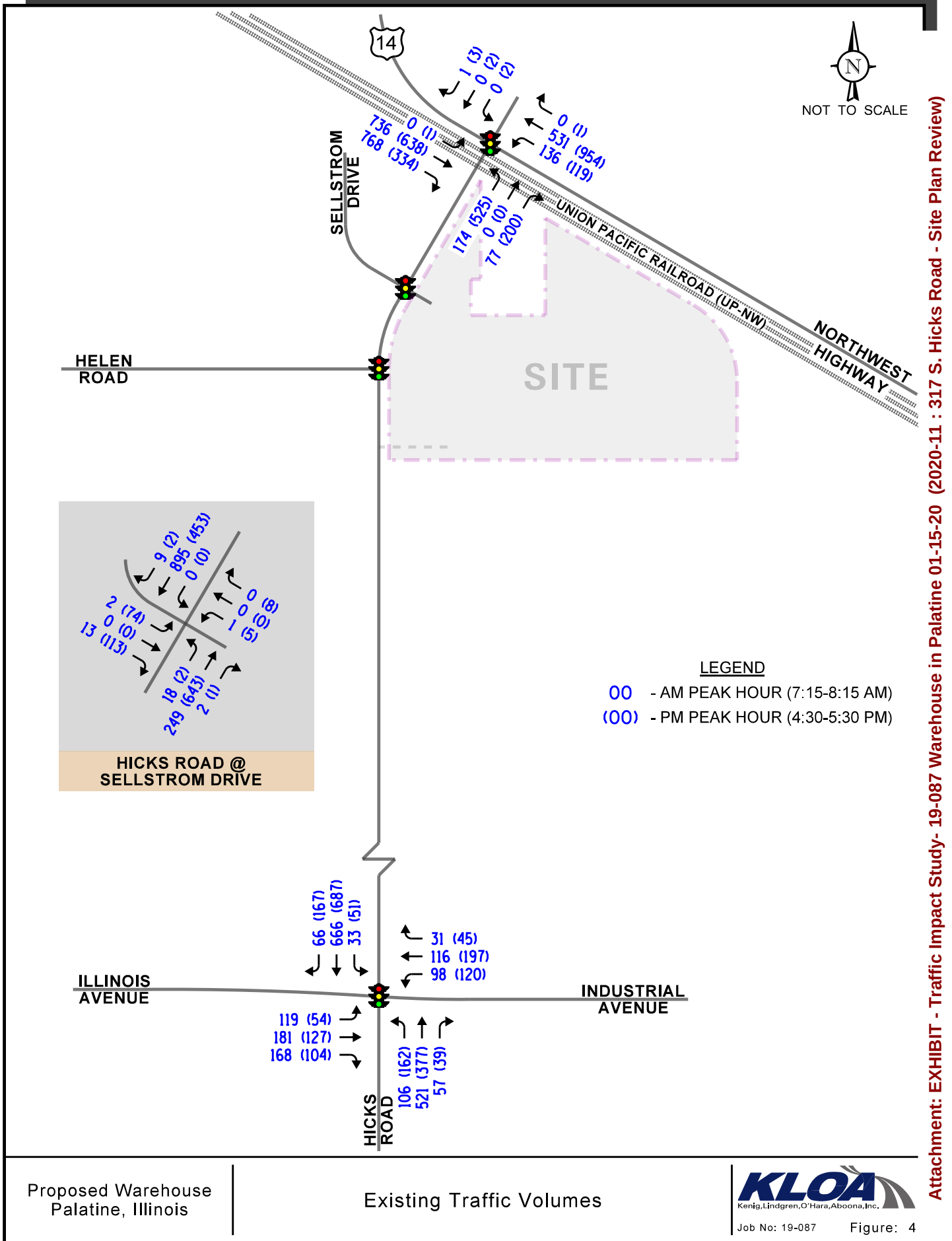
HICKS ROAD WITH SELLSTROM DRIVE/ACCESS ROAD - CRASH SUMMARY

Year	Type of Accident Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2013	0	0	0	0	0	0	0
2014	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0
2016	0	1	1	0	0	0	2
2017	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total	0	1	2	0	0	0	3
Average/Year	--	<1.0	<1.0	--	--	--	<1.0

Table 3

HICKS ROAD WITH ILLINOIS AVENUE/INDUSTRIAL AVENUE - CRASH SUMMARY

Year	Type of Accident Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2013	1	0	0	0	2	0	3
2014	4	0	2	1	0	0	7
2015	0	1	4	0	0	1	6
2016	1	0	2	0	1	0	4
2017	<u>2</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Total	8	1	11	1	3	1	25
Average/Year	1.6	<1.0	2.2	<1.0	<1.0	<1.0	5.0



3. Traffic Characteristics of the Proposed Development

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

Proposed Site and Development Plan

As proposed, the site will be developed with a single 162,000 square foot warehouse/distribution building with 20 truck loading docks and a surface parking lot containing 644 parking spaces. The proposed lot will provide parking for both employee vehicles as well as the “DSP” cargo sprinter vans used in the delivery of packages from the facility. The proposed facility will be used to load the vans with packages for distribution within local neighborhoods and areas surrounding the facility.

Based on information provided by the operator, five shifts of 32 DSP vans will load and depart the delivery station in 30-minute intervals between 8:00 A.M. and 10:30 A.M. and three shifts of 31 DSP vans will depart the delivery station each 30 minutes between 12:30 P.M. to 2:00 P.M. After DSP drivers complete their routes, they will return to the distribution center with non-deliverable packages, park their DSP van in the proposed surface parking lot, and leave using their personal vehicle. The facility will also use a flexible delivery system where individuals will use their own vehicles to deliver packages to customers. However, all activity for this system will occur outside of the peak hours.

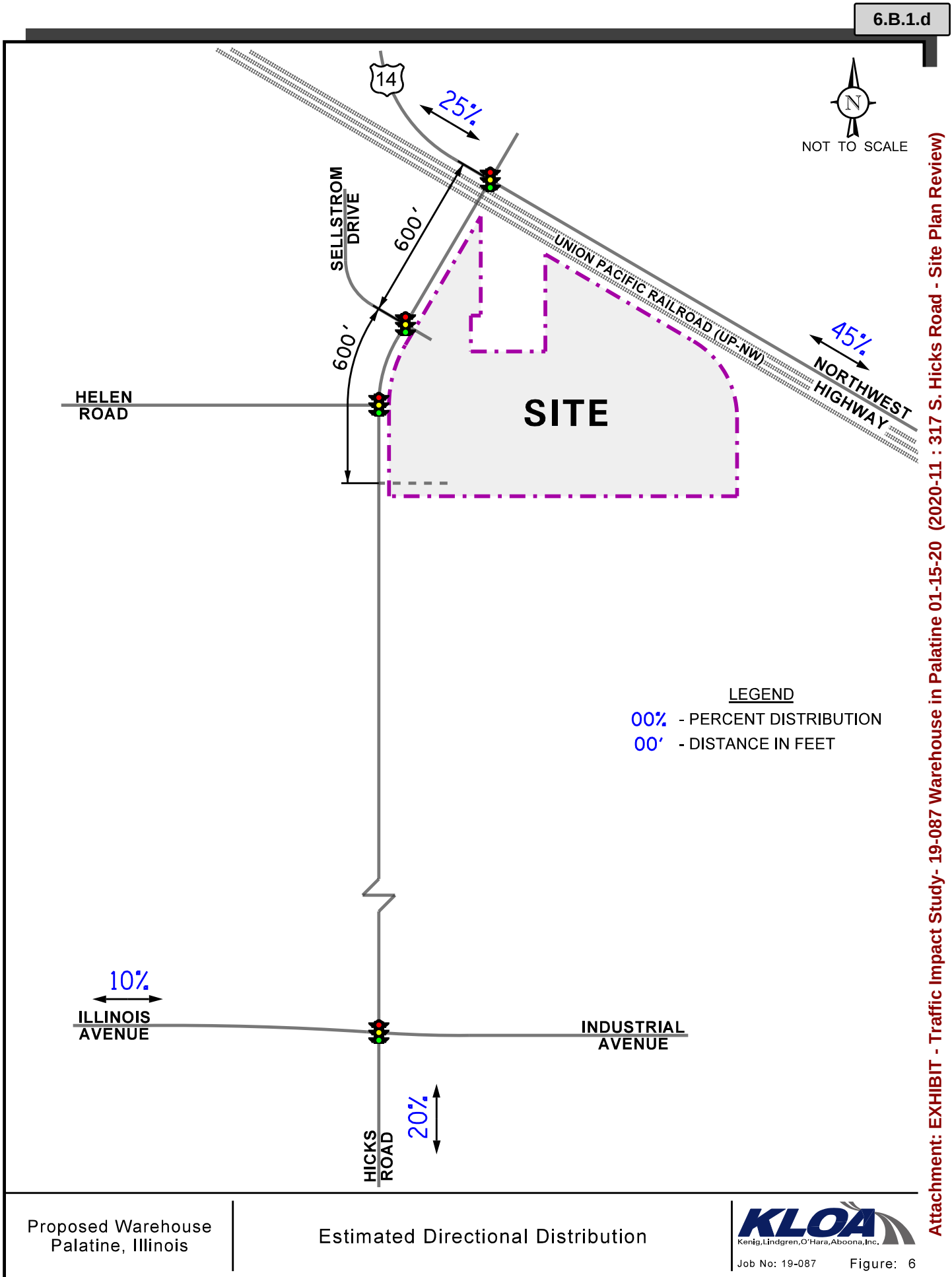
Access to the site will be provided via the following:

- The existing access road that is signalized at Hicks Road that serves the vacant H.B. Fuller industrial building and Fel’s Tool and Manufacturing Corporation. This access road is aligned opposite Sellstrom Drive and provides one inbound and one outbound lane.
- A full movement access drive off Hicks Road that will be located approximately 600 feet south of Sellstrom Drive and will replace an existing access drive serving the site. This access drive will provide one inbound lane and one outbound lane with outbound movements under stop sign control.

The northern access drive will be utilized by heavy vehicles, employees, and returning delivery DSP vans and the southern access drive will be utilized by DSP vans exiting the staging area. A copy of the preliminary site plan is included in the appendix.

Directional Distribution

The directions from which employees of the proposed warehouse/distribution facility will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the facility-generated traffic.



Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Peak Hour Traffic Volumes

Based on trip generation data provided by the operator for a similar facility, it is estimated that there will be approximately 131 inbound vehicles and 17 outbound vehicles during the weekday morning peak hour, 64 inbound vehicles and 74 outbound vehicles during the weekday evening peak hour, and a daily total of approximately 1,494 inbound and outbound vehicles. It should be noted that arriving and departing vehicles will be spread out over the hour as arriving DSP vans and flex vehicles will be limited to arriving and departing in small groups.

Table 3 summarizes the number of trips estimated to be generated by the proposed development.

Table 1
ESTIMATED SITE-GENERATED TRAFFIC VOLUMES

Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Trips
	In	Out	Total	In	Out	Total	
Facility Employees	80	0	80	0	10	10	340
DSP Drivers	48	0	48	0	64	64	506
DSP Vans	0	16	16	64	0	64	506
Semi-trailer Trucks	3	1	4	0	0	0	30
Personal Vehicle Delivery	0	0	0	0	0	0	112
Warehouse/Distribution Facility (162,000 s.f.)	131	17	324	64	74	138	1,494

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

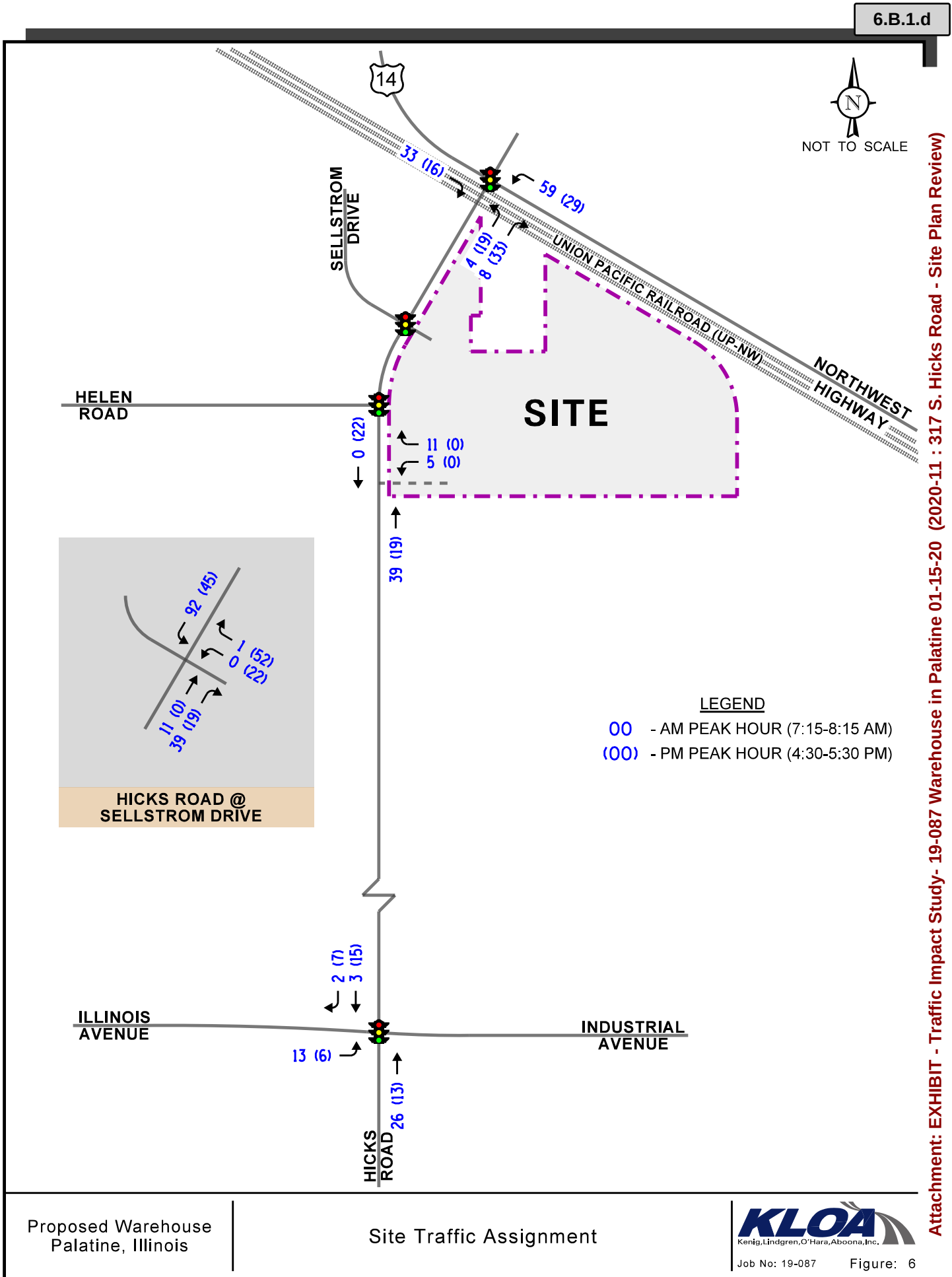
The estimated weekday morning and weekday evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution. **Figure 6** illustrates the traffic assignment of the new vehicle trips. As previously indicated, semi-trailer deliveries will primarily overnight between. As such, the traffic projected to be generated by the proposed development will primarily be passenger vehicles and vans during the peak hours.

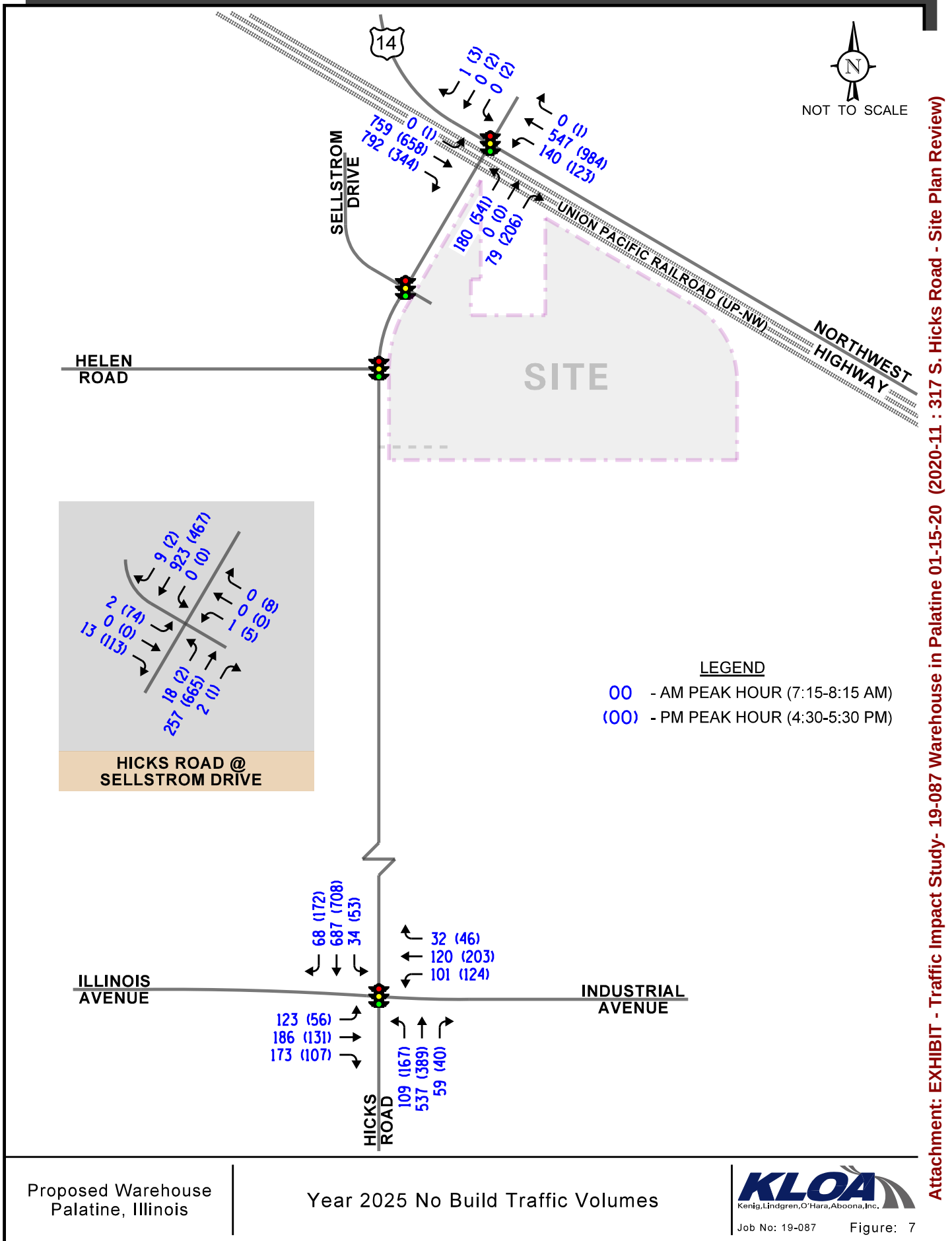
Background (No-Build) Traffic Conditions

The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on AADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes were increased by an annually compounded growth rate of 0.51 percent per year for six years (buildout year plus five years) for a total of 3.1 percent. A copy of the CMAP 2050 projections letter is included in the Appendix. The Year 2025 no-build traffic volumes, which include the existing traffic volumes increased by the regional growth factor, are illustrated in **Figure 7**.

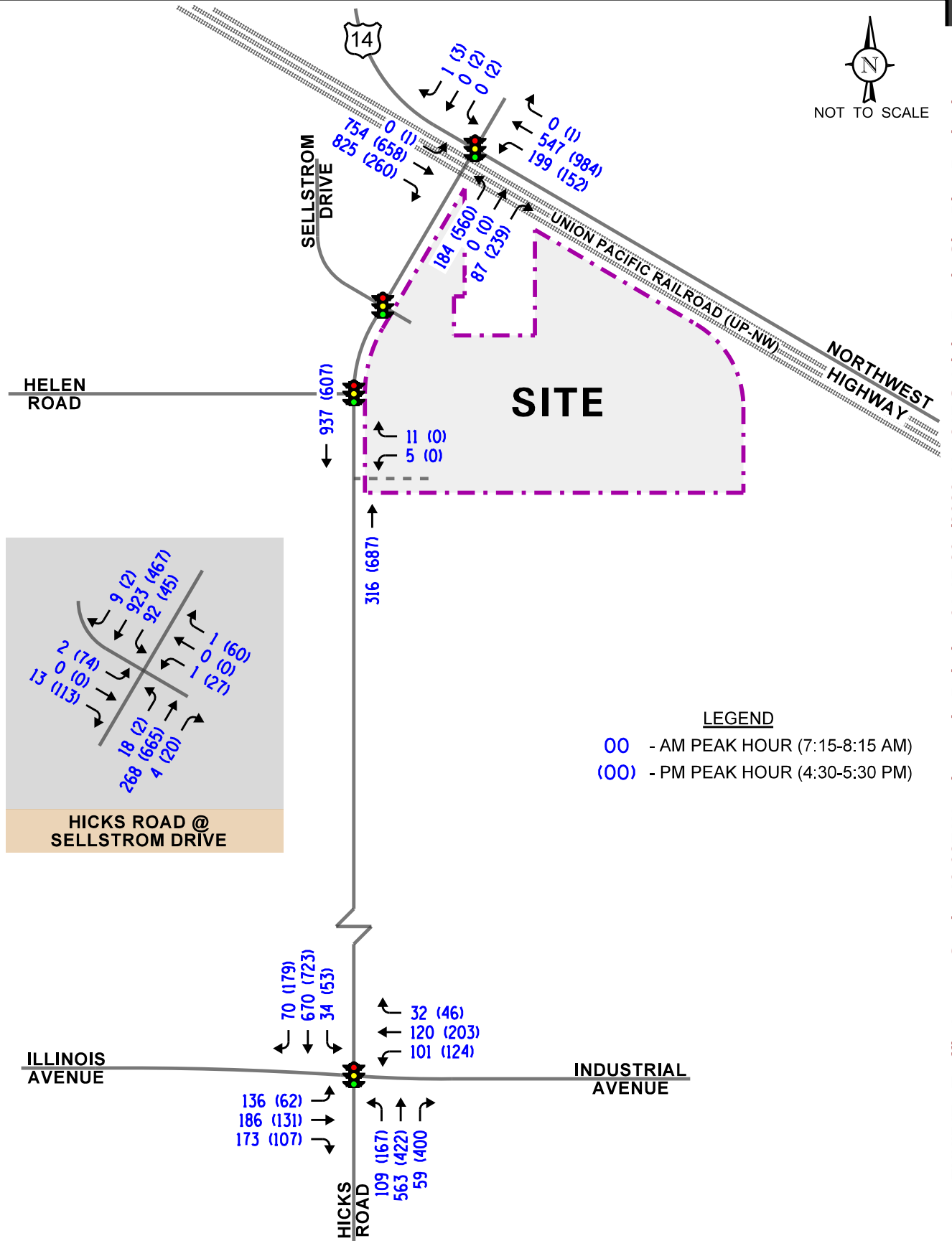
Total Projected Traffic Volumes

The facility-generated traffic (Figures 6) was added to the Year 2025 no-build traffic volumes to determine the Year 2025 total projected traffic volumes, as shown in **Figure 8**.





Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)



Proposed Warehouse
Palatine, Illinois

Year 2025 Total Projected Traffic Volumes

KLOA
Kenig, Lindgren, O'Hara, Aboona, Inc.
Job No: 19-087 Figure: 8

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modification are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the existing (Year 2019) and Year 2025 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using the Synchro/SimTraffic 10 software. The analysis for the traffic-signal controlled intersections were accomplished using field measured cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and Year 2025 total projected conditions are presented in **Tables 5** through **8**. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 5

CAPACITY ANALYSIS RESULTS – HICKS ROAD WITH NORTHWEST HIGHWAY – SIGNALIZED

	Peak Hour	Eastbound		Westbound		Northbound		Southbound	Overall
		L/T	R	L	T/R	L	L/T/R	L/T/R	
Year 2019 Existing Traffic Volumes	Weekday Morning Peak Hour	C 21.8	A 7.2	B 12.6	B 12.4	D 42.7	D 42.4	E 58.0	B 16.8
		B – 14.3		B – 12.4		D – 42.6			
	Weekday Evening Peak Hour	C 24.8	A 3.4	B 14.7	B 17.8	E 56.2	E 57.6	E 56.7	C 27.9
		B – 17.5		B – 17.5		E – 56.9			
Year 2025 No-build Traffic Volumes	Weekday Morning Peak Hour	C 22.4	A 7.9	B 13.2	B 12.7	D 42.8	D 42.5	E 58.0	B 17.3
		B – 15.0		B – 12.8		D – 42.6			
	Weekday Evening Peak Hour	C 25.9	A 3.6	B 15.4	B 18.7	E 55.7	E 57.2	E 56.7	C 28.3
		B – 18.2		B – 18.3		E – 56.4			
Year 2025 Projected Traffic Volumes	Weekday Morning Peak Hour	C 25.0	B 10.4	B 17.2	B 13.2	D 42.9	D 42.7	E 58.0	B 19.1
		B – 17.4		B – 14.2		D – 42.8			
	Weekday Evening Peak Hour	C 28.9	A 4.0	B 17.7	C 20.3	D 53.8	E 56.3	E 56.7	C 29.5
		C – 20.1		B – 19.9		E – 55.0			
Letter denotes Level of Service Delay is measured in seconds.		L – Left Turns R – Right Turns T – Through							

Table 6

CAPACITY ANALYSIS RESULTS – HICKS DRIVE WITH SELLSTROM DRIVE– SIGNALIZED

	Peak Hour	Eastbound		Westbound L/T/R	Northbound		Southbound		Overall
		L	T/R		L	T/R	L	T/R	
Year 2019 Existing Traffic Volumes	Weekday Morning Peak Hour	C 31.5	C 35.0	C 32.0	A 1.6	A 1.3	--	A 3.1	A 3.2
		C – 34.6			A – 1.4		A – 3.1		
	Weekday Evening Peak Hour	D 39.2	D 46.2	C 30.3	A 2.5	A 4.5	--	A 5.9	B 10.8
		D – 43.4			A – 4.5		A – 5.9		
Year 2025 No- build Traffic Volumes	Weekday Morning Peak Hour	C 31.5	C 35.0	C 32.0	A 1.6	A 1.3	--	A 3.2	A 3.2
		C – 34.6			A – 1.3		A – 3.2		
	Weekday Evening Peak Hour	D 40.5	D 48.4	C 30.6	A 2.0	A 4.6	--	A 5.8	B 10.9
		D – 45.3			A – 4.5		A – 5.8		
Year 2025 Projected Traffic Volumes	Weekday Morning Peak Hour	C 31.5	C 35.0	C 32.0	A 1.4	A 3.6	A 1.3	A 3.2	A 3.5
		C – 34.6			A – 3.4		A – 3.0		
	Weekday Evening Peak Hour	D 41.9	D 48.4	D 44.3	A 2.0	A 7.3	A 3.6	A 5.8	B 13.8
		D – 45.8			A – 7.3		A – 5.6		
Letter denotes Level of Service L – Left Turns R – Right Turns Delay is measured in seconds. T – Through									

Table 7

CAPACITY ANALYSIS RESULTS – HICKS ROAD WITH ILLINOIS AVENUE AND INDUSTRIAL AVENUE - SIGNALIZED

	Peak Hour	Eastbound		Westbound		Northbound		Southbound		Overall
		L	T/R	L	T/R	L	T/R	L	T/R	
Year 2019 Existing Traffic Volumes	Weekday Morning Peak Hour	B 16.5	D 46.1	B 18.3	C 26.5	B 13.8	B 19.6	A 7.0	C 22.5	C 24.6
		D – 38.6		C – 23.2		B – 18.7		C – 21.8		
	Weekday Evening Peak Hour	B 15.6	D 36.3	B 18.9	C 34.9	C 26.1	B 18.9	B 10.7	C 34.5	C 29.1
		C – 32.3		C – 29.6		C – 20.9		C – 33.2		
Year 2025 No-build Traffic Volumes	Weekday Morning Peak Hour	B 16.5	D 47.5	B 18.5	C 26.7	B 14.2	B 20.0	A 7.0	C 23.1	C 25.2
		D – 39.6		C – 23.4		B – 19.1		C – 22.4		
	Weekday Evening Peak Hour	B 15.6	D 37.2	B 19.1	C 35.5	C 26.4	B 20.2	B 10.7	C 37.5	C 30.8
		C – 33.1		C – 30.0		C – 22.0		C – 36.0		
Year 2025 Projected Traffic Volumes	Weekday Morning Peak Hour	B 16.9	D 44.6	B 18.5	C 27.9	B 14.3	B 20.5	A 7.0	C 23.0	C 24.8
		D – 37.0		C – 23.9		B – 19.6		C – 22.3		
	Weekday Evening Peak Hour	B 15.8	D 37.2	B 19.1	D 35.9	C 26.4	C 20.4	B 10.7	D 40.2	C 31.9
		C – 32.8		C – 30.3		C – 22.1		D – 38.6		
Letter denotes Level of Service L – Left Turns R – Right Turns Delay is measured in seconds. T – Through										

Table 8
CAPACITY ANALYSIS RESULTS - PROJECTED CONDITIONS
HICKS ROAD WITH PROPOSED ACCESS DRIVE – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
• Westbound Approach	B	10.6	--	--
LOS = Level of Service Delay is measured in seconds. Note: This intersection operates under two-way stop sign control				

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the warehouse-generated traffic.

Hicks Road with Northwest Highway

The results of the capacity analysis indicate that overall this intersection currently operates at Level of Service (LOS) B during the weekday morning peak hour and at LOS C during the weekday evening peak hour. Furthermore, the eastbound and westbound approaches currently operate at LOS B during both peak hours. However, the northbound approach operates at LOS D during the weekday morning and at LOS E during the weekday evening and the southbound approach operates at LOS E during both peak hours. This is due primarily to the long cycle length of 130 seconds, the split phase operation of the northbound and southbound approaches, and the allocation of the majority of the green time to Northwest Highway.

Under Year 2025 no-build conditions, this intersection is projected to continue operating at the same LOS during the weekday morning and weekday evening peak hours with increases in delay of less than one second. Furthermore, all approaches are projected to continue to operate at the same LOS during both peak hours with an increase in delay of less than one second.

Under Year 2025 total projected conditions, this intersection is projected to continue operating at the same LOS during the weekday morning and weekday evening peak hours with increases in delay of less than two seconds. Furthermore, all approaches are projected to continue to operate at a similar LOS during both peak hours with an increase in delay of less than three seconds. It should be noted that while a high percentage of the traffic generated by the proposed warehouse will access the site by making a westbound left turn at this intersection, the westbound left-turn movement will continue to operate at the same LOS and 95th percentile queues will continue to be accommodated by the existing left-turn lane which provides a storage length of 160 feet.

Under existing conditions, the northbound approach currently experiences 95th percentile queues of approximately 180 feet during the weekday morning peak hour and approximately 465 feet during the weekday evening peak hour. This confirms field observations conducted by KLOA, Inc. which found that northbound queues at this intersection extended to intersection of Hicks Road with Sellstrom Drive zero times during the morning peak hour and ten times during the evening peak hour. It should be noted that six of the ten times northbound traffic extended to the intersection of Hicks Road and Sellstrom Drive occurred between 4:30 P.M. and 4:45 P.M. and can be partially attributed to the high volume of Weber Stephens Products exiting traffic. It should be noted that while these queues do extend to the location of Sellstrom Drive and the access road during the evening peak hour, vehicles do not typically block the intersection, allowing vehicles to turn on to Hicks Road. Under total projected conditions, the northbound approach is projected to experience 95th percentile queues of approximately 195 feet during the morning peak hour and 570 feet during the evening peak hour. These queues currently clear the intersection of Hicks Road and Sellstrom Drive within one cycle and the intersection of Hicks Road with Northwest Highway within two cycles and are projected to continue to do so.

In addition to the queueing caused by typical traffic patterns, and as previously mentioned, the northbound approach is impacted when the UP-NW at-grade crossing is blocked by a commuter train. As previously indicated, the approach is blocked nine times during the weekday morning peak hour and four times during the weekday evening peak hour. However, as the trains on average block the crossing for approximately one minute, northbound traffic is typically able to clear within one green cycle during the weekday morning peak hour and one to two cycles during the weekday evening peak hour.

SimTraffic simulations of the intersection showed that northbound queues originating at this intersection or the intersection of Hicks Road and Sellstrom Drive will not extend to the location of the proposed access drive 600 feet south of Sellstrom drive. This is further confirmed by field observations performed by KLOA, Inc. which indicated that the location of the proposed access drive was not blocked during the peak hours.

Hicks Road with Sellstrom Drive and the Fel's/H.P. Fuller/Site Access Road

The results of the capacity analysis indicate that overall this intersection currently operates at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. Furthermore, the northbound and southbound approaches currently operate at LOS A during both peak hours and the westbound approach operates at LOS C during both peak hours. The eastbound approach currently operates at LOS C during the weekday morning and at LOS D during the weekday evening. As previously mentioned, northbound queues at the intersection of Hicks Road with Northwest Highway extend to this intersection during the evening peak hour. However, these queues clear the intersection within one cycle, and vehicles are typically able to still exit even when the northbound queue extend to this intersection, as queuing vehicles do not block the intersection.

Under Year 2025 no-build conditions, this intersection is projected to continue operating at the same LOS during the weekday morning and weekday evening peak hours with increases in delay of less than one second. Furthermore, all approaches are projected to continue to operate at the same LOS during both peak hours with an increase in delay of less than one second.

Under Year 2025 total projected conditions, this intersection is projected to continue operating at the same LOS during the weekday morning and weekday evening peak hours with increases in delay of one and three seconds, respectively. Furthermore, the eastbound, northbound, and southbound approaches are projected to continue to operate at the same LOS during both peak hours with increase in delay of approximately two seconds or less. The westbound approach is projected to continue to operate at LOS C during the weekday morning peak hour and LOS D during the weekday evening peak hour

When the total projected traffic volumes are compared to the turn lane warrant guidelines published in Chapter 36 of the IDOT *Bureau of Design and Environment* (BDE) Manual, a northbound right-turn lane serving the access drive will not be warranted. In addition, the 95th percentile queues for the southbound left turns are projected to be one vehicle in length and, as such, will be accommodated by the existing southbound left-turn lane.

Based on the above and given that the northbound queues on Hicks Road will not typically block this intersection, the existing access road at its intersection with Hicks Road has sufficient reserve capacity to accommodate traffic generated by the proposed warehouse and no roadway improvements are required as part of the development.

Hicks Road with Illinois Avenue with Industrial Avenue

The results of the capacity analysis indicate that the intersection currently operates at LOS C during the weekday morning peak and weekday evening peak hours. Under Year 2025 conditions, the intersection is projected to continue to operate at the same LOS during both peak hours with increases in delay of less than three seconds. As such, the traffic projected to be generated by the proposed warehouse will have a limited impact on the operations of this intersection and no roadway or traffic control improvements will be required.

Hicks Road with the Proposed Access Drive

Based on the operations of the proposed facility, this access drive will only be utilized by outbound DSP vans which will leave the site during set times in the morning and midday. The results of the capacity analysis indicate that outbound movements from the proposed access drive onto Hicks Road are projected to operate at LOS B during the weekday morning peak hour with 95th percentile queues of one to two vehicles. As such, this access drive will be adequate in accommodating the traffic projected to be generated by the proposed facility and will ensure efficient and flexible access is provided.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- Overall, the traffic that will be generated by the proposed warehouse/distribution facility will have a low traffic impact on the surrounding roadway network and the study area intersections will continue operating at the same levels of service under future conditions.
- The proposed access system on Hicks Road will be adequate in accommodating the traffic projected to be generated by the proposed warehouse.
- The outbound movements from the southern access drive should be under stop sign control.
- Based on the guidelines provided in the IDOT BDE Manual and the projected traffic volumes, a northbound right-turn lane serving the proposed access drives off Hicks Road will not be warranted.

Appendix

Traffic Count Summary Sheets
Preliminary Site Plan
CMAP 2050 Projections Letter
Level of Service Criteria
Capacity Analysis Summary Sheets

Traffic Count Summary Sheets



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 abowen@kloainc.com

Count Name: US 14 with S Hicks Rd
Site Code:
Start Date: 04/03/2019
Page No: 1

Turning Movement Data

Start Time	US 14 Eastbound						US 14 Westbound						S Hicks Rd Northbound						Parking Lot Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
6:00 AM	0	0	98	90	0	188	0	10	51	0	0	61	0	14	0	3	0	17	0	0	0	0	0	0	266
6:15 AM	0	0	127	113	0	240	0	13	66	0	0	79	0	17	0	6	0	23	0	0	0	0	0	0	342
6:30 AM	0	0	171	121	0	292	0	18	80	0	0	98	0	20	0	9	0	29	0	0	0	0	0	0	419
6:45 AM	0	0	169	150	0	319	0	33	94	0	0	127	0	29	0	9	0	38	0	0	0	0	0	0	484
Hourly Total	0	0	565	474	0	1039	0	74	291	0	0	365	0	80	0	27	0	107	0	0	0	0	0	0	1511
7:00 AM	0	0	169	190	0	359	0	36	98	0	0	134	0	26	0	16	0	42	0	0	0	0	1	0	535
7:15 AM	0	0	176	160	0	336	0	24	110	0	0	134	0	48	0	25	0	73	0	0	0	0	0	0	543
7:30 AM	0	0	229	196	0	425	0	33	132	0	0	165	0	43	0	21	0	64	0	0	0	0	0	0	654
7:45 AM	0	0	174	190	0	364	0	37	156	0	0	193	0	52	0	15	0	67	0	0	0	0	0	0	624
Hourly Total	0	0	748	736	0	1484	0	130	496	0	0	626	0	169	0	77	0	246	0	0	0	0	1	0	2356
8:00 AM	0	0	157	222	0	379	0	42	133	0	0	175	0	30	0	16	0	46	0	0	0	1	0	1	601
8:15 AM	0	1	171	171	0	343	0	34	144	1	0	179	0	37	0	7	0	44	0	0	0	0	0	0	566
8:30 AM	0	0	178	195	0	373	0	21	154	2	0	177	0	38	0	5	0	43	0	0	0	0	0	0	593
8:45 AM	0	3	206	154	0	363	0	35	132	0	0	167	0	41	0	14	0	55	0	0	0	2	0	2	587
Hourly Total	0	4	712	742	0	1458	0	132	563	3	0	698	0	146	0	42	0	188	0	0	0	3	0	3	2347
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	0	0	147	91	0	238	0	20	203	0	0	223	0	63	0	21	0	84	0	0	0	0	0	0	545
3:15 PM	0	0	121	65	0	186	0	17	193	0	0	210	0	84	2	28	0	114	0	0	0	1	0	1	511
3:30 PM	0	0	130	90	0	220	0	24	250	0	0	274	1	99	0	47	0	147	0	0	1	1	0	2	643
3:45 PM	0	0	139	96	0	235	0	17	255	0	0	272	0	104	1	31	0	136	0	0	0	1	0	1	644
Hourly Total	0	0	537	342	0	879	0	78	901	0	0	979	1	350	3	127	0	481	0	0	1	3	0	4	2343
4:00 PM	0	0	157	72	0	229	0	28	247	0	0	275	0	106	0	32	0	138	0	0	1	2	0	3	645
4:15 PM	0	0	116	84	0	200	0	36	264	2	0	302	0	92	0	26	0	118	0	1	1	1	0	3	623
4:30 PM	0	1	162	95	0	258	0	22	237	1	0	260	0	162	0	62	0	224	0	1	1	2	0	4	746
4:45 PM	0	0	144	76	0	220	0	22	266	0	0	288	0	106	0	45	0	151	0	1	0	1	0	2	661
Hourly Total	0	1	579	327	0	907	0	108	1014	3	0	1125	0	466	0	165	0	631	0	3	3	6	0	12	2675
5:00 PM	0	0	140	61	0	201	0	37	252	0	0	289	0	120	0	47	0	167	0	0	1	0	0	1	658
5:15 PM	0	0	192	88	0	280	0	38	199	0	0	237	2	135	0	46	0	183	0	0	0	0	0	0	700
5:30 PM	0	0	128	90	0	218	0	24	250	0	0	274	0	117	0	36	0	153	0	2	0	1	0	3	648
5:45 PM	0	0	123	79	0	202	0	22	244	0	0	266	0	114	0	33	0	147	0	0	0	1	0	1	616
Hourly Total	0	0	583	318	0	901	0	121	945	0	0	1066	2	486	0	162	0	650	0	2	1	2	0	5	2622
Grand Total	0	5	3724	2939	0	6668	0	643	4210	6	0	4859	3	1697	3	600	0	2303	0	5	5	14	1	24	13854
Approach %	0.0	0.1	55.8	44.1	-	-	0.0	13.2	86.6	0.1	-	-	0.1	73.7	0.1	26.1	-	-	0.0	20.8	20.8	58.3	-	-	-
Total %	0.0	0.0	26.9	21.2	-	48.1	0.0	4.6	30.4	0.0	-	35.1	0.0	12.2	0.0	4.3	-	16.6	0.0	0.0	0.0	0.1	-	0.2	-
Lights	0	5	3597	2865	-	6467	0	621	4058	6	-	4685	3	1636	3	581	-	2223	0	5	5	14	-	24	13399
% Lights	-	100.0	96.6	97.5	-	97.0	-	96.6	96.4	100.0	-	96.4	100.0	96.4	100.0	96.8	-	96.5	-	100.0	100.0	100.0	-	100.0	96.7
Buses	0	0	24	18	-	42	0	1	19	0	-	20	0	10	0	2	-	12	0	0	0	0	-	0	74

% Buses	-	0.0	0.6	0.6	-	0.6	-	0.2	0.5	0.0	-	0.4	0.0	0.6	0.0	0.3	-	0.5	-	0.0	0.0	0.0	-	0.0	0.5
Single-Unit Trucks	0	0	60	43	-	103	0	7	88	0	-	95	0	36	0	12	-	48	0	0	0	0	-	0	246
% Single-Unit Trucks	-	0.0	1.6	1.5	-	1.5	-	1.1	2.1	0.0	-	2.0	0.0	2.1	0.0	2.0	-	2.1	-	0.0	0.0	0.0	-	0.0	1.8
Articulated Trucks	0	0	43	13	-	56	0	13	45	0	-	58	0	14	0	4	-	18	0	0	0	0	-	0	132
% Articulated Trucks	-	0.0	1.2	0.4	-	0.8	-	2.0	1.1	0.0	-	1.2	0.0	0.8	0.0	0.7	-	0.8	-	0.0	0.0	0.0	-	0.0	1.0
Bicycles on Road	0	0	0	0	-	0	0	1	0	0	-	1	0	1	0	1	-	2	0	0	0	0	-	0	3
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.2	0.0	0.0	-	0.0	0.0	0.1	0.0	0.2	-	0.1	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 abowen@kloainc.com

Count Name: US 14 with S Hicks Rd
Site Code:
Start Date: 04/03/2019
Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

Start Time	US 14 Eastbound						US 14 Westbound						S Hicks Rd Northbound						Parking Lot Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
7:15 AM	0	0	176	160	0	336	0	24	110	0	0	134	0	48	0	25	0	73	0	0	0	0	0	0	543
7:30 AM	0	0	229	196	0	425	0	33	132	0	0	165	0	43	0	21	0	64	0	0	0	0	0	0	654
7:45 AM	0	0	174	190	0	364	0	37	156	0	0	193	0	52	0	15	0	67	0	0	0	0	0	0	624
8:00 AM	0	0	157	222	0	379	0	42	133	0	0	175	0	30	0	16	0	46	0	0	0	1	0	1	601
Total	0	0	736	768	0	1504	0	136	531	0	0	667	0	173	0	77	0	250	0	0	0	1	0	1	2422
Approach %	0.0	0.0	48.9	51.1	-	-	0.0	20.4	79.6	0.0	-	-	0.0	69.2	0.0	30.8	-	-	0.0	0.0	0.0	100.0	-	-	-
Total %	0.0	0.0	30.4	31.7	-	62.1	0.0	5.6	21.9	0.0	-	27.5	0.0	7.1	0.0	3.2	-	10.3	0.0	0.0	0.0	0.0	-	0.0	-
PHF	0.000	0.000	0.803	0.865	-	0.885	0.000	0.810	0.851	0.000	-	0.864	0.000	0.832	0.000	0.770	-	0.856	0.000	0.000	0.000	0.250	-	0.250	0.926
Lights	0	0	713	757	-	1470	0	130	501	0	-	631	0	151	0	74	-	225	0	0	0	1	-	1	2327
% Lights	-	-	96.9	98.6	-	97.7	-	95.6	94.4	-	-	94.6	-	87.3	-	96.1	-	90.0	-	-	-	100.0	-	100.0	96.1
Buses	0	0	3	3	-	6	0	0	0	0	-	0	0	1	0	0	-	1	0	0	0	0	-	0	7
% Buses	-	-	0.4	0.4	-	0.4	-	0.0	0.0	-	-	0.0	-	0.6	-	0.0	-	0.4	-	-	-	0.0	-	0.0	0.3
Single-Unit Trucks	0	0	13	6	-	19	0	3	21	0	-	24	0	14	0	3	-	17	0	0	0	0	-	0	60
% Single-Unit Trucks	-	-	1.8	0.8	-	1.3	-	2.2	4.0	-	-	3.6	-	8.1	-	3.9	-	6.8	-	-	-	0.0	-	0.0	2.5
Articulated Trucks	0	0	7	2	-	9	0	3	9	0	-	12	0	7	0	0	-	7	0	0	0	0	-	0	28
% Articulated Trucks	-	-	1.0	0.3	-	0.6	-	2.2	1.7	-	-	1.8	-	4.0	-	0.0	-	2.8	-	-	-	0.0	-	0.0	1.2
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	-	0.0	0.0	-	0.0	-	0.0	0.0	-	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	0	-	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 abowen@kloainc.com

Count Name: US 14 with S Hicks Rd
Site Code:
Start Date: 04/03/2019
Page No: 4

Turning Movement Peak Hour Data (4:30 PM)

Start Time	US 14 Eastbound						US 14 Westbound						S Hicks Rd Northbound						Parking Lot Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
4:30 PM	0	1	162	95	0	258	0	22	237	1	0	260	0	162	0	62	0	224	0	1	1	2	0	4	746
4:45 PM	0	0	144	76	0	220	0	22	266	0	0	288	0	106	0	45	0	151	0	1	0	1	0	2	661
5:00 PM	0	0	140	61	0	201	0	37	252	0	0	289	0	120	0	47	0	167	0	0	1	0	0	1	658
5:15 PM	0	0	192	88	0	280	0	38	199	0	0	237	2	135	0	46	0	183	0	0	0	0	0	0	700
Total	0	1	638	320	0	959	0	119	954	1	0	1074	2	523	0	200	0	725	0	2	2	3	0	7	2765
Approach %	0.0	0.1	66.5	33.4	-	-	0.0	11.1	88.8	0.1	-	-	0.3	72.1	0.0	27.6	-	-	0.0	28.6	28.6	42.9	-	-	-
Total %	0.0	0.0	23.1	11.6	-	34.7	0.0	4.3	34.5	0.0	-	38.8	0.1	18.9	0.0	7.2	-	26.2	0.0	0.1	0.1	0.1	-	0.3	-
PHF	0.000	0.250	0.831	0.842	-	0.856	0.000	0.783	0.897	0.250	-	0.929	0.250	0.807	0.000	0.806	-	0.809	0.000	0.500	0.500	0.375	-	0.438	0.927
Lights	0	1	619	307	-	927	0	117	940	1	-	1058	2	521	0	195	-	718	0	2	2	3	-	7	2710
% Lights	-	100.0	97.0	95.9	-	96.7	-	98.3	98.5	100.0	-	98.5	100.0	99.6	-	97.5	-	99.0	-	100.0	100.0	100.0	-	100.0	98.0
Buses	0	0	3	2	-	5	0	0	0	0	-	0	0	1	0	1	-	2	0	0	0	0	-	0	7
% Buses	-	0.0	0.5	0.6	-	0.5	-	0.0	0.0	0.0	-	0.0	0.0	0.2	-	0.5	-	0.3	-	0.0	0.0	0.0	-	0.0	0.3
Single-Unit Trucks	0	0	7	8	-	15	0	0	9	0	-	9	0	1	0	2	-	3	0	0	0	0	-	0	27
% Single-Unit Trucks	-	0.0	1.1	2.5	-	1.6	-	0.0	0.9	0.0	-	0.8	0.0	0.2	-	1.0	-	0.4	-	0.0	0.0	0.0	-	0.0	1.0
Articulated Trucks	0	0	9	3	-	12	0	2	5	0	-	7	0	0	0	1	-	1	0	0	0	0	-	0	20
% Articulated Trucks	-	0.0	1.4	0.9	-	1.3	-	1.7	0.5	0.0	-	0.7	0.0	0.0	-	0.5	-	0.1	-	0.0	0.0	0.0	-	0.0	0.7
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	1	-	1	0	0	0	0	-	0	1
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.5	-	0.1	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



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9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 abowen@kloainc.com

Count Name: S Hicks Rd with E Illinois Ave
Site Code:
Start Date: 04/03/2019
Page No: 1

Turning Movement Data

Start Time	E Illinois Ave Eastbound						Industrial Ave Westbound						S Hicks Rd Northbound						S Hicks Rd Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
6:00 AM	0	3	3	17	0	23	0	4	7	2	0	13	0	20	44	16	0	80	0	3	70	5	0	78	194
6:15 AM	0	11	15	19	0	45	0	6	9	1	0	16	0	25	88	10	0	123	0	4	89	9	0	102	286
6:30 AM	0	23	25	33	0	81	0	14	15	2	0	31	0	27	86	13	0	126	0	6	108	12	0	126	364
6:45 AM	0	19	50	32	0	101	0	4	21	7	0	32	0	41	120	20	0	181	0	12	90	15	0	117	431
Hourly Total	0	56	93	101	0	250	0	28	52	12	0	92	0	113	338	59	0	510	0	25	357	41	0	423	1275
7:00 AM	0	25	39	40	0	104	0	19	16	6	0	41	0	31	117	19	0	167	0	5	145	23	0	173	485
7:15 AM	0	29	40	58	0	127	0	26	23	5	0	54	0	22	153	13	0	188	0	6	143	14	2	163	532
7:30 AM	0	29	44	38	0	111	0	25	31	11	0	67	0	31	127	17	0	175	0	12	183	11	0	206	559
7:45 AM	0	37	56	30	0	123	0	22	32	4	0	58	0	33	124	19	0	176	0	7	166	18	0	191	548
Hourly Total	0	120	179	166	0	465	0	92	102	26	0	220	0	117	521	68	0	706	0	30	637	66	2	733	2124
8:00 AM	0	24	41	42	0	107	0	25	30	11	0	66	0	20	117	8	0	145	0	8	174	23	0	205	523
8:15 AM	0	24	25	50	0	99	0	18	28	6	0	52	0	33	97	13	0	143	0	14	147	21	0	182	476
8:30 AM	0	15	31	47	0	93	0	14	33	4	0	51	0	31	84	11	0	126	0	9	166	16	0	191	461
8:45 AM	0	16	20	47	1	83	0	18	24	8	0	50	0	40	92	8	0	140	0	7	131	20	0	158	431
Hourly Total	0	79	117	186	1	382	0	75	115	29	0	219	0	124	390	40	0	554	0	38	618	80	0	736	1891
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	0	21	34	45	0	100	0	20	24	6	0	50	0	37	61	13	0	111	0	7	153	18	0	178	439
3:15 PM	0	15	26	44	0	85	0	13	27	3	0	43	0	39	85	5	0	129	0	8	96	21	0	125	382
3:30 PM	0	18	17	38	1	73	0	23	32	9	0	64	0	32	69	10	0	111	0	7	170	26	1	203	451
3:45 PM	0	12	29	28	0	69	0	12	42	4	0	58	0	41	87	11	0	139	0	8	148	24	0	180	446
Hourly Total	0	66	106	155	1	327	0	68	125	22	0	215	0	149	302	39	0	490	0	30	567	89	1	686	1718
4:00 PM	0	16	32	47	0	95	0	16	54	13	0	83	0	53	87	10	0	150	0	12	158	28	0	198	526
4:15 PM	0	10	27	30	0	67	0	19	45	5	0	69	0	44	84	14	0	142	0	7	132	35	0	174	452
4:30 PM	0	11	35	24	0	70	0	38	61	10	0	109	0	32	95	12	0	139	0	13	246	53	0	312	630
4:45 PM	0	16	25	22	0	63	0	23	37	10	0	70	0	42	92	15	0	149	0	12	131	32	0	175	457
Hourly Total	0	53	119	123	0	295	0	96	197	38	0	331	0	171	358	51	0	580	0	44	667	148	0	859	2065
5:00 PM	0	18	25	34	0	77	0	36	48	12	0	96	0	48	107	5	0	160	0	9	163	42	0	214	547
5:15 PM	0	9	42	24	0	75	0	23	51	13	0	87	0	40	83	7	0	130	0	17	147	40	0	204	496
5:30 PM	0	26	27	31	0	84	0	24	67	5	0	96	0	39	92	11	0	142	0	6	148	42	0	196	518
5:45 PM	0	16	34	37	0	87	0	35	67	1	0	103	0	44	98	16	2	158	0	7	121	25	0	153	501
Hourly Total	0	69	128	126	0	323	0	118	233	31	0	382	0	171	380	39	2	590	0	39	579	149	0	767	2062
Grand Total	0	443	742	857	2	2042	0	477	824	158	0	1459	0	845	2289	296	2	3430	0	206	3425	573	3	4204	11135
Approach %	0.0	21.7	36.3	42.0	-	-	0.0	32.7	56.5	10.8	-	-	0.0	24.6	66.7	8.6	-	-	0.0	4.9	81.5	13.6	-	-	-
Total %	0.0	4.0	6.7	7.7	-	18.3	0.0	4.3	7.4	1.4	-	13.1	0.0	7.6	20.6	2.7	-	30.8	0.0	1.9	30.8	5.1	-	37.8	-
Lights	0	410	711	787	-	1908	0	452	767	144	-	1363	0	783	2209	280	-	3272	0	190	3310	545	-	4045	10588
% Lights	-	92.6	95.8	91.8	-	93.4	-	94.8	93.1	91.1	-	93.4	-	92.7	96.5	94.6	-	95.4	-	92.2	96.6	95.1	-	96.2	95.1
Buses	0	5	15	11	-	31	0	2	26	5	-	33	0	16	12	3	-	31	0	10	18	4	-	32	127

% Buses	-	1.1	2.0	1.3	-	1.5	-	0.4	3.2	3.2	-	2.3	-	1.9	0.5	1.0	-	0.9	-	4.9	0.5	0.7	-	0.8	1.1
Single-Unit Trucks	0	16	11	29	-	56	0	17	17	6	-	40	0	13	42	10	-	65	0	4	65	13	-	82	243
% Single-Unit Trucks	-	3.6	1.5	3.4	-	2.7	-	3.6	2.1	3.8	-	2.7	-	1.5	1.8	3.4	-	1.9	-	1.9	1.9	2.3	-	2.0	2.2
Articulated Trucks	0	11	3	29	-	43	0	6	9	3	-	18	0	33	26	3	-	62	0	2	32	10	-	44	167
% Articulated Trucks	-	2.5	0.4	3.4	-	2.1	-	1.3	1.1	1.9	-	1.2	-	3.9	1.1	1.0	-	1.8	-	1.0	0.9	1.7	-	1.0	1.5
Bicycles on Road	0	1	2	1	-	4	0	0	5	0	-	5	0	0	0	0	-	0	0	0	0	1	-	1	10
% Bicycles on Road	-	0.2	0.3	0.1	-	0.2	-	0.0	0.6	0.0	-	0.3	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.2	-	0.0	0.1
Pedestrians	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	2	-	-	-	-	-	3	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-



Kenig Lindgren O'Hara Aboona, Inc.
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(847)518-9990 abowen@kloainc.com

Count Name: S Hicks Rd with E Illinois Ave
Site Code:
Start Date: 04/03/2019
Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

Start Time	E Illinois Ave Eastbound						Industrial Ave Westbound						S Hicks Rd Northbound						S Hicks Rd Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
7:15 AM	0	29	40	58	0	127	0	26	23	5	0	54	0	22	153	13	0	188	0	6	143	14	2	163	532
7:30 AM	0	29	44	38	0	111	0	25	31	11	0	67	0	31	127	17	0	175	0	12	183	11	0	206	559
7:45 AM	0	37	56	30	0	123	0	22	32	4	0	58	0	33	124	19	0	176	0	7	166	18	0	191	548
8:00 AM	0	24	41	42	0	107	0	25	30	11	0	66	0	20	117	8	0	145	0	8	174	23	0	205	523
Total	0	119	181	168	0	468	0	98	116	31	0	245	0	106	521	57	0	684	0	33	666	66	2	765	2162
Approach %	0.0	25.4	38.7	35.9	-	-	0.0	40.0	47.3	12.7	-	-	0.0	15.5	76.2	8.3	-	-	0.0	4.3	87.1	8.6	-	-	-
Total %	0.0	5.5	8.4	7.8	-	21.6	0.0	4.5	5.4	1.4	-	11.3	0.0	4.9	24.1	2.6	-	31.6	0.0	1.5	30.8	3.1	-	35.4	-
PHF	0.000	0.804	0.808	0.724	-	0.921	0.000	0.942	0.906	0.705	-	0.914	0.000	0.803	0.851	0.750	-	0.910	0.000	0.688	0.910	0.717	-	0.928	0.967
Lights	0	108	175	149	-	432	0	88	104	24	-	216	0	99	499	55	-	653	0	30	647	65	-	742	2043
% Lights	-	90.8	96.7	88.7	-	92.3	-	89.8	89.7	77.4	-	88.2	-	93.4	95.8	96.5	-	95.5	-	90.9	97.1	98.5	-	97.0	94.5
Buses	0	0	2	3	-	5	0	1	5	2	-	8	0	1	1	0	-	2	0	2	2	1	-	5	20
% Buses	-	0.0	1.1	1.8	-	1.1	-	1.0	4.3	6.5	-	3.3	-	0.9	0.2	0.0	-	0.3	-	6.1	0.3	1.5	-	0.7	0.9
Single-Unit Trucks	0	4	2	10	-	16	0	8	5	3	-	16	0	2	13	0	-	15	0	1	9	0	-	10	57
% Single-Unit Trucks	-	3.4	1.1	6.0	-	3.4	-	8.2	4.3	9.7	-	6.5	-	1.9	2.5	0.0	-	2.2	-	3.0	1.4	0.0	-	1.3	2.6
Articulated Trucks	0	6	2	6	-	14	0	1	1	2	-	4	0	4	8	2	-	14	0	0	8	0	-	8	40
% Articulated Trucks	-	5.0	1.1	3.6	-	3.0	-	1.0	0.9	6.5	-	1.6	-	3.8	1.5	3.5	-	2.0	-	0.0	1.2	0.0	-	1.0	1.9
Bicycles on Road	0	1	0	0	-	1	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	2
% Bicycles on Road	-	0.8	0.0	0.0	-	0.2	-	0.0	0.9	0.0	-	0.4	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.1
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	2	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-



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Count Name: S Hicks Rd with E Illinois Ave
Site Code:
Start Date: 04/03/2019
Page No: 4

Turning Movement Peak Hour Data (4:30 PM)

Start Time	E Illinois Ave Eastbound						Industrial Ave Westbound						S Hicks Rd Northbound						S Hicks Rd Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
4:30 PM	0	11	35	24	0	70	0	38	61	10	0	109	0	32	95	12	0	139	0	13	246	53	0	312	630
4:45 PM	0	16	25	22	0	63	0	23	37	10	0	70	0	42	92	15	0	149	0	12	131	32	0	175	457
5:00 PM	0	18	25	34	0	77	0	36	48	12	0	96	0	48	107	5	0	160	0	9	163	42	0	214	547
5:15 PM	0	9	42	24	0	75	0	23	51	13	0	87	0	40	83	7	0	130	0	17	147	40	0	204	496
Total	0	54	127	104	0	285	0	120	197	45	0	362	0	162	377	39	0	578	0	51	687	167	0	905	2130
Approach %	0.0	18.9	44.6	36.5	-	-	0.0	33.1	54.4	12.4	-	-	0.0	28.0	65.2	6.7	-	-	0.0	5.6	75.9	18.5	-	-	-
Total %	0.0	2.5	6.0	4.9	-	13.4	0.0	5.6	9.2	2.1	-	17.0	0.0	7.6	17.7	1.8	-	27.1	0.0	2.4	32.3	7.8	-	42.5	-
PHF	0.000	0.750	0.756	0.765	-	0.925	0.000	0.789	0.807	0.865	-	0.830	0.000	0.844	0.881	0.650	-	0.903	0.000	0.750	0.698	0.788	-	0.725	0.845
Lights	0	52	123	95	-	270	0	118	187	42	-	347	0	154	371	38	-	563	0	45	673	161	-	879	2059
% Lights	-	96.3	96.9	91.3	-	94.7	-	98.3	94.9	93.3	-	95.9	-	95.1	98.4	97.4	-	97.4	-	88.2	98.0	96.4	-	97.1	96.7
Buses	0	0	0	0	-	0	0	0	2	1	-	3	0	0	1	1	-	2	0	3	3	0	-	6	11
% Buses	-	0.0	0.0	0.0	-	0.0	-	0.0	1.0	2.2	-	0.8	-	0.0	0.3	2.6	-	0.3	-	5.9	0.4	0.0	-	0.7	0.5
Single-Unit Trucks	0	2	3	5	-	10	0	1	4	2	-	7	0	2	2	0	-	4	0	2	9	3	-	14	35
% Single-Unit Trucks	-	3.7	2.4	4.8	-	3.5	-	0.8	2.0	4.4	-	1.9	-	1.2	0.5	0.0	-	0.7	-	3.9	1.3	1.8	-	1.5	1.6
Articulated Trucks	0	0	1	4	-	5	0	1	2	0	-	3	0	6	3	0	-	9	0	1	2	3	-	6	23
% Articulated Trucks	-	0.0	0.8	3.8	-	1.8	-	0.8	1.0	0.0	-	0.8	-	3.7	0.8	0.0	-	1.6	-	2.0	0.3	1.8	-	0.7	1.1
Bicycles on Road	0	0	0	0	-	0	0	0	2	0	-	2	0	0	0	0	-	0	0	0	0	0	-	0	2
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	1.0	0.0	-	0.6	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.1
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 abowen@kloainc.com

Count Name: S Hicks Rd with Sellstorm Dr
Site Code:
Start Date: 04/03/2019
Page No: 1

Turning Movement Data

Start Time	Sellstorm Dr Eastbound						Sellstorm Dr Westbound						S Hicks Rd Northbound						S Hicks Rd Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
6:00 AM	0	1	0	3	0	4	0	0	0	0	0	0	0	3	18	0	0	21	0	0	92	3	0	95	120
6:15 AM	0	2	0	2	0	4	0	0	0	0	0	0	0	0	19	0	0	19	0	0	126	2	0	128	151
6:30 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	2	30	0	0	32	1	1	136	3	0	141	174
6:45 AM	0	0	0	0	0	0	0	1	0	0	0	1	0	4	39	0	0	43	0	1	181	2	0	184	228
Hourly Total	0	4	0	5	0	9	0	1	0	0	0	1	0	9	106	0	0	115	1	2	535	10	0	548	673
7:00 AM	0	0	0	1	0	1	0	0	0	0	0	0	0	8	45	0	0	53	0	0	219	7	0	226	280
7:15 AM	0	0	0	2	0	2	0	0	0	0	0	0	0	4	81	0	0	85	0	0	178	3	0	181	268
7:30 AM	0	1	0	6	0	7	0	0	0	0	0	0	0	5	59	0	0	64	0	0	229	1	0	230	301
7:45 AM	0	1	0	2	0	3	0	1	0	0	0	1	0	7	63	1	0	71	0	0	232	1	0	233	308
Hourly Total	0	2	0	11	0	13	0	1	0	0	0	1	0	24	248	1	0	273	0	0	858	12	0	870	1157
8:00 AM	0	0	0	3	1	3	0	0	0	0	0	0	0	2	46	1	0	49	0	0	255	4	0	259	311
8:15 AM	0	0	0	1	0	1	0	0	0	1	0	1	0	2	56	0	0	58	0	0	210	2	0	212	272
8:30 AM	0	0	0	1	0	1	0	0	0	0	0	0	0	4	38	1	0	43	0	0	210	1	0	211	255
8:45 AM	0	2	0	1	0	3	0	1	0	0	0	1	0	1	63	0	0	64	0	1	186	3	0	190	258
Hourly Total	0	2	0	6	1	8	0	1	0	1	0	2	0	9	203	2	0	214	0	1	861	10	0	872	1096
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	0	3	0	9	0	12	0	2	0	0	0	2	0	3	90	0	0	93	1	0	114	5	0	120	227
3:15 PM	0	4	0	5	0	9	0	0	0	0	0	0	0	4	107	0	0	111	0	0	79	5	0	84	204
3:30 PM	0	11	0	10	0	21	0	0	1	2	0	3	0	5	137	1	0	143	0	0	106	2	0	108	275
3:45 PM	0	3	0	4	0	7	0	2	0	0	0	2	0	6	131	0	0	137	2	0	106	7	0	115	261
Hourly Total	0	21	0	28	0	49	0	4	1	2	0	7	0	18	465	1	0	484	3	0	405	19	0	427	967
4:00 PM	0	2	0	7	0	9	0	0	0	0	0	0	0	2	143	0	0	145	0	0	97	5	0	102	256
4:15 PM	0	3	0	5	0	8	0	1	0	0	0	1	0	2	116	1	0	119	0	1	111	6	0	118	246
4:30 PM	0	62	0	90	0	152	0	4	0	6	0	10	0	1	153	0	0	154	0	0	113	0	0	113	429
4:45 PM	0	7	0	11	0	18	0	1	0	1	0	2	0	1	145	0	0	146	0	0	100	1	0	101	267
Hourly Total	0	74	0	113	0	187	0	6	0	7	0	13	0	6	557	1	0	564	0	1	421	12	0	434	1198
5:00 PM	0	4	0	9	0	13	0	0	0	0	0	0	0	0	179	1	0	180	0	0	112	0	0	112	305
5:15 PM	0	1	0	3	0	4	0	0	0	1	0	1	0	0	157	0	0	157	0	0	128	1	0	129	291
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	159	0	0	159	0	0	115	0	0	115	274
5:45 PM	0	0	0	1	1	1	0	0	0	0	0	0	0	1	144	0	0	145	0	0	98	0	0	98	244
Hourly Total	0	5	0	13	1	18	0	0	0	1	0	1	0	1	639	1	0	641	0	0	453	1	0	454	1114
Grand Total	0	108	0	176	2	284	0	13	1	11	0	25	0	67	2218	6	0	2291	4	4	3533	64	0	3605	6205
Approach %	0.0	38.0	0.0	62.0	-	-	0.0	52.0	4.0	44.0	-	-	0.0	2.9	96.8	0.3	-	-	0.1	0.1	98.0	1.8	-	-	-
Total %	0.0	1.7	0.0	2.8	-	4.6	0.0	0.2	0.0	0.2	-	0.4	0.0	1.1	35.7	0.1	-	36.9	0.1	0.1	56.9	1.0	-	58.1	-
Lights	0	104	0	156	-	260	0	9	1	9	-	19	0	47	2140	1	-	2188	4	4	3447	55	-	3510	5977
% Lights	-	96.3	-	88.6	-	91.5	-	69.2	100.0	81.8	-	76.0	-	70.1	96.5	16.7	-	95.5	100.0	100.0	97.6	85.9	-	97.4	96.3
Buses	0	0	0	2	-	2	0	0	0	0	-	0	0	1	12	0	-	13	0	0	16	1	-	17	32

% Buses	-	0.0	-	1.1	-	0.7	-	0.0	0.0	0.0	-	0.0	-	1.5	0.5	0.0	-	0.6	0.0	0.0	0.5	1.6	-	0.5	0.5
Single-Unit Trucks	0	3	0	9	-	12	0	3	0	1	-	4	0	7	47	4	-	58	0	0	45	5	-	50	124
% Single-Unit Trucks	-	2.8	-	5.1	-	4.2	-	23.1	0.0	9.1	-	16.0	-	10.4	2.1	66.7	-	2.5	0.0	0.0	1.3	7.8	-	1.4	2.0
Articulated Trucks	0	1	0	9	-	10	0	1	0	1	-	2	0	12	17	1	-	30	0	0	23	3	-	26	68
% Articulated Trucks	-	0.9	-	5.1	-	3.5	-	7.7	0.0	9.1	-	8.0	-	17.9	0.8	16.7	-	1.3	0.0	0.0	0.7	4.7	-	0.7	1.1
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	2	0	0	2	0	-	2	4
% Bicycles on Road	-	0.0	-	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.1	0.0	-	0.1	0.0	0.0	0.1	0.0	-	0.1	0.1
Pedestrians	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



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(847)518-9990 abowen@kloainc.com

Count Name: S Hicks Rd with Sellstorm Dr
Site Code:
Start Date: 04/03/2019
Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

Start Time	Sellstorm Dr Eastbound						Sellstorm Dr Westbound						S Hicks Rd Northbound						S Hicks Rd Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
7:15 AM	0	0	0	2	0	2	0	0	0	0	0	0	0	4	81	0	0	85	0	0	178	3	0	181	268
7:30 AM	0	1	0	6	0	7	0	0	0	0	0	0	0	5	59	0	0	64	0	0	229	1	0	230	301
7:45 AM	0	1	0	2	0	3	0	1	0	0	0	1	0	7	63	1	0	71	0	0	232	1	0	233	308
8:00 AM	0	0	0	3	1	3	0	0	0	0	0	0	0	2	46	1	0	49	0	0	255	4	0	259	311
Total	0	2	0	13	1	15	0	1	0	0	0	1	0	18	249	2	0	269	0	0	894	9	0	903	1188
Approach %	0.0	13.3	0.0	86.7	-	-	0.0	100.0	0.0	0.0	-	-	0.0	6.7	92.6	0.7	-	-	0.0	0.0	99.0	1.0	-	-	-
Total %	0.0	0.2	0.0	1.1	-	1.3	0.0	0.1	0.0	0.0	-	0.1	0.0	1.5	21.0	0.2	-	22.6	0.0	0.0	75.3	0.8	-	76.0	-
PHF	0.000	0.500	0.000	0.542	-	0.536	0.000	0.250	0.000	0.000	-	0.250	0.000	0.643	0.769	0.500	-	0.791	0.000	0.000	0.876	0.563	-	0.872	0.955
Lights	0	2	0	5	-	7	0	0	0	0	-	0	0	15	225	0	-	240	0	0	880	6	-	886	1133
% Lights	-	100.0	-	38.5	-	46.7	-	0.0	-	-	-	0.0	-	83.3	90.4	0.0	-	89.2	-	-	98.4	66.7	-	98.1	95.4
Buses	0	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	1	0	0	3	0	-	3	4
% Buses	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	0.0	-	0.0	0.4	0.0	-	0.4	-	-	0.3	0.0	-	0.3	0.3
Single-Unit Trucks	0	0	0	3	-	3	0	1	0	0	-	1	0	1	15	2	-	18	0	0	7	2	-	9	31
% Single-Unit Trucks	-	0.0	-	23.1	-	20.0	-	100.0	-	-	-	100.0	-	5.6	6.0	100.0	-	6.7	-	-	0.8	22.2	-	1.0	2.6
Articulated Trucks	0	0	0	5	-	5	0	0	0	0	-	0	0	2	8	0	-	10	0	0	4	1	-	5	20
% Articulated Trucks	-	0.0	-	38.5	-	33.3	-	0.0	-	-	-	0.0	-	11.1	3.2	0.0	-	3.7	-	-	0.4	11.1	-	0.6	1.7
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	0.0	-	0.0	0.0	0.0	-	0.0	-	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



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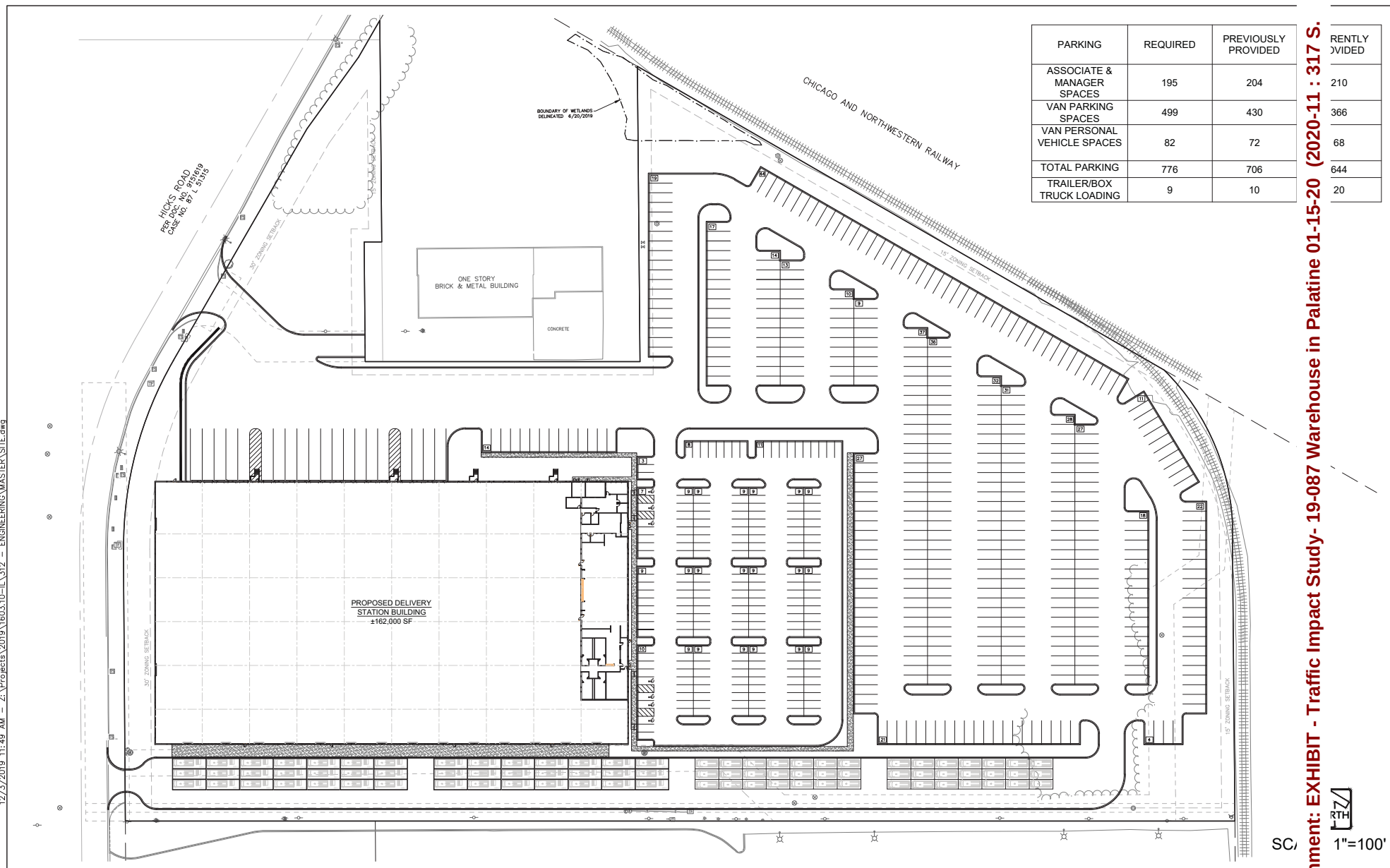
Count Name: S Hicks Rd with Sellstorm Dr
Site Code:
Start Date: 04/03/2019
Page No: 4

Turning Movement Peak Hour Data (4:30 PM)

Start Time	Sellstorm Dr Eastbound						Sellstorm Dr Westbound						S Hicks Rd Northbound						S Hicks Rd Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
4:30 PM	0	62	0	90	0	152	0	4	0	6	0	10	0	1	153	0	0	154	0	0	113	0	0	113	429
4:45 PM	0	7	0	11	0	18	0	1	0	1	0	2	0	1	145	0	0	146	0	0	100	1	0	101	267
5:00 PM	0	4	0	9	0	13	0	0	0	0	0	0	0	0	179	1	0	180	0	0	112	0	0	112	305
5:15 PM	0	1	0	3	0	4	0	0	0	1	0	1	0	0	157	0	0	157	0	0	128	1	0	129	291
Total	0	74	0	113	0	187	0	5	0	8	0	13	0	2	634	1	0	637	0	0	453	2	0	455	1292
Approach %	0.0	39.6	0.0	60.4	-	-	0.0	38.5	0.0	61.5	-	-	0.0	0.3	99.5	0.2	-	-	0.0	0.0	99.6	0.4	-	-	-
Total %	0.0	5.7	0.0	8.7	-	14.5	0.0	0.4	0.0	0.6	-	1.0	0.0	0.2	49.1	0.1	-	49.3	0.0	0.0	35.1	0.2	-	35.2	-
PHF	0.000	0.298	0.000	0.314	-	0.308	0.000	0.313	0.000	0.333	-	0.325	0.000	0.500	0.885	0.250	-	0.885	0.000	0.000	0.885	0.500	-	0.882	0.753
Lights	0	74	0	111	-	185	0	5	0	7	-	12	0	2	629	0	-	631	0	0	438	2	-	440	1268
% Lights	-	100.0	-	98.2	-	98.9	-	100.0	-	87.5	-	92.3	-	100.0	99.2	0.0	-	99.1	-	-	96.7	100.0	-	96.7	98.1
Buses	0	0	0	2	-	2	0	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	1	3
% Buses	-	0.0	-	1.8	-	1.1	-	0.0	-	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	-	0.2	0.0	-	0.2	0.2
Single-Unit Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	4	0	-	4	0	0	7	0	-	7	11
% Single-Unit Trucks	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.6	0.0	-	0.6	-	-	1.5	0.0	-	1.5	0.9
Articulated Trucks	0	0	0	0	-	0	0	0	0	1	-	1	0	0	0	1	-	1	0	0	7	0	-	7	9
% Articulated Trucks	-	0.0	-	0.0	-	0.0	-	0.0	-	12.5	-	7.7	-	0.0	0.0	100.0	-	0.2	-	-	1.5	0.0	-	1.5	0.7
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	1	0	0	0	0	-	0	1
% Bicycles on Road	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.2	0.0	-	0.2	-	-	0.0	0.0	-	0.0	0.1
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Preliminary Site Plan

12/3/2019 11:49 AM - Z:\Projects\2019\1603.10-IL\312 - ENGINEERING\MASTER SITE.dwg



DLN8 DELIVERY STATION SITE PLAN

PINNACLE ENGINEERING GROUP

1051 E. MAIN STREET | SUITE 217 | EAST DUNDEE, IL 60118 | WWW.PINNACLE-ENGR.COM | CHICAGO@PINNACLE-ENGR.COM

JOB NO. 1603.10

PLAN | DESI

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S.

12/03/19
DELIVER

CMAP 2050 Projections Letter



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

May 7, 2019

Andrew Bowen
Consultant
Kenig, Lindgren, O'Hara and Aboona, Inc.
9575 West Higgins Road
Suite 400
Rosemont, IL 60018

Subject: US 14 - Hicks Road - Industrial Avenue
IDOT

Dear Mr. Bowen:

In response to a request made on your behalf and dated May 6, 2019, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current Volumes	Year 2050 ADT
Industrial Ave, at Hicks Rd	5,600	6,600
Central Ave South of 63 rd St	11,500	13,600
US 14 west of Hicks Rd	25,300	29,800
63 rd St East of Central Ave	19,000	22,400

Traffic projections are developed using existing ADT data provided in the request letter and the results from the March 2019 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2050 socioeconomic projections and assumes the implementation of the ON TO 2050 Comprehensive Regional Plan for the Northeastern Illinois area. The provision of this data in support of your request does not constitute a CMAP endorsement of the proposed development or any subsequent developments.

If you have any questions, please call me at (312) 386-8806.

Sincerely,

Jose Rodriguez, PTP, AICP
Senior Planner, Research & Analysis

cc: Quigley (IDOT)
S:\AdminGroups\ResearchAnalysis\2019_ForecastsTraffic\Palatine\ck-74-19\ck-74-19.docx

Level of Service Criteria

LEVEL OF SERVICE CRITERIA

Signalized Intersections		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
B	Good progression, with more vehicles stopping than for Level of Service A.	>10 - 20
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	>35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	>55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	>80.0
Unsignalized Intersections		
Level of Service	Average Total Delay (SEC/VEH)	
A	0 - 10	
B	> 10 - 15	
C	> 15 - 25	
D	> 25 - 35	
E	> 35 - 50	
F	> 50	
Source: <i>Highway Capacity Manual</i> , 2010.		

Capacity Analysis Summary Sheets

Existing Weekday Morning Peak Hour Conditions

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	736	768	136	531	0	174	0	77	0	0	1
Future Volume (vph)	0	736	768	136	531	0	174	0	77	0	0	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		200	160		0	0		0	0		0
Storage Lanes	0		1	1		0	1		0	0		0
Taper Length (ft)	25			120			25			25		
Lane Util. Factor	0.95	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850					0.904			0.865	
Flt Protected				0.950			0.950	0.982				
Satd. Flow (prot)	0	3505	1599	1736	3406	0	1517	1494	0	0	1644	0
Flt Permitted				0.252			0.950	0.982				
Satd. Flow (perm)	0	3505	1599	460	3406	0	1517	1494	0	0	1644	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		358			1471			611			204	
Travel Time (s)		7.0			28.7			10.4			4.6	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	1%	4%	6%	0%	13%	0%	4%	0%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							25%					
Lane Group Flow (vph)	0	791	826	146	571	0	140	130	0	0	1	0
Turn Type		NA	pm+ov	pm+pt	NA		Split	NA			NA	
Protected Phases		2	8	1	6		8	8			4	
Permitted Phases	2		2	6						4		
Detector Phase	2	2	8	1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0	8.0	3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	21.0	21.0	14.0	6.5	21.0		14.0	14.0		14.0	14.0	
Total Split (s)	58.5	58.5	32.5	23.4	81.9		32.5	32.5		15.6	15.6	
Total Split (%)	45.0%	45.0%	25.0%	18.0%	63.0%		25.0%	25.0%		12.0%	12.0%	
Yellow Time (s)	4.5	4.5	4.5	3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5	1.5	0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)		6.0	6.0	3.5	6.0		6.0	6.0			6.0	
Lead/Lag	Lag	Lag		Lead								
Lead-Lag Optimize?	Yes	Yes		Yes								
Recall Mode	C-Min	C-Min	None	None	C-Min		None	None		None	None	
Act Effect Green (s)		65.7	106.6	81.6	79.1		36.1	36.1			8.0	
Actuated g/C Ratio		0.51	0.82	0.63	0.61		0.28	0.28			0.06	

Existing Morning Condition 05/22/2019 19-087

Synchro 10 Report
Page 1

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

05/29/2019

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group												
v/c Ratio		0.45	0.63	0.38	0.28		0.33	0.31			0.01	
Control Delay		21.8	7.2	12.6	12.4		42.7	42.4			58.0	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Delay		21.8	7.2	12.6	12.4		42.7	42.4			58.0	
LOS		C	A	B	B		D	D			E	
Approach Delay		14.3			12.4			42.6			58.0	
Approach LOS		B			B			D			E	
Queue Length 50th (ft)		221	160	48	114		94	87			1	
Queue Length 95th (ft)		301	308	82	154		178	167			7	
Internal Link Dist (ft)		278			1391			531			124	
Turn Bay Length (ft)			200	160								
Base Capacity (vph)		1770	1314	483	2089		424	418			121	
Starvation Cap Reductn		0	0	0	0		0	0			0	
Spillback Cap Reductn		0	0	0	0		0	0			0	
Storage Cap Reductn		0	0	0	0		0	0			0	
Reduced v/c Ratio		0.45	0.63	0.30	0.27		0.33	0.31			0.01	

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22.5 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.63

Intersection Signal Delay: 16.8

Intersection LOS: B

Intersection Capacity Utilization 83.9%

ICU Level of Service E

Analysis Period (min) 15

Splits and Phases: 1: Hicks Road/Access Drice & US 14



Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	2	0	13	1	0	0	18	249	2	0	895	9
Future Volume (vph)	2	0	13	1	0	0	18	249	2	0	895	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	130		0	0		0	70		0	45		0
Storage Lanes	1		0	0		0	1		0	1		0
Taper Length (ft)	80			25			60			85		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.850						0.999			0.999	
Flt Protected	0.950				0.950		0.950					
Satd. Flow (prot)	1805	1003	0	0	902	0	1543	3281	0	1900	3525	0
Flt Permitted							0.280					
Satd. Flow (perm)	1900	1003	0	0	950	0	455	3281	0	1900	3525	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		30			30			40			40	
Link Distance (ft)		537			178			238			611	
Travel Time (s)		12.2			4.0			4.1			10.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	0%	61%	100%	0%	0%	17%	10%	0%	0%	2%	33%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	2	14	0	0	1	0	19	261	0	0	941	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		pm+pt	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	8.0	8.0		8.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	14.0	14.0		14.0	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	18.0	18.0		18.0	18.0		13.0	49.0		13.0	49.0	
Total Split (%)	22.5%	22.5%		22.5%	22.5%		16.3%	61.3%		16.3%	61.3%	
Yellow Time (s)	4.5	4.5		4.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		3.5	6.0		3.5	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	8.5	8.5			8.4		73.3	75.6			70.7	
Actuated g/C Ratio	0.11	0.11			0.10		0.92	0.94			0.88	

Existing Morning Condition 05/22/2019 19-087

Synchro 10 Report
Page 3

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.01	0.13			0.01		0.04	0.08				0.30
Control Delay	31.5	35.0			32.0		1.6	1.3				3.1
Queue Delay	0.0	0.0			0.0		0.0	0.0				0.0
Total Delay	31.5	35.0			32.0		1.6	1.3				3.1
LOS	C	C			C		A	A				A
Approach Delay		34.6			32.0			1.4				3.1
Approach LOS		C			C			A				A
Queue Length 50th (ft)	1	7			0		1	0				0
Queue Length 95th (ft)	7	23			5		5	21				160
Internal Link Dist (ft)		457			98			158				531
Turn Bay Length (ft)	130						70					
Base Capacity (vph)	285	150			142		546	3101				3114
Starvation Cap Reductn	0	0			0		0	0				0
Spillback Cap Reductn	0	0			0		0	0				5
Storage Cap Reductn	0	0			0		0	0				0
Reduced v/c Ratio	0.01	0.09			0.01		0.03	0.08				0.30

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 3 (4%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 45

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.30

Intersection Signal Delay: 3.2

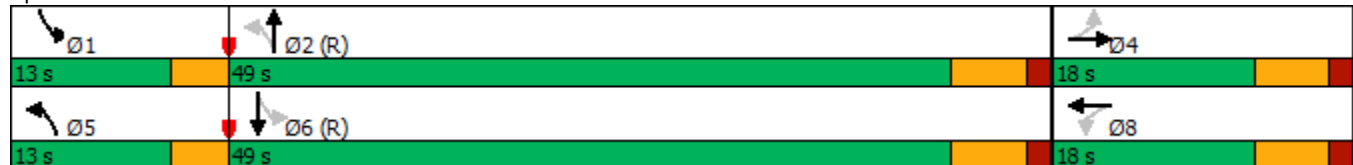
Intersection LOS: A

Intersection Capacity Utilization 41.7%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Hicks Road & Sellstorm Drive/Access Road



Lanes, Volumes, Timings

4: Hicks Road & Illinois Avenue/Industrial Avenue

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	119	181	168	98	116	31	106	521	57	33	666	66
Future Volume (vph)	119	181	168	98	116	31	106	521	57	33	666	66
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	155		0	140		0	140		0	140		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	180			170			175			185		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor		0.99		1.00	1.00							
Frt		0.928			0.968			0.985			0.986	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1656	1638	0	1641	1627	0	1687	3422	0	1656	3462	0
Flt Permitted	0.653			0.272			0.234			0.403		
Satd. Flow (perm)	1138	1638	0	469	1627	0	416	3422	0	702	3462	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		55			16			15			13	
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		939			1161			690			1966	
Travel Time (s)		18.3			22.6			10.5			29.8	
Confl. Peds. (#/hr)			2	2								
Confl. Bikes (#/hr)			1			1						
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	9%	3%	11%	10%	10%	23%	7%	4%	3%	9%	3%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	123	360	0	101	152	0	109	596	0	34	755	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	7	4		3	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	6.5	14.0		6.5	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	13.0	25.0		13.0	25.0		13.0	29.0		13.0	29.0	
Total Split (%)	16.3%	31.3%		16.3%	31.3%		16.3%	36.3%		16.3%	36.3%	
Yellow Time (s)	3.5	4.5		3.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0		3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	28.2	18.5		27.7	18.2		41.4	33.5		37.9	30.1	
Actuated g/C Ratio	0.35	0.23		0.35	0.23		0.52	0.42		0.47	0.38	

Existing Morning Condition 05/22/2019 19-087

Synchro 10 Report
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Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

4: Hicks Road & Illinois Avenue/Industrial Avenue

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.27	0.86		0.36	0.40		0.32	0.41		0.08	0.58	
Control Delay	16.5	46.1		18.3	26.5		13.8	19.6		7.0	22.5	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	16.5	46.1		18.3	26.5		13.8	19.6		7.0	22.5	
LOS	B	D		B	C		B	B		A	C	
Approach Delay		38.6			23.2			18.7			21.8	
Approach LOS		D			C			B			C	
Queue Length 50th (ft)	36	143		29	56		29	122		10	193	
Queue Length 95th (ft)	70	#292		59	110		57	177		m10	267	
Internal Link Dist (ft)		859			1081			610			1886	
Turn Bay Length (ft)	155			140			140			140		
Base Capacity (vph)	467	436		304	400		367	1441		466	1310	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.26	0.83		0.33	0.38		0.30	0.41		0.07	0.58	

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 54.5 (68%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.86

Intersection Signal Delay: 24.6

Intersection LOS: C

Intersection Capacity Utilization 68.4%

ICU Level of Service C

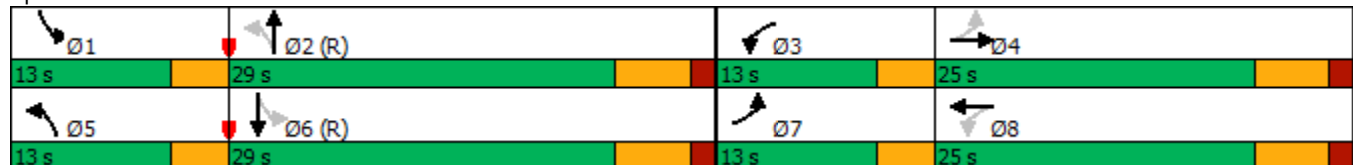
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 4: Hicks Road & Illinois Avenue/Industrial Avenue



Capacity Analysis Summary Sheets

Existing Weekday Evening Peak Hour Conditions

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	1	638	334	119	954	1	525	0	200	2	2	3
Future Volume (vph)	1	638	334	119	954	1	525	0	200	2	2	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		200	160		0	0		0	0		0
Storage Lanes	0		1	1		0	1		0	0		0
Taper Length (ft)	25			120			25			25		
Lane Util. Factor	0.95	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor					1.00							
Frt			0.850					0.915			0.942	
Flt Protected				0.950			0.950	0.979			0.986	
Satd. Flow (prot)	0	3505	1553	1770	3574	0	1698	1592	0	0	1765	0
Flt Permitted		0.954		0.294			0.950	0.979				
Satd. Flow (perm)	0	3344	1553	548	3574	0	1698	1592	0	0	1790	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		358			1471			611			204	
Travel Time (s)		7.0			28.7			10.4			4.6	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)						1						
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	4%	2%	1%	0%	1%	0%	2%	0%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							29%					
Lane Group Flow (vph)	0	687	359	128	1027	0	401	379	0	0	7	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Split	NA		Perm	NA	
Protected Phases		2	8	1	6		8	8			4	
Permitted Phases	2		2	6						4		
Detector Phase	2	2	8	1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0	8.0	3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	21.0	21.0	14.0	6.5	21.0		14.0	14.0		14.0	14.0	
Total Split (s)	41.6	41.6	45.5	26.0	67.6		45.5	45.5		16.9	16.9	
Total Split (%)	32.0%	32.0%	35.0%	20.0%	52.0%		35.0%	35.0%		13.0%	13.0%	
Yellow Time (s)	4.5	4.5	4.5	3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5	1.5	0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)		6.0	6.0	3.5	6.0		6.0	6.0			6.0	
Lead/Lag	Lag	Lag		Lead								
Lead-Lag Optimize?	Yes	Yes		Yes								
Recall Mode	C-Min	C-Min	None	None	C-Min		None	None		None	None	
Act Effect Green (s)		63.5	106.1	79.3	76.8		37.8	37.8			9.0	
Actuated g/C Ratio		0.49	0.82	0.61	0.59		0.29	0.29			0.07	

Existing Evening Condition 05/22/2019 19-087

Synchro 10 Report
Page 1

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio		0.42	0.28	0.30	0.49		0.81	0.82				0.06
Control Delay		24.8	3.4	14.7	17.8		56.2	57.6				56.7
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0				0.0
Total Delay		24.8	3.4	14.7	17.8		56.2	57.6				56.7
LOS		C	A	B	B		E	E				E
Approach Delay		17.5			17.5			56.9				56.7
Approach LOS		B			B			E				E
Queue Length 50th (ft)		188	42	42	246		320	303				6
Queue Length 95th (ft)		318	82	95	398		#461	#463				22
Internal Link Dist (ft)		278			1391			531				124
Turn Bay Length (ft)			200	160								
Base Capacity (vph)		1634	1303	545	2111		532	499				150
Starvation Cap Reductn		0	0	0	0		0	0				0
Spillback Cap Reductn		0	0	0	0		0	0				0
Storage Cap Reductn		0	0	0	0		0	0				0
Reduced v/c Ratio		0.42	0.28	0.23	0.49		0.75	0.76				0.05

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22.5 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 65

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.82

Intersection Signal Delay: 27.9

Intersection LOS: C

Intersection Capacity Utilization 86.4%

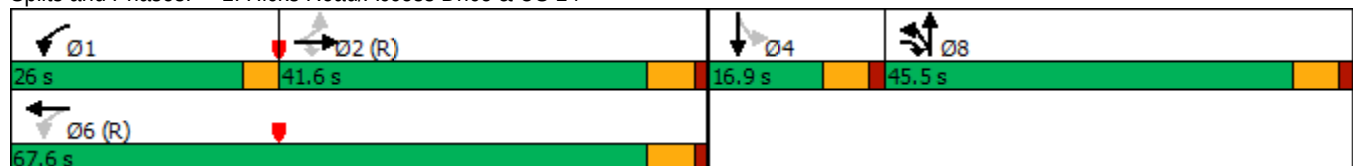
ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Hicks Road/Access Drice & US 14



Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	74	0	113	5	0	8	2	643	1	0	453	2
Future Volume (vph)	74	0	113	5	0	8	2	643	1	0	453	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	130		0	0		0	70		0	45		0
Storage Lanes	1		0	0		0	1		0	1		0
Taper Length (ft)	80			25			60			85		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor								1.00				
Frt		0.850			0.917						0.999	
Flt Protected	0.950				0.981		0.950					
Satd. Flow (prot)	1805	1583	0	0	1592	0	1805	3574	0	1900	3468	0
Flt Permitted	0.746				0.857		0.394					
Satd. Flow (perm)	1417	1583	0	0	1391	0	749	3574	0	1900	3468	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		30			30			40			40	
Link Distance (ft)		537			178			238			611	
Travel Time (s)		12.2			4.0			4.1			10.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)									1			
Peak Hour Factor	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	0%	2%	0%	0%	12%	0%	1%	0%	0%	4%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	99	151	0	0	18	0	3	858	0	0	607	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		pm+pt	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	8.0	8.0		8.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	14.0	14.0		14.0	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	18.0	18.0		18.0	18.0		13.0	49.0		13.0	49.0	
Total Split (%)	22.5%	22.5%		22.5%	22.5%		16.3%	61.3%		16.3%	61.3%	
Yellow Time (s)	4.5	4.5		4.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		3.5	6.0		3.5	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	11.8	11.8			11.8		58.7	56.2			54.4	
Actuated g/C Ratio	0.15	0.15			0.15		0.73	0.70			0.68	

Existing Evening Condition 05/22/2019 19-087

Synchro 10 Report
Page 3

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

05/29/2019

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.48	0.65			0.09		0.00	0.34				0.26
Control Delay	39.2	46.2			30.3		2.5	4.1				5.9
Queue Delay	0.0	0.0			0.0		0.0	0.4				0.0
Total Delay	39.2	46.2			30.3		2.5	4.5				5.9
LOS	D	D			C		A	A				A
Approach Delay		43.4			30.3			4.5				5.9
Approach LOS		D			C			A				A
Queue Length 50th (ft)	44	69			8		1	73				54
Queue Length 95th (ft)	76	107			22		m1	71				81
Internal Link Dist (ft)		457			98			158				531
Turn Bay Length (ft)	130						70					
Base Capacity (vph)	220	246			216		675	2510				2356
Starvation Cap Reductn	0	0			0		0	1035				0
Spillback Cap Reductn	0	0			0		0	0				0
Storage Cap Reductn	0	0			0		0	0				0
Reduced v/c Ratio	0.45	0.61			0.08		0.00	0.58				0.26

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 3 (4%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 45

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.65

Intersection Signal Delay: 10.8

Intersection LOS: B

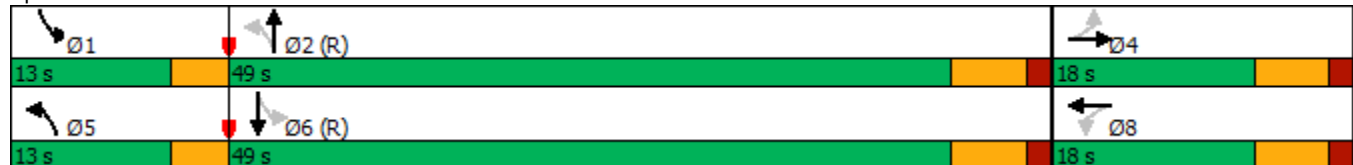
Intersection Capacity Utilization 36.9%

ICU Level of Service A

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Hicks Road & Sellstorm Drive/Access Road



Lanes, Volumes, Timings

4: Hicks Road & Illinois Avenue/Industrial Avenue

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	54	127	104	120	197	45	162	377	39	51	687	167
Future Volume (vph)	54	127	104	120	197	45	162	377	39	51	687	167
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	155		0	140		0	140		0	140		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	180			170			175			185		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor					1.00							
Frt		0.932			0.972			0.986			0.971	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1736	1675	0	1770	1748	0	1719	3486	0	1612	3423	0
Flt Permitted	0.484			0.349			0.132			0.473		
Satd. Flow (perm)	884	1675	0	650	1748	0	239	3486	0	802	3423	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		48			13			14			37	
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		939			1161			690			1966	
Travel Time (s)		18.3			22.6			10.5			29.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)						2						
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	4%	3%	9%	2%	5%	7%	5%	2%	3%	12%	2%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	64	271	0	141	285	0	191	490	0	60	1004	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	7	4		3	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	6.5	14.0		6.5	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	13.0	25.0		13.0	25.0		13.0	29.0		13.0	29.0	
Total Split (%)	16.3%	31.3%		16.3%	31.3%		16.3%	36.3%		16.3%	36.3%	
Yellow Time (s)	3.5	4.5		3.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0		3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	25.7	15.9		29.0	19.1		41.4	33.0		37.0	27.4	
Actuated g/C Ratio	0.32	0.20		0.36	0.24		0.52	0.41		0.46	0.34	

Existing Evening Condition 05/22/2019 19-087

Synchro 10 Report
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Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

4: Hicks Road & Illinois Avenue/Industrial Avenue

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.18	0.73		0.39	0.67		0.66	0.34		0.14	0.84	
Control Delay	15.6	36.3		18.9	34.9		26.1	18.9		10.7	34.5	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	15.6	36.3		18.9	34.9		26.1	18.9		10.7	34.5	
LOS	B	D		B	C		C	B		B	C	
Approach Delay		32.3			29.6			20.9			33.2	
Approach LOS		C			C			C			C	
Queue Length 50th (ft)	19	103		44	124		50	93		19	256	
Queue Length 95th (ft)	38	165		73	190		#117	136		28	#362	
Internal Link Dist (ft)		859			1081			610			1886	
Turn Bay Length (ft)	155			140			140			140		
Base Capacity (vph)	409	434		370	440		303	1446		491	1195	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.16	0.62		0.38	0.65		0.63	0.34		0.12	0.84	

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 54.5 (68%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.84

Intersection Signal Delay: 29.1

Intersection LOS: C

Intersection Capacity Utilization 69.6%

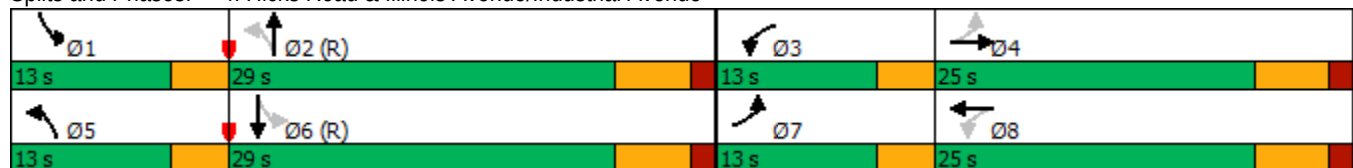
ICU Level of Service C

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 4: Hicks Road & Illinois Avenue/Industrial Avenue



Capacity Analysis Summary Sheets

No Build Weekday Morning Peak Hour Conditions

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	759	792	140	547	0	180	0	79	0	0	1
Future Volume (vph)	0	759	792	140	547	0	180	0	79	0	0	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		200	160		0	0		0	0		0
Storage Lanes	0		1	1		0	1		0	0		0
Taper Length (ft)	25			120			25			25		
Lane Util. Factor	0.95	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850					0.905			0.865	
Flt Protected				0.950			0.950	0.982				
Satd. Flow (prot)	0	3505	1599	1736	3406	0	1517	1495	0	0	1644	0
Flt Permitted				0.239			0.950	0.982				
Satd. Flow (perm)	0	3505	1599	437	3406	0	1517	1495	0	0	1644	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		358			1471			611			204	
Travel Time (s)		7.0			28.7			10.4			4.6	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	1%	4%	6%	0%	13%	0%	4%	0%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							25%					
Lane Group Flow (vph)	0	816	852	151	588	0	145	134	0	0	1	0
Turn Type		NA	pm+ov	pm+pt	NA		Split	NA			NA	
Protected Phases		2	8	1	6		8	8			4	
Permitted Phases	2		2	6						4		
Detector Phase	2	2	8	1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0	8.0	3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	21.0	21.0	14.0	6.5	21.0		14.0	14.0		14.0	14.0	
Total Split (s)	58.5	58.5	32.5	23.4	81.9		32.5	32.5		15.6	15.6	
Total Split (%)	45.0%	45.0%	25.0%	18.0%	63.0%		25.0%	25.0%		12.0%	12.0%	
Yellow Time (s)	4.5	4.5	4.5	3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5	1.5	0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)		6.0	6.0	3.5	6.0		6.0	6.0			6.0	
Lead/Lag	Lag	Lag		Lead								
Lead-Lag Optimize?	Yes	Yes		Yes								
Recall Mode	C-Min	C-Min	None	None	C-Min		None	None		None	None	
Act Effect Green (s)		65.0	106.4	81.1	78.6		36.6	36.6			8.0	
Actuated g/C Ratio		0.50	0.82	0.62	0.60		0.28	0.28			0.06	

No Build Morning Condition 05/22/2019 19-087

Synchro 10 Report
Page 1

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio		0.47	0.65	0.40	0.29		0.34	0.32			0.01	
Control Delay		22.4	7.9	13.2	12.7		42.8	42.5			58.0	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Delay		22.4	7.9	13.2	12.7		42.8	42.5			58.0	
LOS		C	A	B	B		D	D			E	
Approach Delay		15.0			12.8			42.6			58.0	
Approach LOS		B			B			D			E	
Queue Length 50th (ft)		224	172	48	114		101	92			1	
Queue Length 95th (ft)		313	352	84	160		184	172			7	
Internal Link Dist (ft)		278			1391			531			124	
Turn Bay Length (ft)			200	160								
Base Capacity (vph)		1752	1313	471	2099		430	424			121	
Starvation Cap Reductn		0	0	0	0		0	0			0	
Spillback Cap Reductn		0	0	0	0		0	0			0	
Storage Cap Reductn		0	0	0	0		0	0			0	
Reduced v/c Ratio		0.47	0.65	0.32	0.28		0.34	0.32			0.01	

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22.5 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.65

Intersection Signal Delay: 17.3

Intersection LOS: B

Intersection Capacity Utilization 85.8%

ICU Level of Service E

Analysis Period (min) 15

Splits and Phases: 1: Hicks Road/Access Drice & US 14



Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	2	0	13	1	0	0	18	257	2	0	923	9
Future Volume (vph)	2	0	13	1	0	0	18	257	2	0	923	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	130		0	0		0	70		0	45		0
Storage Lanes	1		0	0		0	1		0	1		0
Taper Length (ft)	80			25			60			85		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.850						0.999			0.999	
Flt Protected	0.950				0.950		0.950					
Satd. Flow (prot)	1805	1003	0	0	902	0	1543	3281	0	1900	3526	0
Flt Permitted							0.271					
Satd. Flow (perm)	1900	1003	0	0	950	0	440	3281	0	1900	3526	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		30			30			40			40	
Link Distance (ft)		537			178			238			611	
Travel Time (s)		12.2			4.0			4.1			10.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	0%	61%	100%	0%	0%	17%	10%	0%	0%	2%	33%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	2	14	0	0	1	0	19	270	0	0	970	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		pm+pt	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	8.0	8.0		8.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	14.0	14.0		14.0	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	18.0	18.0		18.0	18.0		13.0	49.0		13.0	49.0	
Total Split (%)	22.5%	22.5%		22.5%	22.5%		16.3%	61.3%		16.3%	61.3%	
Yellow Time (s)	4.5	4.5		4.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		3.5	6.0		3.5	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	8.5	8.5			8.4		73.3	75.6			70.7	
Actuated g/C Ratio	0.11	0.11			0.10		0.92	0.94			0.88	

No Build Morning Condition 05/22/2019 19-087

Synchro 10 Report
Page 3

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.01	0.13			0.01		0.04	0.09				0.31
Control Delay	31.5	35.0			32.0		1.6	1.3				3.2
Queue Delay	0.0	0.0			0.0		0.0	0.0				0.0
Total Delay	31.5	35.0			32.0		1.6	1.3				3.2
LOS	C	C			C		A	A				A
Approach Delay		34.6			32.0			1.3				3.2
Approach LOS		C			C			A				A
Queue Length 50th (ft)	1	7			0		1	0				0
Queue Length 95th (ft)	7	23			5		4	21				166
Internal Link Dist (ft)		457			98			158				531
Turn Bay Length (ft)	130						70					
Base Capacity (vph)	285	150			142		534	3101				3115
Starvation Cap Reductn	0	0			0		0	0				0
Spillback Cap Reductn	0	0			0		0	0				44
Storage Cap Reductn	0	0			0		0	0				0
Reduced v/c Ratio	0.01	0.09			0.01		0.04	0.09				0.32

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 3 (4%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 45

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.31

Intersection Signal Delay: 3.2

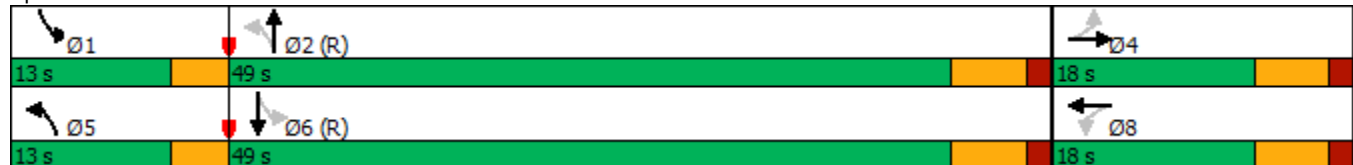
Intersection LOS: A

Intersection Capacity Utilization 42.5%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Hicks Road & Sellstorm Drive/Access Road



Lanes, Volumes, Timings

4: Hicks Road & Illinois Avenue/Industrial Avenue

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	123	186	173	101	120	32	109	537	59	34	687	68
Future Volume (vph)	123	186	173	101	120	32	109	537	59	34	687	68
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	155		0	140		0	140		0	140		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	180			170			175			185		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor		0.99		1.00	1.00							
Frt		0.928			0.968			0.985			0.987	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1656	1638	0	1641	1627	0	1687	3422	0	1656	3465	0
Flt Permitted	0.650			0.261			0.220			0.389		
Satd. Flow (perm)	1133	1638	0	450	1627	0	391	3422	0	678	3465	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		55			16			15			13	
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		939			1161			690			1966	
Travel Time (s)		18.3			22.6			10.5			29.8	
Confl. Peds. (#/hr)			2	2								
Confl. Bikes (#/hr)			1			1						
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	9%	3%	11%	10%	10%	23%	7%	4%	3%	9%	3%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	127	370	0	104	157	0	112	615	0	35	778	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	7	4		3	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	6.5	14.0		6.5	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	13.0	25.0		13.0	25.0		13.0	29.0		13.0	29.0	
Total Split (%)	16.3%	31.3%		16.3%	31.3%		16.3%	36.3%		16.3%	36.3%	
Yellow Time (s)	3.5	4.5		3.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0		3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	28.5	18.8		28.0	18.5		41.2	33.2		37.6	29.7	
Actuated g/C Ratio	0.36	0.24		0.35	0.23		0.52	0.42		0.47	0.37	

No Build Morning Condition 05/22/2019 19-087

Synchro 10 Report
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Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

4: Hicks Road & Illinois Avenue/Industrial Avenue

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.28	0.87		0.37	0.40		0.34	0.43		0.09	0.60	
Control Delay	16.5	47.5		18.5	26.7		14.2	20.0		7.0	23.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	16.5	47.5		18.5	26.7		14.2	20.0		7.0	23.1	
LOS	B	D		B	C		B	B		A	C	
Approach Delay		39.6			23.4			19.1			22.4	
Approach LOS		D			C			B			C	
Queue Length 50th (ft)	38	150		30	59		30	127		11	201	
Queue Length 95th (ft)	72	#305		61	113		58	184		m10	276	
Internal Link Dist (ft)		859			1081			610			1886	
Turn Bay Length (ft)	155			140			140			140		
Base Capacity (vph)	471	439		302	402		356	1428		453	1295	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.27	0.84		0.34	0.39		0.31	0.43		0.08	0.60	

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 54.5 (68%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 55

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.87

Intersection Signal Delay: 25.2

Intersection LOS: C

Intersection Capacity Utilization 69.9%

ICU Level of Service C

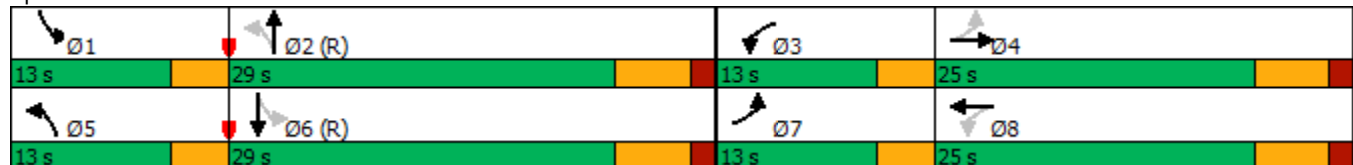
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 4: Hicks Road & Illinois Avenue/Industrial Avenue



Capacity Analysis Summary Sheets

No Build Weekday Evening Peak Hour Conditions

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	1	658	344	123	984	1	541	0	206	2	2	3
Future Volume (vph)	1	658	344	123	984	1	541	0	206	2	2	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		200	160		0	0		0	0		0
Storage Lanes	0		1	1		0	1		0	0		0
Taper Length (ft)	25			120			25			25		
Lane Util. Factor	0.95	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor					1.00							
Frt			0.850					0.915			0.942	
Flt Protected				0.950			0.950	0.979			0.986	
Satd. Flow (prot)	0	3505	1553	1770	3574	0	1698	1592	0	0	1765	0
Flt Permitted		0.954		0.279			0.950	0.979				
Satd. Flow (perm)	0	3344	1553	520	3574	0	1698	1592	0	0	1790	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		358			1471			611			204	
Travel Time (s)		7.0			28.7			10.4			4.6	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)						1						
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	4%	2%	1%	0%	1%	0%	2%	0%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							29%					
Lane Group Flow (vph)	0	709	370	132	1059	0	413	391	0	0	7	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Split	NA		Perm	NA	
Protected Phases		2	8	1	6		8	8			4	
Permitted Phases	2		2	6						4		
Detector Phase	2	2	8	1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0	8.0	3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	21.0	21.0	14.0	6.5	21.0		14.0	14.0		14.0	14.0	
Total Split (s)	41.6	41.6	45.5	26.0	67.6		45.5	45.5		16.9	16.9	
Total Split (%)	32.0%	32.0%	35.0%	20.0%	52.0%		35.0%	35.0%		13.0%	13.0%	
Yellow Time (s)	4.5	4.5	4.5	3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5	1.5	0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)		6.0	6.0	3.5	6.0		6.0	6.0			6.0	
Lead/Lag	Lag	Lag		Lead								
Lead-Lag Optimize?	Yes	Yes		Yes								
Recall Mode	C-Min	C-Min	None	None	C-Min		None	None		None	None	
Act Effect Green (s)		62.3	105.9	78.3	75.8		38.8	38.8			9.0	
Actuated g/C Ratio		0.48	0.81	0.60	0.58		0.30	0.30			0.07	

No Build Evening Condition 05/22/2019 19-087

Synchro 10 Report

Page 1

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio		0.44	0.29	0.32	0.51		0.82	0.82			0.06	
Control Delay		25.9	3.6	15.4	18.7		55.7	57.2			56.7	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Delay		25.9	3.6	15.4	18.7		55.7	57.2			56.7	
LOS		C	A	B	B		E	E			E	
Approach Delay		18.2			18.3			56.4			56.7	
Approach LOS		B			B			E			E	
Queue Length 50th (ft)		200	44	45	263		328	311			6	
Queue Length 95th (ft)		331	87	98	415		#501	#486			22	
Internal Link Dist (ft)		278			1391			531			124	
Turn Bay Length (ft)			200	160								
Base Capacity (vph)		1603	1295	529	2084		539	506			150	
Starvation Cap Reductn		0	0	0	0		0	0			0	
Spillback Cap Reductn		0	0	0	0		0	0			0	
Storage Cap Reductn		0	0	0	0		0	0			0	
Reduced v/c Ratio		0.44	0.29	0.25	0.51		0.77	0.77			0.05	

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22.5 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.82

Intersection Signal Delay: 28.3

Intersection LOS: C

Intersection Capacity Utilization 88.4%

ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Hicks Road/Access Drice & US 14

					
Ø1	Ø2 (R)		Ø4	Ø8	
26 s	41.6 s		16.9 s	45.5 s	
					
Ø6 (R)					
67.6 s					

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	74	0	113	5	0	8	2	665	1	0	467	2
Future Volume (vph)	74	0	113	5	0	8	2	665	1	0	467	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	130		0	0		0	70		0	45		0
Storage Lanes	1		0	0		0	1		0	1		0
Taper Length (ft)	80			25			60			85		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor								1.00				
Frt		0.850			0.917						0.999	
Flt Protected	0.950				0.981		0.950					
Satd. Flow (prot)	1805	1583	0	0	1592	0	1805	3574	0	1900	3468	0
Flt Permitted	0.746				0.853		0.386					
Satd. Flow (perm)	1417	1583	0	0	1385	0	733	3574	0	1900	3468	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		30			30			40			40	
Link Distance (ft)		537			178			238			611	
Travel Time (s)		12.2			4.0			4.1			10.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)									1			
Peak Hour Factor	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	0%	2%	0%	0%	12%	0%	1%	0%	0%	4%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	99	151	0	0	18	0	3	888	0	0	626	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		pm+pt	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	8.0	8.0		8.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	14.0	14.0		14.0	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	18.0	18.0		18.0	18.0		13.0	49.0		13.0	49.0	
Total Split (%)	22.5%	22.5%		22.5%	22.5%		16.3%	61.3%		16.3%	61.3%	
Yellow Time (s)	4.5	4.5		4.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		3.5	6.0		3.5	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	11.4	11.4			11.4		59.1	56.6			54.8	
Actuated g/C Ratio	0.14	0.14			0.14		0.74	0.71			0.68	

No Build Evening Condition 05/22/2019 19-087

Synchro 10 Report
Page 3

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.49	0.67			0.09		0.00	0.35				0.26
Control Delay	40.5	48.4			30.6		2.0	4.1				5.8
Queue Delay	0.0	0.0			0.0		0.0	0.4				0.0
Total Delay	40.5	48.4			30.6		2.0	4.6				5.8
LOS	D	D			C		A	A				A
Approach Delay		45.3			30.6			4.5				5.8
Approach LOS		D			C			A				A
Queue Length 50th (ft)	46	72			8		1	73				50
Queue Length 95th (ft)	76	107			22		m1	72				83
Internal Link Dist (ft)		457			98			158				531
Turn Bay Length (ft)	130						70					
Base Capacity (vph)	212	237			207		669	2530				2375
Starvation Cap Reductn	0	0			0		0	1049				0
Spillback Cap Reductn	0	0			0		0	0				0
Storage Cap Reductn	0	0			0		0	0				0
Reduced v/c Ratio	0.47	0.64			0.09		0.00	0.60				0.26

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 3 (4%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 45

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.67

Intersection Signal Delay: 10.9

Intersection LOS: B

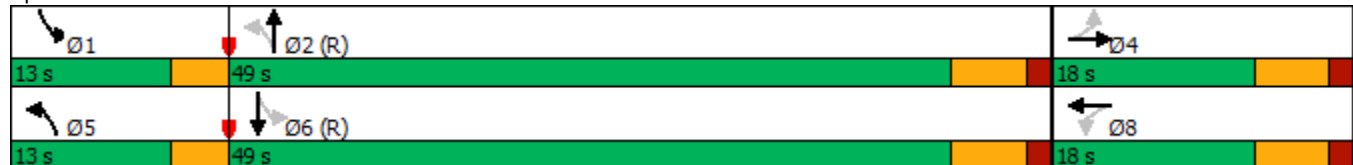
Intersection Capacity Utilization 37.5%

ICU Level of Service A

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Hicks Road & Sellstorm Drive/Access Road



Lanes, Volumes, Timings

4: Hicks Road & Illinois Avenue/Industrial Avenue

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	56	131	107	124	203	46	167	389	40	53	708	172
Future Volume (vph)	56	131	107	124	203	46	167	389	40	53	708	172
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	155		0	140		0	140		0	140		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	180			170			175			185		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor					1.00							
Frt		0.932			0.972			0.986			0.971	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1736	1675	0	1770	1748	0	1719	3486	0	1612	3423	0
Flt Permitted	0.467			0.340			0.136			0.466		
Satd. Flow (perm)	853	1675	0	633	1748	0	246	3486	0	791	3423	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		48			13			14			37	
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		939			1161			690			1966	
Travel Time (s)		18.3			22.6			10.5			29.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)						2						
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	4%	3%	9%	2%	5%	7%	5%	2%	3%	12%	2%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	66	280	0	146	293	0	196	505	0	62	1035	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	7	4		3	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	6.5	14.0		6.5	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	13.0	25.0		13.0	25.0		13.0	29.0		13.0	29.0	
Total Split (%)	16.3%	31.3%		16.3%	31.3%		16.3%	36.3%		16.3%	36.3%	
Yellow Time (s)	3.5	4.5		3.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0		3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	26.0	16.1		29.2	19.3		41.0	30.8		36.6	27.0	
Actuated g/C Ratio	0.32	0.20		0.36	0.24		0.51	0.38		0.46	0.34	

No Build Evening Condition 05/22/2019 19-087

Synchro 10 Report
Page 5

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

4: Hicks Road & Illinois Avenue/Industrial Avenue

05/29/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.18	0.75		0.41	0.68		0.67	0.37		0.14	0.88	
Control Delay	15.6	37.2		19.1	35.5		26.4	20.2		10.7	37.5	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	15.6	37.2		19.1	35.5		26.4	20.2		10.7	37.5	
LOS	B	D		B	D		C	C		B	D	
Approach Delay		33.1			30.0			22.0			36.0	
Approach LOS		C			C			C			D	
Queue Length 50th (ft)	20	107		46	127		52	97		20	~282	
Queue Length 95th (ft)	40	171		75	197		#121	141		29	#381	
Internal Link Dist (ft)		859			1081			610			1886	
Turn Bay Length (ft)	155			140			140			140		
Base Capacity (vph)	404	434		367	442		305	1349		482	1178	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.16	0.65		0.40	0.66		0.64	0.37		0.13	0.88	

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 54.5 (68%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.88

Intersection Signal Delay: 30.8

Intersection LOS: C

Intersection Capacity Utilization 71.3%

ICU Level of Service C

Analysis Period (min) 15

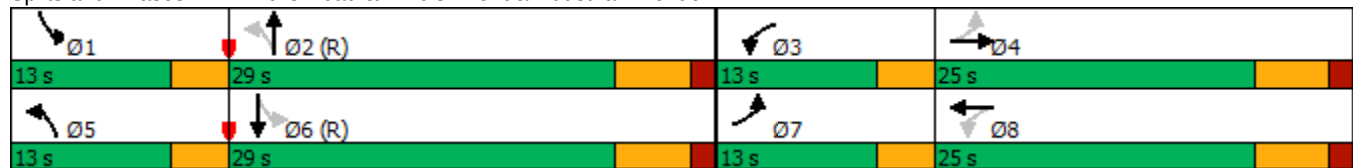
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 4: Hicks Road & Illinois Avenue/Industrial Avenue



Capacity Analysis Summary Sheets

Total Projected Weekday Morning Peak Hour Conditions

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	759	825	199	547	0	184	0	87	0	0	1
Future Volume (vph)	0	759	825	199	547	0	184	0	87	0	0	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		200	160		0	0		0	0		0
Storage Lanes	0		1	1		0	1		0	0		0
Taper Length (ft)	25			120			25			25		
Lane Util. Factor	0.95	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt			0.850					0.899			0.865	
Flt Protected				0.950			0.950	0.984				
Satd. Flow (prot)	0	3505	1583	1687	3406	0	1517	1474	0	0	1644	0
Flt Permitted				0.227			0.950	0.984				
Satd. Flow (perm)	0	3505	1583	403	3406	0	1517	1474	0	0	1644	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		358			1471			611			204	
Travel Time (s)		7.0			28.7			10.4			4.6	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	2%	7%	6%	0%	13%	0%	6%	0%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							23%					
Lane Group Flow (vph)	0	816	887	214	588	0	152	140	0	0	1	0
Turn Type		NA	pm+ov	pm+pt	NA		Split	NA			NA	
Protected Phases		2	8	1	6		8	8			4	
Permitted Phases	2		2	6						4		
Detector Phase	2	2	8	1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0	8.0	3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	21.0	21.0	14.0	6.5	21.0		14.0	14.0		14.0	14.0	
Total Split (s)	58.5	58.5	32.5	23.4	81.9		32.5	32.5		15.6	15.6	
Total Split (%)	45.0%	45.0%	25.0%	18.0%	63.0%		25.0%	25.0%		12.0%	12.0%	
Yellow Time (s)	4.5	4.5	4.5	3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5	1.5	0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)		6.0	6.0	3.5	6.0		6.0	6.0			6.0	
Lead/Lag	Lag	Lag		Lead								
Lead-Lag Optimize?	Yes	Yes		Yes								
Recall Mode	C-Min	C-Min	None	None	C-Min		None	None		None	None	
Act Effect Green (s)		61.6	103.9	80.2	77.7		37.5	37.5			8.0	
Actuated g/C Ratio		0.47	0.80	0.62	0.60		0.29	0.29			0.06	

Projected Morning Condition 05/22/2019 19-087

Synchro 10 Report

Page 1

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio		0.49	0.70	0.58	0.29		0.35	0.33			0.01	
Control Delay		25.0	10.4	17.2	13.2		42.9	42.7			58.0	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Delay		25.0	10.4	17.2	13.2		42.9	42.7			58.0	
LOS		C	B	B	B		D	D			E	
Approach Delay		17.4			14.2			42.8			58.0	
Approach LOS		B			B			D			E	
Queue Length 50th (ft)		185	201	53	87		118	109			1	
Queue Length 95th (ft)		331	#552	119	160		192	178			7	
Internal Link Dist (ft)		278			1391			531			124	
Turn Bay Length (ft)			200	160								
Base Capacity (vph)		1687	1265	445	2135		437	425			121	
Starvation Cap Reductn		0	0	0	0		0	0			0	
Spillback Cap Reductn		0	0	0	0		0	0			0	
Storage Cap Reductn		0	0	0	0		0	0			0	
Reduced v/c Ratio		0.48	0.70	0.48	0.28		0.35	0.33			0.01	

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22.5 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.70

Intersection Signal Delay: 19.1

Intersection LOS: B

Intersection Capacity Utilization 87.9%

ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Hicks Road/Access Drice & US 14

				
Ø1	Ø2 (R)		Ø4	Ø8
23.4 s	58.5 s		15.6 s	32.5 s
				
Ø6 (R)				
81.9 s				

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	2	0	13	1	0	1	18	268	41	92	923	9
Future Volume (vph)	2	0	13	1	0	1	18	268	41	92	923	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	130		0	0		0	70		0	45		0
Storage Lanes	1		0	0		0	1		0	1		0
Taper Length (ft)	80			25			60			85		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor												
Frt		0.850			0.932			0.980			0.999	
Flt Protected	0.950				0.976		0.950			0.950		
Satd. Flow (prot)	1805	1003	0	0	864	0	1543	3236	0	1787	3526	0
Flt Permitted							0.295			0.533		
Satd. Flow (perm)	1900	1003	0	0	885	0	479	3236	0	1003	3526	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		30			30			40			40	
Link Distance (ft)		537			178			238			611	
Travel Time (s)		12.2			4.0			4.1			10.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	0%	61%	100%	0%	100%	17%	10%	5%	1%	2%	33%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	2	14	0	0	2	0	19	322	0	96	970	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		pm+pt	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	8.0	8.0		8.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	14.0	14.0		14.0	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	18.0	18.0		18.0	18.0		13.0	49.0		13.0	49.0	
Total Split (%)	22.5%	22.5%		22.5%	22.5%		16.3%	61.3%		16.3%	61.3%	
Yellow Time (s)	4.5	4.5		4.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		3.5	6.0		3.5	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	8.5	8.5			8.4		70.2	64.3		72.2	70.7	
Actuated g/C Ratio	0.11	0.11			0.10		0.88	0.80		0.90	0.88	

Projected Morning Condition 05/22/2019 19-087

Synchro 10 Report
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Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.01	0.13			0.02		0.04	0.12		0.10	0.31	
Control Delay	31.5	35.0			32.0		1.4	3.4		1.3	3.2	
Queue Delay	0.0	0.0			0.0		0.0	0.2		0.0	0.0	
Total Delay	31.5	35.0			32.0		1.4	3.6		1.3	3.2	
LOS	C	C			C		A	A		A	A	
Approach Delay		34.6			32.0			3.4			3.0	
Approach LOS		C			C			A			A	
Queue Length 50th (ft)	1	7			1		1	14		0	0	
Queue Length 95th (ft)	7	23			7		4	49		19	166	
Internal Link Dist (ft)		457			98			158			531	
Turn Bay Length (ft)	130						70			45		
Base Capacity (vph)	285	150			132		563	2602		1012	3115	
Starvation Cap Reductn	0	0			0		0	1464		0	0	
Spillback Cap Reductn	0	0			0		0	0		0	44	
Storage Cap Reductn	0	0			0		0	0		0	0	
Reduced v/c Ratio	0.01	0.09			0.02		0.03	0.28		0.09	0.32	

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 3 (4%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 45

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.31

Intersection Signal Delay: 3.5

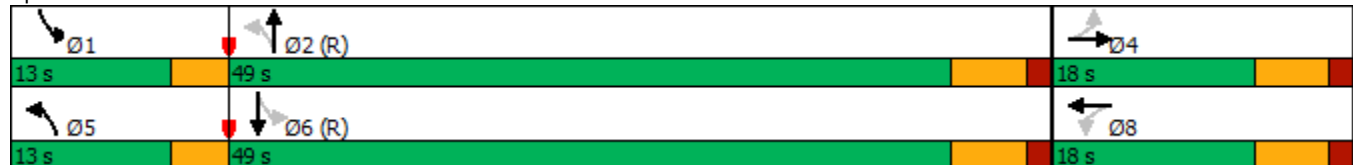
Intersection LOS: A

Intersection Capacity Utilization 49.1%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Hicks Road & Sellstorm Drive/Access Road



Lanes, Volumes, Timings

4: Illinois Avenue/Industrial Avenue & Hicks Road

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	136	186	173	101	120	32	109	563	59	34	670	70
Future Volume (vph)	136	186	173	101	120	32	109	563	59	34	670	70
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	155		0	140		0	140		0	140		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	180			170			175			185		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor		0.99		1.00	1.00							
Frt		0.928			0.968			0.986			0.986	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1671	1638	0	1641	1627	0	1687	3396	0	1656	3462	0
Flt Permitted	0.600			0.295			0.223			0.368		
Satd. Flow (perm)	1056	1638	0	509	1627	0	396	3396	0	641	3462	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		55			16			14			14	
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		939			1161			690			1966	
Travel Time (s)		18.3			22.6			10.5			29.8	
Confl. Peds. (#/hr)			2	2								
Confl. Bikes (#/hr)			1			1						
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	8%	3%	11%	10%	10%	23%	7%	5%	3%	9%	3%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	140	370	0	104	157	0	112	641	0	35	763	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	7	4		3	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	6.5	14.0		6.5	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	13.0	25.0		13.0	25.0		13.0	29.0		13.0	29.0	
Total Split (%)	16.3%	31.3%		16.3%	31.3%		16.3%	36.3%		16.3%	36.3%	
Yellow Time (s)	3.5	4.5		3.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0		3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	29.2	19.3		27.5	16.9		40.6	32.6		37.0	29.2	
Actuated g/C Ratio	0.36	0.24		0.34	0.21		0.51	0.41		0.46	0.36	

Projected Morning Condition 05/22/2019 19-087

Synchro 10 Report
Page 5

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

4: Illinois Avenue/Industrial Avenue & Hicks Road

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.31	0.85		0.36	0.44		0.34	0.46		0.09	0.60	
Control Delay	16.9	44.6		18.0	27.9		14.3	20.5		7.0	23.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	16.9	44.6		18.0	27.9		14.3	20.5		7.0	23.0	
LOS	B	D		B	C		B	C		A	C	
Approach Delay		37.0			23.9			19.6			22.3	
Approach LOS		D			C			B			C	
Queue Length 50th (ft)	42	150		30	59		30	134		11	196	
Queue Length 95th (ft)	78	#305		61	113		58	193		m10	270	
Internal Link Dist (ft)		859			1081			610			1886	
Turn Bay Length (ft)	155			140			140			140		
Base Capacity (vph)	461	439		317	399		355	1392		434	1270	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.30	0.84		0.33	0.39		0.32	0.46		0.08	0.60	

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 54.5 (68%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.85

Intersection Signal Delay: 24.8

Intersection LOS: C

Intersection Capacity Utilization 69.5%

ICU Level of Service C

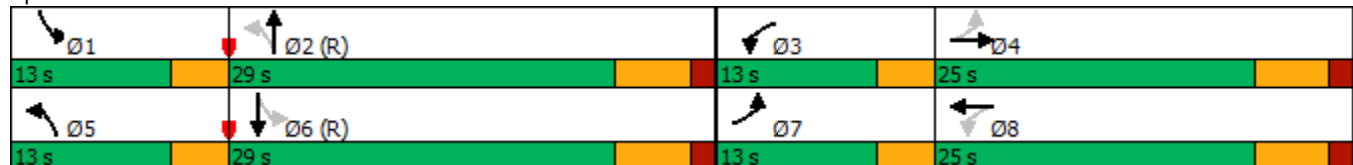
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 4: Illinois Avenue/Industrial Avenue & Hicks Road



HCM 6th TWSC

3: Hicks Road & Site Access

01/15/2020

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	11	316	0	0	937
Future Vol, veh/h	5	11	316	0	0	937
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	25	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	12	0	0	3
Mvmt Flow	5	12	333	0	0	986
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	826	167	0	0	333	0
Stage 1	333	-	-	-	-	-
Stage 2	493	-	-	-	-	-
Critical Hdwy	6.8	6.9	-	-	4.1	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	314	854	-	-	1238	-
Stage 1	704	-	-	-	-	-
Stage 2	585	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	314	854	-	-	1238	-
Mov Cap-2 Maneuver	433	-	-	-	-	-
Stage 1	704	-	-	-	-	-
Stage 2	585	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.6	0	0			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	655	1238	-	
HCM Lane V/C Ratio	-	-	0.026	-	-	
HCM Control Delay (s)	-	-	10.6	0	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Capacity Analysis Summary Sheets

Total Projected Weekday Evening Peak Hour Conditions

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	1	658	360	152	984	1	560	0	239	2	2	3
Future Volume (vph)	1	658	360	152	984	1	560	0	239	2	2	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		200	160		0	0		0	0		0
Storage Lanes	0		1	1		0	1		0	0		0
Taper Length (ft)	25			120			25			25		
Lane Util. Factor	0.95	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Ped Bike Factor					1.00							
Frt			0.850					0.907			0.942	
Flt Protected				0.950			0.950	0.981			0.986	
Satd. Flow (prot)	0	3505	1553	1752	3574	0	1698	1552	0	0	1765	0
Flt Permitted		0.954		0.264			0.950	0.981				
Satd. Flow (perm)	0	3344	1553	487	3574	0	1698	1552	0	0	1790	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			40			30	
Link Distance (ft)		358			1471			611			204	
Travel Time (s)		7.0			28.7			10.4			4.6	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)						1						
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	3%	4%	3%	1%	0%	1%	0%	5%	0%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)							26%					
Lane Group Flow (vph)	0	709	387	163	1059	0	445	414	0	0	7	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Split	NA		Perm	NA	
Protected Phases		2	8	1	6		8	8			4	
Permitted Phases	2		2	6						4		
Detector Phase	2	2	8	1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0	8.0	3.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	21.0	21.0	14.0	6.5	21.0		14.0	14.0		14.0	14.0	
Total Split (s)	41.6	41.6	45.5	26.0	67.6		45.5	45.5		16.9	16.9	
Total Split (%)	32.0%	32.0%	35.0%	20.0%	52.0%		35.0%	35.0%		13.0%	13.0%	
Yellow Time (s)	4.5	4.5	4.5	3.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5	1.5	0.0	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)		6.0	6.0	3.5	6.0		6.0	6.0			6.0	
Lead/Lag	Lag	Lag		Lead								
Lead-Lag Optimize?	Yes	Yes		Yes								
Recall Mode	C-Min	C-Min	None	None	C-Min		None	None		None	None	
Act Effect Green (s)		58.1	104.5	75.5	73.0		41.6	41.6			9.0	
Actuated g/C Ratio		0.45	0.80	0.58	0.56		0.32	0.32			0.07	

Projected Evening Condition 05/22/2019 19-087

Synchro 10 Report

Page 1

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

1: Hicks Road/Access Drice & US 14

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio		0.47	0.31	0.41	0.53		0.82	0.83			0.06	
Control Delay		28.9	4.0	17.7	20.3		53.8	56.3			56.7	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0			0.0	
Total Delay		28.9	4.0	17.7	20.3		53.8	56.3			56.7	
LOS		C	A	B	C		D	E			E	
Approach Delay		20.1			19.9			55.0			56.7	
Approach LOS		C			B			D			E	
Queue Length 50th (ft)		217	52	61	284		345	323			6	
Queue Length 95th (ft)		340	102	120	415		#566	#544			22	
Internal Link Dist (ft)		278			1391			531			124	
Turn Bay Length (ft)			200	160								
Base Capacity (vph)		1494	1263	501	2007		559	511			150	
Starvation Cap Reductn		0	0	0	0		0	0			0	
Spillback Cap Reductn		0	0	0	0		0	0			0	
Storage Cap Reductn		0	0	0	0		0	0			0	
Reduced v/c Ratio		0.47	0.31	0.33	0.53		0.80	0.81			0.05	

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22.5 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.83

Intersection Signal Delay: 29.5

Intersection LOS: C

Intersection Capacity Utilization 89.9%

ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Hicks Road/Access Drice & US 14

					
Ø1	Ø2 (R)		Ø4	Ø8	
26 s	41.6 s		16.9 s	45.5 s	
					
Ø6 (R)					
67.6 s					

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	74	0	113	27	0	60	2	665	20	45	467	2
Future Volume (vph)	74	0	113	27	0	60	2	665	20	45	467	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	130		0	0		0	70		0	45		0
Storage Lanes	1		0	0		0	1		0	1		0
Taper Length (ft)	80			25			60			85		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor								1.00				
Frt		0.850			0.907			0.996			0.999	
Flt Protected	0.950				0.985		0.950			0.950		
Satd. Flow (prot)	1805	1583	0	0	1697	0	1805	3559	0	1805	3468	0
Flt Permitted	0.710				0.819		0.414			0.263		
Satd. Flow (perm)	1349	1583	0	0	1411	0	787	3559	0	500	3468	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		30			30			40			40	
Link Distance (ft)		537			178			238			611	
Travel Time (s)		12.2			4.0			4.1			10.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)									1			
Peak Hour Factor	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	0%	2%	0%	0%	0%	0%	1%	0%	0%	4%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	99	151	0	0	116	0	3	914	0	60	626	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		pm+pt	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	8.0	8.0		8.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	14.0	14.0		14.0	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	18.0	18.0		18.0	18.0		13.0	49.0		13.0	49.0	
Total Split (%)	22.5%	22.5%		22.5%	22.5%		16.3%	61.3%		16.3%	61.3%	
Yellow Time (s)	4.5	4.5		4.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		3.5	6.0		3.5	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	11.4	11.4			11.4		56.4	50.6		58.7	54.8	
Actuated g/C Ratio	0.14	0.14			0.14		0.70	0.63		0.73	0.68	

Projected Evening Condition 05/22/2019 19-087

Synchro 10 Report
Page 3

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

2: Hicks Road & Sellstorm Drive/Access Road

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.52	0.67			0.58		0.00	0.41		0.13	0.26	
Control Delay	41.9	48.4			44.3		2.0	6.8		3.6	5.8	
Queue Delay	0.0	0.0			0.0		0.0	0.5		0.0	0.0	
Total Delay	41.9	48.4			44.3		2.0	7.3		3.6	5.8	
LOS	D	D			D		A	A		A	A	
Approach Delay		45.8			44.3			7.3			5.6	
Approach LOS		D			D			A			A	
Queue Length 50th (ft)	46	72			54		1	88		7	50	
Queue Length 95th (ft)	77	107			87		m1	95		12	83	
Internal Link Dist (ft)		457			98			158			531	
Turn Bay Length (ft)	130						70			45		
Base Capacity (vph)	202	237			211		699	2250		524	2375	
Starvation Cap Reductn	0	0			0		0	818		0	0	
Spillback Cap Reductn	0	0			0		0	0		0	0	
Storage Cap Reductn	0	0			0		0	0		0	0	
Reduced v/c Ratio	0.49	0.64			0.55		0.00	0.64		0.11	0.26	

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 3 (4%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 45

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.67

Intersection Signal Delay: 13.8

Intersection LOS: B

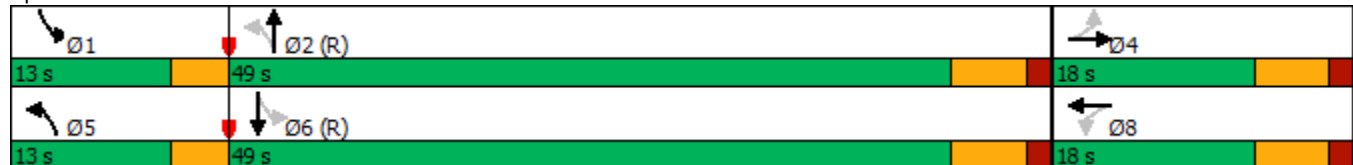
Intersection Capacity Utilization 47.5%

ICU Level of Service A

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: Hicks Road & Sellstorm Drive/Access Road



Lanes, Volumes, Timings

4: Illinois Person/Industrial Avenue & Hicks Road

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	62	131	107	124	203	46	167	402	40	53	723	179
Future Volume (vph)	62	131	107	124	203	46	167	402	40	53	723	179
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	155		0	140		0	140		0	140		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	180			170			175			185		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Ped Bike Factor					1.00							
Frt		0.932			0.972			0.986			0.970	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1736	1675	0	1770	1748	0	1719	3487	0	1612	3426	0
Flt Permitted	0.462			0.342			0.136			0.460		
Satd. Flow (perm)	844	1675	0	637	1748	0	246	3487	0	780	3426	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		48			13			13			38	
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		939			1161			690			1966	
Travel Time (s)		18.3			22.6			10.5			29.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)						2						
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	4%	3%	9%	2%	5%	7%	5%	2%	3%	12%	2%	3%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	73	280	0	146	293	0	196	520	0	62	1062	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	7	4		3	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	3.0	8.0		3.0	8.0		3.0	15.0		3.0	15.0	
Minimum Split (s)	6.5	14.0		6.5	14.0		6.5	21.0		6.5	21.0	
Total Split (s)	13.0	25.0		13.0	25.0		13.0	29.0		13.0	29.0	
Total Split (%)	16.3%	31.3%		16.3%	31.3%		16.3%	36.3%		16.3%	36.3%	
Yellow Time (s)	3.5	4.5		3.5	4.5		3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5		0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0		3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	C-Min		None	C-Min	
Act Effect Green (s)	26.1	16.1		29.1	19.2		41.0	30.8		36.6	27.0	
Actuated g/C Ratio	0.33	0.20		0.36	0.24		0.51	0.38		0.46	0.34	

Projected Evening Condition 05/22/2019 19-087

Synchro 10 Report
Page 5

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)

Lanes, Volumes, Timings

4: Illinois Person/Industrial Avenue & Hicks Road

01/15/2020

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.20	0.75		0.41	0.68		0.67	0.39		0.14	0.90	
Control Delay	15.8	37.2		19.1	35.9		26.4	20.4		10.7	40.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	15.8	37.2		19.1	35.9		26.4	20.4		10.7	40.2	
LOS	B	D		B	D		C	C		B	D	
Approach Delay		32.8			30.3			22.1			38.6	
Approach LOS		C			C			C			D	
Queue Length 50th (ft)	22	107		46	127		52	101		20	~304	
Queue Length 95th (ft)	42	171		75	197		#121	146		30	#396	
Internal Link Dist (ft)		859			1081			610			1886	
Turn Bay Length (ft)	155			140			140			140		
Base Capacity (vph)	402	434		367	440		305	1349		478	1180	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.18	0.65		0.40	0.67		0.64	0.39		0.13	0.90	

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Offset: 54.5 (68%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.90

Intersection Signal Delay: 31.9

Intersection LOS: C

Intersection Capacity Utilization 71.9%

ICU Level of Service C

Analysis Period (min) 15

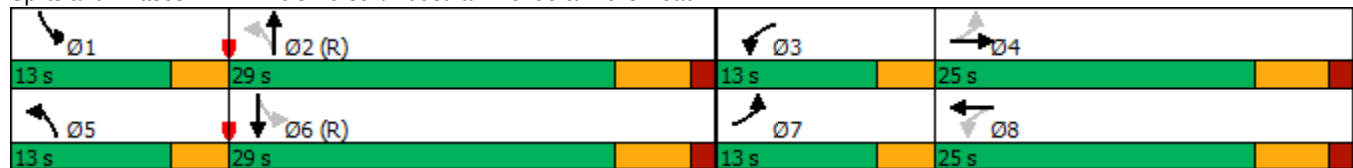
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 4: Illinois Person/Industrial Avenue & Hicks Road



HCM 6th TWSC

3: Hicks Road & Site Access

01/15/2020

Intersection						
Int Delay, s/veh	0					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	687	0	0	607
Future Vol, veh/h	0	0	687	0	0	607
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	25	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	1	0	0	4
Mvmt Flow	0	0	723	0	0	639
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1043	362	0	0	723	0
Stage 1	723	-	-	-	-	-
Stage 2	320	-	-	-	-	-
Critical Hdwy	6.8	6.9	-	-	4.1	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	228	641	-	-	889	-
Stage 1	447	-	-	-	-	-
Stage 2	715	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	228	641	-	-	889	-
Mov Cap-2 Maneuver	346	-	-	-	-	-
Stage 1	447	-	-	-	-	-
Stage 2	715	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	0	0	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	-	889	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Control Delay (s)	-	-	0	0	-	
HCM Lane LOS	-	-	A	A	-	
HCM 95th %tile Q(veh)	-	-	-	0	-	

Projected Evening Condition 05/22/2019 19-087

Synchro 10 Report
Page 1

Attachment: EXHIBIT - Traffic Impact Study- 19-087 Warehouse in Palatine 01-15-20 (2020-11 : 317 S. Hicks Road - Site Plan Review)



CONOR
COMMERCIAL
REAL ESTATE

PINNACLE
ENGINEERING GROUP

LA Design	Architecture, Real Estate Consulting, Landscape Architecture		
	900 North Shore Drive Suite 100 Lake Bluff, Illinois 60044 847-615-0707		

PROPOSED LANDSCAPE BERM FROM NORTHWEST HIGHWAY

S. HICKS ROAD INDUSTRIAL REDEVELOPMENT

317 S. HICKS ROAD
PALATINE, ILLINOIS

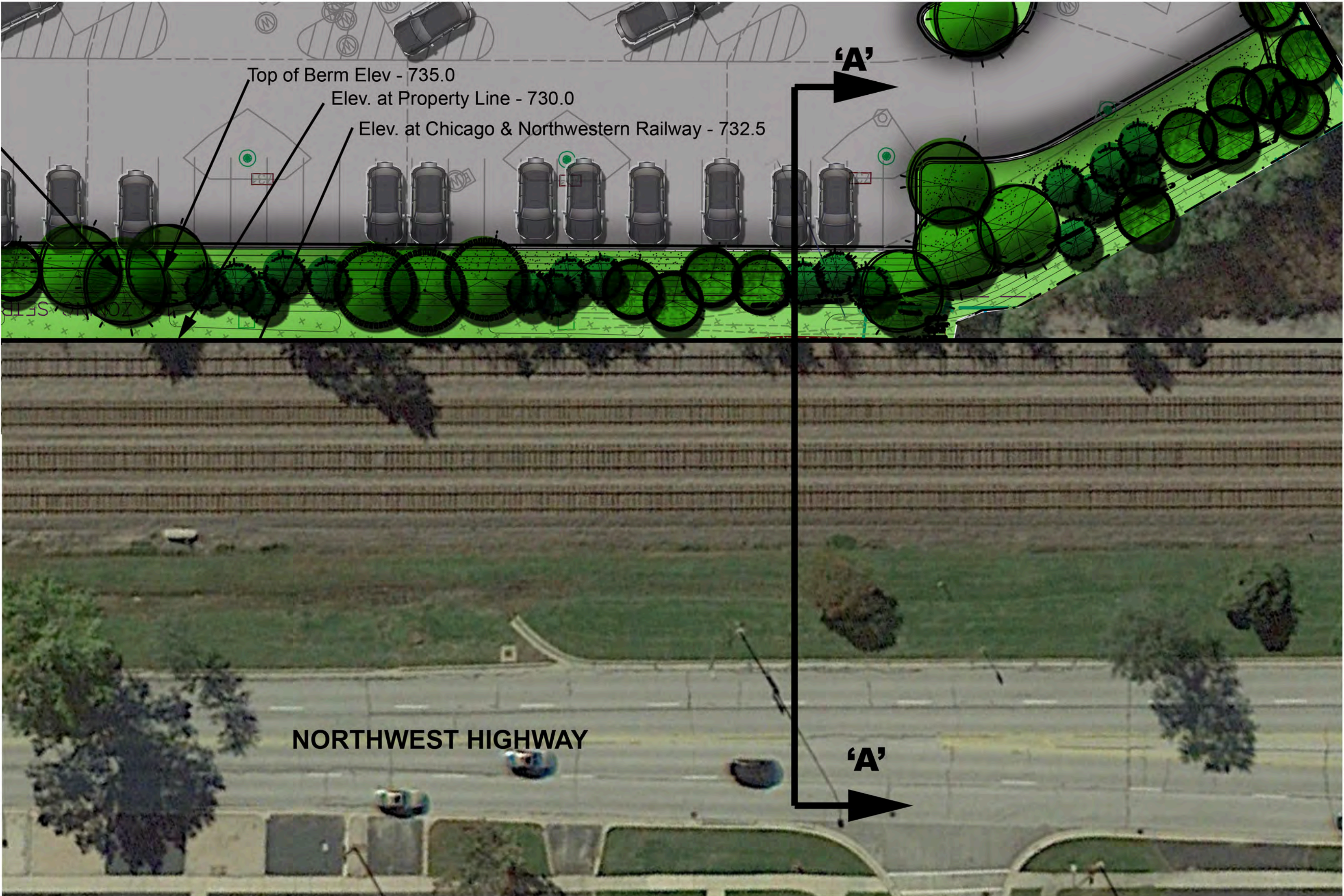
ISSUED FOR	DATE
For Village Review	12-20-19
PRINCIPAL	
PROJECT NUMBER:	DESIGNER
201952	LD
SCALE:	REVIEWED BY:
AS NOTED	LD
DATE:	PROJECT MANAGER:
9-18-19	LD
SHEET NUMBER	

L-1



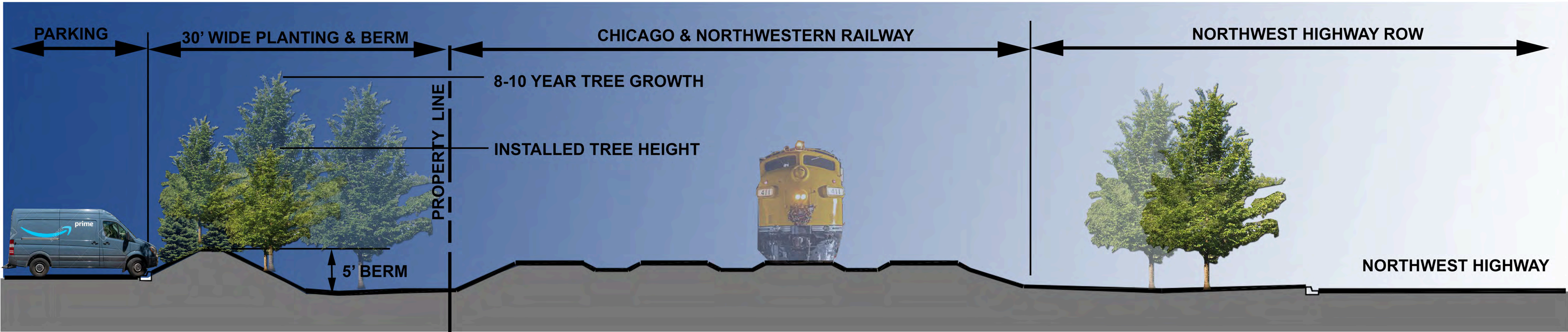


LANDSCAPE PLAN



LA Design	Architecture, Real Estate Consulting, Landscape Architecture	900 North Shore Drive Suite 300 Lake Bluff, Illinois 60044	847-615-0707

LANDSCAPE SECTION AT PROPOSED BERM
S. HICKS ROAD INDUSTRIAL REDEVELOPMENT
317 S. HICKS ROAD
PALATINE, ILLINOIS

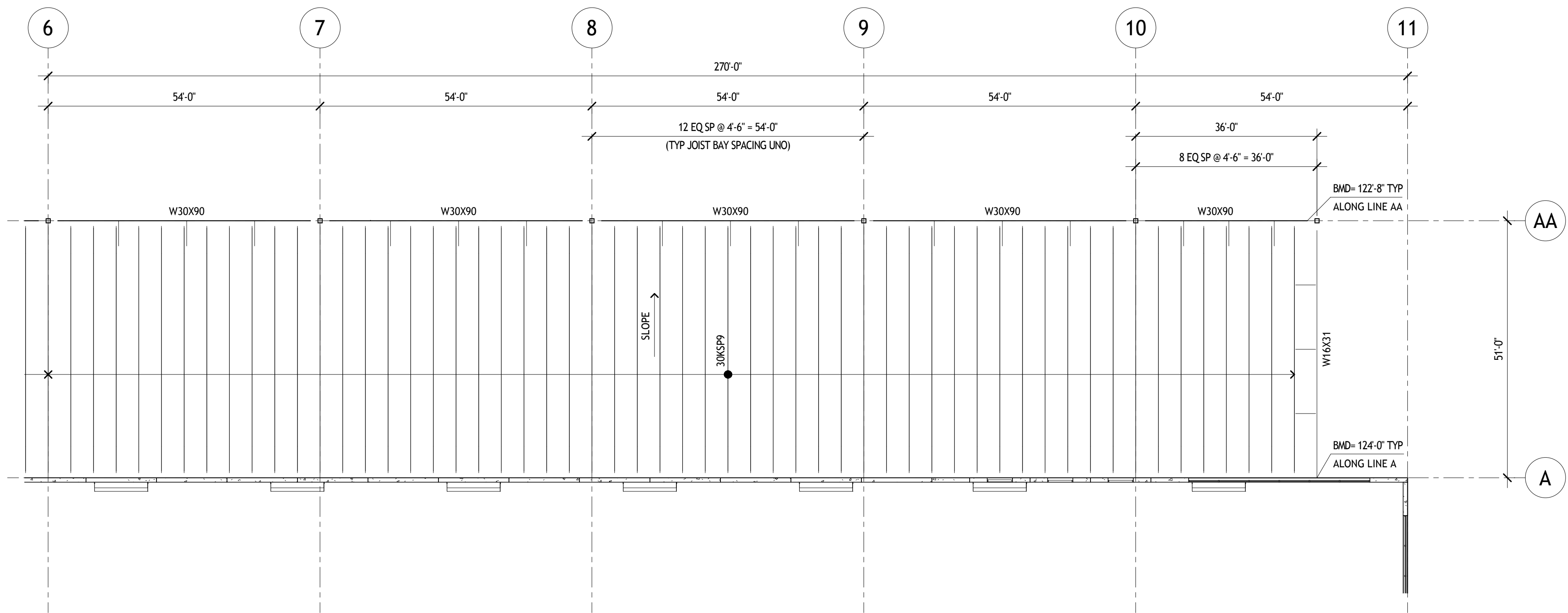


LANDSCAPE SECTION AT PROPOSED BERM- 'A - A'

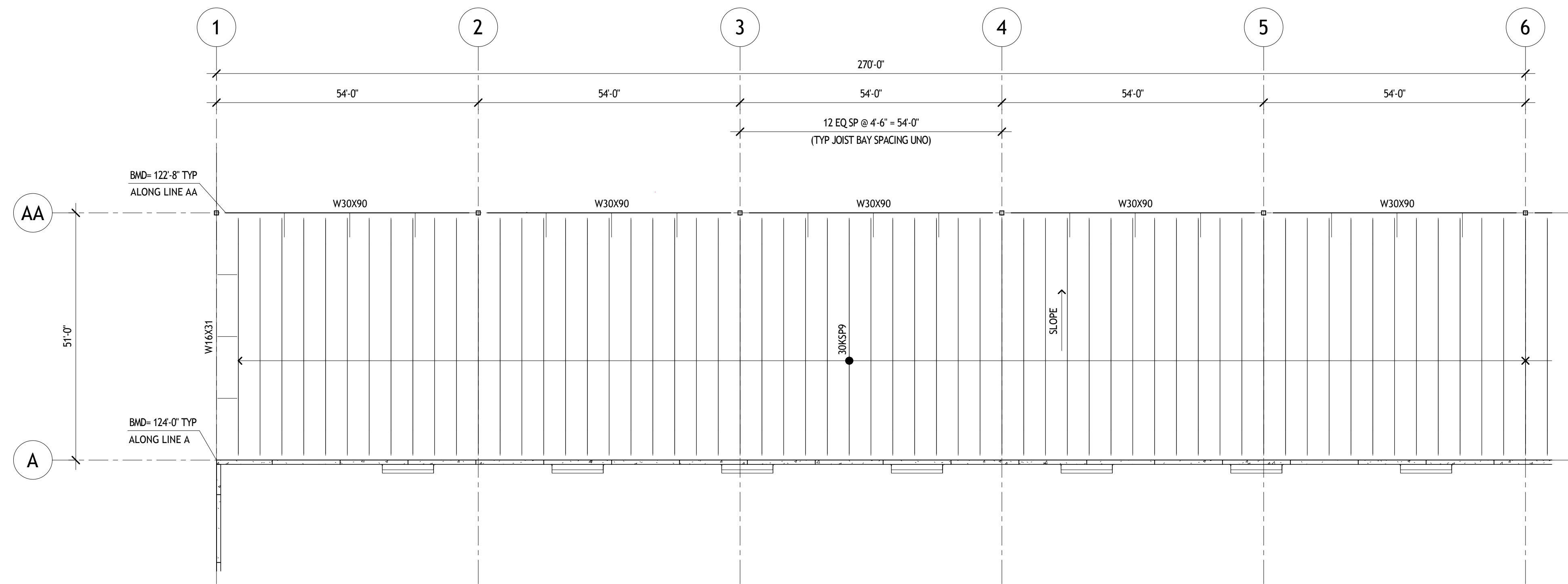
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ISSUED FOR:	DATE:
For Village Review	12-20-19
PRINCIPAL	
PROJECT NUMBER: 201952	DESIGNED BY: LD
SCALE: AS NOTED	REVIEWED BY: LD
DATE: 9-18-19	PROJECT MANAGER: LD

SHEET NUMBER:
L-2



2 PARTIAL CANOPY FRAMING PLAN
S1.3 1/16" = 1'-0" NORTH



1 PARTIAL CANOPY FRAMING PLAN
S1.3 1/16" = 1'-0" NORTH

CANOPY FRAMING PLAN	
DATE	REMARKS

PA/PM:	Approver
DRAWN BY:	Author
JOB NO.:	CHI18-0238-00

SHEET
S1.3

317 S. HICKS RD
PALATINE, ILLINOIS

Attachment: EXHIBIT - NCC Canopy Framing Plan.2020.01.15 (2020-11 : 317 S. Hicks Road - Site Plan Review)

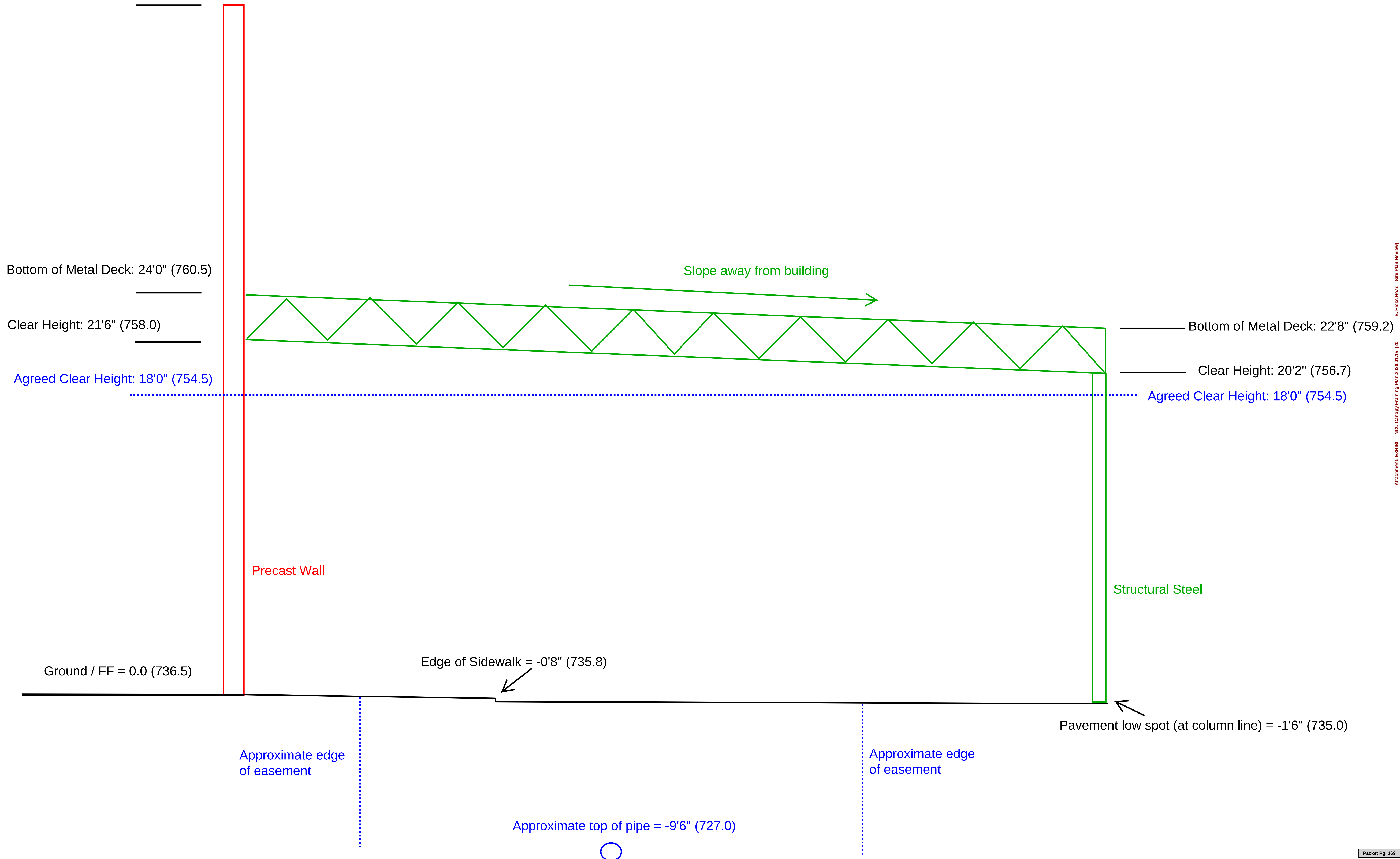
SMBH

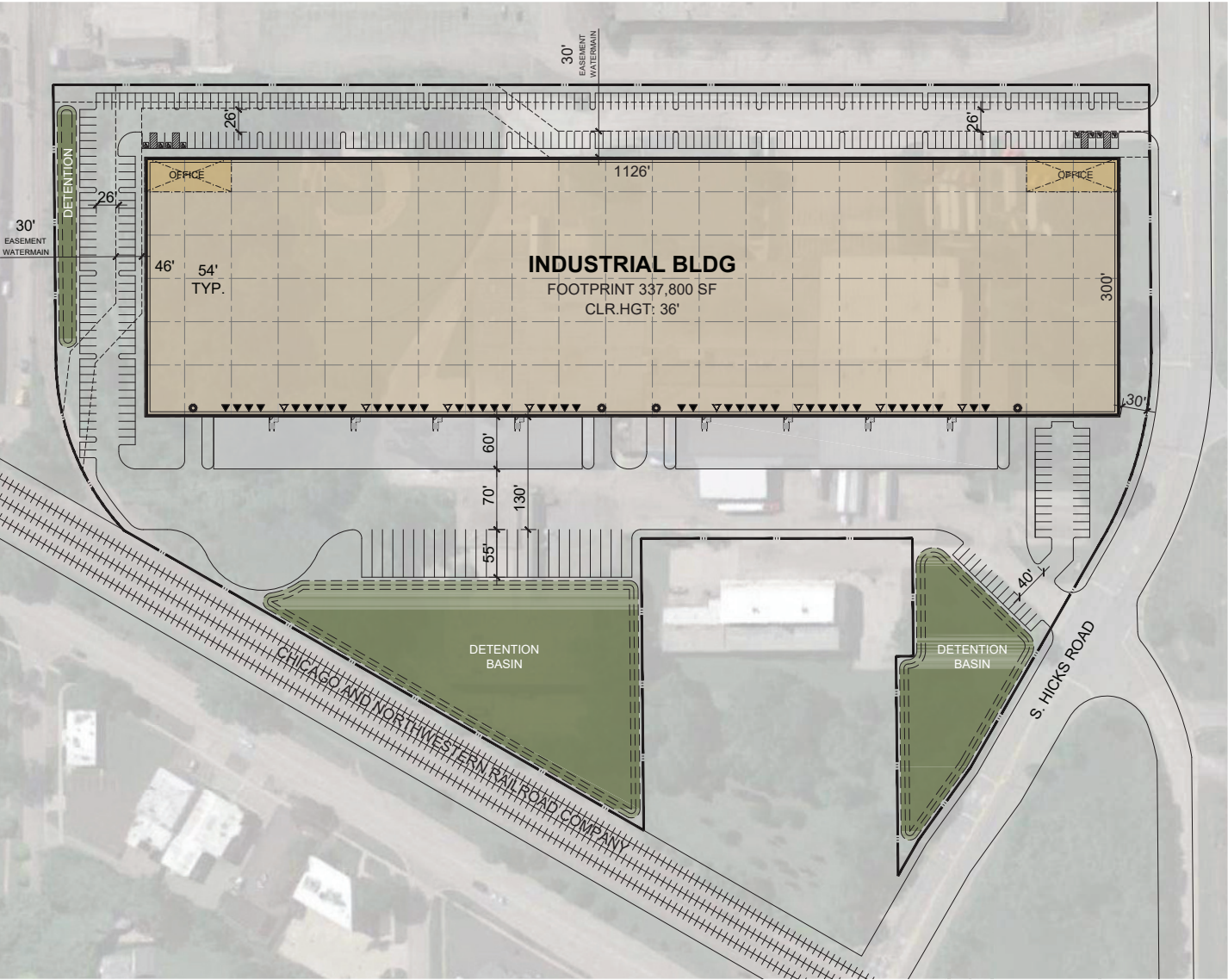
STRUCTURAL ENGINEERING

snbh job no: 119-001008

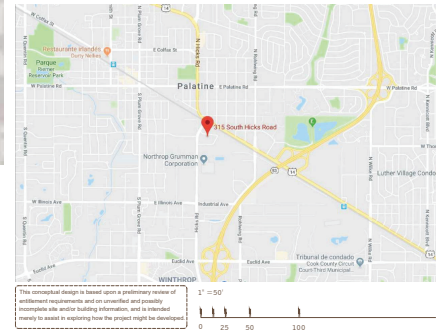
1166 Dublin Road, Suite 200
Columbus, OH 43215-1038
614-481-5800
www.smbhinc.com

Packet Pg. 168





PROJECT DATA:		DEVELOPMENT STAFF
SITE AREA:	18.27 AC	ZONING:
GROSS:	795,926 SF	MAX. F.A.R.:
DETENTION:	@ 13% 102,144 SF	MAX. COVERAGE:
NET:	15.93 AC	MAX. HEIGHT:
BUILDING FOOTPRINT:	337,800 SF	BUILDING SETBACKS:
BUILDING USE:	WAREHOUSE	FRONT:
OFFICE	330,480 SF	SIDE:
COVERAGE:	@ 2% 7,320 SF	REAR:
GROSS:	42%	LANDSCAPE SETBACK
NET:	49%	FRONT:
PARKING REQUIRED:		SIDE:
WAREHOUSE	1/1000 SF 330 STALLS	REAR:
OFFICE	1/300 SF 24 STALLS	LANDSCAPE REQ.:
TOTAL	355 STALLS	
PARKING PROVIDED:		OFF-STREET PARKING
AUTO:	383 STALLS	STANDARD:
REQ. ACCESSIBLE	@1.13/1000 SF 8 STALLS	COMPACT %:
TRAILER:	26 STALLS	DRIVE AISLE:
TRUCK DOCKS:		FIRE LANE:
▲ DOCK-HIGH DOORS	42	OVERHANG:
△ KNOCK-OUTS OR RATED	8	TREE WELL:
○ GRADE-LEVEL DOORS	4	
		REQ. PARKING RATIO
		WAREHOUSE: 1
		OFFICE:
		NOTES:
		1:1 lot for every 10 parking stalls.



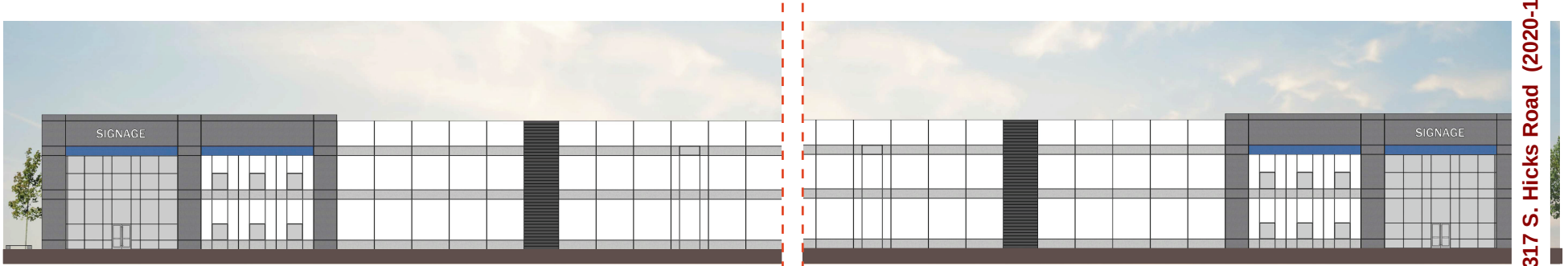


KEYNOTES

- | | | |
|---|---|---|
| 1 PRECAST CONCRETE PANEL WITH PAINT AND REVEALS
PAINT COLOR A | 4 HIGH PERFORMANCE STOREFRONT GLAZING SYSTEM | 7 PRECAST CONCRETE PANEL WITH PAINT AND REVEALS
PAINT COLOR C |
| 2 HIGH PERFORMANCE CURTAIN WALL GLAZING SYSTEM | 5 PRECAST CONCRETE PANEL WITH PAINT AND REVEALS
PAINT COLOR B | 8 PRECAST CONCRETE LAP PANEL WITH FORMLINER
COLOR B |
| 3 POTENTIAL TENANT SIGNAGE | 6 PRECAST CONCRETE PANEL WITH PAINT AND REVEALS
PAINT COLOR D | 9 CLERESTORY WINDOW IN WAREHOUSE AREA |



WEST ELEVATION



ENLARGED SOUTH ELEVATION

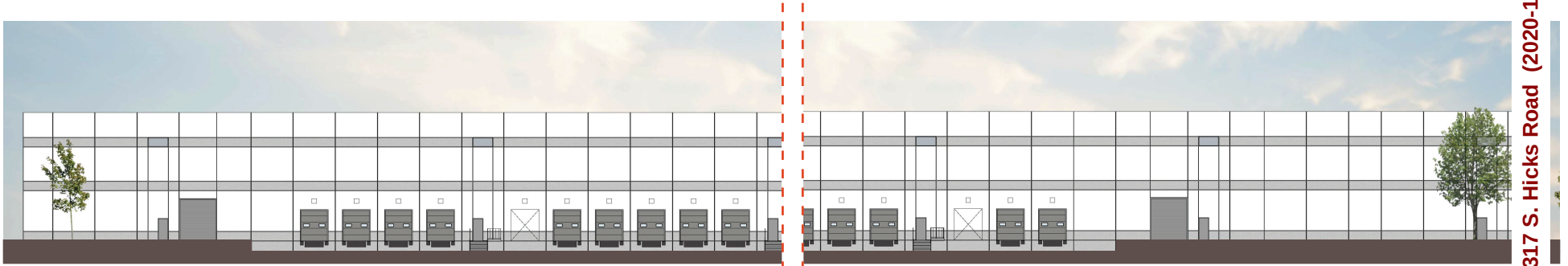
ENLARGED SOUTH ELEVATION



SOUTH ELEVATION

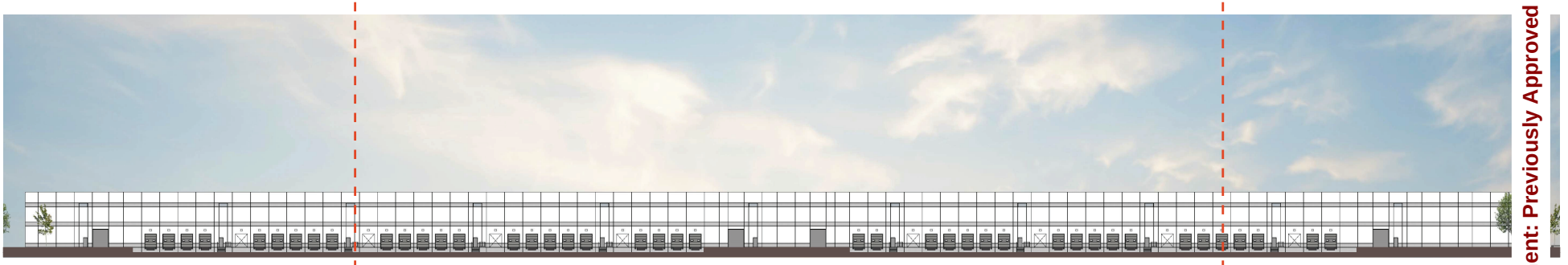


EAST ELEVATION



ENLARGED NORTH ELEVATION

ENLARGED NORTH ELEVATION



NORTH ELEVATION

Consider a Resolution Authorizing a Waiver of the Village's Code of Ordinances to Permit St. Mary's Services to Host a 'Queen of Hearts' Raffle at Tap House Grill, 56 W. Wilson Street

BACKGROUND: St. Mary's Services (d/b/a Hopeful Beginnings), located at 510 N. Plum Grove Road, is proposing a Queen of Hearts raffle event to be held at Tap House Grill in 2020. St. Mary's has indicated they currently provide free counseling services to women faced with an unplanned pregnancy, experiencing pre or post-natal anxiety or depression, and those faced with pregnancy loss. The net proceeds from this raffle will be used to continue to serve and counsel their clients.

The following is an excerpt from Article VII Raffles of the Village's Code of Ordinances:

Section 11-541(4) (Conduct of raffles) of the Village Code states the following:
“A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this Section.”

Thus, the Village's Code of Ordinances would only allow this type of raffle to be held at a non-profit organization as defined by 235 ILCS 15/2 of the Illinois Compiled Statutes. While this restriction was previously consistent with the State's regulations, the State has amended their statutes to eliminate this requirement. Due to these circumstances, the Petitioner is requesting a waiver from the Village's applicable regulations for this proposed event.

KEY ISSUES:

- The Petitioner's proposal will have St. Mary's/Hopeful Beginning in charge of selling all tickets, handling of all monies, and drawing the weekly raffle winner. Tickets would be sold at St. Mary's/Hopeful Beginnings office and during limited days/hours at Tap House Grill (by St. Mary's/Hopeful Beginnings staff). Tap House Grill would not benefit from any monies derived from the raffle.
- As this type raffle can continue for an extended period of time (depending on when winner is selected), the Petitioner is requesting a maximum time frame of 6 months (26 weeks). Thus, if no winner is selected after 25 weeks, multiple cards would be drawn in week 26 until a winning card is found.
- The proposed prize amount is based on a progressive raffle, with a 40/40/20 payout. This results in 40% of the net proceeds going to 1 winner, 40% of the net proceeds benefitting St. Mary's/Hopeful Beginnings, and the remaining 20% of net proceeds used to start a new raffle.
- The raffle tickets are \$5 each (cash only) and you must be 18 years of age or older at the time the ticket is purchased.

- The Petitioner's request indicates a desire to conduct another raffle within three months of the conclusion of the initial raffle. Staff suggests that if the Council were to support the requested relief that it only be for a single event. Thus, staff can monitor the event and any related issues and then the Petitioner could request similar relief for a future raffle for Council consideration.

ALTERNATIVES: 1. Approve the Resolution.
2. Do not approve the Resolution.

RECOMMENDATION: At the discretion of the Council.

ACTION REQUIRED: At the discretion of the Council.

ATTACHMENTS:

- St Marys Services Resolution for Queen of Hearts Raffle
- St Marys Queen of Hearts Request 2020-01-13
- Raffles Excerpt from Palatine & Illinois Code
- St Marys Corp Status IL

RESULT:	REFER TO STAFF [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXEMPTION FROM
CHAPTER 11, SECTION 11-541(4) CONDUCT OF RAFFLES
ST. MARY'S SERVICES' 'QUEEN OF HEARTS' RAFFLE**

WHEREAS, St. Mary's Services (d/b/a Hopeful Beginnings), located at 510 N. Plum Grove Road, Palatine, Illinois, is proposing to hold a 'Queen of Hearts' raffle in 2020 at Tap House Grill, 56 W. Wilson Street, Palatine, Illinois; and

WHEREAS, the proposed raffle would be held to raise funds for St. Mary's Services which provides free counseling services to women faced with unplanned pregnancy, experiencing pre or post-natal anxiety or depression, and those faced with pregnancy loss; and

WHEREAS, Chapter 11, Section 11-541(4) of the Village of Palatine's Code of Ordinances states, "A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this Section."; and

WHEREAS, St. Mary's Service's request to conduct their proposed 'Queen of Hears' raffle at Tap House Grill would conflict with the applicable sections of the Village's Code of Ordinances; and

WHEREAS, in order for St. Mary's Services to hold their proposed event, they have requested an exemption from Section 11-541(4) 14 of the Code of Ordinances; and

WHEREAS, St. Mary's Services submitted a 'Raffle Application' to the Village.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Village Council of the Village of Palatine hereby authorizes an exemption from Section 11-541(4) of

1/30/2020 2:33 PM

Chapter 11 of the Village of Palatine Code of Ordinances, to St. Mary's Services, subject to the following conditions:

1. St. Mary's Services must obtain all required State of Illinois licenses and approvals prior to commencing any activities related to the proposed raffle.
2. The raffle must be conducted in a manner consistent with the information contained in the attached letter and associated detailed outline (Exhibit 'A') submitted by St. Mary's Services dated January 13, 2020, except for any changes required as part of the Village of Palatine's approval.
3. The raffle shall be limited to a one-time event, extending over a period no longer than 26 consecutive weeks.
4. The Village Manager has the authority to impose fees for Village services, including Police.
5. The Village Manager reserves the right to add or modify conditions as may be deemed necessary.

PASSED: This ____ day of _____, 2020

AYES: _____ NAYS: _____ ABSENT: _____ PASS: _____

APPROVED by me this ____ day of _____, 2020

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this ____ day of _____, 2020

Village Clerk



St. Mary's Services

Maternity counseling and adoption agency

January 13, 2020

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Mr. Michael Jacobs, AICP
Deputy Village Manager
Village of Palatine
200 E. Wood Street
Palatine, IL 60067

Dear Mr. Jacobs:

On behalf of the staff and board members of St. Mary's Services, we would like to request relief from the Village's Raffle Ordinance, Section 11, Art. VII., Sect. 11-541 – Conduct of Raffles, item #4, that would allow our organization to host a Queen of Hearts raffle, with weekly drawings to be held at the Tap House Grill, 56 W. Wilson Street.

Under our proposed plan, St. Mary's Services, DBA Hopeful Beginnings would apply and obtain a raffle license from the Village of Palatine to host a Queen of Hearts raffle (application attached). All net proceeds would benefit St. Mary's Services/Hopeful Beginnings maternity clients. St. Mary's/Hopeful Beginnings currently provides FREE counseling services to women faced with an unplanned pregnancy, experiencing pre or post-natal anxiety or depression, as well as those faced with a pregnancy loss. The net proceeds generated from this raffle will allow us to continue to serve and counsel these clients in need.

St. Mary's/Hopeful Beginnings would be in charge of the selling of tickets, handling all of the monies, as well as drawing the weekly raffle winner. The Tap House Grill would not benefit monetarily from any monies derived from this raffle. Since there is a chance that this type of drawing can go on for an indefinite amount of time, we are asking for consideration of having a 6-month (26 weeks) and/or \$500,000 cap. If the jackpot reaches \$500,000 or at the end of the 25 weeks, the drawing results in no winner, we will have a draw down the following week, until a winning card is found. If allowable, we would like to apply for another Queen of Hearts drawing to begin within 3 months of the conclusion of the first one.

We have also attached a detailed outline of our proposed plan with The Tap House Grill for your review and consideration.

Thank you in advance for your consideration regarding this matter.

Sincerely,

Joanne Bratta RN, BSN, MS
Executive Director

Official Rules & Regulations for St. Mary's Services Queen of Hearts Raffle

Rules and regulations Queen of Hearts Raffle

("Raffle") is being conducted by St. Mary's Services, DBA Hopeful Beginnings, a not-for-profit organization. The Raffle is being conducted pursuant to the Illinois Raffles Act, 230 ILAFC 15/0.01 et seq., and the Village of Palatine Municipal Code, all proceeds raised by the Raffle will benefit St. Mary's/Hopeful Beginnings Maternity Counseling services. The Raffle Official Rules and Regulation (the "Official Rules") are set forth below. By purchasing a Raffle ticket (a "Ticket"), the purchaser acknowledges that they are aware of, and agrees to be bound by, these Official Rules and St. Mary's/Hopeful Beginnings interpretation of any such Official Rules. St. Mary's/Hopeful Beginnings shall be solely responsible for interpreting and applying the Official Rules. St. Mary's/Hopeful Beginnings interpretation and application of such rules shall be final. St. Mary's/Hopeful Beginnings reserves the right to amend these Official Rules upon seven (7) days' notice provided pursuant to an update provided on St. Mary's/Hopeful Beginnings website, Facebook page or via email.

ELIGIBILITY: Any individual who is 18 years of age or older at the time the Ticket is purchased is eligible to enter the Raffle. All federal, state, and local laws and regulations apply.

RAFFLE BOARD: Required to utilize the Queen of Hearts manufactured raffle board. The board has been developed specifically for the Raffle. The board has a poker deck of 54 face down sealed numbered cards, which includes 2 Jokers. Under the sealed number cards is a randomly placed queen of hearts card.

PRIZE: Queen of Hearts is a progressive 40/40/20 raffle. When the queen of hearts is picked 40% of the net proceeds will go to (1) winner, 40% of the net proceeds will benefit St. Mary's/Hopeful Beginnings Maternity Programs, and 20% of the net proceeds will be used to start a new raffle within 3 months of the conclusion of the preceding one. "Net Proceeds" means the gross receipts from the conduct of such Raffle, less the reasonable operating expenses incurred by St. Mary's/Hopeful Beginnings as a result of operating such Raffle. The maximum Raffle pot will be \$2,000,000 with \$800,000 awarded to the winner, subject to the Village of Palatine Municipal Code. Total prize updates will be updated and displayed on St. Mary's/Hopeful Beginnings Facebook page and the St. Mary's/Hopeful Beginnings website.

COST: Tickets will be \$5.00 per ticket. Cash will be the only form of payment accepted.

HOW TO ENTER: Raffle ticket sellers must be 21 years or older. Raffle tickets may be purchased by eligible person (must be 18 years or older) at St. Mary's/Hopeful Beginnings Office, 510 N. Plum Grove Road, Palatine, IL 60067 during the hours of 9:00 a.m. to 4:00 p.m., Monday-Friday, as well as other St. Mary's/Hopeful Beginnings events when available. Raffle tickets may also be purchased by eligible persons at the Tap House Grill, 56 W. Wilson Avenue, Palatine, IL 60067 on the following days and hours: Tuesday's and Thursday's - 4:00 p.m. until 8:00 p.m, Wednesdays – 6:00 p.m. – 7:50 p.m., and Sunday's 1:00 p.m. until 5:00 p.m. St. Mary's/Hopeful Beginnings reserves the right to change and/or add sellers and reserves the right to change the place, location and venue(s) of ticket sales. All sales at The Tap House Grill will end promptly at 7:50 p.m. on the night of the scheduled drawing. Cash will be the only accepted form of payment. All sales of Tickets are final. Entries which have been or appear to be tampered with are void. All contact information shall be legible on the ticket including full name (no nicknames) and phone number. If the queen of hearts is not picked, ticket sales for the next week Raffle will begin the Thursday following the weekly drawing. Only one (1) eligible person may be entered in the Raffle per Ticket sold. If the name

of more than one (1) person is provided on a Ticket entry form and that Ticket is selected as a winning ticket, then the person named first will be deemed as the holder of record of that Ticket and declared the winner. The division of any prize among a group of persons purchasing a Ticket in common shall be the sole responsibility of the person named as the holder of record of that Ticket should that Ticket be selected as a winner. St. Mary's/Hopeful Beginnings is not responsible for resolving any disputes that may arise from different individuals listed on a winning Ticket. An individual can purchase as many Tickets as they may want, subject to availability. Neither St. Mary's/Hopeful Beginnings nor its officers, employees, agents or other representatives assumes any responsibility or liability for lost, late, misdirect, mutilated, incomplete, illegible or undelivered entries, or any other failure to receive entries, or any failure to deliver a receipt of purchase prior to the drawing deadlines.

RAFFLE DRAWINGS: Will be conducted every Wednesday at 8:00 pm. (local time) by a representative of St. Mary's/Hopeful Beginnings at the Tap House Grill, 56 W. Wilson Avenue, Palatine, IL 60067. One Ticket will be selected in a random drawing (the "Drawing") from all the Tickets sold that week. If the contact information is illegible, a new Ticket will be selected. The number written on the Ticket will determine which of the 54 cards on the board is opened. If no number is written on the Ticket, the lowest available number on the board will be chosen. If the number written on the Ticket has already been picked, the lowest available number on the board will be opened. If the queen of hearts is selected, the winner will receive 40% of the pot, if any other card is selected, the winner will receive \$100 and the game will roll over to the next week. The card chosen each week will remain face up and unavailable for future selection. If one of the two Jokers is behind the corresponding number on the raffle board, the game is ended and a new board will be started for the next draw. The person who drew the Joker Card will still win \$100. The QUEEN OF HEARTS raffle will continue weekly until one of three things happens: 1) The Queen of Hearts is drawn, effectively ending the game, 2) the Jackpot reaches \$500,000 or 3) the raffle will have continued for 25 weeks. If either 2 or 3 should happen, the game will be terminated on the following Wednesday at which time a St. Mary's/Hopeful Beginnings Representative will continue to choose tickets, and each time a ticket is chosen, the owner of each chosen ticket will draw a card from the remainder of the deck. This will continue until someone draws the Queen of Hearts, ending the game. This means that, should the play reach the 26th week or should the Jackpot reach \$500,000, one of the tickets purchased that next week will win the Jackpot. Each week, all other Tickets not selected will be destroyed. Entrants need not be present to win and will be contacted the next day, if your ticket drawn. Winners will be selected at random. All orders for Tickets must be received and/or purchased by the indicated deadline to be eligible for the applicable drawing. In the event the drawing cannot be conducted at the date, time, or location advertised by St. Mary's/Hopeful Beginnings for any reason, or if a prize cannot be awarded for any reason, a representative of St. Mary's/Hopeful Beginnings shall set a new date and location for a subsequent drawing.

NOTIFICATION OF WINNERS: St. Mary's/Hopeful Beginnings will have the sole discretion to determine whether an owner of an Entry selected at the Drawing (the "Potential Winner") is an Eligible Entrant and otherwise eligible to be the winner of the Prize in accordance with these Official Rules (the "Official Winner"). As a condition of its right to collect a Prize and become an Official Winner, any Potential Winner must deliver to St. Mary's/Hopeful Beginnings: the winning Raffle Ticket in accordance with these Official Rules and all applicable laws. Winners will be notified according to the contact information provided to St. Eugene at the time of Ticket purchase. If a selected winner draws the "Queen of Hearts" and is unable to be contacted or located after reasonable attempts by St. Mary's/Hopeful Beginnings, or if the Prize cannot be awarded for any other reason, a representative of St. Mary's/Hopeful Beginnings shall conduct another drawing and select another Ticket in order to identify a Potential Winner. In order to collect a prize, a winner must sign and deliver to St. Mary's/Hopeful Beginnings: (a) such written information as is required by any applicable tax laws, including, with limitation, Social Security Number; (b) proof of identity in forms satisfactory to St. Mary's/Hopeful Beginnings, showing that the person claiming the prize is the same person who is named on the winning Ticket. Winners may be required to submit a W-2G, Form 5754 (provided by

St. Mary's/Hopeful Beginnings) for tax withholding purposes and may be required to pay withholding tax in an amount required by IRS regulations.

TAXES: There may be federal, state and/or local tax consequences of winning a prize in the Raffle. Any and all taxes are the sole responsibility of the winner. Purchasers of Tickets are advised to consult the own tax advisors with respect to tax liabilities that may arise from winning the Raffle. Winners may be required to submit a W-2G, Form 5754 (provided by St. Mary's/Hopeful Beginnings) for tax withholding purposes and may be required to pay withholding tax in amount required by IRS regulations. Winnings will not be distributed until the W-2G has been completed and signed. If a player is unwilling or unable to provide any of the listed items, the prize money will revert to St. Mary's/Hopeful Beginnings Maternity Counseling Programs. This may take up to two weeks. In order to donate the prize, the winner must first take ownership of the prize, which means the appropriate W-2G must be issued and withholding taken (if applicable) prior to the donation being made and acknowledged.

TERMS AND CONDITIONS: The Raffle is subject to these Official Rules. These Official Rules cannot be changed by any oral statement made by any employee, consultant or agent acting on behalf of St. Mary's/Hopeful Beginnings. By entering the Raffle, entrants accept and agree: (1) to be bound by these Official Rules and the decisions of St. Mary's/Hopeful Beginnings which shall be final and binding; (2) waive any right to claim ambiguity in the Raffle or these Official Rules; (3) that St. Mary's/Hopeful Beginnings may use the entrant's name, photograph, likeness, statements, or voice for promotional or advertising purposes in connection with the Raffle in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, except where prohibited by law; (4) that St. Mary's/Hopeful Beginnings reserves the right to change the place, location and venue of raffle drawing with Notice as described (Supra herein).

CANCELLATION/TERMINATION OF RAFFLE: By purchasing a Ticket and choosing to participate in the Raffle, each Raffle participant acknowledges and agrees that St. Mary's/Hopeful Beginnings has the right, in its sole discretion, to elect not to proceed with the Raffle for any reason whatsoever or for no reason. In such an event St. Mary's/Hopeful Beginnings will conduct one final drawing in which Tickets will be drawn until the Queen of Hearts location is determined on the board. Registration with the State of Illinois: St. Mary's/Hopeful Beginnings has registered with the Village of Palatine under Raffle License Number **TBD**.

THE QUEEN OF HEART COMMITTEE RESERVES THE RIGHT TO AMEND THESE RULES AS NEEDED PRIOR TO ANY WEEK'S DRAWING.



VILLAGE MANAGER'S OFFICE
 200 East Wood Street • Palatine, IL 60067-5339
 Telephone (847) 359-9050 • Fax (847) 359-9094
 www.palatine.il.us

RAFFLE APPLICATION & LICENSE

Event information

Organization Name: St. Mary's Services, DBA Hopeful Beginnings Phone Number: 847-870-8181
 Organization Address: 510 N. Plum Grove Road City: Palatine State: IL Zip Code: 60067
 President of Organization: Jill Harris

Applicant Information

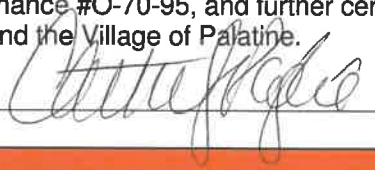
Applicant Name: Cathy J. Paglia Phone Number: 847-870-8181
 Address: 510 N. Plum Grove Road City: Palatine State: IL Zip Code: 60067
 Email Address: cpaglia@stmaryservices.com

A copy of the Articles of Incorporation and/or Charter must be supplied with this application. The \$10.00 application fee must be paid with submission of application. Please attach any flyers/advertising materials you plan on using for this event.

Item(s) to be raffled a chance to pick a card from the Queen of Hearts Board to win money
 Purpose or Beneficiary of Raffle St. Mary's Services Hopeful Beginnings Maternity Counseling Program
 Dates raffle tickets will be sold ongoing beginning 2/1/2020 Date of raffle Wednesday's beginning 2/5/2020
 Location where tickets are sold 510 N. Plum Grove Road, Palatine, IL & 56 W. Wilson St., Palatine, IL
 Manner in which winner will be determined Random weekly drawing at the Tap House Grill, 56 W. Wilson St., Palatine, IL

Certification

I, Cathy J. Paglia as the representative for St. Mary's Services, DBA Hopeful Beginnings
 do hereby certify that all statements made herein are true and correct to the best of my knowledge and further certify that the organization which I represent is qualified and eligible to obtain a raffle license in the Village of Palatine according to the requirements as set forth in 230 ILCS 15/2 et.seq. (1994) of the Illinois Compiled Statutes, and the Village of Palatine Ordinance #O-70-95, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Palatine.

Applicant Signature  Date 1-13-2020

Authorization

The organization indicated above is hereby granted permission to conduct a raffle in the Village of Palatine under the conditions outlined above in accordance with the regulation of ordinance #O-70-95.

Village Manager Approval _____ Date _____

Attachment: St Marys Queen of Hearts Request 2020-01-13 (St. Mary's - Queen of Hearts Event)

ARTICLE VII. RAFFLES.**Sec. 11-536. License Required.**

. It shall be unlawful to conduct a raffle as defined by 230 ILCS 15/2 et. seq. (1994) of the Illinois Compiled Statutes in the Village of Palatine without having obtained a license therefor in accordance with Sections 11-2, 11-539 , and 11-38 through 11-540 of this Chapter.

Sec. 11-537. Definitions.

The definitions contained in 230 ILCS 15/1 are incorporated by reference as if set forth herein.

Sec. 11-538. Fee.

A ten (\$10) dollar fee shall be charged for licenses hereunder, or such fee may be waived.

Sec. 11-539. Requirements.

Only non-profit organizations as defined by 235 ILCS 15/2 of the Illinois Compiled Statutes may apply for a license. There shall be no limit on aggregate retail value of prizes, number of tickets, price of tickets or time period of the raffle.

The following are ineligible for any license under this Article.

1. Any person who has been convicted of a felon;
2. Any person who is or has been a professional gambler or gambling promoter;
3. Any person who is not of good moral character;
4. Any firm or corporation in which a person defined in 1, 2 or 3 has a proprietary, equitable or credit interest, or in which such a person is active or employed;
5. Any organization in which a person defined in 1, 2 or 3 is an officer, director or employee, whether compensated or not;
6. Any organization in which a person defined in 1, 2 or 3 is to participate in the management or operation of a raffle as defined in this Article.

Sec. 11-540. Application.

- (1) Applications for raffle licenses shall be on forms provided by the Village.
- (2) The license and application for license must specify the area or areas within the Village in which raffle chances will be sold or issued, the time period during which raffle chances will be sold or issued, the date, time, location and manner of determining the winning chances;

PALATINE CODE OF ORDINANCES – CHAPTER 11 – LICENSES, BUSINESS REGULATIONS

- (3) A copy of the applicants articles of incorporation and/or charter shall be attached to the license application;
- (4) The application must contain a sworn statement attesting to the not-for-profit character of the prospective license organization, signed by the presiding officer and the secretary of that organization. No bond shall be required for such application and license.

Sec. 11-541. Conduct of raffles.

The conducting of raffles is subject to the following restrictions.

1. The entire net proceeds of any raffle must be exclusively devoted to the lawful purposes of the organization permitted to conduct the game.
2. No person except a bona fide member of the sponsoring organization may participate in the management or operation of the raffle.
3. No person may receive any remuneration or profit for participating in the management or operation of the raffle.
4. A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this Section.
5. Raffle chances may be sold or issued only within the area specified on the license and winning chances may be determined only at those locations specified on the license.
6. No person under the age of eighteen (18) years may participate in the conducting of raffles or chances. A person under the age of 18 years may be within the area where winning chances are being determined only when accompanied by his parent or guardian.

Sec. 11-542. Records.

Records shall be kept pursuant to the provisions 235 ILCS 15/6 of the Illinois Compiled Statutes. (Ord. No. 0-70-95 §1 7-10-95)

Sec. 11-543. Suspension or revocation of licenses or permits by Manager.

Any license or permit issued may be suspended or revoked by the Manager in accordance with Section 11-15 of this Chapter.

Secs. 11-544 - 11-600. Reserved.

(230 ILCS 15/) Raffles and Poker Runs Act.

(230 ILCS 15/0.01) (from Ch. 85, par. 2300)

Sec. 0.01. Short title. This Act may be cited as the Raffles and Poker Runs Act.

(Source: P.A. 98-644, eff. 6-10-14; 99-405, eff. 8-19-15.)

(230 ILCS 15/4) (from Ch. 85, par. 2304)

Sec. 4. Conduct of raffles and poker runs.

(a) The conducting of raffles and poker runs is subject to the following restrictions:

(1) The entire net proceeds of any raffle or poker run must be exclusively devoted to the lawful purposes of the organization permitted to conduct that game.

(2) No person except a bona fide director, officer, employee, or member of the sponsoring organization may manage or participate in the management of the raffle or poker run. No person may receive any remuneration or profit for managing or participating in the management of the raffle or poker run. Sponsoring organizations may contract with third parties who, acting at the direction of and under the supervision of the sponsoring organization, provide bona fide services to the sponsoring organization in connection with the operation of a raffle and may pay reasonable compensation for such services. Such services include the following: (a) advertising, marketing and promotion, (b) legal, (c) procurement of goods, prizes, wares and merchandise for the purpose of operating the raffle, (d) rent, if the premises upon which the raffle will be held is rented, (e) accounting, auditing and bookkeeping, (f) website hosting, (g) mailing and delivery, (h) banking and payment processing, and (i) other services relating to the operation of the raffle.

(3) A licensee may rent a premises on which to determine the winning chance or chances in a raffle provided that the rent is not determined as a percentage of receipts or profits from the raffle.

(4) Raffle chances may be sold throughout the State, including beyond the borders of the licensing municipality or county. Winning chances may be determined only at those locations specified on the license for a raffle.

(5) A person under the age of 18 years may participate in the conducting of raffles or chances or poker runs only with the permission of a parent or guardian. A person under the age of 18 years may be within the area where winning chances in a raffle or winning hands or scores in a poker run are being determined only when accompanied by his parent or guardian.

(b) If a lessor rents a premises where a winning chance or chances on a raffle or a winning hand or score in a poker run is determined, the lessor shall not be criminally liable if the person who uses the premises for the determining of winning chances does not hold a license issued by the governing body of any county or municipality under the provisions of this Act. (Source: P.A. 101-109, eff. 7-19-19.)

Corporation File Detail Report

File Number	08385513
Entity Name	ST. MARY'S SERVICES
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	Friday, 17 May 1901
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information	
Name	CATHY J PAGLIA
Address	510 N PLUM GROVE RD PALATINE , IL 60067

Consider a Motion Authorizing the Mayor to Execute a License Agreement to Allow a Light and Fence in a Portion of the Garden Avenue Public Right-of-Way

BACKGROUND:

The owners of 321 E. Garden Avenue had fencing and a coach light located within dedicated public right-of-way. This appears to have been installed when the area was unincorporated. The developer of the Ayreshire subdivision removed these items to install the public storm sewer on Garden Avenue and would like to reinstall them at the homeowner's request. A License Agreement is required to replace and maintain the coach light and fencing within the public right-of-way.

KEY ISSUES

- The Village and Property Owner may terminate the License Agreement upon removal of the coach light or fence.
- The owner shall be responsible for maintenance of the light and fence, but the Village retains the right to remove them if the owner fails to do so.
- The replacement fence and light would be located in the Garden Avenue right-of-way in the same locations as they existed prior to their removal.

ALTERNATIVES:

1. Execute the License Agreement.
2. Do not execute the License Agreement.

RECOMMENDATION:

Staff recommends executing the License Agreement, subject to review by the Village Attorney, for a portion of the right-of-way adjacent to 321 E. Garden Avenue.

ACTION REQUIRED:

Motion to execute a License Agreement, subject to review and approval by the Village Attorney, for a portion of the right-of-way adjacent to 321 E. Garden Avenue.

ATTACHMENTS:

- License Agreement
- Exhibit A 321 E Garden

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

**LICENSE TO ALLOW LIGHTING AND FENCING IN THE GARDEN AVENUE
PUBLIC RIGHT OF WAY**

This License Agreement ("Agreement") is entered into as of this ___ day of _____, 2019 by and between the Village of Palatine (the "Village") and Thomas Smith ("Owner").

WITNESSETH

WHEREAS, the Owner is desirous of replacing one coach light and residential fencing which existed prior to the installation of a public storm sewer in the Garden Avenue public right of way;

WHEREAS, the Village has determined that licenses are required from the Village of Palatine (the "Village") in order to maintain and replace the one coach light and residential fencing and for the Village to remove the items in the event they are not properly maintained; and

WHEREAS, the Village is willing to allow the developer of the Ayershire Subdivision, to re-install the one coach light and residential fencing it removed to install the public storm sewer, and

WHEREAS, the Village is willing to grant the licenses to maintain the one coach light and residential fencing.

NOW THEREFORE, in consideration of the covenants and agreements of each of the parties hereto hereinafter set forth, it is mutually agreed as follows:

WITNESSETH

1. The Village hereby grants to the Owner the right to replace the one coach light and residential fencing in the location identified in Exhibit "A".
2. The Owner agrees to defend, indemnify and hold the Village harmless of and from any and all loss, cost, damages, or expense, including attorneys' fees, witness fees, and other litigation expenses, arising out of or in the course of the work performed pursuant to this Agreement..
3. The term of this Agreement shall be perpetual, unless terminated sooner, which termination shall occur upon the permanent removal of the one coach light or residential fence.
4. The Village maintains the right but not the duty to remove light or fencing in the event that the Owner fails to maintain the facility.
5. It shall be the responsibility of the Owner and any subsequent contractor he employs to avoid all existing utilities and to repair all damage to the Village infrastructure impacted.

IN WITNESS WHEREOF, the Village of Palatine has caused this Agreement to be duly executed by its Mayor and Village Council, and attested by its Village Clerk pursuant to ordinances adopted by its Village Board on the day and year first above written. The Owner has also caused this Agreement to be duly executed and attested by pursuant to the day and year first above written.

VILLAGE OF PALATINE

THOMAS SMITH

By: _____
Its: _____

By: Thomas E Smith
Its: HOME OWNER

Attest:

By: _____
Its: _____

By: Doris K. Sadik
Its: _____

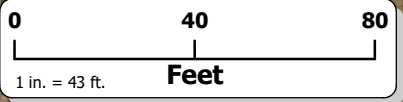
Attachment: License Agreement (Garden Avenue License Agreement)

Exhibit A

VILLAGE OF
PALATINE



Attachment: Exhibit A 321 E Garden (Garden Avenue License Agreement)



Consider a Motion Waiving the Bidding Requirements and Authorizing the Village Manager to Negotiate a Contract with John Neri Construction Company for an Emergency Culvert Replacement on Lynda Drive

BACKGROUND:

This summer the Village of Palatine installed a new watermain in various locations throughout the Village as part of the pressure zone revision project. On Lynda Drive, the new watermain was directionally drilled at approximately 4-feet below a road culvert pipe. During final inspections, the existing culvert bottom was found to have failed as a result of the watermain installation and is now heaved approximately 12" above the bottom of the creek floor. Due to the impact the existing condition would cause to creek operation in snow melt or severe rains, an emergency replacement is recommended.

KEY ISSUES:

- The existing culvert is galvanized steel with flared end sections. Repairing in part is not practical. A proposed replacement would be the same size and configuration to maintain the existing conditions and ensure that no hydraulic change is introduced to the road crossing.
- The work is proposed to begin in early February 2020 and be expedited by the contractor to restore normal creek flow prior to the spring snow melt.
- The proposed construction work includes: installation of a temporary dam upstream of the culvert, pumping of the water upstream of the dam to downstream of the work, removal and replacement of the culvert, and installation of rip-rap and other materials around the culvert to final elevation.
- The Village submitted the required joint permit application to the U.S. Army Corps of Engineers for this work.
- The contractor who installed the watermain was approached for a price to complete the necessary work. His price seemed exorbitant to Staff (\$156,215). Other contractors who have demonstrated a capability to perform similar work for the Village in the past were solicited. Two additional prices were obtained ranging from \$104,442 to \$80,573.
- John Neri Construction Company, Incorporated, of Addison, Illinois, provided the lowest cost of \$80,573.

ALTERNATIVES:

1. Approve the waiver of the bidding requirements and authorize the Village Manager to negotiate and award a contract with John Neri Construction for an emergency culvert replacement on Lynda Drive in an amount of \$80,537..
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the formal bid process be waived and the Village Manager be authorized to execute a contract with John Neri Construction.

BUDGET IMPACT:

Water capital funds are available to accommodate this proposed work. The pressure zone revision project which initiated the need for this emergency culvert replacement

was completed at approximately \$100,000 less than the original contract award value.

ACTION REQUIRED:

Motion to waive the formal bidding requirements and authorize the Village Manager to negotiate and award a contract with John Neri Construction Company, Incorporated for an emergency culvert replacement on Lynda Drive in an amount of \$80,573.

ATTACHMENTS:

- Culvert Replacement Location
- Lynda Drive Culvert Replacement Plans
- Bid Proposals

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Jim Schwantz, Mayor
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski



Lynda Drive Culvert Replacement



Attachment: Culvert Replacement Location (Lynda Drive Culvert Replacement)

January 25, 2020

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

VILLAGE OF PALATINE

STORM SEWER IMPROVEMENTS

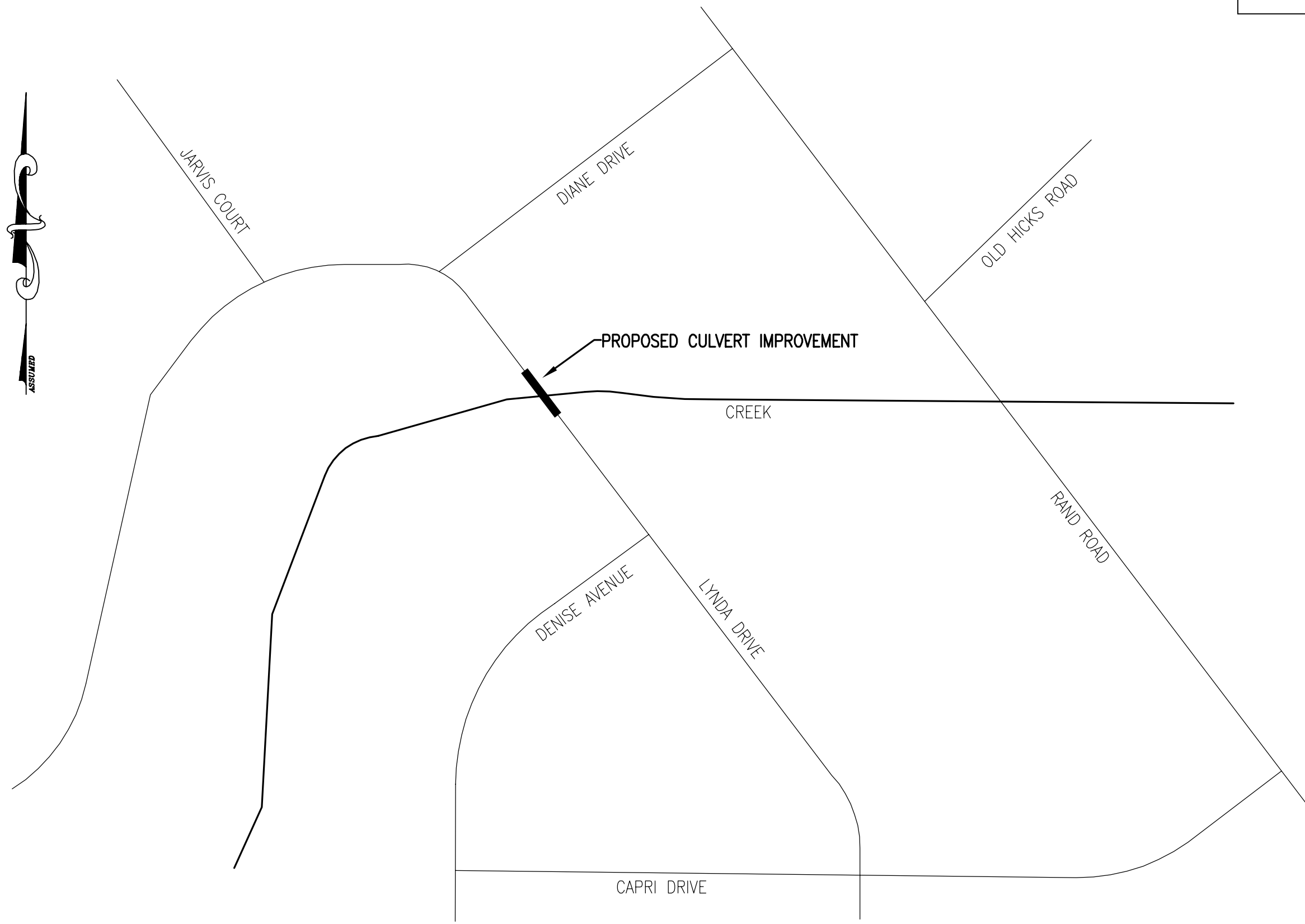
LYNDA DRIVE CULVERT

J.U.L.I.E. INFORMATION

J.U.L.I.E. TELEPHONE No. : 811
(CALL 48 HOURS BEFORE YOU DIG. – EXCLUDING SAT., SUN. AND HOLIDAYS)
COUNTY : COOK
CITY / TOWNSHIP : PALATINE / PALATINE TWP.
SECTION : 02–T42N–R10E

GENERAL NOTES

- 1.) THE VILLAGE OF PALATINE SHALL BE NOTIFIED IN WRITING AT LEAST (3) FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 2.) THE CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTION FOR EXISTING UTILITIES IN CONFORMANCE WITH THE AFFECTED UTILITY COMPANIES REQUIREMENTS AS MAY BE REQUIRED TO PERFORM THE WORK OF THIS CONTRACT.
- 3.) BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LINE AND GRADES SHOWN ON THE CONTRACT DRAWINGS, IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY REPORT SAME TO THE OWNER PRIOR TO PERFORMING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK AS REQUIRED.
- 4.) ALL ELEVATIONS SHOWN ON THE CONTRACT DRAWINGS ARE U.S.G.S. DATUM UNLESS OTHERWISE SPECIFIED.
- 5.) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:
 - A. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", AS PREPARED BY IDOT.
 - B. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS".
 - C. VILLAGE OF PALATINE STANDARDS.
- 6.) THE CONTRACT DOCUMENTS ARE NOT INTENDED TO SHOW EVERY AND ALL DETAILS OF WORK TO BE PERFORMED OR EQUIPMENT TO BE SUPPLIED. THE INTENT OF THE CONTRACT DOCUMENTS IS TO ILLUSTRATE THE CONCEPTUAL DESIGN AND LAYOUT. THE CONTRACTOR SHALL BE KNOWLEDGEABLE AND REGULARLY ENGAGED IN THE TYPE OF WORK DESCRIBED BY THESE CONTRACT DOCUMENTS, AND SHALL BE RESPONSIBLE FOR UNDERSTANDING THEIR INTENT. ANY WORK TO BE PERFORMED OR ITEM OF EQUIPMENT TO BE SUPPLIED WHICH IS NOT SPECIFICALLY CALLED FOR BY THESE CONTRACT DOCUMENTS BUT WHICH IS NECESSARY TO PROVIDE A COMPLETE AND SUCCESSFUL WORKING SYSTEM SHALL BE INCLUDED IN THE CONTRACTOR'S SCOPE OF WORK AT NO ADDITIONAL COST TO THE OWNER.
- 7.) IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRAISE HIMSELF/HERSELF OF ALL CONDITIONS, THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS THE TOTAL COST FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED DUE TO THE CONTRACTOR'S FAILURE TO UNDERSTAND THE SCOPE OF WORK.
- 8.) 100 YEAR FLOOD ELEVATION IN THE AREA OF CONCERN IS SHOWN WHEN APPLICABLE.
- 9.) THE WORK PERFORMED UNDER THIS CONTRACT SHALL IN NO WAY INTERFERE WITH THE NORMAL OPERATION OF ANY EXISTING UTILITY SERVICE. THE CONTRACTOR SHALL FURNISH ALL NECESSARY ITEMS OF EQUIPMENT REQUIRED TO MAINTAIN SUCH NORMAL OPERATION AT NO ADDITIONAL COST TO THE OWNER. THE COST ASSOCIATED FOR THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT.
- 10.) ORIENTATION OF PIPING, CONDUITS, EQUIPMENT, ETC. MAY VARY. CONTRACTOR TO COORDINATE SAME WITH THE OWNER.
- 11.) ANY AND ALL DEWATERING REQUIRED TO KEEP EXCAVATIONS DRY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 12.) CERTAIN INFORMATION SHOWN ON THESE DRAWINGS HAS BEEN OBTAINED FROM DRAWINGS OF RECORD. CONTRACTOR SHALL VERIFY SUCH INFORMATION PRIOR TO ACTUAL START OF WORK. WHERE DISCREPANCIES ARE DISCOVERED THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE. FAILURE BY THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF SUCH DISCREPANCIES SHALL RESULT IN THE CONTRACTOR BEARING THE FULL BURDEN OF ALL RISKS/COSTS ATTRIBUTED TO THE DISCOVERED DISCREPANCY.
- 13.) SOIL EROSION PROTECTION SHALL BE IN ACCORDANCE WITH IEPA STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL. ALL DISTURBED AREAS (NOT IMPERVIOUS IN NATURE) SHALL BE FINE GRADED, TOP SOIL RESTORED (MIN. 6 INCHES) AND SEED/MULCH APPLIED UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- 14.) CONTRACTOR MUST PROTECT THE INTEGRITY OF THE EXISTING ROAD PAVEMENT ALONG ENTIRE STORM SEWER ROUTE. ANY DAMAGE TO THE PAVEMENT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR IN KIND.
- 15.) CONTRACTOR SHALL BE RESPONSIBLE FOR VIDEO TAPING AND PROVIDING STILL PICTURES OF THE WORK AREA PRIOR TO BEGINNING ANY WORK, AND FURNISHING OWNER WITH SAME FOR DOCUMENTATION OF EXISTING CONDITIONS TO BE USED UPON THE COMPLETION OF THE PROJECT RESTORATION.



LOCATION MAP

SUMMARY OF QUANTITIES

DESCRIPTION	UNIT	QUANTITY
81" x 59" Arch Pipe (Steel)	LF	65
Flared End Sections	EA	2
RR5 Rock Rip Rap	SY	30
Coffer Dam & Bypass Pumping System (Complete)	EA	1
Roadway HMA Removal & Replacement 6"	SY	35
PCC Flat Curb Removal & Replacement	LF	28
Brush Removal	LS	1
Topsoil & Sod (Parkway Restoration)	SY	100
Preconstruction Video	LS	1
Construction Layout, Staking and As-Built	LS	1
Traffic Control & Protection	LS	1
Driveway HMA Removal & Replacement 4"	SY	19
15" CMP Culvert	LF	35
15" CMP F.E.S.	EA	2

CONSTRUCTION SEQUENCING

- THE PROJECT IS PROPOSED TO BE COMPLETED IN WINTER OF 2020. BELOW IS THE EXPECTED CONSTRUCTION SEQUENCE OF THE PROJECT.
- ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO WORK ON THE CULVERT. WORK IN THE CREEK SHOULD BE TIMED TO TAKE PLACE DURING WINTER LOW FLOW CONDITIONS.
- CONTRACTOR TO VERIFY EXISTING CULVERT ELEVATIONS & NOTIFY ENGINEER OF FINDINGS AND/OR DISCREPANCIES.
 - INSTALL A TEMPORARY COFFERDAM UPSTREAM OF THE CULVERT TO BE WORKED ON. THE COFFERDAM SHALL BE CONSTRUCTED OF NON-ERODIBLE MATERIALS (STEEL SHEETS, AQUA BARRIERS, RIP RAP WITH LINERS, ETC.)
 - NO EQUIPMENT SHALL ENTER THE AREA UPSTREAM OF THE COFFERDAM. EQUIPMENT CAN ENTER THE AREA DOWNSTREAM OF THE COFFERDAM ONCE THIS AREA IS DEWATERED.
 - PUMP THE WATER UPSTREAM OF THE TEMPORARY BARRIER TO THE DOWNSTREAM OF THE WORK. THE PUMP SHALL BE HOUSED ON A STABLE SURFACE ABOVE THE CREEK BED TO PREVENT SEDIMENT FROM THE PUMP. THE DISCHARGE FROM THE PUMP SHALL BE PLACED ON A NON-ERODIBLE, ENERGY DISSIPATING SURFACE (SUCH AS RIP RAP) PRIOR TO RE-ENTERING THE CREEK.
 - IF THE BYPASS WATER BECOMES SEDIMENT LADEN THEN THE WATER SHALL BE FILTERED, AND THE SEDIMENT REMOVED VIA BAFFLE SYSTEMS, DEWATERING BAGS, ETC.
 - THE EXISTING CULVERT SHALL BE REMOVED & REPLACED.
 - INSTALL RIP RAP AROUND THE CULVERT.
 - INSTALL MATERIAL TO FINAL ELEVATION.
 - REMOVE THE BARRIER, PUMP, AND TEMPORARY AGGREGATE DITCH CHECK.
 - SEED AND BLANKET AREAS DISTURBED DURING CONSTRUCTION WHICH ARE NOT TO RECEIVE SOD OR RIP RAP.

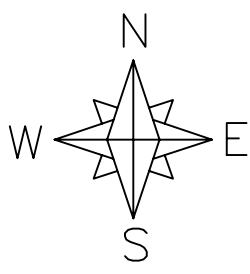
INDEX OF SHEETS

C1	COVER SHEET
C2	EXISTING CONDITIONS
C3	DEMOLITION PLAN
C4	PROPOSED IMPROVEMENTS
C5	RESTORATION PLAN
C6	STANDARD DETAILS

REVISIONS

DOLAND ENGINEERING, LLC.
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, SUITE C
PALATINE, ILLINOIS 60067
(847) 991-5088 (847) 934-3427-FAX

SITE IMPROVEMENTS AT
LYNDA DRIVE CULVERT
PALATINE, IL



DATE: 01/09/20

SCALE: 1"=10'

FILE: Palatine-Lynda

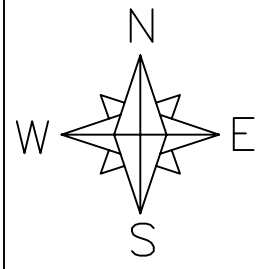
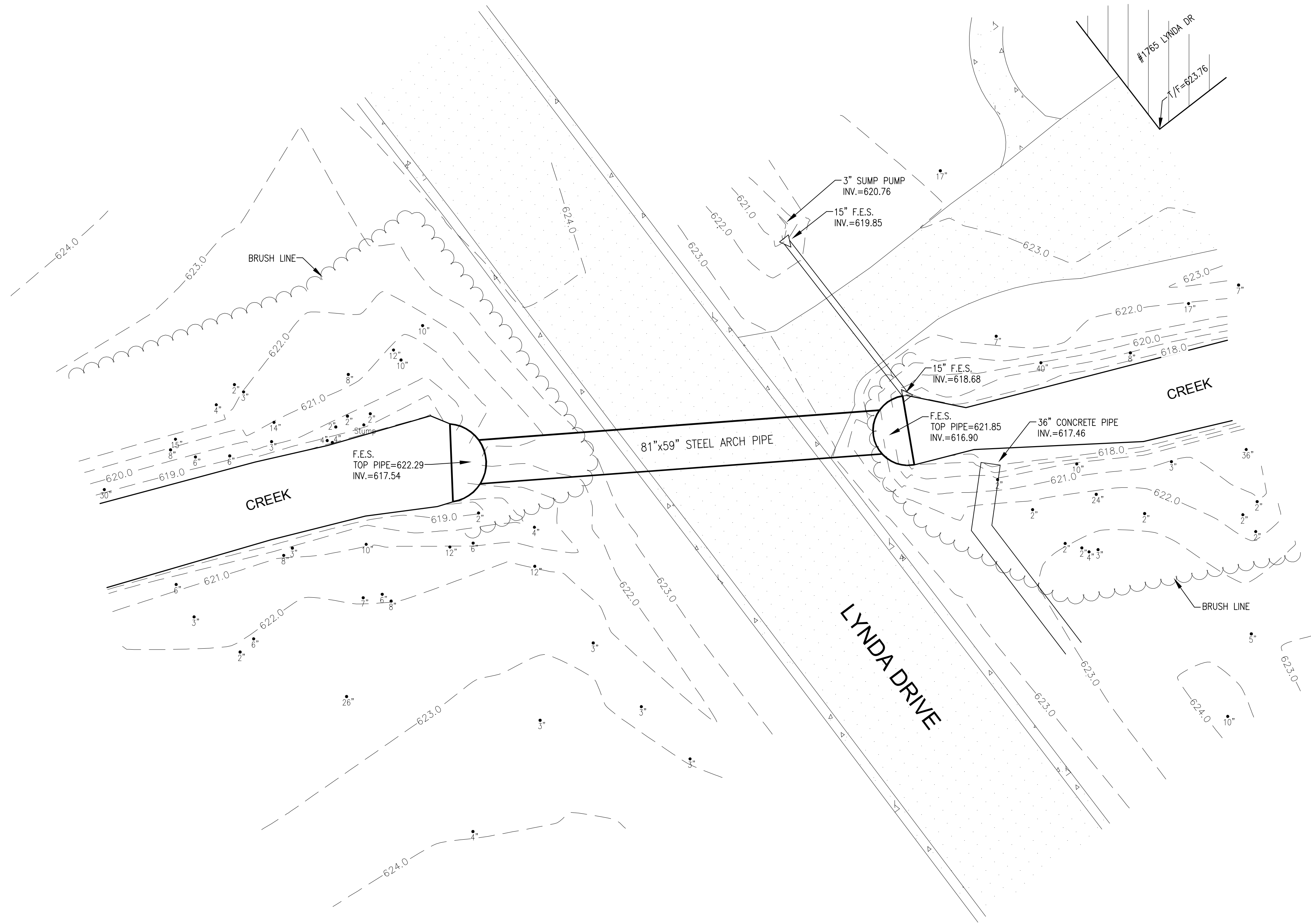
Cover Sheet

C1

Packet Pg. 194

Attachment: Lynda Drive Culvert Replacement Plans (Lynda Drive Culvert Replacement)

6.C.2.b



DATE: 01/09/20
SCALE: 1"=10'
FILE: Palatine-Lynda

Existing
Conditions

C2
Packet Pg. 195

SITE IMPROVEMENTS AT
LYNDA DRIVE CULVERT
PALATINE, IL

DOLAND ENGINEERING, LLC.
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, SUITE C
PALATINE, ILLINOIS 60067
(847) 991-5088 (847) 934-3427-FAX

REVISIONS

Attachment: Lynda Drive Culvert Replacement Plans (Lynda Drive Culvert Replacement)

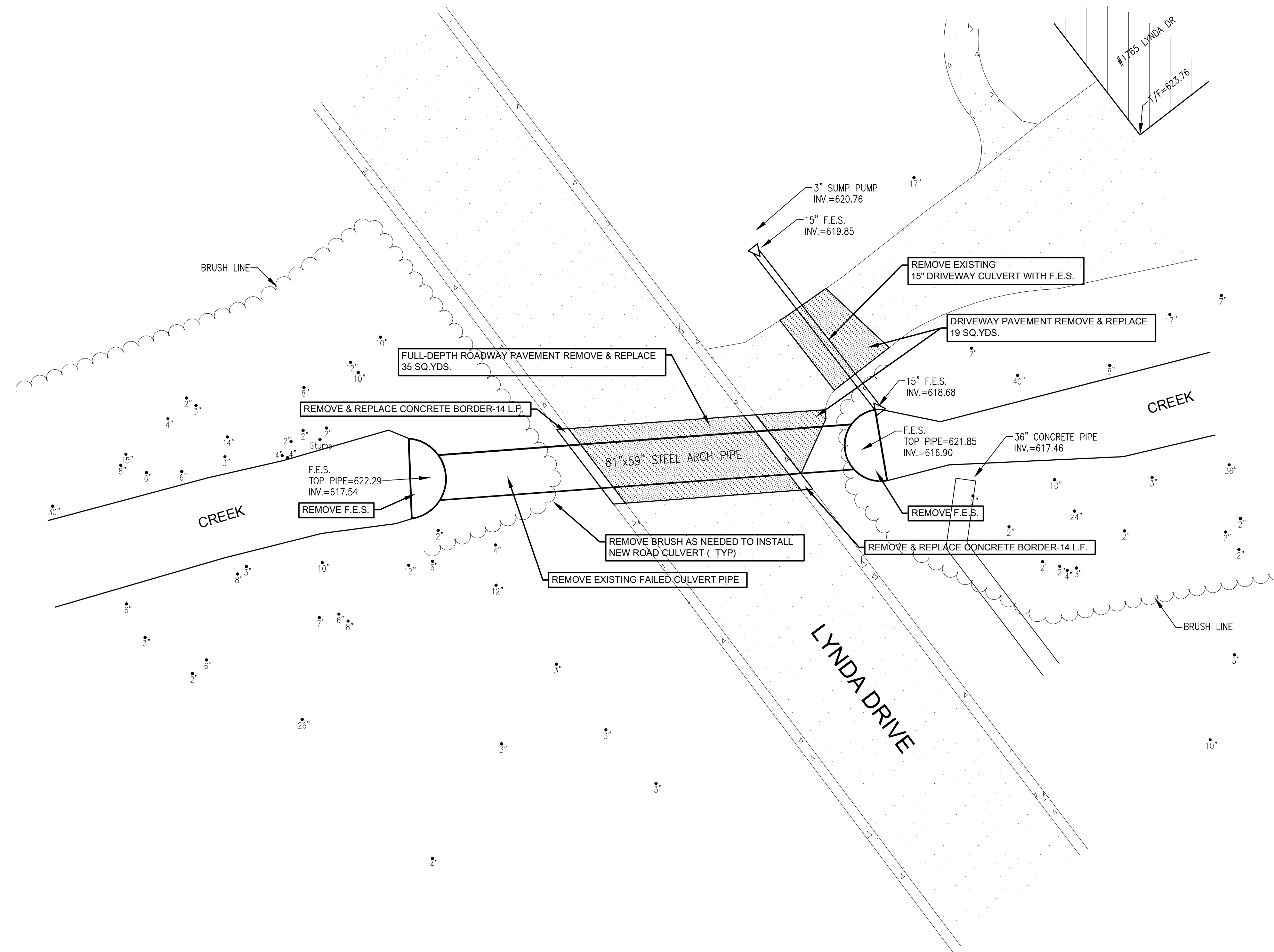
6.C.2.B

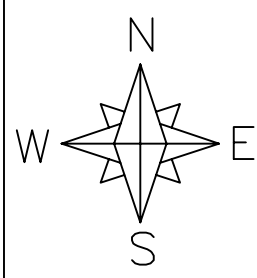
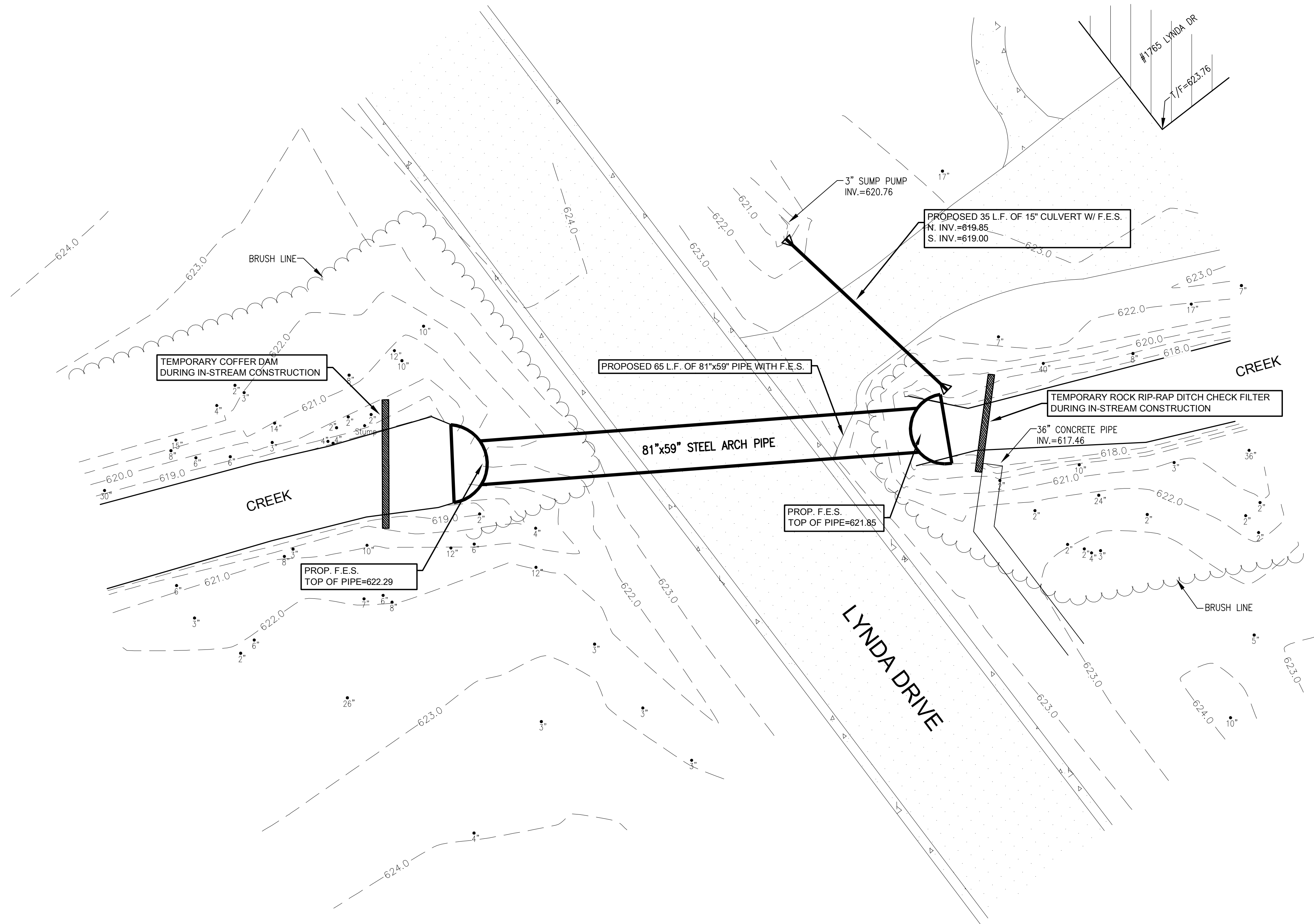
REVISIONS

Attachment: Lynda Drive Culvert Replacement Plans (Lynda Drive Culvert Replacement)

FILE: Palatine-Lynda

C3





DATE: 01/09/20
SCALE: 1"=10'
FILE: Palatine-Lynda

Proposed
Improvements

C4

Packet Pg. 197

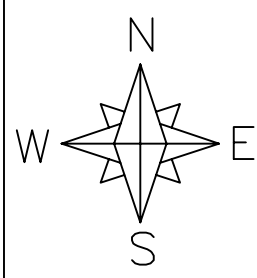
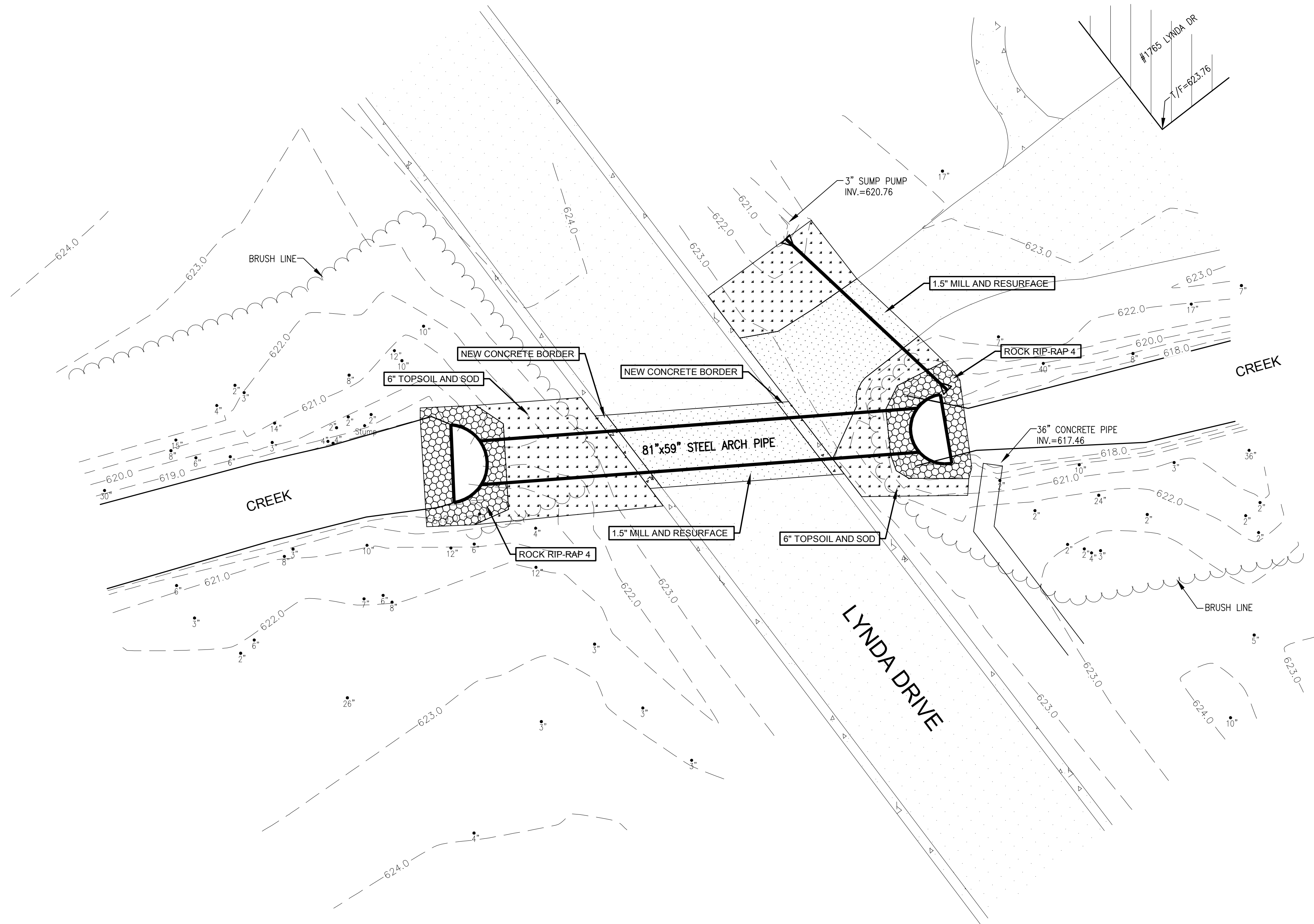
SITE IMPROVEMENTS AT
LYNDA DRIVE CULVERT
PALATINE, IL

DOLAND ENGINEERING, LLC.
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334 EAST COLFAX STREET, SUITE C
PALATINE, ILLINOIS 60067
(847) 991-5088 (847) 934-3427-FAX

REVISIONS

6.C.2.B

Attachment: Lynda Drive Culvert Replacement Plans (Lynda Drive Culvert Replacement)



DATE: 01/09/20
SCALE: 1"=10'
FILE: Palatine-Lynda

Restoration
Plan

C5

Packet Pg. 198

SITE IMPROVEMENTS AT
LYNDA DRIVE CULVERT
PALATINE, IL

DOLAND ENGINEERING, LLC.
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, SUITE C
PALATINE, ILLINOIS 60067
(847) 991-5088 (847) 934-3427-FAX

REVISIONS

6.C.2.b

Attachment: Lynda Drive Culvert Replacement Plans (Lynda Drive Culvert Replacement)

**VILLAGE OF PALATINE - DEPARTMENT OF PUBLIC WORKS
TABULATION OF BIDS**

6.C.2.c

FOR
**Lynda Dr Culvert Replacement
DPW 1903**

**Bid open:
Location:**

Section #

COMPUTED

Red unit price = unit price is above median unit price Blue unit price = unit price is equal to median unit price Green unit price = unit price is below median unit price				Cost Estimate		Low Bidder John Neri Construction		2 Newberg Construction Inc		3 Patnick Const	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	84"X59" Arch Pipe (Steel)	LF	65			\$575.00	\$37,375.00	\$1,090.14	\$70,859.10	\$1,680.00	\$ 109,200.00
2	Flaired End Sections	EA	2			\$4,500.00	9,000.00	\$4,083.75	8,167.50	\$3,000.00	6,000.00
3	RR5 Rip Rap	SY	40			\$115.00	4,600.00	\$73.75	2,950.00	\$55.00	2,200.00
4	Coffer Dam & Bypass pumping System (complete)	EA	1			\$5,000.00	5,000.00	\$6,500.00	6,500.00	\$12,000.00	12,000.00
5	HMA Remoal and Replacement 6"	SY	35			\$90.00	3,150.00	\$187.86	6,575.10	\$149.00	5,215.00
6	PCC flat Curb Removal and Replacement	LF	20			\$60.00	1,200.00	\$162.00	3,240.00	\$315.00	6,300.00
7	Brush Removal	LS	1			\$2,500.00	2,500.00	\$500.00	500.00	\$4,000.00	4,000.00
8	Topsoil and Sod (Parkway Restoration(	SY	200			\$25.00	5,000.00	\$9.00	1,800.00	\$30.00	6,000.00
9	Preconstruction Video	LS	1			\$1,500.00	1,500.00	\$150.00	150.00	\$1,000.00	1,000.00
10	Construction layout, Staking and Aspbuilt	LS	1			\$2,500.00	2,500.00	\$1,200.00	1,200.00	\$1,800.00	1,800.00
11	Traffic Controlland Protection	LS	1			\$4,500.00	4,500.00	\$2,500.00	2,500.00	\$2,500.00	2,500.00
A 1	HMA Driveway	SY	36			\$48.00	1,728.00				
A-2	15" CMP R&R	LF	35			\$72.00	2,520.00				
A-2	15" CMP FES	EA	2			\$450.00	900.00				
TOTAL BASE BID AS READ						\$ 76,325.00		\$ 156,215.00		\$ 156,215.00	
TOTAL BASE BID AS CORRECTED						\$ 80,573.00		\$ 104,441.70			

Attachment: Bid Proposals (Lynda Drive Culvert Replacement)

Bid open:

Location:

BY: GSR

Red unit price = unit price is above median unit price
 Blue unit price = unit price is equal to median unit price
 Green unit price = unit price is below median unit price

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	MIN	MAX	UNIT PRICE MEDIAN	AVERAGE	STD DEV	Low Bid Difference FROM MEDIAN
1	84"X59" Arch Pipe (Steel)	LF	65	\$575.00	\$1,680.00	\$1,090.14	\$1,115.05	+/- \$552.92	-\$1,090.14
2	Flaired End Sections	EA	2	\$3,000.00	\$4,500.00	\$4,083.75	\$3,861.25	+/- \$774.36	-\$4,083.75
3	RR5 Rip Rap	SY	40	\$55.00	\$115.00	\$73.75	\$81.25	+/- \$30.7	-\$73.75
4	Coffer Dam & Bypass pumping System (complete)	EA	1	\$5,000.00	\$12,000.00	\$6,500.00	\$7,833.33	+/- \$3,685.56	-\$6,500.00
5	HMA Remoal and Replacement 6"	SY	35	\$90.00	\$187.86	\$149.00	\$142.29	+/- \$49.27	-\$149.00
6	PCC flat Curb Removal and Replacement	LF	20	\$60.00	\$315.00	\$162.00	\$179.00	+/- \$128.35	-\$162.00
7	Brush Removal	LS	1	\$500.00	\$4,000.00	\$2,500.00	\$2,333.33	+/- \$1,755.94	-\$2,500.00
8	Topsoil and Sod (Parkway Restoration(	SY	200	\$9.00	\$30.00	\$25.00	\$21.33	+/- \$10.97	-\$25.00
9	Preconstruction Video	LS	1	\$150.00	\$1,500.00	\$1,000.00	\$883.33	+/- \$682.52	-\$1,000.00
10	Construction layout, Staking and Aspbuilt	LS	1	\$1,200.00	\$2,500.00	\$1,800.00	\$1,833.33	+/- \$650.64	-\$1,800.00
11	Traffic Controlland Protection	LS	1	\$2,500.00	\$4,500.00	\$2,500.00	\$3,166.67	+/- \$1,154.7	-\$2,500.00
A 1	HMA Driveway	SY	36						
A-2	15" CMP R&R	LF	35						
A-2	15" CMP FES	EA	2						
TOTAL BASE BID AS READ				\$76,325.00	\$156,215.00	\$156,215.00	\$129,585.00	+/- \$46,124.51	-\$156,215.00
TOTAL BASE BID AS CORRECTED									

Attachment: Bid Proposals (Lynda Drive Culvert Replacement)

Consider an Ordinance Approving a Cable Television Franchise Agreement Between Comcast of Illinois VI, LLC and the Village of Palatine

BACKGROUND: The Village of Palatine approved a renewed franchise agreement ("Agreement") with Comcast of Illinois VI, LLC on October 21, 2009. This Agreement, which contained a 10 year term, was jointly negotiated between the municipalities of Palatine, Hoffman Estates, Rolling Meadows, Elk Grove Village, and Buffalo Grove, and representatives of Comcast.

In December, 2010, Comcast and the Metropolitan Mayors Caucus concluded negotiations on a "Template" agreement with Comcast that was intended to create a document consistent with the provisions set forth in the Illinois Cable and Video Competition Act, and the Illinois Cable and Video Consumer Protection Law, as well as with FCC regulations for incumbent cable providers and new entrants that were enacted in 2007. The Template intentionally left open a section of the document addressing Public, Educational, and Government (PEG) Access programming for direct negotiation, as needs regarding PEG programming differ from community to community. In addition, there were some other differences between the Template and agreements such as Palatine's that were approved prior to December 2010.

KEY ISSUES:

In 2019, the municipalities of Palatine, Hoffman Estates, Rolling Meadows, Elk Grove Village, and Buffalo Grove once again negotiated with Comcast for a renewed cable franchise agreement. The following outlines the highlights of the proposed agreement:

- **Term:** The proposed term is 10 years, which is consistent with the term of the previous franchise agreement.
- **Gross Revenues:** The definition of Gross Revenues will be expanded, allowing gross revenues to be derived from any lawful cable service carried over the cable system, and only specifies categories of exclusions. Under the previous agreement, the definition listed several specific sources of gross revenues from which franchise fees are derived. Although these sources were not exclusive, some sources have changed since the previous agreement was enacted 10 years ago.
- **Franchise Fees:** The Village's franchise fee will remain at 5% of Gross revenues. That said, the revenue base may be larger due to the changes in the definition of Gross Revenues. However, any expansion to the base revenues may be partially or totally offset due to declining subscriber numbers (resulting from "cord cutters" that are migrating to streaming video services).
- **PEG Access & Related Issues:** Once again, Palatine will be able to utilize Channel 6 & 18 for programming. The agreement also establishes a pathway toward implementing HD programming on Channel 6 by 2023 (or sooner), subject to established benchmarks being met. The agreement also includes the opportunity for the Village to obtain pass-through funds from subscribers for PEG

capital support. The previous agreement included a cap of \$0.35 per subscriber/month, while the proposed agreement sets a cap of \$1 per subscriber/month. These funds can only be used for capital equipment and the Village would be required to submit a capital plan/budget to Comcast. While the Village has never implemented this option, it will still exist under the proposed agreement.

As of today, Hoffman Estates and Elk Grove Village have approved the new franchise agreement, while Rolling Meadows and Buffalo Grove are likely to consider during upcoming February meetings.

ALTERNATIVES:

1. Approve the ordinance authorizing the Village to execute the Renewed Cable Franchise Agreement with Comcast.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ACTION REQUIRED:

A motion to approve the ordinance authorizing the Village to execute the Cable Television Franchise Agreement with Comcast.

ATTACHMENTS:

- Palatine Franchise Agreement Enabling Ordinance Rev Jan 2020
- Palatine Comcast Franchise Agmt 12-3-19
- Regional Cable Group Proposed Franchise Highlights 112519
- Palatine Franchise Agreement Comparison 121219
- 2009 - 2019 Comcast Franchise Agreement

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Brad Helms, District 6 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

ORDINANCE _____

**AN ORDINANCE APPROVING A CABLE TELEVISION FRANCHISE
AGREEMENT BETWEEN COMCAST OF ILLINOIS VI, LLC, AND
THE VILLAGE OF PALATINE**

WHEREAS, the Village of Palatine is an Illinois municipal corporation organized and operating under the Constitution and Laws of the State of Illinois; and

WHEREAS, Section 11-42-11 of the Illinois Municipal Code, 65 ILCS 5/11-42-11, grants municipalities authority to license, franchise and tax cable operators; and

WHEREAS, the Village is a “franchise authority,” as defined in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521, et seq. (the “Cable Act”); and

WHEREAS, the Mayor and Village Council desire, and find it in the best interest of the health, safety, and welfare of the Village, to grant a cable franchise, pursuant to all of the foregoing authority, to COMCAST OF ILLINOIS VI, LLC, for the purpose of operating a cable system within the Village’s boundaries.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Village Council of the Village of Palatine, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Mayor and Village Council find the foregoing recitals to be true and correct and hereby incorporates the same as though fully set forth herein. It is the Mayor and Village Council’s intent for the actions described herein to be interpreted as an exercise of the foregoing authorities to the fullest extent permitted by law.

SECTION 2: GRANT OF FRANCHISE. The Mayor and Village Council hereby approve a Cable Television Franchise Agreement in the form attached hereto as Exhibit “A” and, further, subject to Grantee’s strict compliance with the terms and conditions of such Cable Television Franchise Agreement, grants a cable franchise to COMCAST OF ILLINOIS VI, LLC (the “Grantee”).

SECTION 3: TERM. The cable franchise granted herein shall be for a term of ten (10) years.

SECTION 4: EFFECTIVE DATE. This Ordinance and the Franchise granted herein shall be effective upon the date of approval.

-2-

SECTION 5: SUPERSEDING EFFECT. The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent of any conflicts. Except for the foregoing limitation, the Grantee's operation of its Cable System pursuant to the Cable Television Franchise Agreement remains subject to all terms and conditions of applicable codes and ordinances of the Village of Palatine, including, without limitation, building codes and regulations concerning the construction and design of public improvements.

PASSED THIS _____ Day of February, 2020.

AYES: _____ NAYS: _____ ABSENT: _____ PASS: _____

Mayor

ATTESTED and FILED in the Office of the Village Clerk this _____ day of _____, 2020.

Village Clerk

EXHIBIT A
CABLE TELEVISION FRANCHISE AGREEMENT

Palatine – December 3, 2019

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF PALATINE
And
COMCAST OF ILLINOIS VI, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Palatine, Illinois (hereinafter, the “Village”) and Comcast of Illinois VI, LLC (hereinafter, “Grantee”) this ____ day of February, 2020 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

“Basic Cable Service” has the meaning set forth in 47 U.S. Code § 522.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in

Attachment: Palatine Comcast Franchise Agmt 12-3-19 (2020-12 : Comcast Franchise Agreement Renewal)

whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC and Comcast of Illinois/West Virginia, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to City of Dallas, Texas v. F.C.C., 118 F.3d 393 (5 Cir. 1997), and the amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001), and In re: Texas Coalition of Cities for Utility Issues v. F.C.C., 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“PEG Capital Fee” means those fees described in Section 622(c) of the Cable Act (47 U.S.C. §542 (c)).

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, (but not “home schools”), community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channel of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean, pursuant and in addition to the Village’s Right of Way Ordinance (Chapter 16, “Construction And Maintenance Of Facilities In The Public Rights-Of-Way” of the Palatine Code of Ordinances of the Village of Palatine, Illinois), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Village” means the Village of Palatine, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Village Code” means the Village of Palatine, IL Code of Ordinances.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. _____ approving and authorizing the execution of this Agreement, the Village hereby grants to the

Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to authorize the use of Public Ways for public purposes or to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated or enforceable by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 16, "Construction And Maintenance Of Facilities In The Public Rights-Of-Way" of the Palatine Code of Ordinances of the Village of Palatine, Illinois as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved

homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. **Emergency Alerts.** At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The Village must be authorized to activate the EAS through the appropriate EAS plan.

4.8. **Customer Service Obligations.** The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 20, Article III, “Cable and Video Customer Protection Law” of the Palatine Code of Ordinances of the Village of Palatine, Illinois (Customer Service and Privacy Protection Law). Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. **Franchise Fees.** The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village’s decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05(k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors if Grantee used a reasonable methodology to assign the address or addresses to a municipality.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act,

5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Chapter 16-9, "Construction And Maintenance Of Facilities In The Public Rights-Of-Way" of the Palatine Code of Ordinances of the Village of Palatine, Illinois.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees

and costs of suit or defense (the “Indemnification Events”), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee’s obligation with respect to the Indemnities shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village’s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word “timely” shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee’s duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village’s noncommercial Public, Educational and Governmental Access (“PEG”) Programming through two Channels (the “Channels”) on the Grantee’s Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channels may be carried on the Grantee’s basic digital service tier. The Village’s PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. As of the Effective Date of this agreement, the PEG channels described in Section 8.1 have been assigned to channel 6 and 18 on the Basic Cable Service Tier on the Grantee’s Cable System.

8.3. **Relocation.** During the term of this Franchise Agreement, if Grantee desires to change the location of the PEG channels from that listed in Section 8.2, above, the Grantee shall exercise good faith efforts to give the Village at least ninety (90) days prior notice of such relocation. The Grantee shall cooperate with the Village to notify subscribers of the change in the channel(s) number. The foregoing shall not apply to changes that are beyond Grantee’s control, such as a television station under federal law requiring carriage on a channel currently used by a PEG channel.

8.4. **Rules and Procedures for Use of the PEG Access Channels.** The Village shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channels and to promote the use and viewership of the Channel.

8.5. **Allocation and Use of the PEG Access Channels.** The Grantee does not relinquish its ownership of Channels by designating them for PEG use. However, the PEG Access Channels are, and shall be, operated by the Village. The Village shall adopt rules and procedures under

which Grantee may use the PEG Access Channels for the provision of Video Programming if the PEG Access channels are not being used for their designated purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.6. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channels except as permitted by 47 U.S.C. §531(e).

8.7. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time but not longer than sixty (60) days. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time but not longer than one hundred twenty (120) days; unless another timeline is agreed to by both parties.

8.8. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.9. PEG Capital Support. At its sole discretion, the Village may designate a PEG access capital project to be funded by the Village as set forth herein. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to One Dollar (\$1.00) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.9.1. For any payments owed by Grantee in accordance with this Section 8.9 which are not made on or before the due dates, Grantee shall make such payments including

interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

8.9.2. Grantee and Village agree that the capital obligations set forth in this section are not “Franchise Fees” within the meaning of 47 U.S.C. § 542.

8.10. PEG HD Programming

8.10.1. Annual Meeting to Discuss PEG High-Definition Programming. In recognition of the Village’s interest in the future distribution of the PEG Channel(s) in high-definition (HD), the Grantee will meet with the Village on an annual basis to discuss:

- (i) the status of the Village’s preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD);
- (ii) the proportion of channels cablecast in SD versus HD; and
- (iii) the percentage of HD subscription penetration across the Grantee’s subscriber base.

8.10.2. PEG Channel Migration from SD to HD. On or after the fourth anniversary date of this Franchise Agreement, the Village shall migrate PEG Access Programming from SD to HD, but only if all of the following conditions have been met and notice has been given in writing:

- (i) the Village is capable of producing and transmitting PEG programming in HD.
- (ii) 50 percent of channels comprising the Basic Cable Service Tier are cablecast in HD; and
- (iii) the percentage of HD subscription penetration across the Grantee’s subscribers is equivalent to 80 percent.

For purposes of this Agreement, an HD signal refers to a television signal delivering picture resolution of 720p or 1080i. For the first PEG Channel transitioned to HD, the Channel must include a minimum of five hours per day, seven days per-week of HD PEG programming. For the purpose of calculating this condition, any networks which are simulcast in HD and SD shall be counted as only one channel.

8.10.3. Transition Period. If all of the conditions above have been met, then the Grantee will be provided up to one (1) year to transition the PEG programming on the eligible PEG Channel to HD.

8.10.4. No Dual Broadcasts. In no instance shall the PEG Channels be cablecast in both SD and HD.

8.10.5. Status as of Fourth Anniversary. In the event the metrics in this Section 8.10 have not been met by the Grantee or by the Village by the fourth anniversary of this Franchise Agreement, then the party that has not met its metrics shall give, upon request of the other party, written notice within 30 days whether it has reached attainment or completion of such condition. For example, the Village shall give notice to the Grantee for criterion 8.8.2(i) and the Grantee shall give notice to the Village for criteria 8.8.2(ii) and (iii).

8.11. Village Operation and Control of HD PEG Channels. Consistent with Section 8.5 of this Franchise Agreement, the Grantee does not relinquish its ownership of a PEG Channel by migrating the channel to HD and the standards of Section 8.5 of this Franchise Agreement apply to HD PEG Channels.

8.12. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the Village upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Chapter 20, Article III, "Cable and Video Customer Protection Law" of the Palatine Code of Ordinances of the Village of Palatine, Illinois; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 16, of the Palatine Code of Ordinances of the Village of Palatine, Illinois, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

9.5 Failure to Enforce Franchise Agreement. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise Agreement by any failure of the Village upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Palatine
200 E. Wood Street
Palatine, Illinois 60067
ATTN: Village Manager

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this section

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, shall maintain to the maximum extent possible the original intent of the Agreement, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Palatine:

By: _____

Name: _____

Title: _____

For Comcast of Illinois VI, LLC:

By: _____

Name: _____

Title: _____

MSA MUNICIPAL SERVICES ASSOCIATES, INC.

HIGHLIGHTS OF THE PROPOSED RENEWED CABLE FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS VI, LLC AND COMCAST OF ILLINOIS/WEST VIRGINIA, LLC

November 25, 2019

The Regional Cable Group, has reached a final draft franchise agreement with Comcast that is submitted for the consideration of your municipality's Village Board of Trustees, or City Council. The following points are highlights of the Agreement.

Term: The proposed term of the Agreement is 10 years ending in 2029 or early 2030. Under current federal law governing franchise renewals, Comcast may start the renewal process thirty-six months before the conclusion of the franchise, which would be in December 2026 or January 2027. The term of the current agreement was 10 years.

Gross Revenues: The definition of Gross Revenues will be expanded. Under the prior agreement, the definition listed several specific sources of gross revenues from which franchise fees are derived. Although these sources were not exclusive, some sources have changed since the current agreement was enacted 10 years ago. The new definition allows for gross revenues to be derived from any lawful cable service carried over the cable system, and only specifies categories of exclusions.

Franchise Fees: Franchise fees remain at 5% of Gross Revenues, however, as noted above, the revenue base may be larger as new services that are cable services expand. However, the expanded base may wind up partially or totally offsetting declining subscriber numbers lost to "Cord cutters" that stream video services. Franchise fees may be audited under procedures established under Illinois State Statutes (65 ILCS 5/11-42-11.05 - Municipal Franchise Fee Review; Requests for Information)

Right-of-Way: The proposed Franchise Agreement continues to be subject to the conditions and regulations established by your municipality's Right-of-Way Ordinance . A clause in the Agreement regarding Emergency Removal of Plant has been deleted in favor of the language of the Right-of-Way Ordinance, however, it is recommended that the Right-of-Way Ordinance language be clarified to apply to all users of the Right-of-Way with regard to removal cost issues.

3 Golf Center, # 311 • Hoffman Estates, Illinois 60169
TEL-847-882-7773 FAX-847-310-9275 MOBILE-847-867-6117
E-Mail: MSASchapman@cs.com
www.msatelecom.com

PEG Access: PEG access channels are specifically identified as Channels 6 and 18. Although both channels will be owned by Comcast, Channel 6 will be operated by your municipality, and may use Channel 18 for additional programming from the municipality, School Districts, the Park District, or any other unit of government, including Harper College, and Roosevelt University.

HD PEG Channel: The Agreement establishes a “Pathway” toward implementing HD programming over Channel 6 and Channel 18 by 2023, or sooner. The Pathway includes annual meetings to discuss benchmarks listed below which must be met by Comcast and the municipality:

- The status of the municipality’s preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD);
- The proportion of channels cablecast in SD versus HD; and
- The percentage of HD subscription penetration across the Grantee’s subscriber base.

After the 4th anniversary of the Franchise Agreement, Comcast will migrate the SD PEG channel(s) to HD if the following conditions are met:

- The municipality is capable of producing and transmitting PEG programming in HD. (Regional Cable Group communities are capable of producing and streaming Channel 6 programming in HD presently.)
- 50 percent of channels comprising the Basic Cable Service Tier are cablecast in HD; and
- The percentage of HD subscription penetration across the Grantee’s subscribers is equivalent to 80 percent.

If all of the conditions have been met, Comcast will have up to one year to transition the PEG channel to HD.

PEG Channel Relocation: If either Channel 6 and/or Channel 18 are to be relocated, Comcast will provide the municipality at least ninety (90) days prior advance notice, and will cooperate with the municipality to notify subscribers of the change in the channel(s) number. The foregoing will not apply to changes that are beyond Grantee’s control.

PEG Financial Support: Although your municipality may not rely on pass-through funds from subscribers for PEG capital support, the current agreement allows for a ceiling of \$.35/subscriber/month. The proposed Agreement sets a ceiling of \$1.00/subscriber/month which is at the discretion of the municipality if it wants Comcast to collect the funds. These funds can only be used for capital equipment, and not for salaries, maintenance, or benefits. If funds are sought, the municipality must provide Comcast a capital plan or capital budget that identifies how funds may be spent.

MSA MUNICIPAL SERVICES ASSOCIATES, INC.

COMPARISON BETWEEN CURRENT PALATINE FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS VI, LLC. AND

PROPOSED FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS, VI, LLC.

OVERVIEW:

The Village of Palatine approved a renewed franchise agreement ("Agreement") with Comcast of Illinois VI, LLC on October 21, 2009. This Agreement was jointly negotiated between the municipalities of Palatine, Hoffman Estates, Rolling Meadows, Elk Grove Village, and Buffalo Grove, and Comcast. The Agreement was partially based on similar agreements that Comcast had with St. Charles, Niles, and other municipalities.

In December 2010, Comcast and the Metropolitan Mayors Caucus concluded negotiations on a "Template" agreement with Comcast that was intended to create a document consistent with the provisions set forth in the Illinois Cable and Video Competition Act, and the Illinois Cable and Video Consumer Protection Law (220 ILCS 5/21-101 *et seq.* and 220 ILCS 5/70-501 *et seq.*), as well as with FCC regulations for incumbent cable providers and new entrants that were enacted in 2007. The Template intentionally left open a section of the document addressing Public, Educational, and Government (PEG) Access programming for direct negotiation, as needs regarding PEG programming differ from community to community.

Besides the open section for PEG, there are some differences between the Template and agreements such as Palatine's that were approved prior to December 2010. The following compares the proposed Template-based agreement with the 2009 agreement presently in effect. The section headings are from the 2009 Agreement. Where a definition or a subsection is not shown, the language and location of that definition or subsection is the same in the proposed agreement.

Section 1 - Definitions:

Current Agreement:	Definitions for Cable Act, Converter, Dwelling Unit, Franchise Fee, Right-of- Way, Village Council, and Village Manager.
Proposed Agreement:	Existing definitions deleted. Right-of-Way definition changed to Public Way based on Right-of-Way Ordinance. Franchise Fee is defined in Sec. 5.1 and as part of federal law.
Current Agreement:	Gross Revenues definition lists specific revenue sources and allows for future revenues from new sources.
Proposed Agreement:	New FCC regulations regarding composition of franchise fees has the effect of discouraging listing of revenue sources. New definition is broad and expansive.
Current Agreement:	No definitions for PEG Channel or PEG Programming.
Proposed Agreement:	Defines PEG Channel as one designated for non-commercial use by governmental units and schools. PEG Programming defined as non-commercial programming produced by local sources and the use of designated facilities.

3 Golf Center, # 311 • Hoffman Estates, Illinois 60169
TEL-847-882-7773 FAX-847-310-9275 MOBILE-847-867-6117
E-Mail: MSASchapman@cs.com
www.msatelecom.com

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Section 1 - Definitions: (Continued)

Proposed Agreement: New definition for Standard Installation based on state and federal law. New definition for Village Code and for Video Programming.
Current Agreement: No language.

Section 2 - Grant of Authority

Section 2.2 - Term

Current Agreement: 10 Years.
Proposed Agreement: 10 Years.

Section 2.3 - Renewal

Proposed Agreement: Adds reference to renewal provisions in state law.

Section 2.4 - Police Powers

Proposed Agreement: Wording added to require Grantee compliance with all generally laws and ordinances enacted pursuant to municipal police powers.

Section 2.6.2 - Competitive Equity

Proposed Agreement: Clarified to require prompt notification to the Grantee of an application to provide cable service filed by another entrant and to include a copy of the application to the Grantee.

Section 3 - Construction and Maintenance of the Cable System

Section 3.4 - Undergrounding and Beautification Projects

Current Agreement: 30 days notice from Village to Grantee for relocations.
Proposed Agreement: 60 days notice for relocations, and where a third party is seeking relocations, or where Grantee is entitled to reimbursement, the Grantee is not required to relocate until it is reimbursed.

Section 3.5 - Emergency Removal of Plant

Current Agreement: In emergency or in the exercise of the Village's police powers where it is necessary to remove Grantee's plant, no charge shall be made by Grantee to Village for repairs if Village notified the Grantee prior to taking action.
Proposed Agreement: Section deleted. Similar language is in the Right-of-Way Ordinance.

Section 4 - Service Obligations and Privacy Protections

Section 4.1 - Customer Service Obligations

Proposed Agreement: Moved to Section 4.8. Sec. 4.1 replaced by a universal service clause requiring service throughout the Village.

Section 4 - Service Obligations and Privacy Protections (Continued)**Section 4.2.1 - Extension of Service and System**

Current Agreement: Allows for recovery of cost for service extension beyond 125 feet to be computed on a time plus materials basis.

Proposed Agreement: Language has been moved to Section 4.6.2 in the proposed Agreement.

Section 4.3 - Service to School Buildings

Proposed Agreement: Language moved to Section 4.6 and retitled to read Service to School and Governmental Buildings. Language of Existing Agreement Sections 4.3 and 4.4 is merged and clarified to comply with State law concerning "Free" standard installation at one outlet up to 125 feet from distribution cable to schools and municipal buildings.

Section 4.5 - Programming

Proposed Agreement: Relocated to Section 4.3. Clause added to state that all programming except PEG programming is at the discretion of Grantee.

Section 4.6 - New Developments

Proposed Agreement: Relocated to Section 4.5 and includes annexations where the Grantee is provided written notice of annexations. Language in Current Agreement concerning written notice to utilities of dates when trenching would be available has been deleted along with trenching specifications and costs.

Section 4.7 - Notice to Grantee

Proposed Agreement: Existing language is now part of Section 4.5. New Section 4.7 is an Emergency Alerts clause not included in the current Agreement.

Section 5 - Oversight and Regulation by Village**Section 5.1 - Franchise Fees**

Current Agreement: Late Payment Rate of 12% or Prime Rate + 2%.

Proposed Agreement: Late Payment Rate changed to Prime Lending Rate.

5.1.1 - Change in Amount

Current Agreement: Requirement for competitively neutral franchise fee amount change and public hearing.

Proposed Agreement: Language from existing Agreement is deleted.

5.1.2 - (No Section Title)

Current Agreement: Not included in Current Agreement.

Proposed Agreement: Contains provisions for lowering Franchise Fee rate if state or federal law should require it or if a competitor pays a lower rate. Clause includes compliance with state or federal law, notice to the Grantee, and approval of an amendment to the Franchise Fee by ordinance.

Section 5 - Oversight and Regulation by Village (Continued)**5.1.3 - Taxes Not Included**

Current Agreement: No language.

Proposed Agreement: Template language that acknowledges that the Franchise Fee does not include a tax, fee, or assessment of general applicability or any tax or fee that unduly discriminates against cable operators or subscribers.

5.2 - Village's Right of Inspection and Audit

Current Agreement: Extensive language allowing audit and inspection rights, audit standards, provision of a final report, agreement on a final settled amount, and crediting of overpayments.

Proposed Agreement: The state adopted municipal inspection and audit standards for cable operators and utilities in 2010. Section 5.2 references the state law (65 ILCS 5/11-42-11.05) and requires that audits be performed in accordance with generally applicable auditing standards.

5.2.1 - (No Section Title)

Current Agreement: No language.

Proposed Agreement: The Village shall provide Grantee with an annual list of addresses to prevent Franchise Fee underpayments. Grantee shall not be held harmless if the list has "Situating errors."

5.3.1 - Access to Books and Records

Current Agreement: Allows 14 days notice for a municipal audit of books and records. Declines right to view records that do not relate to Grantee's obligations.

Proposed Agreement: Deleted per State law.

5.3.2 - Confidentiality and Proprietary Information

Proposed Agreement: Section 5.3 in Proposed Agreement. References to audits in Current Agreement Section 5.2 have been deleted. Language added to allow for compliance with the Illinois Public Access Counselor or Attorney General as an exemption from violation of this Section.

Section 6 - Transfer of Cable System or Franchise or Control of Grantee

Proposed Agreement: Existing Agreement Section 6.1 split into Sections 6.1 - 6.4.
Section 6.2 (Insolvency) is Section 6.5 in Proposed Agreement.

Section 7 - Insurance and Indemnity**7.2 - Indemnification**

Proposed Agreement: Expanded indemnification clause describing "Indemnification Events", statutes of limitations, written notice by Village to Grantee of its obligation to indemnify, and that if the Village seeks to hire its own counsel, it will be at the Village's cost.

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Section 8 - System Description

8.1 - Technical Standards

Proposed Agreement: Language moved to Section 4.4 of Proposed Agreement.

Section 9 - Enforcement of Franchise

9.3 - Enforcement

Proposed Agreement: Language requiring a period for notice and opportunity to cure added to this Subsection.

9.4 - Remedies Not Exclusive

Proposed Agreement: Includes references to the Village ordinance regarding adoption of the Illinois Cable and Video Customer Protection Law, and the Village's Right-of-Way ordinance.

Section 10 - Public, Educational and Governmental (PEG) Access

Proposed Agreement: This section was moved to Section 8 in the Proposed Agreement.

10.1 - PEG Capacity

Current Agreement: Provides for three (3) PEG channels, for public, educational, and governmental access, two (2) of which are on the basic digital tier of service.

Proposed Agreement: Renumbered as Sec. 8.1. Provides for two (2) PEG channels. Public access is operated by Comcast and is no longer counted as a Village PEG channel.

10.2 - Initial Channel Assignment

Current Agreement: Identifies PEG channels as Channels 6 (Governmental), 18 (Educational) and 19 (Public).

Proposed Agreement: Renumbered as Sec. 8.2. Identifies PEG channels as Channels 6 and 18.

10.3 - Relocation

Current Agreement: If relocation is initiated, there is 30 days notice to the Village and reimbursement for reasonable and documented costs for changes not to exceed \$1000.

Proposed Agreement: Renumbered as Sec. 8.3. Reimbursement up to \$1000 has been deleted. Comcast is opposed to paying for non-capital costs related to PEG. New FCC rule regarding limitation of PEG support to capital items supports Comcast's position.

10.4 - Comcast Access Facility Usage

Proposed Agreement: This subsection has been deleted.

Section 10 - Public, Educational and Governmental (PEG) Access (Continued)**10.5 - Enhancing PEG Access**

- Current Agreement: The Grantee and Village agreed to work to determine means by which PEG could be delivered in a digital format.
- Proposed Agreement: This subsection was replaced by Section 8.10 - PEG HD Programming which sets forth a pathway to providing PEG in High Definition. The pathway includes annual meetings to determine if the Village can produce HD programming, the proportion of HD to SD channels, and the percentage of subscribers using HD equipment. Additionally, PEG will migrate to an HD format by 2024 if the Village can program in HD, 50% of the channels on the basic service tier are broadcast in HD, and 80% of the subscriber base is using HD equipment. Comcast may have up to a year to transition its programming to HD. No simulcasting of SD and HD PEG programming will be allowed. Notice will be given by either party if it has not met its benchmarks.

10.6 - Origination Point

- Current Agreement: Implementation period of 60 days.
- Proposed Agreement: Renumbered to Sec. 8.7. Implementation period expanded to 120 days.

10.7 - PEG Access Funding

- Current Agreement: Renumbered as Sec. 8.9. Allows a PEG capital fee of up to \$.35 per subscriber per month requested by the Village. Palatine has not requested a PEG capital fee. Sec. 10.7.2 requires interest on late PEG capital fee of Prime Rate + 2%.
- Proposed Agreement: Allows a PEG capital fee of up to \$1.00 per subscriber per month. Requires a PEG capital plan for implementation. Sec. 8.9.1 requires interest on late PEG capital fee of Prime Lending Rate.

10.8 - Rules and Procedures for Use of PEG Access Channels

- Proposed Agreement: Renumbered as Sec. 8.4.

10.9 - Editorial Control

- Proposed Agreement: Renumbered as Sec. 8.6. Rewritten to reference any editorial control as permitted under federal law (47 USC §531(e)).

10.10 - Allocation and Use of PEG Channel(s)

- Proposed Agreement: Renumbered as Sec. 8.5. New clause added to state that Grantee does not relinquish its ownership of channels by designating them for PEG use, and stating that the PEG channels are, and shall be, operated by the Village.

10.11 - PEG Signal Quality

- Proposed Agreement: Renumbered as Sec. 8.8.

10.12 - Emergency Alerts

- Proposed Agreement: Moved to Sec. 4.7, and requires municipalities to be authorized under the State EAS Plan to activate the EAS.

Section 10 - Public, Educational and Governmental (PEG) Access (Continued)

Additional Clause Not Included in Current Agreement:

8.12 - Grantee Use of Unused Time

Proposed Agreement: Allows Grantee to utilize a PEG channel for its own purposes if its not being programmed. Text messaging and playback do not count as unused time. Out-of-date or expired information older than 30 days do count as unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

Section 11 - Miscellaneous Provisions**11.1 - Force Majeure**

Proposed Agreement: Renumbered to Sec. 10.1. Clause added to require non-compliance or default to be corrected within a reasonable amount of time after Force Majeure has ceased.

11.2 - Failure to Enforce Franchise

Proposed Agreement: Moved to Sec. 9.5.

11.3 - Notice

Proposed Agreement: Renumbered to Sec. 10.2. Includes e-mails and faxes as acceptable forms of communication.

11.4 - Entire Agreement

Proposed Agreement: Renumbered to Sec. 10.3. Exempts ordinances referenced in Secs. 2.4 and 2.5 from being superseded by the Agreement. Allows the Village to adopt a cable regulatory ordinance after the Effective Date of the Agreement, but exempts the Grantee from it.

11.5 - Severability

Current Agreement: Where material provisions are found to be unenforceable, in a final administrative proceeding, the franchise renewal process in the Cable Act is triggered.

Proposed Agreement: Renumbered to Sec. 10.4. Unenforceable material provisions found in a final administrative proceeding trigger a negotiated modification process.

11.6 - Governing Law

Proposed Agreement: Renumbered to Sec. 10.5.

Section 11 - Miscellaneous Provisions (Continued)**11.7 - Modification**

Proposed Agreement: Renumbered to Sec. 10.7

11.8 - No Third-Party Beneficiaries

Proposed Agreement: Renumbered to Sec. 10.8.

11.9 - No Waiver of Rights

Proposed Agreement: Renumbered to Sec. 10.9

11.10 - Validity of Franchise Agreement

Current Agreement: Prevents the parties from challenging the Agreement or its provisions or terms as unreasonable, arbitrary, or void.

Proposed Agreement: Renumbered to Sec. 10.10. States that the parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of the Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of the Agreement.

11.11 - Validity of Law

Current Agreement: Allowed the Grantee from challenging the validity of the Illinois Cable and Video Competition Act or the Cable and Video Customer Protection Law.

Proposed Agreement: Section deleted. Omitted from Template agreement.

11.12 - Performance

Current Agreement: Parties are bound by and agree to timely and fully perform all terms, conditions, and representations of the Agreement, and that the terms are binding upon the parties and their successors, lessees, delegees, or assignees.

Proposed Agreement: Section deleted. Omitted from Template agreement. Partially addressed in Section 6.4 if the Village requires a successor, lessee, delegee, or assignee to agree in writing to assume the obligations of the franchise.

11.13 - Successor Franchise Agreement

Current Agreement: Section states the intent of the 2009 Agreement to replace any existing franchise agreements, including the prior franchise agreement with the Grantee.

Proposed Agreement: Covered by Sec. 10.3.

11.14 - Venue

Proposed Agreement: Renumbered as Sec. 10.6.

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Palatine, Illinois (hereinafter, the "Village") and Comcast of Illinois VI, LLC (hereinafter, "Grantee"), a wholly-owned indirect subsidiary of Comcast Corporation, a publicly traded Pennsylvania corporation." on this 21st day of October, 2009 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 *et seq.* (the "Cable Act").

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act.

"Access Channel" means a channel position for Public, Educational and/or Governmental access as defined herein.

"Public Access" is noncommercial use of an access channel by the public on a first-come, first-served, nondiscriminatory basis. A Public Access Channel may not be used to cablecast programs for profit, or for non-profit, political or commercial fundraising in any fashion.

"Educational Access" is noncommercial use of an access channel by educational institutions, such as public or private schools (but not "home schools"), community colleges, and universities.

"Government Access" is noncommercial use of an access channel by the Grantee for the purpose of providing local government information and programming.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as the same may be amended from time to time.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System," or "System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within a community.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as the term television channel is defined by the Federal Communications Commission by regulation.

"Converter" means an electronic device, which converts signal carriers from one form to another.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission and does not further distribute it.

"Dwelling Unit" means a single-family or multiple-family residential place of occupancy.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof (which has been granted subject to Section 626 of the Cable Act [47 U.S.C. §§ 546]), issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this non-exclusive Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

"Franchise Fee" shall include any tax, fee, or assessment of any kind imposed by the Village or other government entity on the Grantee or a Cable Subscriber solely because of their status as such. The term "Franchise Fee" does not include any tax, fee or assessment of general applicability (including any such tax, fee, or assessment imposed upon both utilities and Cable Operators or their services, but not including a tax, fee or assessment which is unduly discriminatory against the Grantee or Cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for the establishment and operation of Public, Educational, or Governmental Access Facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, liquidated damages; or any fee imposed under Title 17, U.S. Code.

“Grantee” means Comcast of Illinois VI, LLC or the lawful successor, transferee, designee, or assignee thereof.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes but is not limited to, monthly fees charged Subscribers for basic Cable Service; any expanded tiers of Cable Service; premium Services; Pay-per-view Service; other optional Service; installation, reconnection, and change-in-Service fees; remote control rental fees; revenues from sales of converters or other Cable System equipment; advertising revenues; revenues from program guides; late fees; and revenue from home shopping. Gross Revenue shall also include such other revenue sources directly related to the provision of Cable Service as may now exist or hereafter develop from the operation of the Cable System within the Village, provided that such revenues, fees, receipts, or charges may lawfully be included in the Gross Revenue base for purposes of computing the Village’s/City’s permissible Franchise fee under the Cable Act, as amended from time to time.

Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees (not including franchise fees) or assessments imposed or assessed by any governmental authority.

The Village intends and desires to collect Franchise Fee revenue on the Franchise Fee as well as all non-subscriber revenue pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th 1997) and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th 2003), respectively.

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Right-of-Way” or “Rights-of-Way”- Any street, alley, other land or waterway including the surface, the air space above the surface and the area below the surface, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including but not limited to, public utility easements and other easements which have been dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the Village. “Right-of-way” or “Rights-of-way” shall not include any real or personal Village property that is not specifically described in the previous two sentences and shall not include Village buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

“Village” means the Village of Palatine, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Village Council” means the corporate authorities of the Village of Palatine, Illinois.

“Village Manager” means the duly appointed Village Manager of the Village of Palatine, or his or her designee.

SECTION 2 - Grant of Authority

2.1. Grant of Franchise. The Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Rights-of-Way within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Right-of-Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of this Franchise Agreement shall be ten (10) years from and after the Effective Date unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall: (i) abrogate the right of the Village to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (iii) be construed as a waiver or release of the rights of the Village in and to the Rights-of-Ways.

2.5. Police Powers. The right is hereby reserved to the Village to adopt and enforce in addition to the terms, conditions and provisions contained in this Agreement and in otherwise existing applicable ordinances, such additional generally applicable ordinances, rules and regulations as it shall find necessary in the exercise of its police powers for the health, safety and welfare of the public.

2.6. Competitive Equity.

2.6.1. In the event that the Village grants an additional Franchise to use and occupy the Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with applicable federal, state and local law, including the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall inform the Grantee of the filing of said application.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Generally. Except as otherwise provided in this Agreement, all construction and maintenance of the Cable System shall be in accordance with Chapter 16 “Construction and

Maintenance of Facilities in the Public Rights-of-Way” of the Village of Palatine Code of Ordinances, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Grantee to place underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee shall be entitled to reimbursement of its relocation costs under this Section from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights of Way, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least thirty (30) calendar days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities.

3.5. Emergency Removal of Plant. Whenever, in case of emergency, it becomes necessary in the judgment of the Village in the exercise of its Police Powers for the health, safety and welfare of the public, to remove or damage any of the Grantee’s facilities, no charge shall be made by the Grantee against the Village for restoration or repair; provided the Village shall endeavor to notify the Grantee of the situation prior to taking such action, if reasonably possible.

SECTION 4 - Service Obligations and Privacy Protections

4.1. Customer Service Obligations. Grantee and the Village acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* and Article III of Chapter 20 of the Village of Palatine Code of Ordinances (Cable and Video Customer Protection Law). Enforcement of such standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per cable plant mile measured from the existing Cable System's nearest technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125 feet) of the Grantee's distribution cable.

4.2.1. Extension of Service and System. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards in areas not meeting the above density and distance requirements. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2.2. ~~Grantee shall not deny access to its Cable Service within the Village because of the income or minority status of the residents within the Village.~~

4.3. Service to School Buildings. Pursuant to 220 ILCS 5/22-501(f), the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each State accredited K-12 public and private school, not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.4. Service to Governmental Facilities. Pursuant to 220 ILCS 5/22-501(f), the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each municipal building located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the Village for government administrative purposes, and shall not include buildings owned by Village but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

4.6. New Developments. In cases of new construction or property development where utilities are to be placed underground, the Village agrees to require the developer or property owner to provide the Grantee written notice concurrent with notice to the other utilities of such construction or development, and of the particular date on which open trenching will be available for the Grantee's installation of conduit, pedestals, and/or vaults and laterals for the Cable System. The Grantee shall also provide specifications to the developer or property owner as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if the Grantee fails to install its conduit, pedestals and/or vaults and laterals for the Cable System during the period

(not less than 10 days) when the trenches are available, as designated in the notice given by the property owner or developer to the Grantee, then any additional cost is to be borne by the Grantee.

4.7. Notice to Grantee. The Village shall notify, or require the developer or property owner to notify, the Grantee of any and all planned developments in its Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the Village's Rights-of-Way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction and capital resources. Should the Village fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

SECTION 5 - Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage rate for Franchise fees than any other Person paying a video service provider fee or similar fee under state authorization or otherwise providing similar service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any Franchise Fee payments, owed by Grantee in accordance with this Section which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of twelve percent (12%) or two (2) percent over prime lending rates as quoted by JP Morgan Chase & Co. or its successor, whichever is higher, computed daily from time due until paid. Any undisputed overpayments made by Grantee to the Village shall be returned or credited upon discovery of such overpayment and shall be payable within forty-five (45) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, applicable federal law limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Village is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then the Village may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the Village up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the Village conducts a public hearing on the proposed amendment; (iii) the Village approves the amendment by ordinance; and (iv) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.2. Village's Right of Inspection and Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the City shall have the right to inspect the Grantee's financial records used to calculate the Village's franchise fees or PEG fees; provided, however, that any such inspection shall take place within the time period specified in the Village's generally applicable Taxpayer Rights and Responsibilities Ordinance, from the date the City receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of an independent audit by the Village, the Village shall provide to the Grantee a final report setting forth the Village's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Village with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Village by the Grantee, or overpayment to the Village by the Grantee as the case may be, as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the Village as a result of such audit shall be paid to the Village by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Any overpayment by the Grantee to the Village shall be credited against subsequent franchise fee payments by the Grantee to the Village until such time as the overpayment is fully credited; or shall be paid by the Village to the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount" in the event no subsequent franchise fee payments are due to the Village. In the event Grantee or the Village does not pay the "Finally Settled Amount" within thirty (30) days, Grantee or the Village shall be charged and shall pay, in addition to the amount due, interest on the amount due equal to the prevailing prime rate plus two hundred basis points of interest compounded daily from the due date for payment of the "Finally Settled Amount."

5.3. Books and Records.

5.3.1. Access to Books and Records. Upon fourteen (14) days' notice to Grantee, the Village or its designated independent representative shall have the right to examine books and records reasonably related to Grantee's compliance with its obligations under this Agreement, including the fees described in Sections 5.1 and 10.7 of this Agreement. The Village shall have no right to examine any aspect of the books and records that does not reasonably relate to Grantee's obligations under this Agreement.

5.3.2. Confidentiality and Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to

enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Village’s representative. Village’s representative will sign a reasonable confidentiality agreement. In the event that the Village has in its possession and receives a request under the State of Illinois Freedom of Information Act, a state “sunshine,” public records, or similar law for the disclosure of information that the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request to the extent permitted by law and at Grantee’s expense. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.2. Insolvency. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. Section 537 and require the Village’s/City’s consent thereto in the manner described in Section 6.1.

SECTION 7 – Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance with the Village named

as an additional insured with primary coverage for any claim arising out of the franchisee's operation and provide the Village certificates of insurance in accordance with the Village's generally applicable Right of Way Ordinance.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, in accordance with the Village's generally applicable Right of Way Ordinance.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the Village, its officers, employees and agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the insurance coverage described in this Agreement.

SECTION 8 - System Description

8.1. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K. Upon written request, the Grantee shall provide the Village with proof of its continuing performance in accordance with said specifications in order to determine compliance with the FCC technical standards.

SECTION 9 - Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (i) to respond to the Village, contesting the assertion of noncompliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed and request additional time from the Village to complete the cure.

9.3. Enforcement. Subject to applicable federal and state law, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In

the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and an audio/video recording shall be made. A copy of the recording shall be made available to the Grantee within ten (10) business days after the hearing. The Grantee may, at its own expense, arrange for a written transcript of the public hearing. The decision of the Village shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination pursuant to Section 11.14 hereinafter.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's/City's ability pursuant to Section 4.1 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Cable and Video Customer Protection Law; and, pursuant to Section 3.1 of this Franchise Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10 - Public, Educational and Governmental (PEG) Access

10.1. PEG Capacity. Grantee shall provide capacity, at no charge to the Village for the Village's noncommercial public, educational and governmental ("PEG") access programming through Grantee's Cable Service consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the Grantee provides three (3) channels ("the PEG Channels") for utilization by the Village. Unless otherwise agreed to by the Village and the Grantee, and consistent with applicable law, two (2) of the PEG Channels may be offered on the Grantee's Basic Digital Tier of Service.

10.2. Initial Channel Assignment. As of the effective date of this Agreement, the PEG channels described in Section 10.1 above have been assigned by the Grantee to channel numbers 6, 18 and 19 on the basic service tier on the Grantee's Cable System.

10.3. Relocation. If during the term of this Franchise Agreement, the Grantee initiates a channel line-up change that results in the relocation of PEG programming from channel 6, the Grantee, in addition to providing the Village with at least thirty (30) days' advance notice of the change, shall reimburse the Village for its reasonable and documented costs of changes to "channel-marked items," such as logos, stationery, envelopes and business cards necessitated by such line-up change in an amount not to exceed one thousand dollars (\$1,000.00). Further, the Grantee agrees to cooperate with the Village to notify subscribers of the channel relocation through reasonable promotional assistance (subject to the Grantee's operational requirements applicable

thereto) such as a message included on billing statements or the inclusion of an insert in the Grantee's billing statements as may be provided by the Village to the Grantee's billing services provider. The foregoing shall not apply to changes that are beyond Grantee's control, such as a television station under federal law requiring carriage on a channel currently used by a PEG channel.

10.4. Comcast Access Facility Usage. To the extent the Grantee operates and maintains public access studio facilities and equipment in the metropolitan Chicago area, Grantee agrees that these facilities and equipment will be available to residents of the Village on a first-come, non-discriminatory basis for the production of public access programming consistent with the Grantee's public access rules and procedures. Nothing herein shall be construed to require the Grantee to operate or maintain any public access studios or equipment.

10.5. Enhancing PEG Access. The Grantee and the Village further agree to work in cooperation to explore other economically and technically feasible means by which PEG access utilization and programming can be delivered in a digital format.

10.6. Origination Point. At such time that the Village determines that it wants the capacity to allow subscribers in the Village to receive PEG access programming which may originate from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to establish or change a location from which PEG programming is originated; or in the event the Village wants to upgrade the connection to the Grantee from an existing signal point of origination, the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time, but in no event longer than sixty (60) days from when Grantee receives all necessary information regarding the work sought. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time, but in no event longer than sixty (60) days.

10.7. PEG Access Funding.

10.7.1. At its sole discretion, the Village may designate PEG access projects, including the origination point described in Section 10.6 above, to be funded by the Village through pass through funds collected by the Grantee as follows. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The notice shall include a description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment. The Grantee shall collect the external charge over such period as is mutually agreed upon by the Village and the Grantee, and shall make the PEG Capital Fee payments from such sums at the same time and in the same manner as Franchise Fee payments. The payments shall be expended only for costs associated with PEG access as permitted by applicable law. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

10.7.2. For any payments owed by Grantee in accordance with this Section 10.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of two (2) percent over prime lending rates as quoted by Chase Bank U.S.A. or its successor, computed daily from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

10.7.3. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

10.8. Rules and Procedures for Use of PEG Access Channels. The Village shall be responsible for establishing and enforcing rules for the non-commercial use of public, educational and governmental access channels and to promote the use and viewership of the channels.

~~10.9. Editorial Control. Grantee shall not exercise any editorial control over any use of PEG channels, nor shall Grantee or its Affiliates incur any criminal or civil liability pursuant to the federal, state or local laws of libel, slander, obscenity, incitement, invasions of privacy, false or misleading advertising, or other similar laws for any programs carried on any PEG channel.~~

10.10. Allocation and Use of PEG Channel(s).

10.10.1. By Village. The PEG Channel(s) is(are), and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel(s) among and between different uses and users.

10.10.2. By Grantee. The Village shall adopt rules and procedures under which the Grantee may use the PEG Channel(s) for the provision of Video Programming if the PEG Channel(s) are not being used for their respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

10.11. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same technical standards as the remainder of the Cable System set forth in this Agreement.

10.12. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

SECTION 11 - Miscellaneous Provisions

11.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such

noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

11.2. Failure To Enforce Franchise. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the Village upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

11.3. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:
Village of Palatine
200 East Wood Street
Palatine, IL 60067
ATTN: Assistant Village Manager

To the Grantee:
Comcast
1500 McConnor Parkway
Schaumburg Illinois 60173
ATTN: Director of Government Affairs

Either party may change its address and addressee for notice by notice to the other party under this Section. Notice by hand delivery, and notice by overnight courier service shall be deemed received when delivered, and notice by mail shall be deemed delivered three days after placing in the United States Mail.

11.4. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral, and there are no representations or agreements among the parties except as specifically set forth herein. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

11.5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, either party may notify the other in writing that the Franchise has been materially altered by the finding of unenforceability and elect to begin the franchise renewal process provided by the Cable Act, 47 U.S.C. Section 546, with the franchise expiring thirty-six (36) months from the date of service of the written notice.

11.6. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or federal law, as applicable.

11.7. Modification. Except as provided in Section 5.1.1, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate resolution/ordinance by the Village, as required by applicable law.

11.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

11.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Village or Grantee may have under federal or state law unless such waiver is expressly stated herein.

11.10. Validity of Franchise Agreement. The Parties acknowledge and agree on the validity of the terms and conditions of this Franchise Agreement, in their entirety, and that the Parties shall not, at any time, challenge any provision, term, or condition of this Franchise Agreement as unreasonable, arbitrary, or void, or that the Parties had no power or authority to make such provision, term, or condition as part of, or pursuant to this Franchise Agreement, except as to those matters which are hereafter preempted by new or amended federal or state law or judicial or administrative orders or decrees.

11.11. Validity of Law. Notwithstanding the provisions of Section 11.10, this Franchise Agreement shall not preclude Grantee from challenging the validity of the Cable and Video Competition Law of 2007 (220 ILCS 5/21-100 *et seq.*) or the Cable and Video Customer Protection Law (220 ILCS 22/501 *et seq.*).

11.12. Performance. The Village and the Grantee agree to be bound by, and to timely and fully perform and fulfill all of the terms, conditions, and representations of this Franchise Agreement. All provisions of this Franchise Agreement shall be binding upon the parties and their successors, lessees, delegees, or assignees, subject to the terms and conditions set forth herein.

11.13. Successor Franchise Agreement. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements, including the Prior Franchise, with the Grantee, regardless of whether said franchise agreements are in effect.

11.14. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions, relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Palatine:

By: Reid Ottesen

Name: Reid Ottesen

Title: Village Manager

For Comcast of Illinois VI, LLC:

By: _____

Name: Sandra Weicher

Title: Area Vice President

Attachment: 2009 - 2019 Comcast Franchise Agreement (2020-12 : Comcast Franchise Agreement Renewal)

Consider a Motion to Approve 2020 Warrant #3

8.1

Village of Palatine Warrant approval

Village Clerk

Mayor

Warrant # 3 having been approved by the Village Council on 02/03/2020 authorizes the Treasurer to deposit funds from the accounts indicated below:

		Check/ACH Disbursements	Electronic (EFT/W-T) Disbursements	Manual Checks	UB Refunds Processed	Fund Expense
General Fund	100	135,386.50	3,000.00	-	-	138,386.50
State Equitable Sharing Fund	222	150.00	-	-	-	150.00
Rand Corridor TIF Fund	234	1,537.10	-	-	-	1,537.10
Rand/Lake Cook TIF Fund	235	3,586.58	-	-	-	3,586.58
Capital Equipment Fund	401	211,350.31	-	-	-	211,350.31
Capital Improvements Fund	402	27,543.23	-	-	-	27,543.23
Water Fund	605	17,304.97	-	-	-	17,304.97
Sewer Fund	610	7,917.52	-	-	-	7,917.52
Refuse Fund	615	87,262.10	-	-	5.36	87,267.46
Parking Fund	620	9,246.22	-	-	-	9,246.22
Liability Insurance Fund	702	24,186.50	-	-	-	24,186.50
Fleet Services Fund	710	44,638.71	-	-	-	44,638.71
Total Report		570,109.74	3,000.00	-	5.36	573,115.10

ATTACHMENTS:

- Warrant #3

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski



Invoice Due Date Range 12/01/19 - 02/18/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 2247 - Accurate Document Destruction Inc									
4987171	Document Shredding	Open		01/01/2020	02/01/2020	12/31/2019			228.
Vendor 2247 - Accurate Document Destruction Inc Totals						Invoices	1		\$228.
Vendor 1553 - Acme Truck & Brake Supply									
01_85877	Parts - STOCK	Open		12/23/2019	01/22/2020	12/31/2019			102.
01_87093	Parts - T-380	Open		01/03/2020	02/02/2020	01/27/2020			412.
Vendor 1553 - Acme Truck & Brake Supply Totals						Invoices	2		\$515.
Vendor 4516 - Advance Auto Parts									
4051935234514	Parts - T-357	Open		12/18/2019	01/17/2020	12/31/2019			15.
4051935246932	Parts - T-357	Open		12/18/2019	01/17/2020	12/31/2019			59.
4051936128680	Parts - C-361	Open		12/27/2019	01/26/2020	12/31/2019			108.
4051936447094	Parts - STOCK	Open		12/30/2019	01/29/2020	12/31/2019			6.
4051936547140	Parts - T-363	Open		12/31/2019	01/30/2020	12/31/2019			46.
4051000829005	Parts - T-458	Open		01/08/2020	02/07/2020	01/27/2020			320.
4051001547800	Parts - PT-401	Open		01/15/2020	02/14/2020	01/27/2020			15.
4051001547815	Parts - STOCK	Open		01/15/2020	02/14/2020	01/28/2020			500.
4051001547843	Parts - PT-401	Open		01/15/2020	02/14/2020	01/28/2020			93.
4051001747914	Parts - PT-210	Open		01/17/2020	02/16/2020	01/28/2020			14.
Vendor 4516 - Advance Auto Parts Totals						Invoices	10		\$1,180.
Vendor 3893 - Advanced Weighing Systems Inc									
27514	Re-Certification of Portable Truck Scales (x6)	Open		01/15/2020	02/14/2020	01/28/2020			300.
Vendor 3893 - Advanced Weighing Systems Inc Totals						Invoices	1		\$300.
Vendor 1759 - Air One Equipment, Inc.									
152047	December Compressor Maintenance	Open		01/08/2020	02/07/2020	12/31/2019			707.
152122	Viz-Cones	Open		01/09/2020	02/08/2020	01/10/2020			142.
Vendor 1759 - Air One Equipment, Inc. Totals						Invoices	2		\$849.
Vendor 2213 - Al Piemontes Arlington Hts Ford									
884898	Parts - T-418	Open		12/18/2019	01/17/2020	12/31/2019			63.
885546	Parts - T-402	Open		12/30/2019	01/29/2020	12/31/2019			55.
886195	Parts - T-402	Open		01/07/2020	02/06/2020	01/27/2020			31.
Vendor 2213 - Al Piemontes Arlington Hts Ford Totals						Invoices	3		\$150.
Vendor 2611 - Al Warren Oil Co									
W1283937	Motor Fuel	Open		01/17/2020	02/16/2020	01/27/2020			14,399.
Vendor 2611 - Al Warren Oil Co Totals						Invoices	1		\$14,399.
Vendor 3060 - Allegra Print & Imaging									

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)



Invoice Due Date Range 12/01/19 - 02/18/20
Report By Vendor - Invoice Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
93811	#10 Window Envelopes	Open		01/14/2020	02/04/2020	01/17/2020			165.
Vendor 3060 - Allegra Print & Imaging Totals									Invoices 1 165.
Vendor 2345 - Amerigas									
804502011	Fuel - M-999	Open		12/16/2019	01/15/2020	12/31/2019			106.
Vendor 2345 - Amerigas Totals									Invoices 1 106.
Vendor 1443 - Arlington Power Equipment									
14391	Chain Oil & Fuel	Open		01/10/2020	02/09/2020	01/24/2020			139.
14097	Parts - PT-41	Open		01/07/2020	02/06/2020	01/28/2020			110.
14477	Parts - PT-999	Open		01/10/2020	02/09/2020	01/28/2020			83.
Vendor 1443 - Arlington Power Equipment Totals									Invoices 3 334.
Vendor 2322 - Arrow Road Construction Company									
22311	Binder and Surface for Hot Paving	Open		01/07/2020	02/06/2020	01/14/2020			223.
22316	Binder and Surface for Hot Paving	Open		01/08/2020	02/07/2020	01/14/2020			102.
Vendor 2322 - Arrow Road Construction Company Totals									Invoices 2 325.
Vendor 4455 - AutoZone Stores LLC									
2567969197	Parts - PT-999	Open		12/23/2019	01/22/2020	12/31/2019			72.
2567979028	Parts - C-318	Open		01/10/2020	02/09/2020	01/07/2020			36.
2567981877	Parts - PT-241	Open		01/15/2020	02/14/2020	01/27/2020			90.
Vendor 4455 - AutoZone Stores LLC Totals									Invoices 3 200.
Vendor 1722 - Bollinger Lach & Associates Inc									
20050-11	Palatine Road Resurfacing Phase I Engineering Services	Open		12/31/2019	01/30/2020	12/31/2019			27,543.
Vendor 1722 - Bollinger Lach & Associates Inc Totals									Invoices 1 27,543.
Vendor 1857 - Brian Edward Landscaping Inc									
23907	2020 Bridgeview and Peregrine Lakes Snow and Ice Control	Open		01/14/2020	02/13/2020	01/24/2020			320.
23908	2020 Snow and Ice Control-Parking Deck and Train Station	Open		01/14/2020	02/13/2020	01/24/2020			801.
23909	2020 Snow and Ice Control-Downtown Palatine	Open		01/14/2020	02/13/2020	01/24/2020			1,751.
23910	2020 Snow and Ice Control-Police HQ	Open		01/14/2020	02/13/2020	01/24/2020			220.
Vendor 1857 - Brian Edward Landscaping Inc Totals									Invoices 4 3,093.
Vendor 2243 - Bristol Hose & Fitting									
3420102	Parts - STOCK	Open		01/07/2020	02/06/2020	01/27/2020			1,101.
3420470	Parts - STOCK	Open		01/13/2020	02/12/2020	01/27/2020			78.
Vendor 2243 - Bristol Hose & Fitting Totals									Invoices 2 1,179.

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)



Invoice Due Date Range 12/01/19 - 02/18/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 3403 - Call One									
180303	Landline Phone Service	Open		01/15/2020	02/01/2020	01/17/2020			1,585.
			Vendor 3403 - Call One Totals			Invoices	1		\$1,585.
Vendor 3725 - Cambridge Computer Services Inc									
74190	VMWare Maintenance	Open		01/07/2020	02/06/2020	01/17/2020			5,946.
			Vendor 3725 - Cambridge Computer Services Inc Totals			Invoices	1		\$5,946.
Vendor 2095 - Cannon Cochran Mgmnt Services Inc									
0124012	2020 Work Comp and Liability Claims Administration	Open		01/24/2020	01/24/2020	01/24/2020			8,341.
0124515	2020 Work Comp and Liability Claims Administration	Open		01/24/2020	01/24/2020	01/24/2020			294.
			Vendor 2095 - Cannon Cochran Mgmnt Services Inc Totals			Invoices	2		\$8,635.
Vendor 2650 - Case Lots									
1833	Custodial Supplies-100	Open		01/13/2020	02/12/2020	01/24/2020			1,241.
			Vendor 2650 - Case Lots Totals			Invoices	1		\$1,241.
Vendor 2555 - Chicago Parts & Sound									
1-0125461	Parts - STOCK	Open		01/13/2020	02/12/2020	01/27/2020			422.
1CR0020815	Credit Memo	Open		01/14/2020	02/12/2020	01/27/2020			(100.00)
			Vendor 2555 - Chicago Parts & Sound Totals			Invoices	2		\$322.
Vendor 3050 - Cintas #22									
4039733673	Uniform Cleaning	Open		01/10/2020	02/09/2020	01/03/2020			132.
5015837848	Ready Room Restocking	Open		01/13/2020	02/12/2020	01/21/2020			363.
			Vendor 3050 - Cintas #22 Totals			Invoices	2		\$495.
Vendor 2707 - Ciorba Group Inc									
0024691	Salt Creek Streambank Stabilization Design Engineering Services	Open		01/10/2020	02/09/2020	12/31/2019			4,993.
			Vendor 2707 - Ciorba Group Inc Totals			Invoices	1		\$4,993.
Vendor 1762 - City Of Rolling Meadows									
20200015	2019 Station Operation and Maintenance	Open		12/31/2019	01/30/2020	12/31/2019			594.
			Vendor 1762 - City Of Rolling Meadows Totals			Invoices	1		\$594.
Vendor 1874 - Civiltech Engineering, Inc.									
48429	Rand Road & Lake Cook Road Sidewalk Design Engineering Services	Open		01/10/2020	02/09/2020	12/31/2019			5,123.
			Vendor 1874 - Civiltech Engineering, Inc. Totals			Invoices	1		\$5,123.

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)



Invoice Due Date Range 12/01/19 - 02/18/20
Report By Vendor - Invoice Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 4199 - Clark Baird Smith LLP									
12109	2019 Legal Expenses - Clark Baird Smith LLP (December 2019)	Open		12/31/2019	12/31/2019	12/31/2019			6,372.
			Vendor 4199 - Clark Baird Smith LLP Totals			Invoices	1		\$6,372.
Vendor 1488 - CNS Tire Supply									
24785	Parts - T-383	Open		01/07/2020	02/06/2020	01/27/2020			100.
24786	Parts - T-384	Open		01/07/2020	02/06/2020	01/27/2020			50.
			Vendor 1488 - CNS Tire Supply Totals			Invoices	2		\$150.
Vendor 3033 - Comcast Cable									
PD20-JAN	Monthly Cable Service Fees (January)	Open		01/04/2020	02/01/2020	01/28/2020			19.
			Vendor 3033 - Comcast Cable Totals			Invoices	1		\$19.
Vendor 2980 - Commonwealth Edison									
8648014008-12/19	Electricity-135 W. Michigan Ave Heat Meter	Open		12/17/2019	02/17/2020	12/31/2019			380.
			Vendor 2980 - Commonwealth Edison Totals			Invoices	1		\$380.
Vendor 3706 - Constellation NewEnergy Inc									
16418138601	Electricity-149 W. Michigan Avenue South Supply Pump Station	Open		12/24/2019	02/08/2020	12/31/2019			4,333.
			Vendor 3706 - Constellation NewEnergy Inc Totals			Invoices	1		\$4,333.
Vendor 2773 - Core & Main LP									
L790271	Meters	Open		01/16/2020	02/15/2020	01/27/2020			346.
L788025	Meters	Open		01/17/2020	02/16/2020	01/27/2020			4,350.
			Vendor 2773 - Core & Main LP Totals			Invoices	2		\$4,696.
Vendor 2584 - Currie Motors Inc									
E7368	(4) 2020 Ford Utility Police Interceptor Hybrids - T-476	Open		01/17/2020	02/16/2020	01/24/2020			35,759.
			Vendor 2584 - Currie Motors Inc Totals			Invoices	1		\$35,759.
Vendor 3852 - De Lage Landen Public Finance									
66363142	Samsung Copier Lease	Open		12/30/2019	02/12/2020	01/17/2020			621.
66412213	Samsung Copier Lease	Open		01/11/2020	02/01/2020	01/17/2020			1,058.
			Vendor 3852 - De Lage Landen Public Finance Totals			Invoices	2		\$1,679.
Vendor 1929 - Delta Sonic Car Wash Systems									
10012751	Car Wash - December	Open		01/03/2020	02/02/2020	12/31/2019			162.
			Vendor 1929 - Delta Sonic Car Wash Systems Totals			Invoices	1		\$162.
Vendor 2649 - DJ's Scuba Locker Inc									

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)



Invoice Due Date Range 12/01/19 - 02/18/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
8689	Dive Equipment Maintenance	Open		01/06/2020	02/05/2020	01/03/2020			1,012.
			Vendor 2649 - DJ's Scuba Locker Inc Totals			Invoices	1		\$1,012.
Vendor 2012 - DLT Solutions LLC									
4789873A	Autocad Subscription	Open		01/15/2020	02/14/2020	01/24/2020			4,214.
			Vendor 2012 - DLT Solutions LLC Totals			Invoices	1		\$4,214.
Vendor 4781 - Document Imaging Services, LLC									
1688	Toner	Open		01/10/2020	02/09/2020	01/17/2020			99.
			Vendor 4781 - Document Imaging Services, LLC Totals			Invoices	1		\$99.
Vendor 4956 - DP Brown of Detroit Inc									
440904	Salt Conveyor Maintenance	Open		12/31/2019	01/30/2020	01/24/2020			2,378.
			Vendor 4956 - DP Brown of Detroit Inc Totals			Invoices	1		\$2,378.
Vendor 2786 - EJ Equipment Inc									
P02277	Relief Valve	Open		12/13/2019	01/12/2020	12/31/2019			154.
P02299	Decanting Strainer	Open		12/20/2019	01/19/2020	12/31/2019			222.
			Vendor 2786 - EJ Equipment Inc Totals			Invoices	2		\$376.
Vendor 2195 - FMP									
162-038974	Parts - STOCK	Open		01/10/2020	02/09/2020	01/27/2020			625.
			Vendor 2195 - FMP Totals			Invoices	1		\$625.
Vendor 1621 - Fox Valley Fire & Safety									
IN00328407	FIRE EXTINGUISHER SERVICE	Open		01/15/2020	02/14/2020	01/10/2020			140.
IN00328408	FIRE EXTINGUISHER SERVICE	Open		01/15/2020	02/14/2020	01/10/2020			87.
IN00328409	FIRE EXTINGUISHER SERVICE	Open		01/15/2020	02/14/2020	01/10/2020			75.
IN00328675	FIRE EXTINGUISHER SERVICE	Open		01/16/2020	02/15/2020	01/16/2020			160.
			Vendor 1621 - Fox Valley Fire & Safety Totals			Invoices	4		\$463.
Vendor 3081 - FullLife Safety Center									
51621	Medium Blue Gloves	Open		01/16/2020	02/15/2020	01/24/2020			131.
51584	Calibration Service and Certification- S/NW242936/01-015	Open		01/13/2020	02/12/2020	01/27/2020			85.
51620	Calibration Service & Certification- S/N W288316 & W242936	Open		01/13/2020	02/12/2020	01/27/2020			501.
51583	Tools - STOCK	Open		01/13/2020	02/12/2020	01/27/2020			270.
			Vendor 3081 - FullLife Safety Center Totals			Invoices	4		\$987.
Vendor 3075 - Gateway Palatine LLC									
February 2020	Parking Agreement - February	Open		01/21/2020	02/04/2020	01/21/2020			2,460.
			Vendor 3075 - Gateway Palatine LLC Totals			Invoices	1		\$2,460.

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)



Invoice Due Date Range 12/01/19 - 02/18/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1250 - Global Emergency Products Inc									
AG74168	Parts - STOCK	Open		01/02/2020	02/01/2020	01/28/2020			54.
Vendor 1250 - Global Emergency Products Inc Totals						Invoices	1		\$54.
Vendor 2281 - Grainger									
9412772742	Gym Equipment Disinfecting Wipes	Open		01/16/2020	02/15/2020	01/28/2020			177.
9401303111	Quartz Metal Halide, Mercury Vapor & High Pressure Sodium Lamp	Open		01/06/2020	02/05/2020	01/14/2020			459.
9409601391	Extension Ring and Connectors	Open		01/13/2020	02/12/2020	01/24/2020			42.
9394945225	Silver/Deming Drill	Open		12/27/2019	01/26/2020	12/31/2019			129.
9402479373	Hex Nuts & Screws	Open		01/07/2020	02/06/2020	01/27/2020			183.
9403627442	Pressure Washer Hose and Rotating Sewer Nozzle	Open		01/08/2020	02/07/2020	01/27/2020			361.
9404230477	Credit Memo	Open		01/08/2020	02/07/2020	01/27/2020			(92.0
9404577521	Hex Head Cap Screws	Open		01/08/2020	02/07/2020	01/27/2020			256.
9405585812	Wash Bottle	Open		01/09/2020	02/08/2020	01/27/2020			30.
9411430334	Battery	Open		01/15/2020	02/14/2020	01/27/2020			4.
9411430342	Sealing Washer	Open		01/15/2020	02/14/2020	01/27/2020			9.
9402813530	Washer and Lock Nut	Open		01/07/2020	02/06/2020	01/24/2020			37.
9403500987	Hex Cap Screw	Open		01/07/2020	02/06/2020	01/24/2020			26.
9364035650	Vehicle & Equipment Parts - STOCK	Open		11/21/2019	12/31/2019	12/31/2019			12.
9379344840	Vehicle & Equipment Parts - STOCK	Open		12/09/2019	01/08/2020	12/31/2019			25.
9383620052	Vehicle & Equipment Parts - M-991	Open		12/12/2019	01/11/2020	12/31/2019			11.
Vendor 2281 - Grainger Totals						Invoices	16		\$1,676.
Vendor 4753 - Granicus Llc									
121978	Civic Streaming & Agenda & Minutes Renewal	Open		01/01/2020	01/31/2020	01/23/2020			1,540.
Vendor 4753 - Granicus Llc Totals						Invoices	1		\$1,540.
Vendor 1067 - Health Care Service Corporation									
2020-00000061	Ambulance Fee Refund	Open		01/17/2020	01/17/2020	01/17/2020			682.
Vendor 1067 - Health Care Service Corporation Totals						Invoices	1		\$682.
Vendor 3113 - Martin I Horwitz									
PWBRMH01242020	Boot Reimbursement	Open		01/23/2020	02/06/2020	01/21/2020			152.
Vendor 3113 - Martin I Horwitz Totals						Invoices	1		\$152.
Vendor 1850 - IACP-Illinois									

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amou
5576	2020 Annual Membership Dues (Daigle)	Open		01/10/2020	02/08/2020	01/28/2020			330.
5577	2020 Annual Membership Dues (Nord)	Open		01/10/2020	02/08/2020	01/28/2020			330.
5613	2020 Annual Conference Registration Fee x 3	Open		01/14/2020	02/12/2020	01/28/2020			897.
			Vendor 1850 - IACP-Illinois Totals				Invoices	3	\$1,557.
Vendor 4591 - IL Department of Innovation & Technology									
T2014572	Custom Bandwidth	Open		01/13/2020	02/12/2020	01/23/2020			428.
			Vendor 4591 - IL Department of Innovation & Technology Totals				Invoices	1	\$428.
Vendor 2827 - Illinois Dept Of Agriculture									
2020-00000064	Annual Truck Scale Inspection/Certification (x6)	Open		01/15/2020	02/14/2020	01/28/2020			1,200.
			Vendor 2827 - Illinois Dept Of Agriculture Totals				Invoices	1	\$1,200.
Vendor 1147 - Illinois Fire Inspectors Assoc.									
21051	2020 Membership Dues	Open		01/07/2020	02/06/2020	01/10/2020			95.
21134	Mini Seminar-III Accessibility and the Insp-Atherton	Open		01/16/2020	02/15/2020	01/27/2020			50.
21135	FLSE Conference-IFIA 2020 Life Safety-Atherton	Open		01/16/2020	02/15/2020	01/27/2020			325.
			Vendor 1147 - Illinois Fire Inspectors Assoc. Totals				Invoices	3	\$470.
Vendor 3647 - Illinois SAR Council									
20-54	Membership Dues	Open		01/02/2020	02/01/2020	01/27/2020			50.
			Vendor 3647 - Illinois SAR Council Totals				Invoices	1	\$50.
Vendor 2822 - Illinois Secretary Of State									
PWVM 2020 C-360	License Plate Renewal C-360	Open		01/01/2020	01/31/2020	01/27/2020			151.
PWVM 2020 T-309	License Plate Renewal T-309	Open		01/01/2020	01/31/2020	01/27/2020			151.
PWVM T-476 2020	Vehicle Title & New Municipal Plates T-476	Open		01/01/2020	01/31/2020	01/27/2020			158.
			Vendor 2822 - Illinois Secretary Of State Totals				Invoices	3	\$460.
Vendor 2625 - Illinois Tollway									
G127000003023	Indiana Toll Road	Open		01/01/2020	01/31/2020	12/31/2019			1.
			Vendor 2625 - Illinois Tollway Totals				Invoices	1	\$1.
Vendor 4951 - Interstate Batteries of North Chicago									
70116501	Parts - STOCK	Open		01/15/2020	02/14/2020	01/27/2020			392.
			Vendor 4951 - Interstate Batteries of North Chicago Totals				Invoices	1	\$392.
Vendor 4838 - J & R Lock & Safe Inc DBA Henning Brothers									
0000412061	Padlock EZ	Open		01/07/2020	02/06/2020	01/15/2020			349.00

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amou
Vendor 4838 - J & R Lock & Safe Inc DBA Henning Brothers			Totals	Invoices			1		\$349.
Vendor 3631 - Johnson Controls Security Solutions LLC									
33716744	Alarm Monitoring-250 W Illinois Ave	Open		01/11/2020	02/01/2020	01/27/2020			65.
33716751	Alarm Monitoring-1215 N Quentin Rd	Open		01/11/2020	02/01/2020	01/27/2020			61.
33716772	Alarm Monitoring-137 W Wood St	Open		01/11/2020	02/01/2020	01/27/2020			61.
33716777	Alarm Monitoring-39 E Colfax St	Open		01/11/2020	02/01/2020	01/27/2020			65.
33716778	Alarm Monitoring-1475 N Hicks Rd	Open		01/11/2020	02/01/2020	01/27/2020			65.
33716745	Alarm Monitoring 137 W. Wood St -2/1/20-4/30/20	Open		01/11/2020	02/10/2020	01/24/2020			151.
Vendor 3631 - Johnson Controls Security Solutions LLC			Totals	Invoices			6		\$471.
Vendor 1635 - Joseph D. Foreman & Company									
326699	8" Storm Pipe	Open		01/09/2020	02/08/2020	01/27/2020			323.
Vendor 1635 - Joseph D. Foreman & Company			Totals	Invoices			1		\$323.
Vendor 2609 - Julie, Inc.									
2020-1389-1	JULIE Locate Annual Membership	Open		01/08/2020	02/07/2020	01/21/2020			2,382.
Vendor 2609 - Julie, Inc.			Totals	Invoices			1		\$2,382.
Vendor 2075 - Kimball Midwest									
7582940	Parts - STOCK	Open		12/03/2019	01/02/2020	12/31/2019			174.
Vendor 2075 - Kimball Midwest			Totals	Invoices			1		\$174.
Vendor 4044 - Lexipol LLC									
31748	2020 Lexipol Membership-DTB Subscription 1-1-2020 to 12-31-2020	Open		12/01/2019	02/04/2020	01/21/2020			15,551.
Vendor 4044 - Lexipol LLC			Totals	Invoices			1		\$15,551.
Vendor 2995 - M & B Landscaping									
PD-294A	2020 Parking Deck Snow & Ice Control Services	Open		01/06/2020	02/05/2020	01/14/2020			1,230.
PD-295	2020 Parking Deck Snow & Ice Control Services	Open		01/16/2020	02/15/2020	01/24/2020			2,725.
PD-294	2019 Parking Deck Snow & Ice Control Services	Open		01/06/2020	02/05/2020	12/31/2019			1,625.
Vendor 2995 - M & B Landscaping			Totals	Invoices			3		\$5,580.
Vendor 3135 - Timothy P Malcolm									
PWBRTM120119	Boot Reimbursement	Open		12/01/2019	12/31/2019	12/31/2019			125.
Vendor 3135 - Timothy P Malcolm			Totals	Invoices			1		\$125.

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 4065 - Master Truck & Trailer Llc S82035	Parts - T-387	Open		01/14/2020	02/13/2020	01/28/2020			55.
Vendor 4065 - Master Truck & Trailer Llc Totals						Invoices	1		\$55.
Vendor 2756 - Mc Master Carr Supply Co. 24946251	Parts - E-127	Open		12/18/2019	01/17/2020	12/31/2019			30.
Vendor 2756 - Mc Master Carr Supply Co. Totals						Invoices	1		\$30.
Vendor 4600 - Meridian IT Inc 463648	Reporting and Support Services: Commvault Licenses	Open		12/01/2019	01/30/2020	12/31/2019			556.
Vendor 4600 - Meridian IT Inc Totals						Invoices	1		\$556.
Vendor 1118 - Mid American Water Of Wauconda Inc 225682W	3/4" SS Heavy Hex Nuts & 3/4 x 3 -1/2 Bolt Nuts	Open		01/14/2020	02/13/2020	01/27/2020			175.
Vendor 1118 - Mid American Water Of Wauconda Inc Totals						Invoices	1		\$175.
Vendor 2347 - Midwest Fuel Injection N531662	Repairs & Maintenance - T-425	Open		01/09/2020	02/08/2020	01/27/2020			5,269.
Vendor 2347 - Midwest Fuel Injection Totals						Invoices	1		\$5,269.
Vendor 2421 - Mikes Towing/Auto & Truck Repair 1065187	Repairs & Safety Lane - T-460	Open		12/31/2019	01/30/2020	12/31/2019			36.
Vendor 2421 - Mikes Towing/Auto & Truck Repair Totals						Invoices	1		\$36.
Vendor 4934 - Mindsight 101251-2b	Video Conference Solution	Open		12/31/2019	01/30/2020	12/31/2019			6,265.
101251-3c	Video Conference Solution	Open		01/13/2020	02/12/2020	12/31/2019			8,887.
Vendor 4934 - Mindsight Totals						Invoices	2		\$15,152.
Vendor 4013 - Mobile Welding 069	Repair - Loader Plow Hitch	Open		01/10/2020	02/09/2020	01/07/2020			2,400.
Vendor 4013 - Mobile Welding Totals						Invoices	1		\$2,400.
Vendor 1405 - MPC Communications & Lighting Inc 20-1008	Repairs & Maintenance - C-359	Open		01/08/2020	02/07/2020	01/27/2020			475.
20-1009	Repairs & Maintenance - T-402	Open		01/08/2020	02/07/2020	01/27/2020			124.
20-1018	Repairs & Maintenance - C-375	Open		01/17/2020	02/16/2020	01/27/2020			650.
Vendor 1405 - MPC Communications & Lighting Inc Totals						Invoices	3		\$1,250.
Vendor 4903 - Municipal Services Associates, Inc 65-1946-19	Legal Services-Cable Agr	Open		12/11/2019	01/11/2020	12/31/2019			720.
Vendor 4903 - Municipal Services Associates, Inc Totals						Invoices	1		\$720.

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 3541 - Napleton Fleet Group									
325896	New License Plate & Vehicle Registration - T-475	Open		01/06/2020	02/05/2020	01/07/2020			301.
C325895	(1) 2019 Dodge Ram 1500 SSV Pickup Truck - T-475	Open		01/06/2020	02/05/2020	01/24/2020			26,915.
Vendor 3541 - Napleton Fleet Group Totals						Invoices	2		\$27,216.
Vendor 1708 - National Safety Council									
INV-1742286-H9N1	2020 National Safety Council (Annual Membership Renewal-MAbbott)	Open		12/20/2019	01/31/2020	01/15/2020			881.
Vendor 1708 - National Safety Council Totals						Invoices	1		\$881.
Vendor 2616 - Nicor Gas									
36756460568-1119	Natural Gas-884 E. Lilly Lane Rose and Lilly Lift Station	Open		11/27/2019	01/14/2020	12/31/2019			121.
88097600006-1119	Natural Gas-2175 N. Coach Road Long Grove Pump Station	Open		12/16/2019	01/31/2020	12/31/2019			173.
33367400000-1219	Natural Gas-987 E. Palatine Road Station 83	Open		12/17/2019	02/03/2020	12/31/2019			377.
93126652572-1219	Natural Gas-150 W. Wilson Street Clu Building	Open		12/17/2019	02/03/2020	12/31/2019			352.
37917400006-1219	Natural Gas-914 W. Lukas Avenue Square D Lift Station	Open		12/18/2019	02/04/2020	12/31/2019			39.
49923400003-1219	Natural Gas-148 W. Illinois Avenue Combined Service Facility	Open		12/19/2019	02/04/2020	12/31/2019			2,509.
55424779829-1219	Natural Gas-1545-47 Shires Court Lift Station	Open		12/19/2019	02/04/2020	12/31/2019			38.
77309667044-1219	Natural Gas-220 W. Illinois Avenue Station 84	Open		12/19/2019	02/04/2020	12/31/2019			368.
95576400006-1219	Natural Gas-200 W. Illinois Avenue Fire Storage Garage	Open		12/19/2019	02/04/2020	12/31/2019			94.
46007255576-1219	Natural Gas-804 W. Panorama Drive Deer Grove Lift Station	Open		12/26/2019	02/11/2020	12/31/2019			41.
70018165616-1219	Natural Gas-432 W. Haleys Hill Court Dunhaven Woods Lift Station	Open		12/26/2019	02/11/2020	12/31/2019			38.
83980510966-1219	Natural Gas-550 N. Smith Street Well 7 Generator	Open		12/26/2019	02/11/2020	12/31/2019			37.
25623386239-1219	Natural Gas-1484 N. Oak Street Pepper Tree Lift Station	Open		12/27/2019	02/11/2020	12/31/2019			41.
68017400000-1219	Natural Gas-137 W. Wood Street Train Station	Open		12/27/2019	02/11/2020	12/31/2019			253.
25237600009-1219	Natural Gas-39 E. Colfax Street Station 85	Open		12/30/2019	02/14/2020	12/31/2019			295.
60365400005-1219	Natural Gas-1475 N. Hicks Rd Station 82	Open		12/30/2019	02/14/2020	12/31/2019			632.

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66457600006-1219	Natural Gas-555 E. Dundee Road Hicks and Dundee Pump Station	Open		12/30/2019	02/14/2020	12/31/2019			166.
88271305703-1219	Natural Gas-1465 E. Evergreen Drive Randville Lift Station	Open		12/30/2019	02/14/2020	12/31/2019			130.
90049286264-1219	Natural Gas-200 E Wood St Village Hall	Open		12/30/2019	02/14/2020	12/31/2019			1,611.
94487607957-1219	Natural Gas-1215 N. Quentin Rd Station 81	Open		12/30/2019	02/14/2020	12/31/2019			491.
36756460568-1219	Natural Gas-884 E. Lilly Lane Rose and Lilly Lift Station	Open		12/31/2019	02/17/2020	12/31/2019			122.
51394453685-1219	Natural Gas-595 N. Hicks Road Police Headquarters	Open		12/31/2019	02/17/2020	12/31/2019			2,172.
			Vendor	2616 - Nicor Gas Totals		Invoices	22		\$10,109.
Vendor	1414 - Northwest Central 911 System								
1166	Radio Repair	Open		01/15/2020	02/14/2020	01/27/2020			353.
			Vendor	1414 - Northwest Central 911 System Totals		Invoices	1		\$353.
Vendor	1413 - Northwest Central Dispatch Syst								
8858	2020 - PPD & PFD Member Assessment Fee's (Feb)	Open		01/01/2020	02/01/2020	01/28/2020			50,879.
			Vendor	1413 - Northwest Central Dispatch Syst Totals		Invoices	1		\$50,879.
Vendor	3002 - Northwest Community Hospital-OEHS								
19320	Police Officer Physical Exam - 12/09/19 (W. Campbell)	Open		01/10/2020	02/09/2020	12/31/2019			465.
19312	Annual Exams	Open		01/10/2020	02/09/2020	12/31/2019			731.
19323	Physicals/DOT Screening/Hearing & Vision	Open		01/10/2020	02/09/2020	12/31/2019			300.
			Vendor	3002 - Northwest Community Hospital-OEHS Totals		Invoices	3		\$1,496.
Vendor	3147 - Reid T Ottesen								
2020Ins.Reimburs	2020 Insurance Reimbursement	Open		01/21/2020	01/21/2020	01/21/2020			1,568.
ILCMA-Ottesen	ILCMA Conference-Bloomington	Open		01/21/2020	01/21/2020	01/21/2020			110.
			Vendor	3147 - Reid T Ottesen Totals		Invoices	2		\$1,678.
Vendor	2572 - Paddock Publications, Inc								
11878	Legal Notices - Plan Comm Mtg 4- 16-19	Open		04/21/2019	01/29/2020	12/31/2019			136.
			Vendor	2572 - Paddock Publications, Inc Totals		Invoices	1		\$136.
Vendor	4949 - Parallel Machine								
208031	Bronze Valves	Open		01/14/2020	02/13/2020	01/27/2020			550.
			Vendor	4949 - Parallel Machine Totals		Invoices	1		\$550.
Vendor	4309 - Pedley Knowles & Company								

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400288	RAE System Sensors/Adapter	Open		01/13/2020	02/12/2020	01/16/2020			474.
Vendor 4309 - Pedley Knowles & Company Totals							Invoices	1	\$474.
Vendor 2298 - PF Pettibone & Company									
177996	Parking Tickets	Open		12/27/2019	01/26/2020	12/31/2019			1,875.
Vendor 2298 - PF Pettibone & Company Totals							Invoices	1	\$1,875.
Vendor 2167 - Pomp's Tire Service, Inc.									
280105554	Parts - T-427	Open		12/26/2019	01/25/2020	12/31/2019			1,183.
280105837	Parts - STOCK & T-339	Open		01/08/2020	02/07/2020	01/27/2020			1,884.
280105839	Parts - STOCK	Open		01/08/2020	02/07/2020	01/27/2020			2,337.
280105916	Parts - T-386	Open		01/10/2020	02/09/2020	01/27/2020			870.
Vendor 2167 - Pomp's Tire Service, Inc. Totals							Invoices	4	\$6,274.
Vendor 4628 - Porter Pipe & Supply Co									
12012296-00	Swing Check Valves	Open		01/15/2020	02/14/2020	01/27/2020			270.
Vendor 4628 - Porter Pipe & Supply Co Totals							Invoices	1	\$270.
Vendor 4300 - Ray O'Herron Co, Inc									
2003607-IN	Uniform Clothing/Equipment (W. Campbell)	Open		12/31/2019	01/30/2020	12/31/2019			423.
1969250-IN	Misc Uniform/Equipment Items (Campbell)	Open		12/13/2019	02/12/2020	12/24/2019			35.
2000862-IN	Misc Uniform/Equipment Items (Shipping)	Open		01/06/2020	02/05/2020	01/27/2020			7.
2001475-IN	Misc Uniform/Equipment Items (Borgstrom)	Open		01/08/2020	02/07/2020	01/27/2020			238.
2001931-IN	Misc Uniform/Equipment Items (W. Campbell)	Open		01/10/2020	02/09/2020	01/27/2020			13.
2001932-IN	Misc Uniform/Equipment Items (W. Campbell)	Open		01/10/2020	02/09/2020	01/27/2020			8.
2002440-CM	Misc Uniform/Equipment Items (Credit Inv 1972558-IN)	Open		01/13/2020	02/12/2020	01/27/2020			(17.8
2002633-IN	Misc Uniform/Equipment Items (M. Campbell)	Open		01/14/2020	02/13/2020	01/27/2020			239.
2002635-IN	Misc Uniform/Equipment Items (Holtz)	Open		01/14/2020	02/13/2020	01/27/2020			193.
2002636-IN	Misc Uniform/Equipment Items (Martino)	Open		01/14/2020	02/13/2020	01/27/2020			164.
2003605-IN	Misc Uniform/Equipment Items (Harris)	Open		01/17/2020	02/16/2020	01/27/2020			152.
2003606-IN	Misc Uniform/Equipment Items (Licari)	Open		01/17/2020	02/16/2020	01/27/2020			168.
Vendor 4300 - Ray O'Herron Co, Inc Totals							Invoices	12	\$1,626.
Vendor 3427 - A. T Roberts									

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TR Reimb 1/20/20	Staff Meal	Open		01/20/2020	01/27/2020	01/27/2020			107.
			Vendor 3427 - A. T Roberts	Totals		Invoices	1		\$107.
Vendor 1201 - Route 12 Rental Co. Inc.									
98445	19' Lift Rental	Open		01/14/2020	02/13/2020	01/24/2020			166.
			Vendor 1201 - Route 12 Rental Co. Inc.	Totals		Invoices	1		\$166.
Vendor 4019 - Rush Truck Centers									
3017711320	Parts - T-369	Open		12/20/2019	01/19/2020	12/31/2019			105.
3017778791	Parts - T-381	Open		12/30/2019	01/29/2020	12/31/2019			83.
3017780490	Parts - T-331	Open		12/30/2019	01/29/2020	12/31/2019			205.
3017813962	Parts - T-340	Open		01/02/2020	02/01/2020	01/27/2020			618.
3017846586	Parts - T-395	Open		01/06/2020	02/05/2020	01/27/2020			83.
3017875872	Parts - T-292	Open		01/08/2020	02/07/2020	01/27/2020			135.
3017875902	Parts - T-451	Open		01/08/2020	02/07/2020	01/27/2020			2,346.
3017877429	Parts - T-451	Open		01/08/2020	02/07/2020	01/27/2020			118.
3017879879	Parts - T-386	Open		01/08/2020	02/07/2020	01/27/2020			101.
3017941282	Parts - T-331	Open		01/14/2020	02/13/2020	01/27/2020			43.
			Vendor 4019 - Rush Truck Centers	Totals		Invoices	10		\$3,842.
Vendor 2673 - Schain Banks Kenny & Schwartz									
49854	Legal Services December 2019	Open		01/09/2020	02/03/2020	12/31/2019			26,322.
			Vendor 2673 - Schain Banks Kenny & Schwartz	Totals		Invoices	1		\$26,322.
Vendor 3694 - SHI International Corp									
B11136692	Replacement Vehicle Laptop Batteries	Open		01/09/2020	02/08/2020	01/17/2020			442.
			Vendor 3694 - SHI International Corp	Totals		Invoices	1		\$442.
Vendor 2846 - Skillpath Seminars									
12199031	Seminar - Neyfeldt - The How to Supervise People Seminar	Open		01/07/2020	02/06/2020	01/21/2020			149.
			Vendor 2846 - Skillpath Seminars	Totals		Invoices	1		\$149.
Vendor 4308 - Solid Waste Agency of Northern Cook County									
6361	Refuse Service - February	Open		01/01/2020	01/24/2020	01/17/2020			87,262.
			Vendor 4308 - Solid Waste Agency of Northern Cook County	Totals		Invoices	1		\$87,262.
Vendor 1804 - Staples Advantage									
8057089752	Office Supplies	Open		01/11/2020	02/10/2020	01/16/2020			142.
			Vendor 1804 - Staples Advantage	Totals		Invoices	1		\$142.
Vendor 3401 - STV Incorporated									
20124164-11	Smith and Colfax Drainage Study	Open		01/14/2020	02/13/2020	12/31/2019			497.

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amou
			Vendor	3401 - STV Incorporated Totals			Invoices	1	\$497.
Vendor 1776 - Suburban Accents, Inc.									
29085	Repair & Maintenance - T-473	Open		12/20/2019	01/19/2020	12/31/2019			575.
29147	Repairs & Maintenance - T-474	Open		01/13/2020	02/12/2020	01/27/2020			575.
			Vendor	1776 - Suburban Accents, Inc. Totals			Invoices	2	\$1,150.
Vendor 4754 - Tech Electronics of Illinois, LLC									
N000003445	FD83 Door Access System	Open		01/14/2020	02/13/2020	01/23/2020			3,892.
			Vendor	4754 - Tech Electronics of Illinois, LLC Totals			Invoices	1	\$3,892.
Vendor 2545 - Terrace Supply Co									
01007534	Parts - M-999	Open		12/31/2019	01/30/2020	12/31/2019			22.
			Vendor	2545 - Terrace Supply Co Totals			Invoices	1	\$22.
Vendor 1199 - Thompson Elevator Inspection Service Inc									
20-0055	1 permit reinsp - 500 N Benton St	Open		01/08/2020	02/07/2020	01/27/2020			75.
20-0073	5 semi-annual elevator insp	Open		01/09/2020	02/08/2020	01/27/2020			190.
			Vendor	1199 - Thompson Elevator Inspection Service Inc Totals			Invoices	2	\$265.
Vendor 4403 - Tyler Technologies Inc									
045-288672	Executime Implementation	Open		12/31/2019	01/30/2020	12/31/2019			120.
			Vendor	4403 - Tyler Technologies Inc Totals			Invoices	1	\$120.
Vendor 3157 - UniFirst Corporation									
061 1257224	Shop Rags/Carpets	Open		01/06/2020	02/05/2020	01/03/2020			54.
061 1258997	Shop Rags/Carpets	Open		01/13/2020	02/12/2020	01/03/2020			54.
061 1259120	Shop Rags/Carpets	Open		01/13/2020	02/12/2020	01/03/2020			81.
			Vendor	3157 - UniFirst Corporation Totals			Invoices	3	\$191.
Vendor 3290 - Unite Private Networks - Illinois LLC									
SI-19-011928	Fiber Maintenance	Open		12/01/2019	01/31/2020	12/31/2019			975.
			Vendor	3290 - Unite Private Networks - Illinois LLC Totals			Invoices	1	\$975.
Vendor 2501 - United Parcel Service									
00004E3E18030	Shipping Charges	Open		01/18/2020	02/17/2020	01/21/2020			58.
			Vendor	2501 - United Parcel Service Totals			Invoices	1	\$58.
Vendor 2276 - USA Blue Book									
108001	15 Degree Angle w/ Forward Jet	Open		01/07/2020	02/06/2020	01/27/2020			59.
108154	Ammonium Hydroxide and AccuVac Snapper	Open		01/07/2020	02/06/2020	01/27/2020			96.
108332	LDPE Dropping Bottle	Open		01/07/2020	02/06/2020	01/27/2020			41.
116783	Credit Memo	Open		01/15/2020	02/06/2020	01/27/2020			(54.9
			Vendor	2276 - USA Blue Book Totals			Invoices	4	\$143.1

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)



Invoice Due Date Range 12/01/19 - 02/18/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 4917 - Vehicle Service Group LLC									
881943	Heavy Duty In-Ground Lift Purchase and Installation at CSF- E-156	Open		12/30/2019	01/29/2020	01/24/2020			129,511.
Vendor 4917 - Vehicle Service Group LLC Totals							Invoices	1	\$129,511.
Vendor 3709 - Verizon Wireless									
9846251942	Cellular Usage	Open		01/12/2020	02/04/2020	01/23/2020			1,529.
Vendor 3709 - Verizon Wireless Totals							Invoices	1	\$1,529.
Vendor 3020 - Village of Palatine Petty Cash									
2019-00001305	Special Investigations - Rpt # 19- 16940	Open		12/04/2019	02/03/2020	12/31/2019			50.
2020-00000067	W. Nord - GCCPCA Luncheon/Meeting x 2	Open		01/15/2020	02/03/2020	01/28/2020			40.
2020-00000068	B. Baker - GCCPCA Luncheon/Meeting x 2	Open		01/15/2020	02/03/2020	01/28/2020			40.
2020-00000070	G. Guimon - Special Investigations - Rpt # 19-18577	Open		01/09/2020	02/03/2020	01/28/2020			50.
2020-00000071	G. Guimon - Special Investigations - Rpt # 19-18577	Open		01/14/2020	02/03/2020	01/28/2020			50.
2020-00000069	M. Myerson - Training Supplies (Amazon)	Open		01/27/2020	02/03/2020	01/28/2020			20.
2020-00000066	C. Felde - Lunch for TK Enforcement Roadblock Participants	Open		01/21/2020	02/03/2020	01/28/2020			21.
Vendor 3020 - Village of Palatine Petty Cash Totals							Invoices	7	\$272.
Vendor 3209 - Warehouse Direct									
4548376-0	Paper	Open		01/15/2020	02/04/2020	01/17/2020			14.
4553658-0	Calendar Base	Open		01/21/2020	02/04/2020	01/27/2020			10.
Vendor 3209 - Warehouse Direct Totals							Invoices	2	\$24.
Vendor 2752 - West Side Exchange									
W79091	Parts - T-365	Open		01/08/2020	02/07/2020	01/07/2020			15.
Vendor 2752 - West Side Exchange Totals							Invoices	1	\$15.
Vendor 4824 - Western First Aid & Safety									
ORD4-003445	Supplies to Replenish 1st Aid Cabinet	Open		01/17/2020	02/01/2020	01/28/2020			61.
Vendor 4824 - Western First Aid & Safety Totals							Invoices	1	\$61.
Vendor 2794 - Western Illinois University									
2020-00000065	Spring Career & Internship Fair	Open		01/15/2020	02/14/2020	01/28/2020			75.
Vendor 2794 - Western Illinois University Totals							Invoices	1	\$75.

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)



Invoice Due Date Range 12/01/19 - 02/18/20
Report By Vendor - Invoicing Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 2258 - Wickstrom Ford Lincoln Mercury									
739366	Repairs & Maintenance - T-434	Open		01/02/2020	02/01/2020	01/27/2020			27.
739486	Repairs & Maintenance - T-464	Open		01/02/2020	02/01/2020	01/27/2020			29.
739589	Repairs & Maintenance - T-444	Open		01/03/2020	02/02/2020	01/27/2020			17.
739610	Repairs & Maintenance - T-441	Open		01/03/2020	02/02/2020	01/27/2020			29.
738980	Repairs & Maintenance - T-409	Open		01/09/2020	02/08/2020	01/27/2020			2,762.
740466	Repairs & Maintenance - T-465	Open		01/09/2020	02/08/2020	01/27/2020			29.
740578	Repairs & Maintenance - T-430	Open		01/10/2020	02/09/2020	01/27/2020			27.
740625	Repairs & Maintenance - T-463	Open		01/10/2020	02/09/2020	01/27/2020			29.
740648	Repairs & Maintenance - T-401	Open		01/10/2020	02/09/2020	01/27/2020			29.
740705	Repairs & Maintenance - C-368	Open		01/10/2020	02/09/2020	01/27/2020			52.
741094	Repairs & Maintenance - T-438	Open		01/14/2020	02/13/2020	01/28/2020			29.
741125	Repairs & Maintenance - C-308	Open		01/14/2020	02/13/2020	01/28/2020			54.
741167	Repairs & Maintenance - C-342	Open		01/14/2020	02/13/2020	01/28/2020			174.
Vendor 2258 - Wickstrom Ford Lincoln Mercury Totals						Invoices	13		\$3,292.
Vendor 1919 - Zoll Medical Corporation									
2953855	Patient Cable/Sensors	Open		12/01/2019	12/31/2019	12/31/2019			745.
Vendor 1919 - Zoll Medical Corporation Totals						Invoices	1		\$745.
Vendor M & T Exteriors Inc.									
Cr20-0026	Refund contr fee / work is in unincorporated Palatine	Open		01/29/2020	01/29/2020	01/29/2020			60.
Vendor M & T Exteriors Inc. Totals						Invoices	1		\$60.
Grand Totals						Invoices	255		\$570,109.

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)



Payment Date Range 01/27/20 - 01/27/20
Report By Vendor - Invoicing
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 2048 - Neofunds									
01-24-2020	Village Wide Postage for Postage Machine	Paid by EFT #2527		01/24/2020	01/27/2020	01/27/2020		01/27/2020	3,000.
Vendor 2048 - Neofunds Totals						Invoices	1		\$3,000.
Grand Totals						Invoices	1		\$3,000.

Attachment: Warrant #3 (2020-3 : 2020 Warrant # 3)

Consider an Ordinance Approving a Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 to Allow a New Owner/Operator to Occupy the Existing Building at 1150 W. Euclid Avenue

BACKGROUND: The Subject Property, consisting of approximately 4.75 acres, contains the former NTS (National Technical Systems) building and related improvements. A new business, with specific business operations, would like to occupy the building. Therefore, the Petitioner is requesting approval of the following:

Minor Planned Development Amendment to Planned Development Ordinance #O-70-84

KEY ISSUES:

- The Subject Property, zoned Planned Development, was initially developed for Fluke Manufacturing in August 1984. It was subsequently acquired and operated by Trace Labs. In 2015, Trace Labs was acquired by National Testing Services, which ultimately relocated and ceased its operations at this location. The existing building has remained vacant and unoccupied since that time.
- The Petitioner, owner and operator of several related businesses (Four Star Tool, Inc., Crystal Die and Mold, Inc., and JDI Plastics, Inc.), would like to relocate all of these business to the Subject Property, in order to both use the property as corporate headquarters and for the associated business functions. These businesses have been operating collectively at one location in Rolling Meadows for the last 20 years.
- These businesses are all light industrial plastic manufacturers, which specialize in the IT communication, consumer electronics, and medical equipment industries. They design, manufacture, and assemble high quality plastic products, through a plastic injection molding process. The existing light manufacturing building is a clean environment, fully air conditioned, with humidity and air quality controls. There is no exhaust or odors omitted to the outside of the building. The inside manufacturing and assembling activities are extremely quiet and, as part of the Petitioner's building modifications, specific consideration has been given to the location of an interior compressor (new high efficiency/enclosed air compressors, with a decibel rating of 68 = conversational speech).
- There are currently 20 employees and the normal business hours are Monday - Friday; 7 AM through 3:30 PM. The businesses do not typically work on Saturday, excepting a time critical project, which is infrequent. The business is also not open on Sundays. There are occasions where unmanned robotic equipment may run for a 24-hour period, but in those instances there would be no perceptible noises audible outside of the building and no lights would be

illuminated inside the building.

- The truck deliveries associated with the business average 6-8 daily deliveries, during normal business hours. All operations are conducted within the building and there are no outside business activities or material storage, with the exception of the use of the loading dock on the west side of the building (most proximate to Weber).
- In conjunction with their occupancy of the existing building, the Petitioner intends to maintain the existing exterior glass façade and upgrade the parking areas and existing driveways, with patching and paving where necessary. Other planned renovations include constructing a new driveway and parking area between the front and rear parking areas and main front building entrance to create more convenient access by customers and employees. Two additional ground level overhead doors for executive parking would also be added near the main entrance of the building.
- The loading docks (west side of the building) would also be renovated to add another ground level overhead door to the single existing overhead door. Finally, the planned improvements will include maintenance to the existing landscaping and additional landscaping on the east side of the property. The required building permit applications and plans will be subsequently submitted for Staff review.
- Prior to scheduling the Minor Planned Development Amendment review, Staff had an opportunity to visit the Petitioner's current business location. As part of this meeting, Staff toured the entire facility and directly observed the ongoing light manufacturing activities. Through this inspection, there were minimal interior noises generated, but no exterior noises or odor emissions generated at this location. This observation included Staff being on the outside of an exterior door, directly across from a compressor.
- As required, Staff mailed a notice of the Minor Planned Development review at the Village Council meeting, along with a summary of the request.

ALTERNATIVES:

1. Approve the Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 for the property located at 1150 W. Euclid Avenue.
2. Do not approve the Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 for the property located at 1150 W. Euclid Avenue.

RECOMMENDATION:

Staff recommends approval of the Minor Planned Development Amendment to Planned Development Ordinance #O-70-84.

ACTION REQUIRED:

A motion to approve the Minor Planned Development Amendment to Planned Development Ordinance #O-70-84 at 1150 W. Euclid Avenue.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Scott Lamerand, District 2 Councilman
SECONDER: Kollin Kozlowski, District 5 Councilman
AYES: Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT: Doug Myslinski

Consider a Resolution of Support for the Filing of a 6B Cook County Tax Classification for the Property Located at 1150 W. Euclid Avenue

BACKGROUND: One of the economic development tools available to communities within Cook County is the 6B Tax Classification program. This program is designed to encourage industrial/manufacturing development through the reduction of a property's tax assessment over a twelve year period. In conjunction with an application for the program, a resolution of support is required from the municipality in which the property is located. Therefore, the Petitioner is seeking approval of the following:

Approval of a Resolution for support for the filing of a 6B Cook County Tax Classification for the property located at 1150 W. Euclid Avenue.

KEY ISSUES:

- The Petitioner, 1150 West Euclid LLC, is seeking to purchase the approximately 4.75 acre site, with an existing 26,600 square foot building, at 1150 W. Euclid Avenue.
- The Petitioner is proposing to remodel the building and relocate their existing business operations into the building.
- The Cook County 6B Tax Classification is used for property tax relief for industrial/manufacturing uses. Properties are assessed at 10% of market value for the first 10 years, 15% for the 11th year, and 20% in the 12th year. In absence of this incentive, the property would normally be assessed at 25% of its market value.

ALTERNATIVES:

1. Recommend approval of the Resolution.
2. Do not recommend approval of the Resolution.

RECOMMENDATION:

Staff recommends approval of the Resolution.

ACTION REQUIRED:

Motion to approve a Resolution for support for the filing of a 6b Cook County Tax Classification for the property located at 1150 W. Euclid Avenue.

RESULT:	ADOPTED BY ROLL CALL BY CONSENT VOTE [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

Consider an Ordinance Granting Site Plan Approval to Allow a New Warehouse/Distribution Building at 317 S. Hicks Road

BACKGROUND:

The Subject Property, which was previously owned and operated by HB Fuller, has since ceased operations and sold the property. Conor Commercial Real Estate purchased the property, demolished the former building and related improvements, and the site is being prepared for development. Therefore, the Petitioner is requesting approval of the following:

Site Plan Review to allow a warehouse/distribution building at 317 S. Hicks Road.

KEY ISSUES:

- The Subject Property, zoned Manufacturing and is surrounded by manufacturing uses on the north, west, and east sides, is located directly north of the Northrop Grumman facility in Rolling Meadows. The developer received previous site plan approval (in July 2019) for another warehouse/distribution development. This subsequent request will provide another design alternative for the developer to pursue.
- The table below summarizes the differences between the previous and current site plans submitted for review:

	Previous Site Plan	Proposed Site Plan
Building Size	337,800 sq. ft.	161,982 sq. ft.
Building Height	43' (top of parapet)	43' (top of parapet)
Parking Spaces	383 & 26 trailer	482 & 0 trailer
Truck Delivery Stations	50	20

- Conor Commercial is proposing to construct an approximately 162,000 square foot spec warehouse/distribution building, with a building height of 43 feet (the maximum allowable height, not abutting single-family residential districts is 60 feet/4 stories). The building's front yard setback must comply with the M District's minimum setback requirement of 30 feet.
- The site demolition and remediation of the existing building has been completed, and they are targeting completion of construction in September 2020.
- As a component of the Site Plan Review submission, the Petitioner submitted a Traffic Impact Study for the proposed warehouse/distribution use, which analyzed the existing conditions, no-build conditions, projected conditions, and net increase in traffic to be generated by the proposed warehouse.
- The study was reviewed by Staff and concludes that there is sufficient capacity within both the signalized access into the site (north side) and full access on the south side of the site to accommodate the proposed use. It further indicates a

low traffic impact on the surrounding roadway network and further recommends that the southern access drive should be under stop sign control.

- The proposed use is permitted and the submitted site plan complies with the applicable bulk standards of the Zoning Ordinance. A full building permit application and plan submission was also submitted to the Village and is under review.

ALTERNATIVES:

1. Approve an ordinance granting site plan approval to allow the construction of a new warehouse/distribution building at 317 S. Hicks Road.
2. Do not approve an ordinance granting site plan approval to allow the construction of a new warehouse/distribution building at 317 S. Hicks Road.

RECOMMENDATION:

Based on its compliance with the applicable Zoning Ordinance requirements, Staff recommends approval of the proposed warehouse/distribution building at 317 S. Hicks Road.

ACTION REQUIRED:

Consider an ordinance granting site plan approval to allow the construction of a new warehouse/distribution building at 317 S. Hicks Road.

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

Consider a Motion Authorizing the Mayor to Execute a License Agreement to Allow a Light and Fence in a Portion of the Garden Avenue Public Right-of-Way

BACKGROUND:

The owners of 321 E. Garden Avenue had fencing and a coach light located within dedicated public right-of-way. This appears to have been installed when the area was unincorporated. The developer of the Ayreshire subdivision removed these items to install the public storm sewer on Garden Avenue and would like to reinstall them at the homeowner's request. A License Agreement is required to replace and maintain the coach light and fencing within the public right-of-way.

KEY ISSUES

- The Village and Property Owner may terminate the License Agreement upon removal of the coach light or fence.
- The owner shall be responsible for maintenance of the light and fence, but the Village retains the right to remove them if the owner fails to do so.
- The replacement fence and light would be located in the Garden Avenue right-of-way in the same locations as they existed prior to their removal.

ALTERNATIVES:

1. Execute the License Agreement.
2. Do not execute the License Agreement.

RECOMMENDATION:

Staff recommends executing the License Agreement, subject to review by the Village Attorney, for a portion of the right-of-way adjacent to 321 E. Garden Avenue.

ACTION REQUIRED:

Motion to execute a License Agreement, subject to review and approval by the Village Attorney, for a portion of the right-of-way adjacent to 321 E. Garden Avenue.

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

Consider a Motion Waiving the Bidding Requirements and Authorizing the Village Manager to Negotiate a Contract with John Neri Construction Company for an Emergency Culvert Replacement on Lynda Drive

BACKGROUND:

This summer the Village of Palatine installed a new watermain in various locations throughout the Village as part of the pressure zone revision project. On Lynda Drive, the new watermain was directionally drilled at approximately 4-feet below a road culvert pipe. During final inspections, the existing culvert bottom was found to have failed as a result of the watermain installation and is now heaved approximately 12" above the bottom of the creek floor. Due to the impact the existing condition would cause to creek operation in snow melt or severe rains, an emergency replacement is recommended.

KEY ISSUES:

- The existing culvert is galvanized steel with flared end sections. Repairing in part is not practical. A proposed replacement would be the same size and configuration to maintain the existing conditions and ensure that no hydraulic change is introduced to the road crossing.
- The work is proposed to begin in early February 2020 and be expedited by the contractor to restore normal creek flow prior to the spring snow melt.
- The proposed construction work includes: installation of a temporary dam upstream of the culvert, pumping of the water upstream of the dam to downstream of the work, removal and replacement of the culvert, and installation of rip-rap and other materials around the culvert to final elevation.
- The Village submitted the required joint permit application to the U.S. Army Corps of Engineers for this work.
- The contractor who installed the watermain was approached for a price to complete the necessary work. His price seemed exorbitant to Staff (\$156,215). Other contractors who have demonstrated a capability to perform similar work for the Village in the past were solicited. Two additional prices were obtained ranging from \$104,442 to \$80,573.
- John Neri Construction Company, Incorporated, of Addison, Illinois, provided the lowest cost of \$80,573.

ALTERNATIVES:

1. Approve the waiver of the bidding requirements and authorize the Village Manager to negotiate and award a contract with John Neri Construction for an emergency culvert replacement on Lynda Drive in an amount of \$80,537..
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the formal bid process be waived and the Village Manager be authorized to execute a contract with John Neri Construction.

BUDGET IMPACT:

Water capital funds are available to accommodate this proposed work. The pressure zone revision project which initiated the need for this emergency culvert replacement

was completed at approximately \$100,000 less than the original contract award value.

ACTION REQUIRED:

Motion to waive the formal bidding requirements and authorize the Village Manager to negotiate and award a contract with John Neri Construction Company, Incorporated for an emergency culvert replacement on Lynda Drive in an amount of \$80,573.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Scott Lamerand, District 2 Councilman

SECONDER: Kollin Kozlowski, District 5 Councilman

AYES: Millar, Lamerand, Solberg, Kozlowski, Helms

ABSENT: Doug Myslinski

Consider an Ordinance Approving a Cable Television Franchise Agreement Between Comcast of Illinois VI, LLC and the Village of Palatine

BACKGROUND: The Village of Palatine approved a renewed franchise agreement ("Agreement") with Comcast of Illinois VI, LLC on October 21, 2009. This Agreement, which contained a 10 year term, was jointly negotiated between the municipalities of Palatine, Hoffman Estates, Rolling Meadows, Elk Grove Village, and Buffalo Grove, and representatives of Comcast.

In December, 2010, Comcast and the Metropolitan Mayors Caucus concluded negotiations on a "Template" agreement with Comcast that was intended to create a document consistent with the provisions set forth in the Illinois Cable and Video Competition Act, and the Illinois Cable and Video Consumer Protection Law, as well as with FCC regulations for incumbent cable providers and new entrants that were enacted in 2007. The Template intentionally left open a section of the document addressing Public, Educational, and Government (PEG) Access programming for direct negotiation, as needs regarding PEG programming differ from community to community. In addition, there were some other differences between the Template and agreements such as Palatine's that were approved prior to December 2010.

KEY ISSUES:

In 2019, the municipalities of Palatine, Hoffman Estates, Rolling Meadows, Elk Grove Village, and Buffalo Grove once again negotiated with Comcast for a renewed cable franchise agreement. The following outlines the highlights of the proposed agreement:

- **Term:** The proposed term is 10 years, which is consistent with the term of the previous franchise agreement.
- **Gross Revenues:** The definition of Gross Revenues will be expanded, allowing gross revenues to be derived from any lawful cable service carried over the cable system, and only specifies categories of exclusions. Under the previous agreement, the definition listed several specific sources of gross revenues from which franchise fees are derived. Although these sources were not exclusive, some sources have changed since the previous agreement was enacted 10 years ago.
- **Franchise Fees:** The Village's franchise fee will remain at 5% of Gross revenues. That said, the revenue base may be larger due to the changes in the definition of Gross Revenues. However, any expansion to the base revenues may be partially or totally offset due to declining subscriber numbers (resulting from "cord cutters" that are migrating to streaming video services).
- **PEG Access & Related Issues:** Once again, Palatine will be able to utilize Channel 6 & 18 for programming. The agreement also establishes a pathway toward implementing HD programming on Channel 6 by 2023 (or sooner), subject to established benchmarks being met. The agreement also includes the opportunity for the Village to obtain pass-through funds from subscribers for PEG

capital support. The previous agreement included a cap of \$0.35 per subscriber/month, while the proposed agreement sets a cap of \$1 per subscriber/month. These funds can only be used for capital equipment and the Village would be required to submit a capital plan/budget to Comcast. While the Village has never implemented this option, it will still exist under the proposed agreement.

As of today, Hoffman Estates and Elk Grove Village have approved the new franchise agreement, while Rolling Meadows and Buffalo Grove are likely to consider during upcoming February meetings.

ALTERNATIVES:

1. Approve the ordinance authorizing the Village to execute the Renewed Cable Franchise Agreement with Comcast.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ACTION REQUIRED:

A motion to approve the ordinance authorizing the Village to execute the Cable Television Franchise Agreement with Comcast.

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Doug Myslinski

Consider an Ordinance Approving an Amended and Restated Water Supply Contract Between Northwest Water Commission and Arlington Heights, Buffalo Grove, Palatine and Wheeling

BACKGROUND: In 1982, the Village of Palatine became part of the Northwest Water Commission. The Water Commission provides the Village with Lake Michigan water for use by our residents and businesses. The membership in the Water Commission has provided dependable quality water at a very reasonable price. The initial term of the Agreement is nearing its termination.

KEY ISSUES: In 2014, the Village of Palatine, along with Buffalo Grove, adopted an Amended Agreement. Wheeling subsequently adopted the Agreement with a very minor change that didn't change the intent of the agreement. This change would necessitate Palatine and Buffalo Grove to adopt an updated Agreement following approval in Arlington Heights.

Through a change in administrations in Arlington Heights, this matter did not move forward until January, 2020. The Village of Arlington Heights unanimously adopted the Agreement and now Palatine and Buffalo Grove need to adopt the Agreement so all communities are operating under the same agreement.

The agreement would have a term of 40 years which allows the Commission to pursue contract negotiations with Evanston for a new supply agreement as well as pursue other long term supply options for Lake Michigan Water.

The only modification from what was approved in 2014 is the First sentence of Paragraph 10 that provides some modifications to the contract in the future would need approval of the communities elected bodies.

ALTERNATIVES:

1. Approve an ordinance amending and restating the Water Supply Contract.
2. Do not approve an ordinance and pursue a separate water supply option.

RECOMMENDATION:

Staff recommends approval of an ordinance authorizing the Mayor to execute an Amended and Restated Water Supply Contract with the Northwest Water Commission.

ACTION REQUIRED:

A motion to approve an ordinance authorizing the Mayor to execute an Amended and Restated Water Supply Contract with the Northwest Water Commission.

ATTACHMENTS:

- ORD Amended and Restated Water Supply Contract NWC
- Water Commission Amended Agreement

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Scott Lamerand, District 2 Councilman

SECONDER: Kollin Kozlowski, District 5 Councilman

AYES: Millar, Lamerand, Solberg, Kozlowski, Helms

ABSENT: Doug Myslinski

ORDINANCE NO. _____

**ORDINANCE APPROVING THE AMENDED AND
RESTATED WATER SUPPLY CONTRACT BETWEEN THE
NORTHWEST WATER COMMISSION AND ITS MEMBER COMMUNITIES**

WHEREAS, the Village of Palatine is a member of the Northwest Water Commission (hereinafter referred to as the "Commission") a water commission created under Chapter 65, Article 11, Division 135, Illinois Compiled Statutes (65 ILCS 5/11-135-1 et seq.), along with the Villages of Arlington Heights, Buffalo Grove, and Wheeling, municipal corporations in Cook and Lake Counties, Illinois, collectively referred to as "Members"; and

WHEREAS, the Commission has been created to acquire and operate a common source for supply of water and to develop facilities of sufficient capacity to furnish an adequate supply of potable water to Commission members and customers; and

WHEREAS, the Commission has entered into a Water Supply Contract with the City of Evanston, dated March 4, 1981, as amended, in order to have available Lake Michigan water in the quantities contracted to be sold by it to its Members; and

WHEREAS, the Commission and each of its Members have previously entered into substantially identical Northwest Water Commission Water Supply Contracts dated April 6, 1981, and have amended said Water Supply Contracts by entering into substantially identical First Amendments thereto; and

WHEREAS, the Commission and its Members have previously on April 4, 1983 entered into a First Amended Water Supply Contract ("1983 Agreement"), an Amendment to the 1983 Agreement dated September 5, 1990, and a Second Amendment to the 1983 Agreement dated September 20, 1993; and

WHEREAS, the Commission and the Municipalities desire to enter into the attached Amended and Restated Water Supply Contract ("Contract") in order to consolidate the provisions of the aforementioned Water Supply Contracts and Amendments, extend the term, and to provide for other necessary and appropriate amendments to said contracts, amendments, and agreement; and

WHEREAS, by entering into the Contract, the Village intends that the Contract shall supersede the aforementioned contracts and amendments and that from and after the effective date of the attached Contract said contracts and amendments shall become null and void and that the attached Contract shall thereupon become the entire agreement between and among the Commission and the Village with regard to the matters addressed herein; and

WHEREAS, by the execution of the attached Contract, the Village is surrendering none of its rights to the ownership and operation of its Municipal Systems, nor is the Commission surrendering any of its rights to the ownership and operation of its Water Supply System, but each expressly asserts its ownership of and continued right to operate such Systems consistent with the Contract; and

WHEREAS, the Mayor and Village Council of the Village of Palatine have determined it to be in the best interest of the Village of Palatine and its citizens that the "Amended and Restated Water Supply Contract Between the Northwest Water Commission and the Village of Arlington Heights, the Village of Buffalo Grove, Village of Wheeling and the Village of Palatine" be approved and executed on behalf of the Village of Palatine by its duly authorized officials; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Village Council of the Village of Palatine, County of Cook, State of Illinois:

SECTION 1: The Amended and Restated Water Supply Contract Between the Northwest Water Commission and the Village of Arlington Heights, the Village of Buffalo Grove, Village of Palatine, and Village of Wheeling, a copy of which is attached to this Ordinance, and by this reference incorporated herein and made a party hereof, be and the same hereby is approved.

SECTION 2: The Mayor and Village Clerk of the Village of Palatine are hereby authorized and directed to execute the aforesaid Amended and Restated Water Supply Contract on behalf of the Village of Palatine.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

PASSED: This _____ day of _____, 2020.

AYES: _____ NAYS: _____ ABSENT: _____ PASS: _____

APPROVED by me this _____ day of _____, 2020.

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this:

_____ day of _____, 2020

Village Clerk

AMENDED AND RESTATED WATER SUPPLY CONTRACT

BETWEEN

THE NORTHWEST WATER COMMISSION

AND

THE VILLAGE OF ARLINGTON HEIGHTS

THE VILLAGE OF BUFFALO GROVE

THE VILLAGE OF PALATINE

THE VILLAGE OF WHEELING

DATED _____, 2020

Attachment: Water Commission Amended Agreement (Amended and Restated Water Supply Contract (CA))

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**AMENDED AND RESTATED
WATER SUPPLY CONTRACT
BETWEEN THE
NORTHWEST WATER COMMISSION
AND
THE VILLAGE OF ARLINGTON HEIGHTS, THE VILLAGE OF BUFFALO GROVE,
THE VILLAGE OF PALATINE, AND THE VILLAGE OF WHEELING**

THIS AMENDED AND RESTATED WATER SUPPLY CONTRACT (hereinafter referred to as this "Contract") made and entered into as of this ____ day of _____, 2020, by, between and among the NORTHWEST WATER COMMISSION (hereinafter referred to as the "Commission") a water commission created under Chapter 65, Article 11, Division 135, Illinois Compiled Statutes (65 ILCS 5/11-135-1, et seq.), and the VILLAGE OF ARLINGTON HEIGHTS (hereinafter sometimes referred to as "Arlington Heights"), the VILLAGE OF BUFFALO GROVE (hereinafter sometimes referred to as "Buffalo Grove"), the VILLAGE OF PALATINE (hereinafter sometimes referred to as "Palatine"), the VILLAGE OF WHEELING (hereinafter sometimes referred to as "Wheeling"), municipal corporations in Cook and Lake Counties, Illinois acting under the Constitution and laws of the State of Illinois, and each of them, (hereinafter sometimes referred to individually as the "Municipality" and collectively as the "Municipalities"),

WHEREAS, the Commission has been created to acquire and operate a common source of supply of water and to develop facilities of sufficient capacity to furnish an adequate supply of potable water to Commission members and customers; and

WHEREAS, each of the Municipalities has received from the State of Illinois Department of Transportation an allocation of Lake Michigan water as detailed in said Department's Administrative Opinion and Order LMO 80-4 and, in the case of Palatine, as modified in said Department's Administrative Opinion and Order LMO 81-3; and

WHEREAS, the Commission has entered into a Water Supply Contract with the City of

Evanston, dated March 4, 1981, as amended, (hereinafter referred to as the "Evanston Contract") in order to have available Lake Michigan water in the quantities herein contracted to be sold by it to the Municipalities; and

WHEREAS, the Commission and each of the Municipalities have previously entered into substantially identical Northwest Water Commission Water Supply Contracts dated April 6, 1981, and have amended said Water Supply Contracts by entering into substantially identical First Amendments thereto dated March 15, 1982, in the case of Arlington Heights, Buffalo Grove and Wheeling, and dated March 8, 1982 in the case of Palatine; and

WHEREAS, the Commission and the Municipalities have previously on April 4, 1983 entered into a First Amended Water Supply Contract ("1983 Agreement"), an Amendment to the 1983 Agreement dated September 5, 1990 and a Second Amendment to the 1983 Agreement dated September 20, 1993; and

WHEREAS, each of the Municipalities owns its own waterworks system (hereinafter referred to as the "Municipal Systems" and generally depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof), and is desirous of ensuring an adequate and dependable public water supply; and

WHEREAS, the Commission and the Municipalities desire to enter into this Contract in order to consolidate the provisions of the aforementioned Water Supply Contracts, First Amendments, and to provide for other necessary and appropriate amendments to said contracts, amendments and agreement; and

WHEREAS, by entering into this Contract, the parties intend that it shall supersede the aforementioned contracts and amendments and that from and after the effective date of this Contract said contracts and amendments shall become null and void and that this Contract shall

thereupon become the entire agreement between and among the Commission and the Municipalities with regard to the matters addressed herein; and

WHEREAS, the parties each hereby acknowledge that the Commission will use this Contract as the basis for obtaining credit through the issuance of the Commission's Bonds or other instruments of debt as authorized by law and as the source of funds for payment of the principal of premium, if any, and interest on such Bonds, for the payment of its construction, maintenance and operating expenses, and for the establishment and maintenance of accounts and reserves for such purposes as may be required or authorized by applicable statutes and the ordinance or ordinances authorizing the issuance of the Bonds or other instruments of debt; and

WHEREAS, by the execution of this Contract, the Municipalities are surrendering none of their rights to the ownership and operation of their respective Municipal Systems, nor is the Commission surrendering any of its rights to the ownership and operation of its Water Supply System, but each expressly asserts its ownership of and continued right to operate such Systems consistent with this Contract;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and pursuant to authority under the Constitution and laws of the State of Illinois, and particularly Chapter 65, Article 11, Division 135, Illinois Compiled Statutes (65 ILCS 5/11-135, et seq.), 2012; Article VII, Section 10 of the Illinois Constitution of 1970; Chapter 127, Section 741 et seq., Illinois Compiled Statutes, 2012; and the home rule powers of the Municipalities, the Commission and the Municipalities hereby agree as follows:

1. Water Supply.

(a) Quantity. Subject to the provisions stated in this Contract, each of the Municipalities agrees to purchase from the Commission and the Commission agrees to sell to each

of the Municipalities, an amount of Lake Michigan water necessary from time to time to serve the full water requirements of all present and future customers of the respective Municipalities Municipal Systems, including municipal use, system leakage and metering losses, located within or without the corporate limits of such Municipalities (hereinafter referred to as the Municipalities respective "Full Water Requirements"); provided, however, that the Commission's obligation to deliver water to each Municipality hereunder during each calendar year shall be limited to a maximum annual amount determined on the basis of that Municipality's average daily water allocation in effect for such calendar year as set forth in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof (hereinafter referred to as each Municipality's "Allocation"); and provided further that the maximum quantity of water that the Commission shall be required to deliver to any Municipality in any one day shall be an amount equal to 1.8 times that Municipality's then average daily water allocation as set forth in Exhibit B.

(b) Quality. The Commission shall provide in any and all contracts for its water supply that all water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for establishing public water supply standards. The Commission shall use its best efforts to prevent contamination during transmission from said point of delivery to the Municipalities respective Points of Delivery. The Commission shall not, however, be responsible for water treatment except to the extent necessary to maintain bacteriological standards in accordance with applicable regulations.

(c) "Take-or-Pay" Obligation. Notwithstanding any other provision of this Contract, if at any time any Municipality shall fail to take from the Commission its Full Water Requirements for whatever reason, that Municipality shall nevertheless be deemed to be taking

such Full Water Requirements from the Commission for purposes of determining payments due the Commission under Paragraph 5 hereof. Each of the Municipalities hereby acknowledges its unconditional obligation to make all payments coming due under Paragraph 5 on the basis of its Full Water Requirements regardless of whether all or any portion of its Full Water Requirements are or are not received from or delivered by the Commission, regardless of the reason for any failure to receive or deliver such Full Water Requirements.

(d) Commission Obligation. The Commission shall use its best efforts to remain in a position to furnish water as herein contracted to be sold to the Municipalities, but its obligation hereunder shall be limited by the completion and capacity of the Commission's Water Supply System; the amount of water from time to time available to the Commission, accounting for ordinary transmission loss, including standard metering error, between the Commission's source of supply and the Points of Delivery; and contracts between the Commission and its other customers. The Commission undertakes to use reasonable care and diligence to provide a constant supply of water as herein provided for, but reserves the right at any time to turn off the water in its mains for emergency and maintenance purposes. The Commission shall give forty-eight (48) hours' notice of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(e) Curtailments. In the event that it should become necessary for the Commission to limit the delivery of water through its Water Supply System for any reason, each of the Municipalities shall be entitled to receive during such period of curtailment its respective pro-rata share, based upon the Municipalities' actual usage in the prior Service Year. Nothing in this Contract shall be construed to prohibit the Municipalities or any of them from serving their customers in cases of emergency from any source other than the Commission, including wells

owned by the Municipalities and maintained for emergency use in accordance with applicable Rules of the Illinois Department of Transportation. It is expressly understood and agreed, however, that each of the Municipalities shall nevertheless be deemed to be taking its respective Full Water Requirements during any such period of curtailment or emergency for the purpose of determining payments due from it to the Commission under Paragraph 5 hereof, and no such curtailment or emergency shall in any way affect or relieve the Municipalities' respective payment obligations hereunder.

2. Storage, Delivery, Distribution and Conservation.

(a) Municipality Storage Requirement. Each of the Municipalities shall provide facilities adequate at all times to receive all water required to be delivered hereunder, and shall provide storage capacity for not less than their respective average daily water allocations from time to time as set forth in Exhibit B hereto.

(b) Points of Delivery. Each Municipality's "Points of Delivery" shall be defined as the points of outlet where the water delivered hereunder leaves the Commission's Water Supply System and enters such Municipality's receiving storage facilities. The Points of Delivery of water to the Municipalities from the Commission's Water Supply System shall be at the following approximate locations and maximum required elevations:

Arlington Heights:

1. 3702 N. Kennicott Avenue — 777.0' U.S.G.S.
2. 1405 W. Kirchoff Road — 739.0' U.S.G.S.
3. 222 N. Ridge — 749.0' U.S.G.S.
4. 2302 N. Arlington Heights Road — 747.2' U.S.G.S.

Buffalo Grove:

1. 400 LaSalle Lane — 683.25' U.S.G.S.
2. 120 Horatio Boulevard — 678.0' U.S.G.S.
3. 345 S. Arlington Heights Road — 731.0' U.S.G.S.
4. 525 N. Arlington Heights Road — 703.25' U.S.G.S.

Palatine:

1. Palatine High School — 781.33' U.S.G.S.
2. Salt Creek at Michigan Avenue — 763.68' U.S.G.S.

Wheeling:

1. Commonwealth Ed./Soo Line R-O-W South of Lake Cook Road — 695.00' U.S.G.S.
2. Wheeling Road North of Hintz Road — 695.00' U.S.G.S.
3. Commonwealth Ed. R-O-W North of Old Willow Road — 695.00' U.S.G.S.

The location of Points of Delivery may change from time to time upon a unanimous vote of the Commissioners. A current list of all Points of Delivery shall be kept at the offices of the Commission. A change in the Points of Delivery shall not require an amendment to this Contract.

(c) Delivery Pressure. Water shall be delivered at atmospheric pressure such that an air gap exists between the Commission's Water Supply System and each Municipality's receiving storage facilities; provided, however, that in the case of Wheeling's Points of Delivery, where water may be delivered at direct pressure during such periods, if any, when delivery conditions are such that delivery takes place at a point higher than the maximum required elevation, and in the case of Buffalo Grove's second Point of Delivery (120 Horatio Boulevard), where a water line connecting a Village well to the receiving storage facility and to Buffalo Grove's

Municipal System intersects the Water Supply System at a point located between the Commission's meter and said Point of Delivery, backflow prevention equipment will be provided and maintained in good working order at all times.

(d) Operation of Municipal Systems. Each of the Municipalities agrees to operate its Municipal System from the Points of Delivery on to the consumer in such a manner as to at no time place the Commission and its Water Supply System in jeopardy of failing to meet (1) the regulations of any agency or governmental authority having jurisdiction over the operation of public water supply systems or (2) the commitments the Commission has to its other customers and to its water suppliers. Each of the Municipalities also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or the quality of the water to be received hereunder or the Commission's Water Supply System or water supply. Each of the Municipalities further agrees to take reasonable measures to conserve water.

3. Measuring Equipment.

(a) Commission Meters and Records. The Commission shall furnish, install, operate, maintain, repair and replace at its own expense at the Points of Delivery such metering equipment of a type meeting the standards of the American Water Works Association (hereinafter referred to as "AWWA") as shall be necessary for measuring properly the quantity of water delivered under this Contract, together with such structures as the Commission shall deem necessary to house such equipment and devices. The measurement of water delivered to the Municipalities shall be by said equipment. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located upon land in which an ownership interest or appropriate easement rights

have been provided to the Commission by the respective Municipalities for such purpose. Both the Commission and the respective Municipalities shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment of the equipment shall be done only by the employees or agents of the Commission, not more than once in each calendar year, the Commission shall, if so requested in writing by any Municipality, calibrate its meters in the presence of representatives of each of the Municipalities. The parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary.

For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of any Municipality, the Commission will give such Municipality a copy of such journal or record book, or permit the Municipality to have access thereto in the office, of the Commission during regular business hours.

(b) Municipality Check Meters. Each of the Municipalities may, at its option and own expense, install and operate a check meter to check each meter installed by the Commission at such Municipality's Points of Delivery, but except in the cases hereinafter specifically provided to the contrary, the measurement of water for the purpose of this Contract shall be solely by the Commission's meters. All such check meters shall be of standard make, shall meet AWWA standards, and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by the respective Municipalities, except during any period when a check meter may be used pursuant to the provisions hereof for measuring the amount of water delivered, in which case

the calibration and adjustment thereof shall be made by the Commission with like effect as if such check meter or meters had been furnished and installed by the Commission. Any calibration of such meters shall be done only in the presence of a representative of the Commission and the parties shall jointly observe any adjustment in case any adjustment is necessary.

(c) Unit of Measurement. The unit of measurement for water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties otherwise agree, be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

(d) Meter Inaccuracy; Estimated Quantities. If any party hereto at any time observes a variation between a delivery meter and any check meter, or any other evidence of meter malfunction, such party shall promptly notify all of the other parties and the parties hereto shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment.

If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), the registration thereof shall be corrected, by agreement of the parties based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months.

If for any reason any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the

parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (1) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (2) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering other data deemed relevant by the Parties, including but not limited to deliveries during preceding periods when the meter or meters were registering accurately. During any period of such disagreement, the Commission's estimate of water delivered shall be used for the purpose of computing payments due under this Contract, and any adjustments based upon later resolution of such disagreement shall be made by appropriate adjustments to the quarterly installment payments of the affected Municipalities' Annual Charges remaining to be paid during the Service Year.

(e) Notice of Tests, Calibrations and Adjustments. Each party shall give the other parties forty-eight (48) hours' notice of the time of all tests, calibrations and adjustments of meters so that the other parties may conveniently have a representative present. If said representatives are not present at the time set in such notice/testing, calibration and adjustment, then the party may, notwithstanding any other provision of this Paragraph, proceed in the absence of said representatives.

4. Satisfaction of Payment Obligations under 1983 Agreement.

(a) It is hereby understood and agreed that all payments required pursuant to Paragraph 4 of the 1983 Agreement have been paid.

5. Charges; Computation and Terms of Payment.

(a) Annual Charges. Each of the Municipalities agrees to pay the Commission,

during each "Service Year," an "Annual Charge" which shall be the respective "Municipality's Share" of the Commission's "Net Annual Cost".

The "Service Year" shall extend from May 1 to April 30. The dates for a service year may be changed by majority vote of the Commissioners. Each "Municipality's Share" shall be a fraction of which (1) the numerator is the amount of water delivered (or deemed to be delivered under subparagraph 1(c) above if less than its Full Water Requirements are taken) to that Municipality by the Commission during the prior twelve consecutive month period ended on December 31 immediately preceding the start of the Service Year in question and (2) the denominator is the total amount of water delivered (or deemed to be delivered under subparagraph 1(c) above if less than their total Full Water Requirements are taken) to all of the Municipalities by the Commission during such twelve consecutive month period.

The Commission's "Net Annual Cost" shall be an amount determined by the Commission as the excess of "Commission Expenses" over "Commission Receipts" during the Service Year. "Commission Expenses" shall be those amounts determined from time to time by the Commission to be necessary: (1) to pay, as they come due, the costs of operation and maintenance of the Commission's Water Supply System, including those charges payable by the Commission under the Evanston Contract; (2) to pay, as they come due, the principal of, at maturity or pursuant to mandatory redemption requirements, premium, if any, and interest on any loans obtained or bonds issued by the Commission; (3) to provide an adequate depreciation fund for the Commission's Water Supply System as determined by the Commission on the basis of its statutory duties and its obligations under the Bonds and the ordinance or ordinances authorizing the issuance of the Bonds; (4) to comply with the covenants of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; (5) to meet parity bond requirements of the

ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; (6) to repay all obligations incurred by the Commission for which other adequate provision has not been made; and (7) to fund other such reserves as are deemed appropriate and prudent by the Commission.

Commission Receipts shall be those amounts (if any) determined from time to time by the Commission to be available from (1) rates and charges to be collected by the Commission under water service contracts with Commission customers or members other than the Municipalities; (2) any other revenues (other than revenues collected by the Commission pursuant to this Contract) to be collected by the Commission for or with respect to the use or services of its Water Supply System; (3) interest to be credited to the Water Fund established by the initial ordinance authorizing the issuance of any loans obtained or bonds issued by Commission; and (4) any surplus on hand, without regard to its source, and, in the sole discretion of the Commission, available to the Commission to pay or provide for Commission Expenses during the Service Year.

The Commission's financial books and records shall be audited annually by a qualified independent certified public accountant. Each of the Municipalities shall be provided with a report of each such annual audit.

On or before two months prior to the commencement of a new fiscal year, the Commission shall prepare a budget for the next following Service Year and shall in such budget determine the Net Annual Cost and each Municipality's Share thereof, and each Municipality's Annual Charge for the next following Service Year. The Commission shall then deliver to each of the Municipalities a statement of such Net Annual Cost, that Municipality's Share thereof and its Annual Charge, which statement shall include a detailed explanation of the computations thereof. Said statement shall serve as the basis for each Municipality's payment of its Annual Charge during

the said next following Service Year.

Following receipt of the aforesaid statement each of the Municipalities shall pay to the Commission, without further demand by the Commission, said Municipality's Annual Charge. Said Annual Charge shall be paid in advance in four installments as follows: 30% of the Annual Charge on or before May 1 and August 1, and 20% of the Annual Charge on or before November 1 and February 1 of each Service Year. Payments under this Contract shall be made to the Commission at its principal office or, upon written notice to the Municipalities, directly to a bank or trust company selected by the Commission as a depository of funds received hereunder to carry out the purposes of this Contract.

Throughout the duration of each Service Year, the Commission shall analyze and, if necessary, revise its budget and review each Municipality's Share and its Annual Charge required hereunder to determine if such Annual Charges are sufficient to meet the Commission's reasonably foreseeable obligations as they come due and to determine if said Municipality's Shares are equitable as among the Municipalities. In the event that such Annual Charges are deemed not sufficient for any reason, or in the event that such Municipality's Shares are deemed inequitable due to any substantial unforeseen change in any Municipality's water needs, the Commission shall adjust any or all of the Municipalities' Annual Charges to provide sufficient and equitable amounts provided, however, that in no event shall the Municipalities' Annual Charges, taken together, be less than an amount sufficient to cover the Net Annual Cost; and, provided further, that no such adjustment shall be permitted if, as a result, the Commission would not be able to meet Commission Expenses as they came due or if such adjustment would violate any Commission obligation under any loans obtained or bonds issued by Commission or the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission. A detailed

statement setting forth the reason for any such adjustments and the calculation thereof shall be delivered to each of the Municipalities no less than thirty (30) days prior to the due date of the first installment payment to be based thereon. Any additional amounts due the Commission or reductions due any Municipality pursuant to any such adjustment shall be paid or credited, as the case may be, in equal installments as part of the installment payments remaining to be paid during the Service Year in question.

In addition to any adjustments that may be made pursuant to the foregoing paragraph, the Commission may also bill the Municipalities for their respective Municipality's Shares of any amounts required by the Commission to cover any final Quantity Charge issued by the City of Evanston or any other water supplier to the Commission pursuant to the provisions of the Evanston Contract or contract with any other water supplier, and each of the Municipalities hereby agrees to pay the amount of any such bill to the Commission within 21 days after delivery by the Commission of such bill.

(b) Guarantee Payment. In the event that any Municipality shall fail to make in full any quarterly installment payment claimed by the Commission to be due under subparagraph 5(a) hereof, and such non-payment shall continue for a period in excess of thirty (30) days from the due date, each of the other, non-defaulting Municipalities agrees that it shall, on each of its regular quarterly installment payment dates following such non-payment and until all arrearages, including any additional non-payments by the defaulting Municipality, have been eliminated, make, in addition to all other payments hereunder required, a quarterly "Guarantee Payment" which shall be calculated by multiplying its "Guarantee Share" by the "Guarantee Revenue Need".

Each non-defaulting Municipality's "Guarantee Share" shall be a fraction of which (1) the

numerator is the amount of water delivered, or deemed to be delivered under subparagraph 1(c) hereof, to that Municipality during the most recent quarterly billing period for which the Commission has complete data and (2) the denominator is the total amount of water delivered, or deemed to be delivered under subparagraph 1(c) hereof, during the same quarterly period to all of the Municipalities which are then not in default in their payments due to the Commission pursuant to this Paragraph 5.

The "Guarantee Revenue Need" shall be an amount determined by the Commission to be necessary to be collected on or before the next quarterly installment payment date in order to permit the Commission to meet all of its obligations as they come due, including amounts sufficient: (1) to pay the costs of operation and maintenance of the Water Supply System, including those charges payable by the Commission under the Evanston Contract; (2) to provide an adequate depreciation fund for the Water Supply System as determined by the Commission on the basis of its statutory duties and its obligations under any loans obtained or bonds issued by Commission and the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; (3) to pay the principal of, at maturity or pursuant to mandatory redemption requirements, premium, if any, and interest on the Bonds; (4) to comply with the covenants of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; and (5) to carry out the Commission's corporate purposes and powers, notwithstanding the defaulting Municipality's failure to make the payments claimed to be due from it under this Paragraph 5. For purposes of this subparagraph (b), a "sufficient" amount shall mean an amount adequate, when taken together with any and all other amounts available, in the sole discretion of the Commission, to enable the Commission to meet its obligations and responsibilities as they come due, including without limitation the making of all deposits required

to be made under the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission.

The Commission agrees to notify each non-defaulting Municipality of the amount of any Guarantee Payment required under this subparagraph (b) at least 30 days in advance of the next quarterly installment payment date, to supply the Municipality with all supporting calculations, and to certify to the Municipality that the Guarantee Payment is necessary to permit the Commission to meet its obligations as they come due. The Commission further agrees to advise the non-defaulting Municipalities of steps being taken to cure the default.

Nothing in this subparagraph (b) shall be construed to relieve the defaulting Municipality of its obligation to make all payments due hereunder, calculated in accordance with subparagraphs 5(a) and without regard to this subparagraph (b), or to limit the rights of the Commission, the non-defaulting Municipalities, the holders of any loans obtained or bonds issued by Commission or any trustee appointed for the benefit of the holders of any loans obtained or bonds issued by Commission from enforcing this Contract at law or in equity, by specific performance, mandamus or otherwise.

The Commission agrees to reimburse the non-defaulting Municipalities for any additional sums paid by them as Guarantee Payments in accordance with this subparagraph (b), together with interest thereon at the rate of interest actually paid to the Commission on the past due amounts under subparagraph 6(b), by appropriate adjustments to the quarterly installment payments of the non-defaulting Municipalities' Annual Charges, at such time as the past due amounts have been paid to the Commission and become available in the Surplus Account or such other fund or account from which such reimbursement may be paid under the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; provided, however, that the parties

hereto hereby acknowledge and agree that the Commission's reimbursement obligation under this subparagraph (b) shall be subordinate to the Commission's obligations under the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission and applicable statutes.

(c) Commission Dissolution. In the event of a dissolution of the Commission, Commission assets shall be distributed to each of the Municipalities according to their respective percentage of water used in the prior five (5) Service Years.

6. Disputes and Defaults of Payment Obligations.

(a) Payment Disputes; Obligation to Make Disputed Payments; Right to Refund. In the event that any of the Municipalities desires to dispute all or any part of any payment claimed by the Commission to be due pursuant to this Contract, or the basis for any such payment, that Municipality shall nevertheless pay the full amount of such payment when claimed by the Commission to be due and shall provide written notification to the Commission, not later than the due date of such payment, that the payment is disputed, the grounds for dispute and the amount in dispute, and shall also provide a copy of such notification to each of the other Municipalities.

Upon any notification of dispute given as hereinabove set forth representatives of the Commission shall meet with representatives of the disputing Municipality to resolve such dispute. In the event that said representatives are unable to resolve the dispute within thirty (30) days following the date of notification the dispute shall be deemed unresolved, unless extended mutually by the parties, and the parties shall be allowed to pursue any and all remedies under this Contract. The existence of such dispute shall not excuse the Municipality in question from continuing to make all payments from time to time claimed by the Commission to be due under this Contract as such payments come due; provided, however, that should any such dispute be

finally resolved in favor of the Municipality so as to establish that excessive payments were demanded by the Commission and paid by said Municipality, the excess amounts of said payments, together with interest on such amounts at the highest legal rate payable by the Commission, not to exceed 75% of the prime rate of interest established by the largest bank in the State of Illinois measured in terms of total assets, shall be refunded to said Municipality by means of a credit on its first quarterly installment payment due for the Service Year next following the Service Year in which such dispute is finally resolved or on such earlier quarterly installment payment as may be agreed to by the Commission.

No Municipality shall be entitled to any adjustment or relief on account of any disputed charges unless the disputed charges are brought to the attention of the Commission within the time and in the manner herein specified, or within a reasonable period from the time the Municipality knew or should have known of the facts giving rise to the dispute.

(b) Payment Defaults. In the event that any Municipality shall fail to make, on or before the due date, any payment or portion thereof claimed by the Commission to be due pursuant to this Contract, interest on the amount of such payment or unpaid portion thereof shall, whether or not such payment is disputed, accrue during the period of non-payment at the then maximum legal rate payable by that Municipality, not to exceed 100% of the prime rate published by the Wall Street Journal measured in terms of total assets.

In the event that any payment or portion thereof claimed by the Commission to be due pursuant to this Contract is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion, and whether or not such payment is disputed, reduce or discontinue delivery of water to the defaulting Municipality until the amount claimed to be due to the Commission is paid in full with interest as herein specified. The

Commission shall give the defaulting Municipality ten (10) days notice of its intention to reduce or discontinue delivery of water in accordance with this subparagraph (b) and shall provide the defaulting Municipality a reasonable opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of water under such circumstances, the Municipality shall, nevertheless, continue to be liable to make all payments hereunder as if it were taking its Full Water Requirements.

(c) Remedies. In addition to the rights specified in subparagraph (b), the Commission, any non-defaulting Municipality, the holders of any loans obtained or bonds issued by Commission and any trustee appointed for the benefit of the holders of any loans obtained or bonds issued by Commission shall have all other rights and remedies available at law or in equity for breach of any of the provisions of this Contract, including the right to specifically enforce such provisions or to seek mandamus, which rights shall be available with respect to any and all payments claimed to be due hereunder, whether or not such payments are in dispute, it being the intent of the parties that said payments shall continue to be made during periods of dispute, subject to refund as provided in subparagraph 6(a) above in the event that such dispute is resolved in favor of a disputing Municipality.

7. Covenants.

(a) Conditions. It is expressly understood and agreed that any obligation on the part of the Commission to finance, construct, maintain, improve, expand, and operate the Water Supply System and to deliver water hereunder shall be conditioned upon the following: (1) receiving the necessary permits and approvals of all Federal, State and local governmental entities and agencies having jurisdiction over the project or any aspect of it; (2) sale of any loans obtained or bonds issued by Commission in an amount to provide for the construction and acquisition of

the Commission's Water Supply System; (3) the Commission's ability to obtain all necessary material, labor, and equipment necessary for construction and/or maintenance of the Commission's Water Supply System; (4) the Commission's ability to secure and maintain an adequate water supply under the Evanston Contract or through other available means; and (5) the respective Municipalities construction and maintenance of all equipment and facilities necessary to receive and take water from the Commission at the Points of Delivery.

(b) Continuous Supply; Additional Supplies. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing, and able to supply water to the Municipalities. The Commission shall also use its best efforts, consistent with its legal obligations to its other members and customers and consistent with fair and equitable treatment of all of its members, to supply the Municipalities with such additional amounts of water as may from time to time be allocated to any of them by the Illinois Department of Transportation over and above the allocation amounts set forth in Exhibit B hereto, but the Commission does not hereby guarantee to supply such additional amounts.

(c) Title; Liability; Hold Harmless. Title to all water supplied hereunder shall remain in the Commission to the Points of Delivery, and upon passing each Point of Delivery, title to the Water shall pass to the respective Municipalities. Each party hereto hereby agrees to save and hold the other parties harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation, delivery, and disposal of water while title is in such party. This covenant is not made for the benefit of any third party.

(d) Commission Charges and Rates Covenant. The Commission hereby covenants to establish such charges and rates for water supplied to the Municipalities as will be sufficient at all times (1) to pay the costs of operation and maintenance of its Water Supply System,

including those charges payable by the Commission under the Evanston Contract; (2) to provide an adequate depreciation fund for its Water Supply System as determined by the Commission on the basis of its statutory duties and its obligations under any loans obtained or bonds issued by Commission and the ordinance or ordinances authorizing the issuance of the Bonds any loans obtained or bonds issued by Commission; (3) to pay the principal of, at maturity or pursuant to mandatory redemption requirements, premium, if any, and interest on any loans obtained or bonds issued by Commission; (4) to comply with the covenants of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; and (5) to carry out its corporate purposes and powers.

For purposes of this subparagraph (d), a "sufficient" amount shall mean an amount adequate, when taken together with any and all other amounts available, in the sole discretion of the Commission, to enable the Commission to meet its obligations and responsibilities as they come due, including without limitation the making of all deposits required to be made under the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission.

(e) Municipality Charges and Rates Covenant, Each of the Municipalities hereby covenants to establish such charges and rates for water supplied by it to consumers as will be sufficient at all times (1) to pay the cost of operation and maintenance of its Municipal System, including those amounts necessary to pay the charges and rates established by the Commission hereunder; (2) to provide an adequate depreciation fund for such Municipal System; (3) to pay the principal of and interest on all of its revenue bonds payable from the revenues of its Municipal System and to meet all other requirements of any ordinances authorizing its revenue bonds for water or sewer purposes; and (4) to pay the charges and rates established by the Commission for

the sale of water by the Commission to the Municipalities.

For purposes of this subparagraph (e), a "sufficient" amount shall mean an amount adequate, when taken together with any and all other amounts which have been set aside, in cash or investments, in a separate account and legally designated, pledged and appropriated for the purpose of making payments due under Paragraph 5 of this Contract, to enable the Municipality to make all such payments as they come due.

(f) Additional Municipality Covenants. Each of the Municipalities further covenants: (1) to operate and maintain its Municipal System in good repair and working order so as at all times to be in a position to receive and distribute the water required to be purchased from the Commission pursuant to this Contract; (2) to continue to possess, control and operate its Municipal System and dispose of components of such System only to the extent that such components are no longer useful in the operation of the Municipal System, and not to mortgage or encumber such System (except for such pledge of revenues as may be required to issue its bonds payable from the revenues of said System in accordance with applicable law and the provisions of this Contract); (3) to carry insurance or other risk management protection on its Municipal System of the kinds and in the amounts which are customarily carried by parties operating similar facilities; (4) to use its best efforts to continue serving all current customers of its Municipal System, and to cause its Municipal System to be expanded to serve all future water users in the Municipality, all to the fullest extent allowable by law; (5) to use its best efforts to maintain in effect at all times a Lake Michigan water allocation that will satisfy its Full Water Requirements; (6) to provide the Commission with a report of all water taken from any source other than the Water Supply System within 10 days after the end of any calendar month in which it takes such water; (7) to provide for the segregation of all revenues from its Municipal System in a separate Municipality fund not to

be commingled with any other Municipality funds and to provide for the application of such revenues for purposes of making the payments due under Paragraph 5 hereof; and (8) to make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment to the Commission of all amounts claimed by the Commission to be due under this Contract.

(g) Character of Payment Obligations as Water Revenue Obligations. This Contract shall not be construed to constitute an indebtedness of any of the Municipalities within the meaning of any statutory or constitutional limitation. It is expressly understood and agreed that all payments to be made hereunder by the Municipalities may be required to be made only from revenues to be derived by each of them from the operation of their respective Municipal Systems, and this Contract shall be a continuing, valid and binding obligation of each of the Municipalities payable from such revenues throughout the term hereof. Without in any manner limiting the foregoing provisions of this subparagraph (g), it is also expressly understood and agreed that the aforesaid revenues from the operation of the said Municipal Systems shall remain available for payments due or claimed to be due under this Contract without regard to any designation of such revenues by the Municipalities from time to time as operating revenue, retained earnings, reserves, surplus or otherwise. Nothing in this subparagraph (g) or this Contract shall, however, prohibit any Municipality from using any other legally available funds for payments due hereunder.

(h) Character of Payment Obligations as Operating Expenses. Inasmuch as obtaining water is an essential item of expense of a waterworks system, each of the Municipalities hereby represents and covenants that all payments required to be made by it pursuant to the provisions of Paragraph 5 hereof shall constitute operating expenses of its Municipal System and

that such payments will constitute operating expenses as to any and all revenue bonds of that Municipality which are supported in whole or in part by a pledge of the revenues of its Municipal System, with the effect that such Municipality's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and interest on any such bonds which are or will be supported in whole or in part by a pledge of that Municipality's Municipal System revenues. Consistent with this subparagraph (h), each of the Municipalities hereby covenants and agrees that from and after the date of this Contract, any ordinance or resolution to be passed by it authorizing the issuance of Municipality obligations to be paid from the revenues of its Municipal System shall expressly provide that the revenues of the Municipal System may be used to pay the principal of and interest on such obligations only to the extent that those revenues exceed amounts required to pay the operating expenses of the Municipality's Municipal System, including all payments to be made by it under this Contract regardless of whether water is being delivered or is ever delivered to the Municipality hereunder. Without in any manner limiting the foregoing provisions of this subparagraph (h), it is also expressly understood and agreed that the obligation of each of the Municipalities under this Contract shall be enforceable against and collectable from any monies from time to time available in any of the various accounts and funds, including reserve and surplus accounts, maintained by the respective Municipalities in connection with their Municipal Systems.

8. Service to Others. Except for this Contract, no contract for the sale of water by the Commission to any customer shall be entered into unless authorized by a majority vote of the Commissioners and unless such contract contains rates or charges to any customer that are at least equivalent to the rates and charges provided by this Contract for the Municipalities. The Commission hereby acknowledges that future customers, other than the Municipalities, will not

have incurred the same risks nor undertaken the same financial obligations, as the Municipalities, and the Commission hereby agrees to take account of the risks and obligations undertaken by the Municipalities, including the fact that certain amounts paid by the Municipalities, and which were not to be repaid or were repaid only in part, when determining rates and charges to be included in contracts for water service to such future customers. The addition of new members to the Commission shall require the affirmative vote of the governing bodies of the Municipalities.

9. Force Majeure. In case by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out any of its obligations under this Contract, then if such party shall give notice and full particulars of such Force Majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver water hereunder or of the Municipalities to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure

shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. Notwithstanding the foregoing, Force Majeure shall not relieve any of the Municipalities of their respective obligations to make, when due, all payments as required under this Contract whether or not such Force Majeure results in a delay, interruption or termination of water delivery to such Municipality.

10. Modification. Except as to paragraph 2, 3, and 5 of this Agreement which may be amended by unanimous vote of the Commissioners, no other amendment shall be effective unless passed by each of the Member's elected bodies. Such modification may be requested by any party, in which event, unless the parties agree to some other procedure, a joint meeting of the Commissioners shall be held not more than ninety (90) days after the giving of such notice, at which joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification shall be made which will affect the rights and interests of the holders of any loans obtained or bonds issued by Commission except in accordance with the provisions of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission.

11. Non-Assignability. No party shall assign, sublet, or transfer this Contract or any rights or interests herein without the written consent of the Commission and all of the Municipalities, except that this provision shall not be deemed to preclude the Commission from including in any bond covenants or any ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission any provisions of whatever nature giving bondholders or any trustee appointed for their benefit rights in or under this Contract, including, without limitation, the right to enforce the provisions of this Contract.

It is hereby expressly agreed that in the event of the appointment of a trustee or trustees for the benefit of the holders of any loans obtained or bonds issued by Commission, such trustee or trustees may take whatever action at law or in equity it or they shall deem necessary or desirable to collect any payments or other amounts then due or thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the parties hereto or of any of them, including, without limitation, the securing of mandamus or specific performance of the provisions of this Contract.

12. Regulatory Bodies. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them; provided, however, that this Paragraph shall not be construed as waiving the right of any party to challenge such jurisdiction or the validity of any such rule, regulation, or law on any basis, including the impairment of this Contract.

13. Notices. Except in cases of emergency, all notices or communications provided for herein shall be in writing and shall be delivered to the Municipalities or the Commission either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the Municipalities as follows:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, Illinois 60090

Village Manager
Village of Palatine

200 East Wood Street
Palatine, Illinois 60067

Village Manager
Village of Wheeling
255 West Dundee Road
Wheeling, Illinois 60090

or addressed to the Commission as follows:

Executive Director
Northwest Water Commission
1525 North Wolf Road
Des Plaines, IL 60016

until and unless other addresses are specified by notice given in accordance herewith. Notices and communications shall be deemed to be given or delivered on the date of delivery, if in person, or two days (excluding Saturdays, Sundays and holidays) after deposit in the mail, if by United States mail. Notice which is reasonable in view of the circumstances shall be given in cases of emergency.

14. Severability; Conflicts. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

It is expressly understood and agreed that in the event that there should at any time be any conflict or possibility of conflict between the provisions of this Contract and the provisions of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission regarding the obligations of the Commission and the Municipalities, the provisions of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission shall prevail.

15. Effective Date and Term. This Contract shall become effective at such time as it has been duly executed by the Commission and all of the Municipalities and shall continue in force and effect for a period of forty (40) years from the effective date of this Contract. The

Municipalities and the Commission agree to begin negotiation of a succeeding Water Supply Contract not later than five (5) years prior to the termination of this Contract.

16. Entire Agreement. From and after the effective date of this Contract, this Contract shall be deemed to and it shall supersede the following Agreements:

Northwest Water Commission Water
Supply Contract for the Village of
Arlington Heights, dated April 6, 1981

Northwest Water Commission Water
Supply Contract for the Village of Buffalo
Grove, dated April 6, 1981

Northwest Water Commission Water
Supply Contract for the Village of Palatine,
dated April 6, 1981

Northwest Water Commission Water
Supply Contract for the Village of
Wheeling, dated April 6, 1981

First Amendment to
Water Supply Contract for
the Village of Arlington Heights,
dated March 15, 1982

First Amendment to
Water Supply Contract
for the Village of Buffalo Grove,
dated March 15, 1982

First Amendment to Water Supply
Contract for the Village of Palatine,
dated March 8, 1982

First Amendment to Water Supply
Contract for the Village of Wheeling,
dated March 15, 1982

Intergovernmental Agreement Providing
for Proportionate Transfers of Funds
Between the Northwest Water
Commission and its Member

Municipalities dated March 15, 1982

First Amended Water Supply Contract
Between the Northwest Water
Commission
and the Village of Arlington Heights, the
Village of Buffalo Grove, the Village of
Palatine, the Village of Wheeling
dated April 4, 1983

First Amendment to the First Amended
Water Supply Contract dated September
5, 1990

Second Amendment to the First Amended
Water Supply Contract dated September
20, 1993

and said Agreements shall thereupon become null and void and of no further force or effect, and this Contract shall thereupon become the entire agreement between the Commission and the Municipalities with regard to the matters addressed herein.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original all as of the day and year first written above.

ATTEST:

NORTHWEST WATER COMMISSION

By _____
Chairman

VILLAGE OF ARLINGTON HEIGHTS

By _____
Village President

VILLAGE OF BUFFALO GROVE

By _____

Attachment: Water Commission Amended Agreement (Amended and Restated Water Supply Contract (CA))

Village President

VILLAGE OF PALATINE

By _____
Mayor

VILLAGE OF WHEELING

By _____
Village President

Attachment: Water Commission Amended Agreement (Amended and Restated Water Supply Contract (CA))

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EXHIBIT A

NORTHWEST WATER COMMISSION
WATER SUPPLY SYSTEM
AND MUNICIPALITY MUNICIPAL SYSTEMS

[ON FILE WITH THE NORTHWEST WATER COMMISSION]

Attachment: Water Commission Amended Agreement (Amended and Restated Water Supply Contract (CA))

EXHIBIT B

LAKE MICHIGAN ALLOCATIONS*
(In million gallons per day)

	<u>Arlington Heights</u>	<u>Palatine</u>	<u>Wheeling</u>	<u>Buffalo Grove</u>
1984	8.316	6.088	2.497	2.456
1985	8.350	6.193	2.690	2.594
1986	8.384	6.290	2.774	2.717
1987	8.418	6.437	2.858	2.840
1988	8.452	6.585	2.942	2.964
1989	8.486	6.731	3.026	3.087
1990	8.520	6.879	3.110	3.210
2000	8.850	7.706	3.650	4.487
2010	9.180	7.859	3.716	4.507
2020	9.500	8.505	4.005	4.920

* As amended from time to time by IDNR

Consider a Resolution Authorizing a Waiver of the Village's Code of Ordinances to Permit St. Mary's Services to Host a 'Queen of Hearts' Raffle at Tap House Grill, 56 W. Wilson Street

BACKGROUND: St. Mary's Services (d/b/a Hopeful Beginnings), located at 510 N. Plum Grove Road, is proposing a Queen of Hearts raffle event to be held at Tap House Grill in 2020. St. Mary's has indicated they currently provide free counseling services to women faced with an unplanned pregnancy, experiencing pre or post-natal anxiety or depression, and those faced with pregnancy loss. The net proceeds from this raffle will be used to continue to serve and counsel their clients.

The following is an excerpt from Article VII Raffles of the Village's Code of Ordinances:

Section 11-541(4) (Conduct of raffles) of the Village Code states the following:
“A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this Section.”

Thus, the Village's Code of Ordinances would only allow this type of raffle to be held at a non-profit organization as defined by 235 ILCS 15/2 of the Illinois Compiled Statutes. While this restriction was previously consistent with the State's regulations, the State has amended their statutes to eliminate this requirement. Due to these circumstances, the Petitioner is requesting a waiver from the Village's applicable regulations for this proposed event.

KEY ISSUES:

- The Petitioner's proposal will have St. Mary's/Hopeful Beginning in charge of selling all tickets, handling of all monies, and drawing the weekly raffle winner. Tickets would be sold at St. Mary's/Hopeful Beginnings office and during limited days/hours at Tap House Grill (by St. Mary's/Hopeful Beginnings staff). Tap House Grill would not benefit from any monies derived from the raffle.
- As this type raffle can continue for an extended period of time (depending on when winner is selected), the Petitioner is requesting a maximum time frame of 6 months (26 weeks). Thus, if no winner is selected after 25 weeks, multiple cards would be drawn in week 26 until a winning card is found.
- The proposed prize amount is based on a progressive raffle, with a 40/40/20 payout. This results in 40% of the net proceeds going to 1 winner, 40% of the net proceeds benefitting St. Mary's/Hopeful Beginnings, and the remaining 20% of net proceeds used to start a new raffle.
- The raffle tickets are \$5 each (cash only) and you must be 18 years of age or older at the time the ticket is purchased.

- The Petitioner's request indicates a desire to conduct another raffle within three months of the conclusion of the initial raffle. Staff suggests that if the Council were to support the requested relief that it only be for a single event. Thus, staff can monitor the event and any related issues and then the Petitioner could request similar relief for a future raffle for Council consideration.

ALTERNATIVES: 1. Approve the Resolution.
2. Do not approve the Resolution.

RECOMMENDATION: At the discretion of the Council.

ACTION REQUIRED: At the discretion of the Council.

RESULT: REFER TO STAFF