

PLAN

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

COMMISSION

RE: HAMILTON PARTNERS -
 703-709 & 713-723 WEST ALGONQUIN ROAD - PC #21-016
 AMENDMENT TO PUD ORDINANCE #18-014, VARIATIONS

REPORT OF PROCEEDINGS had before the Village of
 Arlington Heights Plan Commission Meeting held virtually in response to the COVID-19
 pandemic, which permits the public to fully participate via their computers or using their phones,
 on the 24th day of February, 2021 at the hour of 7:30 p.m.

MEMBERS PRESENT:

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

ALSO PRESENT:

SAM HUBBARD, Development Planner
 JAKE SCHMIDT, Assistant Planner

CHAIRPERSON ENNES: This meeting of the Arlington Heights Plan Commission is called to order. Would you all join me in the Pledge of Allegiance?

(Pledge of Allegiance recited.)

CHAIRPERSON ENNES: Sam, would you read the roll? Call the roll?

MR. HUBBARD: Sure.

Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Here.

MR. HUBBARD: Commissioner Drost.

CHAIRPERSON ENNES: George, you're muted.

COMMISSIONER DROST: Here.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Here.

MR. HUBBARD: Chairman Ennes.

CHAIRPERSON ENNES: Here.

So, I have a statement to read in response to the COVID pandemic. This meeting is being held virtually which permits the public to fully participate via their computers or use of their phones. There's directions on how to do that on the website.

Any individuals who wish to comment or ask a question on an item in the agenda may either participate virtually or send it through an e-mail. We do have a number of e-mails that were received prior to the meeting. There will be a section after each petition for public questions and comment, you'll actually have that opportunity.

So, we have the minutes from two prior meetings, or from one prior meeting, one on the Comprehensive Plan Amendment TIF #4 from January 27th, 2021.

Sam, would you read the roll on that, or call the roll on it?

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: I abstain since I didn't attend the meeting.

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MR. HUBBARD: Chairman Ennes.

CHAIRPERSON ENNES: Yes.

We also have minutes from the annual review of the Comprehensive Plan on that same date, January 27th.

Can we call the roll on that, Sam?

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Abstain, I don't think I was there.

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: I abstain because I wasn't in attendance.

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MR. HUBBARD: Chairman Ennes.

CHAIRPERSON ENNES: Yes.

So, we will move on to the public hearing portion of this meeting. We have two petitions this evening: one from Hamilton Partners, and the other from Greenbrier Detention Plan.

Sam, do you want to present the Staff report first?

MR. HUBBARD: I'm going to have the Petitioner go first and then I will begin with the Staff report afterwards, and I will start bringing in the Petitioner's team as we speak.

CHAIRPERSON ENNES: Okay.

MR. HUBBARD: There are quite a few of them so it may take me a minute here.

(Long pause.)

MR. HUBBARD: All right, I think that should be it for their team.

Mr. Wauterlek, please let me know if I'm missing anyone.

CHAIRPERSON ENNES: Two things, Sam. We did send out the notice on this?

MR. HUBBARD: Correct.

CHAIRPERSON ENNES: That was on our report, okay.

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Okay, and who from the Petitioner wants to start off just so I know? Then I'm going to ask all of you to unmute so that we can swear you in. I'd like you to know that when you do talk, I would like you to just spell your name, state your name and spell it for our court reporter.

So, who will start off?

MR. WAUTERLEK: I will.

CHAIRPERSON ENNES: Okay, Mike, if you would please tell us about your project? Again, state your name and spell it for the court reporter.

MR. WAUTERLEK: Sure. So, my name is Mike Wauterlek, M-i-k-e, W-a-u-t-e-r-l-e-k. I work with Hamilton Partners.

Are you able to share my screen, Sam?

CHAIRPERSON ENNES: Yes, we hear you fine, and for the rest of your, if you would raise your right hand and state after me?

(Witnesses sworn.)

CHAIRPERSON ENNES: Okay, so Mike Wauterlek, if you would tell us about your project?

MR. WAUTERLEK: Thank you very much. So, I'm no Zoom expert. Bear with me here as I try to pull this up.

CHAIRPERSON ENNES: Mike, you were with us about a year-and-a-half ago?

MR. WAUTERLEK: I was. 2018, I think is the last time I had the pleasure of being with you all.

CHAIRPERSON ENNES: If you wouldn't mind, could you give us a brief update, a really brief update of what you've done since you were approved to go forward in 2018?

MR. WAUTERLEK: Sure. More than happy to do it.

So, we have completed the first phase of development. I'm not sure if you recall, but it was a two-phase development. We have signed three leases actually which I'll give you some detail on. But ultimately, since we last met, we've had the good fortune of signing three leases in the first phase of our construction.

The first lease is with a firm called Taiki USA, and they are a global auto parts distributor, while the second was with AVI Systems, and they are a Minneapolis-based technology firm with 29 locations around the globe. The reason we're all with you this evening is to discuss the third lease that we signed with Frito-Lay/Pepsico which would actually complete the development.

CHAIRPERSON ENNES: Okay, thank you.

MR. WAUTERLEK: So moving on, the design that was approved in the original PUD was a 330,720 square-foot distribution building with 294 parking spaces along the north, east and southern portions of the property. It also had 68 truck dock doors along the western portion of the property, and it was designed to accommodate between three to six tenants and to be fully constructed in mid '21.

So, moving on to our current site plan that we're seeking the amendment to the PUD for, the proposed amendment to the PUD would consist of 192,730 square-foot facility with a total number of 26 truck dock doors, 16 delivery van doors, 190 automobile parking spaces, and a fenced-in area consisting of truck parking, delivery van

parking, and a freestanding building for vehicle maintenance. We would complete this by the end of October of this year. If approved, as I had said before, this would complete our development at 703 West Algonquin Road.

I'd like to walk you all through the site plan. Frito-Lay currently occupies the southernmost 50,000 square feet of Phase I. They have already made a multi-million-dollar investment into the facility. If approved, they would then expand the property an additional 50,000 square feet to the south.

The western and eastern portions of the property of the building expansion essentially mirrors exactly what was approved in the prior PUD. The car parking is located along the east portion of the property, while the western portion of the property again mimics the original site plan with truck loading docks designed to accommodate traditional over-the-road trucks.

Moving south from the delivery van loading docks is a combination of delivery van parking which is more or less clustered to the north and truck parking which then moves to the south. Again, the truck maintenance facility that was referenced is located where my cursor is.

The egress to the very southeast will be exclusive to Frito-Lay vehicles, and on the west portion of the property, the southernmost of the two gates, the egress will be restricted to truck traffic, whereas the egress to the northern gate will be restricted to delivery van egress.

As a developer, one of the greatest changes we have observed as a result of the ongoing pandemic has been the exponential growth of e-commerce and last mile type delivery services. Industrial real estate is the healthiest among all real estate sectors nationwide. E-commerce and last mile distributors have experienced the greatest growth within the real estate class. The shopping habits of consumers have changed almost overnight with no indication of regressing to the old norm at any time in the foreseeable future.

With this change in consumption comes the need for a new type of facility. We believe that what we have submitted as a proposed amendment to the PUD is that exact facility. The fleet of over-the-road tractors and trailers of the past has in large been replaced by smaller delivery vans which require more area for vehicle parking and less area for building coverage. One of the benefits of this new industrial use is smaller vehicles with lighter loads which decreases the impact on Village infrastructure and local traffic. We believe the demand for this type of facility will only grow over time which will strongly position this property for years to come.

The benefits associated with this change in use are vast. According to the latest available employment statistics, unemployment in the Chicago, Naperville and Arlington Heights area has more than doubled from 3.3 percent to 8.9 percent year over year from December of 2019 to December of 2020. This difficult reality will only be exacerbated in the future by yesterday's unfortunate news, that Arlington Heights Race Track will be closing next year.

As an employer, Frito-Lay will have approximately 100 employees working in what will be the second largest distribution center in North America. Of the 100 employees, approximately 50 will be white collar jobs while approximately 25 will be new employment positions all together. All said, beyond just the job creation, the benefits to the community will be vast as Frito-Lay's approximately 100 employees and delivery drivers dine out

and shop in Arlington Heights on a daily basis.

Initially as previously stated, the Village stands to benefit from an impact standpoint. The analysis of the maximum truck traffic that Frito-Lay might generate at full occupancy versus what was originally approved represents a 40 percent decrease from 87 daily trips to 54. This reduced trucking activity promises to decrease costs associated with maintenance of not only the Village's infrastructure but off the access drive we share with Weber Packaging. Also of note, is that over half of this traffic will occur between 11:00 p.m. and 5:00 a.m., further alleviating the traffic on both the Village roads and the local shared access drive as these times represent the lowest hours of vehicular activity generally speaking.

The last benefit is the timing of occupancy and the tax revenue associated. As has been previously stated, Frito-Lay currently occupies 50,000 square feet at 703 Algonquin Road and is paying rent. Upon the expansion of the building, Frito-Lay's tenancy and the real estate taxes generated will increase accordingly. Alternatively, if this project is not approved, our most realistic projection of full occupancy is first quarter of 2023 which would deny the Village of much needed tax revenue over that time period.

Lastly, it has been brought to our attention that there are concerns regarding some of the truck movements on the shared access drive. We would like to stress that we share these concerns and take them very seriously. We agree that in no event should any vehicle associated with either party trespass onto the neighboring property or park on the access drive. Both Hamilton Partners and the offending party have reached out to Weber Packaging to address these concerns and to attempt to find an equitable solution.

We acknowledge that these events have occurred, but it is important to stress that in no way is it indicative of a design flaw; instead, it has been the undisciplined driving of a few truck drivers. We have re-circulated the truck movement exhibits that were originally approved by the Plan Commission to all three of our tenants and reinforced the importance of maintaining those truck patterns. All of our tenants have committed to using the shared driveway accordingly.

We appreciate your consideration. Like us, we hope you'll see this as an exciting opportunity for the Village to complete this development which will in turn actually lower the impact on Village infrastructure from what was originally approved, bring 100 new jobs to the community, and increase the real estate tax base within the community. We look forward to your feedback.

COMMISSIONER GREEN: Terry, you're on mute.

CHAIRPERSON ENNES: I'm sorry.

Mike, is that the end of your report?

MR. WAUTERLEK: That is.

CHAIRPERSON ENNES: The rest of your team, are they here for questions later in the hearing?

MR. WAUTERLEK: Yes.

CHAIRPERSON ENNES: Okay, let me ask the Commissioners, do you want to go with the questions now of the Petitioner, or should we listen to the Staff report first and then maybe --

(Chorus stating preference for hearing the staff report first.)

CHAIRPERSON ENNES: Okay, sounds good.

Mike, thank you for the time being.

So, Sam, if we could have your report, the Village's report, I'd appreciate that.

MR. HUBBARD: Absolutely.

Good evening, Chairman Ennes and the members of the Plan Commission. I'm happy to provide the Staff report and perspective on this project. I'll start with some of the zoning nuts and bolts.

The project is located at 703 to 709 West Algonquin Road. It's an M-2 Limited Heavy Manufacturing District. That's the most intense industrial-related district that we have within the Village, and it does permit manufacturing, warehouse, and distribution uses by right. So, the proposed use is allowed by right in the M-2 District as a distribution and warehouse use by Frito-Lay. Additionally, on our Comprehensive Plan, the property is classified as suitable for research development, manufacturing and warehousing. Again, this proposed use by Frito-Lay and the PUD modifications are consistent with the Comprehensive Plan designation for future use of this property.

As was referenced earlier, the Petitioner did appear before the Plan Commission in late 2017 and received final approval in 2018 to allow a two-phased planned unit development. The first phase has been built as you've heard this evening and is now fully occupied. The second phase was to entail a much larger addition to the first phase to allow for additional truck distribution and warehousing uses.

So, the change to the plan that you've heard this evening is to the unbuilt Phase II portion of the PUD. That requires an amendment to the PUD to allow for modifications to the approved Phase II development plan. Along with these modifications, there are five variations that the Petitioner has requested, and I'll get into more detail on those as I go through the presentation. But in summary, one of them relates to a setback for the rear parking area from the rear property line; two of the variations relate to an accessory structure which in this case is the proposed maintenance building; one of the variations relates to fence height; and then another variation relates to landscape islands.

So, Petitioner has gone through one step to-date on this application, and that was an appearance before the Conceptual Plan Review Committee which actually occurred on October 14th of 2020. The reception by the Conceptual Plan Review Committee I would summarize as generally positive. The discussion centered around the proposed maintenance functions that would occur in the maintenance building on trucks and vans, as well as the shared drive aisle that the Petitioner shares with their neighbor Weber Packaging Solutions to the west. Ultimately, it was encouraged that the Petitioner move forward with their application, but both Staff and the Conceptual Plan Review encouraged the Petitioner to reach out early on in the process to their neighbor Weber Packaging Solutions given some of the history with the previous planned unit development approval and the introduction of truck traffic and change in development pattern on the Phase II PUD. We thought that it was important that the Petitioner coordinate early on in the process to avoid some of the hiccups that were experienced during the first PUD approval.

Design Commission approval was not required for this PUD amendment. The design of the Phase II addition is substantially compliant with the original approved addition. There's really not much from an architectural standpoint that's changed, so no Design Commission review was required in this instance.

So, here's an aerial of the property. North is generally up. To the

top left of your screen, you'll see Algonquin Road. Along the top of the screen, Meijer Drive comes along to the side. Then this is the private shared access drive that will be referenced this evening. It stretches along the western side of the property. Half of that drive is located on the Petitioner's property, and the other half of that drive is located on property owned by Weber. 22 feet is on the Petitioner's property, 22 feet is on the Weber property, and the full 44 feet of this shared drive aisle is governed by an easement that both parties have rights to use per that easement.

As I referenced, the 2018 approval allowed a two-phase development. Phase I is shown here, that's been completely constructed. It is fully tenanted with Frito-Lay occupying the southern portion of that building. Phase II involved a 192,000 square-foot addition to the Phase I building that would have included loading docks all across the western elevation with access to all those loading docks from the shared drive aisle, and then parking around the building, and leading out eventually to Algonquin Road.

So, the proposed modifications to the plan as you have seen already, while it's a much smaller addition to the building and less truck loading docks along the western elevation, it does introduce these van loading docks which would be located along the southern portion of the building. It would include exterior parking for 73 vans and up to 97 truck and trailer parking spaces along the south of the site. So, the major difference here between the two proposals would be the exterior parking, the smaller size of the building, and the southern van loading docks.

Otherwise, the building addition is essentially the same. It's located in the same area where the approved Phase II addition would go, it's just a lot smaller. It does include a truck maintenance building located to the south as well. One of the recommended conditions of approval from Staff this evening is that when truck maintenance activities are occurring, the overhead doors for that building would be left closed. This would help keep the sound that's often associated with these activities, especially on larger trucks, inside the building, and would help keep it from leaching off and interfering with neighboring properties.

There's another condition of approval recommended by Staff. This condition relates to Outlot A. You can see on the screen, Outlot A is highlighted in yellow. This is a retention basin that's located in the northwest of the site, and this was supposed to be transferred to the owner of this property back in 2002 when Weber Packaging Solutions, which was the original owner of this entire area, subdivided the property to create the subject property and then sold it to a new owner. So, back in 2002, it was required that ownership and maintenance responsibilities of this outlot be transferred from Weber to the owner of the subject property. That was never effectuated, and so there was a condition of approval in the 2018 PUD that was meant to facilitate this property transfer. It did not happen in 2018, so Staff is recommending another condition of approval, modifying the old condition essentially, that would require this transfer of ownership now. Basically, it would require the Petitioner, Hamilton Partners, to accept ownership and maintenance of that outlot as was required in 2002 as long as the current owner of that lot deeds the property over to Hamilton Partners.

Additionally, I'll mention one of the last conditions, another condition of approval is relative the portion of the shared drive aisle that overlaps on the subject property. When this PUD was originally approved in 2018, the Petitioner had showed on their approved plans at that time that this portion of the shared drive aisle that overlaps onto their property would be resurfaced with heavy duty paving to accommodate for the truck traffic that was

expected from this development. Their current plans do not show that resurfacing. So, a condition of approval has been recommended that would require them to pave this over, this portion on their property, with heavy duty pavement which would be, you know, up to a standard to be determined by the Village. That paving would need to be done no later than November of 2023, and they would need to get permission from Weber to make that improvement because it is a shared drive aisle that's shared between the two parties.

I'll also mention a condition of approval from 2018 that required the Petitioner to also repave, to a standard suitable to accommodate heavy trucks, the portion of the drive aisle located on the Weber property. That condition still stands; that would still be required of the Petitioner. But it does require, similarly it does require approval from Weber since that portion of the shared drive aisle overlaps onto their property.

So, the major differences are summarized in this table here between the approved Phase I and Phase II and the proposed Phase I and Phase II. Again, you can see a much larger building would be allowed under the existing approval, a smaller building in this instance. Given the smaller building, it would have less parking spaces than was originally approved. But it would introduce, as I mentioned, 97 truck and trailer parking spaces.

Overall, it would decrease the number of loading berths on the western elevation of the building from 66 to 32. I do count here on the loading berths the overhead doors and spaces that can accommodate loading but are not raised grade simply for a truck to access them. Along with those 97 truck and trailer parking spaces, there are 73 van parking spaces that were not contemplated under the original approval, and 16 van loading berths.

So, there would be a significant increase in employees above and beyond what was anticipated in the overall build-out of the development in 2018. This accounts for what we know for the employees in the existing Phase I building, their actual employee counts, plus what is forecast for Frito-Lay as they go through their building expansion and changes to the Phase II development plan.

Here you can see the engineering plan showing the Phase II addition and I'll outline some of the improvements just so that we're clear on what exactly is being requested relative to the variations. First of all, it relates to a parking lot setback on the rear. Code requires that all parking lots in the M-2 District be setback 15 feet from the rear property line. There is a small portion of the parking lot on the subject property that's setback approximately nine feet from the rear property line, and so that requires a variation.

Staff is supportive of that variation request for several reasons. One, this rear property area and parking area do not abut a neighboring property. It abuts the tollway, and that includes an additional 35 feet of green space between the rear property line and the actual travel lanes and pavement on the tollway. Additionally, this parking area is, as you can see, it's angled away from the property line, meaning that the only portion of encroachment is this small triangle in the southwest corner of the property. For these reasons, Staff Development Committee is supportive of this variation.

One of the other variations relates to landscape islands. Code requires that any parking row greater than 20 parking spaces include an interim landscape island to separate the row of parking and provide shade trees within a parking lot. There are four islands that are missing from the proposed plan, and a variation is therefore required. Again, Staff is supportive of this variation. There is extensive buffering around the perimeter of the

property that would shield the parking areas and introduce green space and shade trees. Some of these exterior parking lot islands are not required by code, so they make up for the fact that there will be no shade trees within the parking lot to help provide for that green aesthetic and reduce the urban heat island effect that may otherwise be experienced on such a large expanse of asphalt.

Specifically, what I'm talking about is this landscape island here. This is not a code requirement, here, here, or the small portion here, but it's been introduced by the Petitioner at the request of Staff, and it would include trees which we believe makes up for the missing landscape islands that are not within the center of the parking rows. We believe this variation to be the minimum necessary to allow for adequate vehicle parking, and functionality of the warehouse and distribution use.

I'll also mention that the parking areas here are not really visible from the public right-of-way. They would be somewhat visible from the tollway, but on most of the other exposures to the north, east, and west; it's really difficult to see back into this area. So, from an aesthetic standpoint, the missing landscape island and shade trees is supported by Staff.

Another one of the variations is relative to the maintenance building located in the southeast of the site. Code limits accessory structures, garage accessory structures to 720 square feet. This maintenance building would be a little over 3,000 square feet. It would be about 24 feet tall where code limits accessory structures to 15 feet in height. So, a variation is required in this instance.

Again, the Staff Development Committee is supportive of this variation. While the building is taller and larger than allowed by code, in comparison to the surrounding buildings, it's clearly accessory in nature and not out of scale with the surrounding structures on the site or in the vicinity. Additionally, in order to provide adequate space to service the trucks and vans, a larger size and height is needed. So, this larger building and the variations would facilitate the ability to allow repair of those vehicles on site and wouldn't require those repairs to be, which would be fairly frequent given the travel of these vehicles, wouldn't require those repairs to be outsourced off site.

Finally, there is a variation required for a 10-foot tall fence along the rear of the property. Code restricts maximum fence heights to six feet, and this fence is a solid 10-foot fence. The incorporation of this fence was done at the request of Staff, and we believe that it will provide enhanced screening from the tollway. It's also going to be set back from the property line so it will diminish the appearance, that four-foot taller than code allowed impact, because it's not directly abutting the property line. Furthermore, there's going to be 53 evergreen trees planted on the outside of the fence, in between the fence and the tollway, which would help to mitigate for that increase in height. Finally, Staff simply believes that this increase in height is necessary to screen the height of the trucks and trailers that would be parked here from the adjacent tollway to the south.

So, this brings me to traffic which is really probably the key issue here with this development. You've heard the Petitioner and seen this table on the Petitioner's presentation. He's mentioned that relative to the existing PUD approval and anticipated truck traffic associated with that existing approval, the proposed modifications would result in a decrease overall in truck traffic, although that would be associated with an increase in passenger vehicle traffic.

I would point out that the numbers here do not account for intra-site trips by Frito-Lay. Those are trips from that southern parking area to the loading docks on the west side of the building where trucks would be pulled from the southern area and docked via the shared access drive, docked on the western side of the building. This Petitioner has estimated that there would be 30 intra-site trips, 10 of which would occur between the hours of 6:00 a.m. and 8:00 a.m.

I did have the opportunity personally to go out and visit the site while Frito-Lay was in operation in their current location within the Phase I building between the hours of 6:00 a.m. and 8:00 a.m. I did observe the truck docking and the truck traffic and the passenger vehicle traffic from Weber on the shared access drive during that time. You know, there were exactly 10 truck movements that I observed during the time on site between the hours of 6:00 a.m. and 8:00 a.m. So, that is, you know, spot on with the anticipated intra-site trips from Frito-Lay.

But really the key I think is the ability of these trucks to dock on the site and how that's going to impact the shared access drive, and traffic on that drive with the neighboring property owner. So, Staff has requested that the Petitioner prepare some additional truck turning exhibits showing how these trucks would complete these movements on the shared access drive and with other trucks docked in the spaces next door. So, you can see this is the northbound lane of travel, this is the property line in between the two properties, and this is the southbound lane of travel. So, when a truck is docking here, you know, they would come down the road, they would pull into this lane of travel, and then they would back up causing them to encroach slightly onto the shared southbound lane of travel and dock here. On their egress from the site, it would allow a minor encroachment on the opposing lane of travel for the truck to exit the site and head northbound on the access road.

This is generally consistent with the projections by the Petitioner when they went through the process back in 2018. This shows, this is one of the exhibits that they provided back in 2018 that shows a truck vehicle movement and then docking when there are no trucks in the adjacent docks. This involves absolutely no encroachment outside of the easement onto the opposing lane of travel.

Again, here from 2018 shows what it would be like if a truck was backing into a space with two trucks in the adjacent spaces. Again, you're going to see some minor encroachment onto the southbound lane of travel, and then when it's leaving, a similar kind of encroachment headed northbound on the shared access drive.

One of our conditions of approval is requiring that the Petitioner update their truck turning exhibits to show how trucks would access the gated areas of the southern parking lot. Their most recent version of the truck turning exhibits did not include the newly added landscape island that I referenced along the western side of the site. So, we just want to make sure that given that new island, and with a truck turning into that parking area, which is not docking but just turning into that parking area, that it is possible and will flow smoothly without, you know, staging and reversing on the drive aisle.

The Petitioner has represented in their department comments to Staff review that trucks would be using the southern gate and the vans would be using the northern gates. So, I'll go back here. So, trucks will be using this gate, and then vans will be using the gate at the north. The gates would be left open during normal business hours, so that's going to prevent a truck from having to drive down the access aisle, stop, and wait for the

gates to open whereby they'd be blocking the aisle while they're waiting to go in and access the site. Additionally, during off-peak hours, the trucks and vans would be equipped with sensor equipment that would be able to sense when they're arriving and begin opening the gates prior to their arrival so when they got to the gate, it would open and they would be able to enter the site, again without, you know, much standing or waiting in the shared drive aisle.

One of the conditions of approval recommended by Staff is to require that operation and use of these gates is consistent with the Petitioner's response as I've just kind of indicated this evening so that, if this project is to move forward, you know, we're not left with a situation where there's significant waiting on the shared drive aisle while trucks are accessing the site. Again, as you've heard the Petitioner mention, I would note that there will be a portion of the expected truck traffic occurring during off-peak hours. This will be a 24-hour facility, so those numbers that you see here, some of these trips and movements are going to be occurring during times when there's not a lot of traffic on surrounding Village streets or on the shared drive aisle.

With that being said, and as you heard the Petitioner mention as well, we are aware from a property owner to the west, Weber Packaging Solutions, that there is a significant level of concern on his part relative to the introduction of truck traffic on the shared drive aisle. One of the concerns that we've heard and seen video evidence of is that trucks, when they're coming into the site to dock or to access the southern areas here, they're coming in and they're pulling onto the neighboring property to facilitate a much easier movement to the docking areas. So, again, something like this would come in and reverse to dock back, or even down here, they would come in and reverse in to dock. There's a temporary area in the existing site where Frito-Lay has been storing 28 trucks and trailers. As these trucks have come in, oftentimes they pulled into the Weber property, again to facilitate reversal and docking into the site.

So, Staff has recommended a condition of approval that would require the Petitioner to install these landscape barriers on the Weber property if approved by Weber. What that would do is that would, you know, prevent a truck from being able to use the Weber property to reverse and back into the loading zones, you know, similarly here. This area is not much of a concern because once the gates are constructed and the parking lot is built out as per plan, the trucks will be able to make this movement in without having, you know, they're not going to be backing up into the site as they have been with the temporary storage area. They would just be coming down the drive aisle and turning directly in to do their staging movements and reversing within the site.

Again, when they would leave, they could, you know, come around like this and make an exit that way, or more likely they would come out like this. Or alternatively, it's possible that they could make this turn as well. So, it's not much of a concern with the landscape island here because again the trucks will be able to make this movement and do their staging, reversing and backing up inside the site. That's why the landscape islands that Staff is recommending be a condition of approval and installed at the expense of the Petitioner are located up here.

So, that being said, we are supportive of the application subject to the conditions as mentioned this evening and within the Staff report. There have been some minor modifications to these conditions that now are illustrated here. They're not making a huge substantive change from what was included in the Staff report, but we believe this language is necessary to tighten up the conditions and make them a little more clear.

That concludes the Staff presentation this evening.

CHAIRPERSON ENNES: Sam, thank you for a very comprehensive Staff report. When you were mentioning the conditions right now, there's condition one through five, and there's also conditions one through seven. Do you know what I'm referring to? What's the difference between those two sets of conditions?

MR. HUBBARD: So, let me go ahead and share the screen again. So, yes, I'm sorry, the slide just popped up five, but there are conditions six and seven on the next slide. My apologies, I glossed over this, but they are the same conditions. There are no changes to these conditions that's included in the Staff report.

CHAIRPERSON ENNES: That's fine. I just wanted to make sure that we have these seven conditions in.

Can we have a motion from one of the Commissioners for approval of the Staff report?

COMMISSIONER GREEN: I'll make that motion.

COMMISSIONER CHERWIN: I'll second.

CHAIRPERSON ENNES: Okay, thank you, gentlemen.

Sam, could you call roll on this?

MR. HUBBARD: Yes.

Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. HUBBARD: Commissioner Dawson.

CHAIRPERSON ENNES: Sue, you're muted.

COMMISSIONER DAWSON: I must have hit it too fast. Yes.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MR. HUBBARD: Chairman Ennes.

CHAIRPERSON ENNES: Yes.

So, the Staff report is approved.

Sam, are there any members of the audience that want to speak?

We'll open the public portion of the meeting.

MR. HUBBARD: Yes, if you'd like to open the public portion of the meeting, I would ask that anyone in the public that wishes to speak on this application, raise their hand via Zoom, or if they've called in on a phone, they can press *9 to raise their hand and make a comment on this application. If there is a comment on the next application relative to the Greenbrier detention basin, public comment on that will be accepted when that is opened before

the Plan Commission after this one has concluded.

COMMISSIONER JENSEN: Terry, could we get kind of, I have a clarifying question before we move to the public that I think will help at least for me to sort out something around the access road?

CHAIRPERSON ENNES: Okay.

COMMISSIONER JENSEN: So, what I'd ask Sam is, so we've got the 44-foot wide access road. Are we expecting the Petitioner's, all the Petitioner's inbound and outbound traffic to be on the easterly side of that? That is, only on their 22 feet or are they able to come in on all 44 feet?

MR. HUBBARD: No, there's 22 feet of the access aisle that's on the Weber property, that is the southbound lane of travel. All traffic utilizing this site has access via the access easement to that southbound lane of travel. Then there are 22 feet on the subject property site, that's the northbound lane of travel. All northbound traffic will utilize that portion on the subject property.

COMMISSIONER JENSEN: Okay, so everyone will be using part of somebody else's access road for inbound or outbound.

MR. HUBBARD: Correct.

COMMISSIONER JENSEN: The other question is are they able to actually park. Are they able to go into the other part, you've showed those going into the other person's access road to park under certain circumstances the larger trucks. Has that been agreed to? Is that what the Village expects? Is that what all the participants in this arrangement expect, that there would be some encroachment on either ingress or egress from those longer trucks? Is that understanding correct?

MR. HUBBARD: No, the authorization of this application and approval of this PUD amendment wouldn't place those traffic movements outside of the easement onto the Weber property. It would be on Weber property within the easement, but it should not occur on the Weber property outside of that easement.

COMMISSIONER JENSEN: Okay, so they can cross over into the Weber side of the easement but not into the Weber's property proper.

MR. HUBBARD: Correct.

COMMISSIONER JENSEN: Okay, great, thank you.

CHAIRPERSON ENNES: That easement, is that clearly defined?

MR. HUBBARD: Yes. That is a recorded --

CHAIRPERSON ENNES: Okay, with striping and whatnot?

MR. HUBBARD: Well, yes, there is a stripe down the center of it, and there's parking areas along the sides. It's clearly defined where it is in the easement documents.

CHAIRPERSON ENNES: Okay, any other questions before we move on to the public portion?

COMMISSIONER CHERWIN: Yes, actually. Terry, it's Jay, I have one question for Sam as well clarifying on the easement.

CHAIRPERSON ENNES: Okay.

COMMISSIONER CHERWIN: That would just be, I believe, Sam, what you're saying it's your recommendation for them to improve given the load on the roadway, to improve only 22 feet but not the other 22 feet, is that correct?

MR. HUBBARD: A recommendation of approval of this application, the

amendment to the PUD, includes the condition that they would improve the 22 feet located on their property, meaning the Hamilton Partners' Frito-Lay property. There is an outstanding condition from the 2018 PUD approval that requires the Petitioner to improve the 22 feet on the Weber property. That condition of approval is still applicable and there is no change. So, in theory, if the Plan Commission and Village Board approve this PUD amendment and condition of approval, the sum of both of those conditions would require the Petitioner to improve the entire access easement, all 44 feet, to accommodate for those heavy truck traffic movements. Only if approved by Weber.

COMMISSIONER CHERWIN: Okay, thank you.

CHAIRPERSON ENNES: Do we -- anybody else?

Sam, do we have any guests to the meeting that would like to, that have their hand raised?

QUESTIONS FROM THE AUDIENCE

MR. HUBBARD: Yes, I do see a Robert Terrell. Looks like he's had his hand raised for a while. I'm not sure if it's going to be in relation to this project, but I will allow Mr. Terrell to speak.

Mr. Terrell, do you have a public comment on the application before us this evening? Mr. Terrell, are you there? Zoom should be asking you to unmute yourself and give your public comment on this application. All right, I'm going to --

CHAIRPERSON ENNES: Okay.

MR. HUBBARD: We can't hear you if you're speaking, Mr. Terrell, so I'm going to bring you back into the attendee side. If you have something to say, you can go ahead and say it, or raise your hand again, and we'll call you back in.

All right, we have a Doug Weber who I'll bring in and we will allow you to speak and make your public comment this evening, Mr. Weber. Mr. Weber, are you there? Mr. Weber, you're unmuted. Do you have a public comment this evening?

MR. WEBER: Yes, I do. Appreciate the opportunity, Sam. I'm here at Weber in the corporate conference room with Tom Winkler, he's the attorney that has assisted me and had the discussions with the Hamilton development, and I'm here with Steve Corcoran from the Eriksson Construction to talk a little bit about the traffic issues that I've experienced with the latest development.

Hopefully you guys can hear me. I would like to also provide some video exhibits if the Commissioners allow me. I'd like to turn it over to Tom Winkler real quick for some comments.

CHAIRPERSON ENNES: Mr. Weber, just before you do that, we could hear your last comments or we could hear it a little bit better, but at first we could barely hear you. I don't know if you're closer to your computer or whatever, but if you could speak up a little bit more?

MR. WEBER: Certainly.

CHAIRPERSON ENNES: Normally, you want to provide us with a video and also comments, about how long will this take? We usually have some --

MR. WEBER: I'm going to talk through it very quickly, no more than seven minutes.

CHAIRPERSON ENNES: Okay.

MR. WEBER: So first, I'd like Mr. Winkler to make some comments regarding the Petitioner.

CHAIRPERSON ENNES: Mr. Winkler, please.

MR. WINKLER: Good evening. I don't know if we have a video on.

CHAIRPERSON ENNES: Nothing yet.

MR. WINKLER: Nothing yet? We have an IT guy here who will hopefully do that.

(Slight pause.)

MR. WINKLER: Well, I will begin speaking as I continue to try to work and get a video. Again, my name is Tom Winkler, Winkler Group representing Weber Packaging Solutions, the neighbor immediately to the west of the property. Weber has been operating there, international manufacturing business here in Arlington Heights, for over 50 years now. The principal shareholder, owner, and operational person being Joseph A. Weber, Jr. and Doug Weber are both Arlington Heights residents and lived most of their life here in Arlington Heights.

We appreciate the opportunity to speak. I am mindful of the restrictions that were imposed on us, so the comments are generally written and I'm going to pass through those relatively quickly and then turn it over to Doug Weber. Again, Weber, W-e-b-e-r, who is the president of Weber Packaging Systems, and Steve Corcoran, and that's C-o-r-c-o-r-a-n, and Steve is a certified traffic engineer and the Director of Traffic Engineering at Eriksson Engineering Associates, Ltd.

Our firm appeared in 2018 when the initial PUD was requested by Hamilton. I made the comment almost immediately we're not anti-development; we don't want to be viewed as anti-development, but we are concerned about safety and I'm sure we share that concern with the Village of Arlington Heights. During the 2018 PUD hearings, and I obtained a copy and I'm sure the Plan Commission members also did, there were a number of issues that were raised by Weber Packaging in connection with the project. The most important of those issues was the traffic control and some of the legal and operational issues relating to access on this private drive located between the two properties. The private drive was created many, many years ago, and then it was amended, but it existed prior to Hamilton acquiring the property, and again, 22 feet, I think that was said a number of times, on each property.

In 2018, when the PUD was approved, you know, Weber and the Village of Arlington Heights were, I'm going to use the word duped or tricked by Hamilton. Let me explain that. There was a lot of discussion about the revisions to the easement agreement and the cost sharing and the use of that private drive, and the erection of barriers and landscape barriers, et cetera, et cetera. We'll call them the rules of the road. It was a major concern and we appreciate that the Plan Commission realized those concerns.

It was clearly an articulated Village concern and was in the Plan Commission approval which was ultimately forwarded for approval. Following that approval, in our discussions with the Hamilton folks, we engaged in a negotiation that took us down a road that took approximately eight months until the end of the year. But we were satisfied that things were working in the right direction, that there was going to be an agreement. In any event, all the t's were crossed, all the i's were dotted, and those agreements were mutually agreed to and signed by both parties.

Following the execution of those documents which are now in my

office and remained there for two years, Hamilton through their legal counsel inexplicably pulled the plug and sent a letter to me which I've shared with you, we want to be completely transparent here with what occurred, that they were terminating those documents. So, no agreement was ever reached. Weber, through me as the attorney, attempted to contact Hamilton on many, many occasions, and a letter and an e-mail I think were presented and hopefully they've made them into your package. I want to make it clear; I have not received a call, an e-mail or a letter ever in response to our concerns, and that continues through today, two years later. Absolutely no response.

Following, and I want to make this clear, what I consider to be, you know, indefensible conduct, perhaps unethical, we, neither myself, anyone at Weber ever contacted the Village of Arlington Heights to complain. We're big boys and, you know, we were duped. Frankly, we always felt that the project was ill-conceived, poorly designed, and that, from the beginning, that Hamilton would be back requesting revisions. Well, that day has come, and now we have some history to assist us in the analysis of this project. The issues that we raised in 2018 that were discussed to a thorough degree are no longer theoretical, they're real.

I'm going to sidetrack here just a moment on a couple of issues.

Sam had mentioned the Outlot A which does need to be conveyed to the Hamilton people, that's the outlot near the Meijer Road or the stub road. The one thing I want to make clear is that in the condition that was included in both the Plan Commission and the Trustee action, it talked about that easement of drainage being abrogated or changed or amended. I just want to make it clear that that drainage easement which was created in the 2002 Weber resubdivision is also for the benefit of our party. I'm not suggesting that Weber wouldn't cooperate, but I'm just saying it's not something that Hamilton can abrogate. It's a right that Weber has.

The other thing that really can culminate to ruse after looking at some of those comments from the, especially the March meeting, you know, there was some discussion, I read the, let me back up, the Plan Commission approval, I read the Board of Trustee approval, and it's very clear. You know, Hamilton needs to improve this road to standards which can support these vehicles. In that discussion, there is almost an incoherent bunch of comments about, yes, by Hamilton, we're going to do that, but we're going to charge back Weber. Well, you know, I think we need to make clear that that's not our cost and I'm not sure that any of the drafting or the approvals state that. I mean, obviously, I think everyone on the Commission that I'm talking to realizes that we've done nothing, you know, we're not a partner in this deal, and that, you know, to have to expend hundreds of thousands of dollars to rebuild our road doesn't make any sense. I just want to make that clear.

So, you know, I'm going to add my relatively short comments. What are we asking for? We're asking really for three things here that be done in connection with this PUD approval.

One, that the Commission cause the traffic mess, and I will call it a mess and I will leave Doug to illustrate that, at the site be thoroughly investigated before moving forward. It's dangerous and it's unsafe. Again, I'm sure we share that same concern with the Village of Arlington Heights.

Second, that the PUD only be approved which Weber and the Village of Arlington Heights believe meets their safety standards relating to traffic issues including barriers as required. Again, Hamilton is making a lot of money, right? They're coming in on this project, this is their cost. Obviously, with that obligation comes the need to redo this

easement agreement, right? You need access, you need to show us some assurance, you need to maintain this stuff. So, that comes part and parcel with that issue.

Then the third item is that, you know, and I'm going to say something I'm sure all of you have heard before which is, you know, fool me once shame on you, fool me twice shame on me. The PUD should only be approved after the common drive easement agreement is revised, executed and recorded. This is again needed to implement, you know, in a legal context the things that, you know, Hamilton has or will agree to in terms of, or hopefully will agree to in terms of the needed safety issues.

With that, I'm going to turn it over to Doug Weber, President of Weber Packaging, and he will illustrate some of the traffic problems that he has witnessed and recorded. This recording only began around December 15th or someplace in there. So, this is not a two-year history, this is just all very current recordings.

MR. WEBER: Yes, I agree. As Tom said, and Commissioner, I appreciate the opportunity, a picture is worth a thousand words. Just a brief summary, 2020, nobody heard from me. I had no problems with what was going on adjacent to the Weber property, the Hamilton Phase I development. No problem, nobody heard from me, fine. On January 1, they signed a new tenant, all hell had broken loose.

I just want to backtrack a little bit. Hopefully, you guys can see this video. When Phase I and this project was put forth by Hamilton Partners, they provided an animation video I'd like to share with you. Many of you may have recalled it. Let me know if you guys can see it.

Can everyone see it? It's pretty basic, you know, it's very simple.

CHAIRPERSON ENNES: We don't see anything yet. Are you doing the share content?

MR. WEBER: We're screen sharing right now.

MR. HUBBARD: Let me give a try on my end, Doug. Let me see if I can share it. I have the video.

MR. WEBER: All right.

MR. HUBBARD: We're just seeing a black screen here.

MR. WEBER: I prefer Microsoft Teams.

CHAIRPERSON ENNES: Unfortunately, we don't all have that. Mr. Weber, while he's trying to get that, there were quite a few different videos on your screen just prior to this. You're not planning on showing all of those, are you?

MR. WEBER: Absolutely not.

CHAIRPERSON ENNES: Okay, thank you.

MR. WEBER: I think that certainly, that will be quickly. I just want to summarize the issues we have. I want to talk through it. I think if you see the issues, you'll better appreciate the situation I am in, all right?

CHAIRPERSON ENNES: Okay.

MR. WEBER: And this is all within seven weeks.

Sam, do you want me to try or do you want to try it?

CHAIRPERSON ENNES: Sam, you're muted. There we go.

MR. HUBBARD: Can everyone see this?

(Chorus of yeses.)

MR. WEBER: Specifically, the Hamilton Partners presented this in front of

the Planning Committee like 2018. Very simple in my eyes. Trucks come off Algonquin, they're on Meijer Drive. They pull off on their property, they back into a dock, they drop goods, they pick up goods, and they leave, okay. There is some issue with being near the property line. Then the report from RWG stated that exhibit reflects a worst case condition with the conservative design model build experience. As indicated, a truck can maneuver with a tighter space than reflected by the model.

Now, Steve here is a traffic expert representing Weber. The truth of the matter is no truck driver in their mind operates in this manner. They're all over the road. They want to take the path of least resistance.

Sam, could you go to Video 1 please?

Okay, as I said, this all occurs from January to today. A Weber vehicle is heading down the access road. In the right corner a truck pulls out, is going on the wrong side of the road. The Weber employee has to stop, wait until the truck passes, and then he can maneuver. I don't think that's very safe, all right, and I don't see the new plan where their trucks are not going to impede on the access road. They have to take a wide turn, they're going head on in Weber cars, Weber vehicles or other visitors.

CHAIRPERSON ENNES: So, Mr. Weber, have you discussed what you see as possible solutions with Staff about this situation?

MR. WEBER: We had some discussions with Sam in particular to make him aware of these videos. Again, this all started January 2021 where, you know, this project, and again, the problem we have here is they want to make this like some Prologis fully-enclosed warehouse distribution setting. It's not going to happen. This is a shared access drive. They want to rule the road that I have rights, too, I think.

CHAIRPERSON ENNES: Absolutely.

MR. WEBER: I've been in this property since the mid-60's. I think I have rights as well.

CHAIRPERSON ENNES: Absolutely.

MR. WEBER: Sam, go to the other one, the Video 1.

Now, Mr. Ennes, I appreciate the opportunity. I know I'm limited by time but, you know, I've been at this facility since the 1960's. I was the first business on Algonquin Road. My grandfather got to pick the address 711; he was a craps guy. He liked to play craps and he said the address is going to be 711. So, nothing wrong with that.

CHAIRPERSON ENNES: Okay, well, you're well over what we normally allow as time, but we want to hear your comments. Regarding a PUD, the participants have to work together for it to be successful. Are we waiting for one other media clip? Is that --

MR. WEBER: Sam, you got it, Video 1? This isn't 1, but this is another example. This is a shared access road, all right. Truck moves in, it's 1:59 in the morning.

Sam, you could fast forward it.

What it does is it drops the trailer, just right there, and that's where the Weber vehicles operate as well.

CHAIRPERSON ENNES: In the middle of the access road?

MR. WEBER: The middle of the access road. There he goes, there goes the cab and there goes the trailer.

If you go, Sam, to 3B, you'll see, well, you don't have to show it, time is tight, but at 8:30 in the morning, it's left there for seven hours, they'll come by and pick up the

trailer.

CHAIRPERSON ENNES: So, somebody mentioned that --

MR. WEBER: It's part of the access road. I don't think that's fair. Mr. Wauterlek's question, they never contacted me until the, you know, one person from the tenant called me but, you know, this is bad. I would like you to show the Video 2, Sam, if you could do that for me. I think that's the one where they're pulling on my driveway.

CHAIRPERSON ENNES: Mr. Weber, while he's getting that up, is this, somebody mentioned earlier that this started as of a certain date. Is it one particular tenant over there that's --

MR. WEBER: The new tenant, and it's the whole reason they're wanting to do the PUD modification.

(Slight pause.)

COMMISSIONER JENSEN: Sam, you're muted.

CHAIRPERSON ENNES: He didn't want you to hear that anyways.

COMMISSIONER JENSEN: Probably not.

MR. HUBBARD: For some reason, Video 2 is not playing. I'm opening it up and it seems to just go -- well, let's see. Let me try this way, hold on.

Is this the one?

MR. WEBER: I can't --

CHAIRPERSON ENNES: This is the one that pulls right in your driveway?

MR. WEBER: Oh, there it is, yes. You know, this isn't an isolated incident. This happens, you know, it happened Monday. It didn't happen Tuesday; I haven't checked the video but it happens all the time. They just pulled right on in, like they own the property. This is where my customers and my visitors pull in, and they just violate private property and just back into their parking lot. I mean, I wave and they wave back. So, anyway that's completely trespassing and I don't appreciate that.

CHAIRPERSON ENNES: I think we understand the issue. Okay, that's unfortunate.

MR. WEBER: I've got a video during their build-out for this vendor; they hit one of my ComEd poles. It became unhinged and it is now drifting toward my building. I've had ComEd out here. In the spring, they're going to rebuild the base, but I am at, one of these days one of these trucks is going to knock my ComEd pole down and I'm out of power and I'm out of business. I don't think that's fair and I don't think that's right. ComEd says, well, you can, at your expense, Mr. Weber, put the bollards around all your aboveground power, but that's very bad.

I've got a library of videos, Mr. Ennes. If you would like me to show you, I can show it to you all. They're coming on my property and, you know, this piece of property is not meant for such a distribution site like this. I'll turn it over to Steve who is here and is helping from a traffic --

CHAIRPERSON ENNES: Steve, what do you have to provide to us in this regard?

MR. CORCORAN: I have two minutes comments or less. Again, my name is Steve Corcoran with Eriksson Engineering. First of all, Weber Packaging asked me to look at the traffic study, but the traffic study like most of the studies we all do is what is the impact on the public road system, and clearly that's not the issue here. For some reason, they used an older version capacity software, but that's my only comments on the traffic study. They didn't address

internal circulation, and some two perspectives. Number one, you know, over-the-road trucks has been discussed. You've seen in your auto turn truck pass coming to and from Algonquin Road could easily do proper movements and accommodated without impacting the Weber property. But as Doug mentioned, the truck drivers don't know that and they're driving wherever they want, so be that as it may.

The second issue is that the inter-site traffic which for the first time tonight we heard it's about 30 trucks a day, I'm assuming that they have more with more docks. But the problem is truck drivers want to back up on their driver side when they're backing into a dock. So, when a trailer leaves today or in the future that south parking area, they're going northbound. They're not going to then from the northbound direction back into the dock because that's on their passenger side, their blind side. So, what's happening now, and I think there's one video in that collection we haven't show, is then they try to make a U-turn on the roadway or they encroach on Weber property, and so that then they're facing southbound and then they could back up on the driver side looking over their shoulder. If we put the barrier in there which helps with the encroachment issue, we're still going to have this issue with U-turns from the south trailer parking lot into the docks.

You've heard about safety and encroachment in the parking lot, so I won't elaborate on them. Those are my comments, thank you.

CHAIRPERSON ENNES: Thank you.

Mr. Weber, thank you for your comments. I don't know if you had any more, but I'm going to see if we have anybody else in the audience that has comments.

Sam, is there anyone else?

Thank you though.

MR. WEBER: Thank you.

MR. HUBBARD: If there's anyone else in the audience that has a comment on this petition, if you could raise your hand, click the Raise Your Hand feature on Zoom, or if you're on a phone, dial *9 and I can bring you into the discussion.

Okay, I see no more hands raised.

CHAIRPERSON ENNES: Okay, I'm going to close then the public portion of the hearing and move on to Commissioner questions.

Who, Lynn Jensen please.

COMMISSIONER JENSEN: Yes, I just want to clarify. Mr. Winkler indicated correctly I think that there was a Plan Commission vote of four to four which wasn't approval or disapproval as I recall. We had a very lengthy discussion if I recall correctly, and we did a four to four because we basically thought that that had to be sorted out at the Board level, but also it gave the two parties an opportunity to work things out. That I think is what we communicated rather strongly to them, that they needed to work that out before they went to the Board. So, it wasn't that we didn't give approval, we didn't vote approval at all. It was just basically a deadlock thing.

The other question I would do, it would be good to have some clarification as to why Hamilton went through the process of signing some documents and then a few days later basically terminated them and then went incommunicado and did not talk to anybody going forward. I'd like to have a little clarification on that.

MR. WAUTERLEK: Bruce?

MR. GARNER: Commissioners, I can speak to that. My name is Bruce

Garner, G-a-r-n-e-r. I've been on the meetings since the beginning, so I have been sworn. I'm with the law firm of Luetkehans, Brady, Garner & Armstrong in Itasca, and we've represented Hamilton Partners for over 20 years now.

I've reviewed the memorandum submitted by Mr. Winkler on behalf of Weber Packaging Solutions, and I've also listened to his comments tonight. Unfortunately, Mr. Winkler's memorandum and his comments tonight do not contain an accurate representation of the facts relating to the dealings between the parties, and is therefore completely, and I want to underline it, completely misleading.

The lone condition contained in the 2018 Village Ordinance approving Hamilton's PUD indicates that the Petitioner shall continue to work with Weber Packaging Solutions and the Village of Arlington Heights on acceptable improvements as determined by the Village to the shared private access roadway to provide for adequate passenger vehicle/truck traffic separations. This may include but is not limited to striping of the access driveway and landscape areas to separate and protect vehicular movements.

No agreement was required, but we were prodded by this Commission to talk to the Webers and try to come to an agreement if possible. In keeping with the spirit of the ordinance and this Plan Commission's directives, Hamilton worked with Weber Packaging for approximately six to eight months, as Mr. Winkler indicates. In that six to eight months, he and I both drafted with the parties' input two agreements--an amendment to the 2006 private access drive easement between the parties, and secondly a water main easement agreement which would allowed us to tap into a water main on Weber's property.

The amendment to the private access drive would have entailed Hamilton taking over 100 percent of the maintenance of the private drive, an obligation that was and is today borne entirely by Weber under the 2006 easement agreement. In return, Weber would grant an easement across its property to the water main located on the Weber property which would enable Hamilton to tie into that for its development.

After six to eight months of negotiating these documents and finally agreeing upon final drafts, I sent executed documents to Mr. Winkler on December 20, 2018. In the middle of January 2019, approximately two to three weeks later, Mr. Winkler telephoned me and informed me that Weber now required the additional payment of money to Weber before it would execute the documents. I informed Hamilton Partners of this new demand. Shortly thereafter, John Wauterlek, a principal with Hamilton Partners, met with Joseph Weber to discuss the matter. During that discussion, Joseph Weber reiterated the new demand for the payment of money to Weber to execute the easement documents.

Since the demand of payment had never come up between the parties prior to January 2019, Hamilton was understandably surprised by this new demand. Hamilton believed that taking over 100 percent of the maintenance of the private access drive was more than sufficient consideration for the water main easement to be granted to Hamilton. Accordingly, in early February 2019, Hamilton made the decision to break off discussions with Weber and find another water main to tap into for its development.

On February 8, 2019, I wrote Mr. Winkler to inform him that the easement documents that had been sent to him executed by Hamilton were no longer effective and should be destroyed. Mr. Winkler's memorandum and his comments here tonight indicate that this was inexplicable and a complete surprise to Mr. Winkler and the Weber folks. That's not true at all. Mr. Winkler knew that his client had attempted to simply extort money out of

Hamilton. Accordingly, Mr. Winkler's response to my February 8th e-mail and letter sent by him to me on February 11th, this is Friday to Monday, was only three words. I told him destroy those documents. Three words.

I'm holding this up so you guys can see this. Hopefully, you can see this. It's backwards I know, but I'm holding that up. If anybody can see that? That says "Bruce, will do." That was sent on February 11th. Does that sound like the response of somebody that was surprised or found our actions inexplicable? I don't think so.

Because the Village knew the lengths that Hamilton had gone to to cooperate with Weber and appease their concerns only to have the rug pulled out from under us, the Village offered to work with Hamilton to find a solution to its water main issue. On March 6th, and I went back and forth with Robin Ward, Village attorney at the time, to see if the Village could use its easement to get to the water main for Hamilton and connect Hamilton to the water main on the Weber property. An agreement was drafted, several drafts went back and forth between Robin Ward and I, and it had Hamilton obviously reimbursing the Village for expenses related to any construction. We decided that we did not want to involve the Village or us in further dealings with Weber, so we went and found a water main on the north end of the property to tap into at much greater expense than what we could have done on the Weber property. So, we walked away from the Village's offer to tap into that water main for us.

Finally, Mr. Winkler's memorandum delivered your requests that a mutual acceptable easement agreement be required to be negotiated and executed by the parties and recorded with the Cook County Recorder's Office. We did that back in 2018, first of all, we did that, and then we were extorted for money. The very concept of ordering us, and I'm going to, I think Sam has a copy of the 2006 easement, the easement drafted in 2006 was drafted by Mr. Winkler back when Weber owned this property. So, it gives each party the right to use the access easement, and I'm going to read from it:

The use of the easement premises referred to in paragraphs one, two, three and four above are not confined to present uses of the parcels, or to present means of transportation. It goes on to say, exclusive use of the easement premises is not granted to any party the right to use each and all of the easement premises for ingress or egress. It is expressly reserved to the respective grantors and their successors and assigns.

The easement contemplates that the uses might change. Weber drives its trucks over that same easement and has for years having benefited off of it. The other issue is any time Weber trucks go northbound, they understandably cut off any traffic moving southbound on that private access easement, but Weber doesn't talk about this. But they have trucks coming in and out of there that turn right in front of southbound traffic moving on to the Hamilton property. It happens everyday because they have trucks coming in and out of there everyday.

The concept of forcing us to execute an agreement that is an amendment to an easement between private parties is ridiculous. To make someone come to an agreement with another, it hands all negotiating power to Weber. Further, an easement for the private access drive already exists in the form of the original easement recorded in 2006.

Looking back at the situation, it's clear that Weber was never concerned over safety in the private access drive. This is borne out by the fact that none of the demands made upon Hamilton by Weber had anything to do in 2018 with the design of the building or the traffic patterns. They were simply looking to make a buck off of Hamilton by

having them take over 100 percent of the maintenance of the private drive, and then they weren't happy with that, they demanded cash from us at the eleventh hour.

The use that Hamilton wishes to put the private access drive to is already contemplated within the original 2006 easement agreement drafted by Weber's counsel. The design of the second phase of the development has been studied at length by Village Staff, and they recommend its approval with the conditions noted. They recommended it because it's a safe design and a less intensive use than the use already approved by the Village. Hamilton is willing to accept the conditions of approval requested by the Village. Those conditions already address any safety concerns that Village Staff has regarding Hamilton's second phase of the development.

I'll reiterate. The application is for a less intensive use than the use already approved by the Village for this property. We request that the Plan Commission approve the application that is recommended by Village Staff.

I'm going to say one more thing. I was sworn in tonight at the beginning of this hearing. Mr. Winkler hasn't been sworn in, nor has anybody on the Weber side. I will go to any courtroom in America anywhere and say the exact same thing because I know what is true and I know what happened. Thank you.

CHAIRPERSON ENNES: You were sworn in and we do swear in our petitioners and their teams. We do not swear in people from our audience given that. I'm going to go to the rest of the Commissioners --

COMMISSIONER JENSEN: Can I just --

CHAIRPERSON ENNES: Lynn, you have your hand up then?

COMMISSIONER JENSEN: Can I get a clarification on Mr. Garner's comment? Who pays for the maintenance now under that 2006 agreement, the maintenance of the access road?

MR. GARNER: One hundred percent Weber.

COMMISSIONER JENSEN: Weber pays 100 percent?

MR. GARNER: Exactly.

COMMISSIONER JENSEN: So, the money they're asking for is to basically, they want you to maintain a share of that, or some or all of the access maintenance, is that right?

MR. GARNER: No, incorrect. What they did was the easement amendment that we negotiated and drafted and signed on Hamilton's side would have flipped the maintenance obligation and made it 100 percent Hamilton's obligation. We were willing to do that if we got a water main easement in return for it. We were willing to do that. We signed both documents and sent them off and we were fine with that. Then at the eleventh hour there was a cash grab.

COMMISSIONER JENSEN: What was the reason they gave for wanting additional cash if it wasn't maintenance or the water main?

MR. GARNER: There was no reason. It was, actually the reason that was told to me by Mr. Winkler was Joseph Weber, who I note is not with us tonight, said, you know, you're not getting enough from them.

COMMISSIONER JENSEN: Thank you for clarifying that.

CHAIRPERSON ENNES: Sam, I have a question for Staff. Really two things. In the original agreement, was there any discussion about accessing this water main?

Was that ever part of it, or is this something that was added on in the negotiations?

MR. HUBBARD: That was something that was requested by Hamilton Partners outside of any condition of approval that was established by the Village as part of the original PUD. It was something they wanted from Weber simply for their development-related costs. It wasn't something that we had addressed via a condition of approval.

CHAIRPERSON ENNES: Okay, and if my recollection is correct, what was being envisioned was that the Petitioner upgrade the common access road in and out. Was maintenance part of that?

MR. HUBBARD: No, ongoing maintenance would be per the currently existing easement agreement. It was just that the Village was requiring Hamilton Partners to basically start it off with a fresh new, brand new pavement, heavy duty pavement suitable for their trucks moving forward, established during their build-out. Then once they did that, then the maintenance costs would revert to, you know, the previously established easement agreement.

CHAIRPERSON ENNES: Which was for the two occupants to bear this, right?

MR. HUBBARD: No, currently, the current easement places 100 percent of the maintenance costs on Weber.

CHAIRPERSON ENNES: Okay, thank you.

Commissioners, any other questions?

COMMISSIONER CHERWIN: Yes, this is Jay. I have a question if you don't mind, Sam. What again was the hold up going back to the retention area to the northwesterly corner of the building that was supposed to be conveyed? What's the hold up on getting that conveyed? My understanding was, I recall that was a condition and it didn't happen. What's the hold up there?

MR. HUBBARD: Unfortunately, I cannot answer that question. Only the current property owner and individuals who that property was to be deeded to would be able to answer that question. My understanding, and I can be corrected if I'm wrong, but as part of the whole package with the water main easement agreement between Hamilton and Weber, and the changing of the maintenance costs to Hamilton, as part of that whole agreement, I believe transfer of Outlot A was to be effectuated at that time. Then when the whole thing fell apart between the two parties, the Outlot A remained under ownership by Weber.

COMMISSIONER CHERWIN: But wasn't Outlot A supposed to be conveyed even before the Hamilton Partners development?

MR. HUBBARD: It was, yes.

COMMISSIONER CHERWIN: So, that was supposed to be --

MR. HUBBARD: Why it never was, I don't know.

COMMISSIONER CHERWIN: That's maybe a question I would have for Mr. Winkler or Mr. Weber. If that's okay, Terry, if they can answer that question?

CHAIRPERSON ENNES: Yes.

COMMISSIONER LORENZINI: Yes, Terry, I would like to hear a little bit from the Weber group also. Mr. Garner had some quite a few statements. I'd like to hear the other side. I know it's unusual, but I think we should in this case.

MR. WINKLER: Well, I think that, I heard some rich fiction. Absolutely unbelievable story there. In my letter of March 4, I referenced, and you guys have a copy of it, that sometime around the week of January, the third week of January 2019, Joseph A. Weber,

Jr. and John Wauterlek met privately to apparently discuss various issues relating to documents and to Hamilton's proposed project. I was not at the meeting; I don't think Garner was either. I do not know all the specifics that were discussed. I never talked to Joe Weber one time about what happened at that meeting. I have no idea.

The important thing is the next paragraph says after the meeting between Joe and John, the original documents which you sent to me were returned to my office executed by Joseph A. Weber, Jr. and Weber Packaging Solutions. So, this tall tale about some money which dirtied up this conversation, I have no idea what he's talking about. There was no money being exchanged. There was no money requested by me as an attorney in a document. What was discussed between Joe Weber and John Wauterlek, neither one of which are on this call, I guess you can call them in and ask them, but who cares? It's water over the dam. It never went any place.

I don't think I got an adequate answer from March 4th on. Now I hear an explanation that I guess they were upset because they thought there was money involved or some request. But, you know, I think it wouldn't be unusual to expect the courtesy of at least a phone call, an e-mail, a message, something that tells us where you guys stand.

CHAIRPERSON ENNES: Commissioner Cherwin, was that your question or was your question related to the transfer of the outlot, Parcel A?

COMMISSIONER CHERWIN: Yes, my question was not answered at all. My question is the retention basin on the northwesterly part of the Hamilton building. Why was that not conveyed? My understanding is that was supposed to be conveyed even ahead of the Hamilton Partners development. What's been holding that up is my question to the Weber team?

MR. WINKLER: My answer is I think that that conveyance goes back to, I think the intergovernmental agreement which I worked on back in 2002, which had requested that document after the project was completed which was then years later. To be honest with you, no one ever asked for it.

COMMISSIONER CHERWIN: I think we asked for it in the --

MR. WINKLER: I'm not making an excuse; the client was never asked for it and that the reason that it was never delivered. Obviously, there hasn't been any communication with our office and Hamilton's legal counsel.

COMMISSIONER CHERWIN: I think it was clearly set forth in 2018 as it came up as an issue that that had to be conveyed, and it wasn't.

CHAIRPERSON ENNES: That was one of the conditions, I believe.

COMMISSIONER CHERWIN: Yes. So, I mean, it's not like, and you guys were at the hearing, so it's not like it was, you know, it was kind of -- for 15 years. I mean, it came up in 2018 and it hasn't been done. That's fine, I just wanted to get that cleared away. I'll pass. I may have another question, but I'll pass the baton, Terry. I don't want to keep it up.

CHAIRPERSON ENNES: Okay, any other Commissioners?

COMMISSIONER DROST: Can I pipe in?

CHAIRPERSON ENNES: Please, Mr. Drost. Commissioner.

COMMISSIONER DROST: Yes, thank you. I just wanted to kind of step back a little bit here because this is sounding more like a trial.

CHAIRPERSON ENNES: And it's not supposed to be, right.

COMMISSIONER DROST: And it's not. From a procedural standpoint,

maybe it's time to kind of step back a little bit, try to identify the issues that might be at odds. Rather than having this series of recriminations, one against the other, let's go into a backroom with the parties, with Weber and with the Village and with Hamilton and kind of resolve and see what really the pinch points are.

That being said, my sort of concept on this is if you're going to allow for any development, any neighbors' property shouldn't be put in a condition less than what it was before the approval. So, that needs to be sort of a characteristic or a benchmark to this whole process. Is Weber going to be worse off? That can be in a multiple list of things. What's the damage to the property, to the value of the property that Weber owns based on allowing for this truck traffic to come in and out and not abiding by this hearing of what was agreed to back in October of 2018?

Second issue. As far as our own, the way that we deal with this procedure, I think if you've got such an intertwined neighbor in the Petitioner's request, they should be like a party to this whole process. They shouldn't have to come out of the audience and explain themselves. They need to have a full and robust response. There should have been some more preparation as to how these issues would be dealt with or resolved because I don't think we're in a position here to be triers of the statements that the parties make.

Next issue would be the cost to Weber. I'm sure that they're incurring costs, and how are they compensated for this? This is not just an exercise of fun for them. This is actually, you have some serious economic aspects to it, and they can't just be, you know, spending money to explain what their concerns are.

The third, and I'd like to address this to Mr. Wauterlek, and I appreciate the sort of overall scenario that you've portrayed about the economy has changed and we as a Plan Commission are recognizing this, too, we want to move with the moment. We don't want to stay stuck in the past. You mentioned some statistics, you know, about the unemployment going up from 3.9 to 8.9 in the community and that Hamilton is going to be the savior for this, and notwithstanding the fact that you mentioned something about Arlington Park, that that's going to be a hole in our economy. What do you know about that that we don't know? Is that some kind of a teaser for us?

You know, you've got to be a straight shooter, you know, you've got to kind of pretend, you know, to be more realistic in those presentations. That's not to pick on you from the standpoint of, you know, we're economic animals, too. We like to respond to the market but, you know, that kind of stuff I think is, unless you can tell me what you know about the Arlington Park Race Track and how it's going to impact the community, I can appreciate your information. All right, that's it.

CHAIRPERSON ENNES: Okay, Commissioner Drost, very well put and thank you.

Okay, any others? Commissioner Dawson, please.

COMMISSIONER DAWSON: Yes, just as far as on your last comment, George, I've heard that from a number of sources. Whether or not it's true, I don't know, but out in the public, people believe that Arlington Park is going to close next year. But as far as I'm concerned, I've lived here my whole life pretty much, they're always threatening to close, so I will believe it when I see it.

So, anyway, my comment was in response to some of the things you were saying, George, I agree that we can't have a new tenant come in and interfere with an

existing tenant. But it seems to me based on what we were hearing, that Weber is also violating or using both sides of that drive aisle. So, if you had an individual that was there previously that was inappropriately interfering with another space; they don't necessarily get to continue that just because they were doing it before.

So, it seems to me that we have two neighbors here who need to figure out how to work together. Just because you were necessarily there first doesn't mean that you don't have to work with the new tenant. That being said, I don't know how much truck traffic Weber has versus the new property. The new property to me would likely have a much more significant use for truck traffic. But I could be wrong, so I'd like to hear about that. I mean, is there somewhat of the same amount of truck traffic?

But in addition, I compare this to a situation where we have a landlord coming to us for changes, they want to their building and it turns out they have a tenant in their building that is not following the rules, right? What do we always say? You've got to make your tenant follow the rules. So, what is the procedure for Weber to make complaints when, you know, for example, maybe you have just dropping the truck trailer; there's nothing okay with that. There's just nothing okay with that.

So, I'd like to know did Weber call the Village and let them know if this is happening? Because the Village has the ability to do things, you know, talk to, you know, Hamilton Partners, call them up. But if Weber is not reporting it, if Weber is not telling us it's going on, we have no ability to correct it. We can't take action and help you in support, you know, if all you're doing is recording videos to pop in out of Plan Commission meetings.

So, you know, again what is the comparison? Maybe this is a Sam question, or I don't know who, I don't think these two parties are ever going to agree on this. But the use of truck traffic, Weber versus Hamilton Partners, Sam, do you have any understanding of, you know, is one more significant than the other? And there was a lot of comments by Hamilton that this is a reduced, going to be a reduced use than what was previously approved. Is that correct, Sam, in your opinion?

MR. HUBBARD: So, relative to a comparison of truck traffic generated by the Hamilton Partners development to the Weber development, the Hamilton Partners development is a more intense use of truck traffic. That being said, the proposed PUD amendment has a slightly lower overall truck traffic, heavy truck traffic generating use compared to what was anticipated under the already approved 2018 PUD.

COMMISSIONER DAWSON: Okay, so thanks, that answers my question. We have a reduced use here, so to me it comes down to a tenant that's not following the rules and needs to be responsible for making sure that the drivers are following the rules. But Weber on the flip side also needs to be responsible for making sure that its truck drivers are also following the rules, and everyone is being a good neighbor. That's my only comment.

CHAIRPERSON ENNES: Commissioner Dawson, I agree with --

COMMISSIONER DAWSON: No, wait. I did have the one comment about did Weber report it to the Village, sorry. That wasn't addressed.

Sam, have you heard these complaints before this hearing?

MR. HUBBARD: Yes. Mr. Weber has been in close communication with the Village on what's been going on on his property and along the shared access drive. The Village is somewhat constrained in what we can do because it's private property; it's not a public street. So, we can't go and issue somebody a ticket for leaving a trailer for seven hours on a

private drive.

MR. WEBER: I'd like to make one comment. Ms. Dawson is correct, there is a very difficult, what do you do? What does Weber do if this PUD gets approved? There are continual problems. Do I go to the Planning Committee? Do I call the Arlington Heights Police Department? They're going to say it's a private road, it's not our concern. You know, I just want to be very clear.

By the way, we have five docks, five shipping dock doors, two receiving, three active shipping. How many do they have? They have 51. So, they have far more traffic than we do.

COMMISSIONER DAWSON: No, I understand that. I hear what you're saying. That video of leaving the trailer, that's very upsetting to me. Though some of the other truck maneuvering, you know, I'm not an expert in truck maneuvering, I've got to believe that Hamilton could show up at the Village Board meeting with video of its own. But, you know, that trailer is pretty hard to get around.

You're right, if it's private property, it's a legal battle between two private, you know, between the two properties and now you're incurring additional cost. But we do have an approved PUD right now and they're asking for a reduction. So, how, I mean, Sam, could they go forward with the current, they couldn't go forward with the current --

MR. WEBER: It's not a reduction. The traffic is going to increase because the traffic study does not take into account trucks, and remember they've got 99 parking lot spots for these trailers. It's going to go from parking lot to the warehouse, and the warehouse back. My biggest beef, and I don't mean to be cheeky here but the rules of the road on navigating the access road is there are no rules of the road. They will do whatever they need to to get to the dock.

COMMISSIONER DAWSON: Right, you're saying the drivers will, but --

CHAIRPERSON ENNES: Excuse me just a minute. Commissioner Dawson, is that a question of Mr. Weber? Because actually we've closed the public portion.

COMMISSIONER DAWSON: No, it was. No, no, I did ask Mr. Weber for how he has been, with his communications, yes. So, I do feel that he was addressing my question.

CHAIRPERSON ENNES: I just want to clarify the fact that --

COMMISSIONER DAWSON: Yes. No, I understand that public commentary is closed, but I did ask questions and did ask for clarification from him --

CHAIRPERSON ENNES: Right.

COMMISSIONER DAWSON: -- and if Hamilton Partners wants to address some of this, you know, I'm okay with that. But, you know, my question to Sam is we have an approved PUD and they're asking for changes. Could they go forward with the PUD as it currently stands without coming back to us? There is no agreement between the two, so I think that's a hurdle, correct?

MR. HUBBARD: There was never a requirement for an agreement to be executed between the two. We only required that they work and collaborate towards that. Again, it's impossible to force them to come to an agreement and we realize that. So, in lieu of that and in order to address some of the truck traffic that would be occurring on the site, we encouraged them to come to an agreement. But we also required that Hamilton Partners pave the 22 feet on the Weber property if allowed by Weber.

To answer your question, the approved 2018 PUD Phase II could move forward as approved provided that any building permit plans were substantially compliant to the approved PUD plans.

COMMISSIONER DAWSON: Right, so that's a point I really wanted to make here is that if we say and this doesn't go forward, they could just build the already existing approved plan. So, we do have an opportunity because they're asking for a change for us to make sure that we're approving it for the benefit of Weber as well. They're asking for a change, so we have an opportunity to ask for some accommodations and to address Weber's concerns.

Staff feels that they have done that. Is there any more room to make more accommodations for Weber to make them more comfortable with the use of the space with the truck traffic maneuvering?

MR. HUBBARD: I think the conditions that Staff has recommended, we believe helps to address the situation. Some of the primary concerns represented by Mr. Weber, specifically the trucks encroaching on his property outside of the easement, with the construction of those landscape islands it would be very effective in preventing that. Again, those are improvements that would be required by Hamilton Partners, but only if Weber allows them to make those changes because those are on the Weber property, even outside of the easement areas.

COMMISSIONER DAWSON: Okay, that's all my questions. Thank you very much, Sam, for that clarification.

MR. WAUTERLEK: I'd like to make a comment if possible? So, from an enforcement standpoint, we're located in Itasca. We have over 300 employees. We have a great reputation. We've worked with Arlington Heights in the past and other municipalities local to the area. I think Sam could attest to the fact that we've been a good resident and that we have been responsive and try to go above and beyond everything, you know, that's required of us just to be a good resident of the community.

Additionally, to Commissioner Dawson's point, the alternative is going from the approval we're requesting which is a total of 26 dock doors on the entire facility to 68. You know, I think it's also important to note as we get into the movement of trucks along the access drive, there has been no change to any setbacks between the two properties. From a form and function standpoint, the design was analyzed in depth by the Village in the 2018 process and none of that has changed since.

We had hoped to avoid just the sordid history between the two parties. I guess the part to me that is the most powerful is that we gave the Webers a signed agreement in the middle of December, and then we rescinded it in February. If that was something that they wanted to do and to act in good faith, I just don't understand, you know, why they didn't sign it. You know, as a Petitioner, we came in and we agreed to a variety of things, and at some point you just run out of time and you've got to find, you know, a different alternative, and that's what we did.

COMMISSIONER DAWSON: I don't want, not to cut you off but, you know, the public comments are already closed and I'm glad you're clarifying. I did not want to go into this contract and who signed it and who didn't sign it. As far as I'm concerned, maybe the other Commissioners disagree, as far as I'm concerned, that has zero bearing on my analysis today because it has nothing to do with the Plan Commission's purview. I am concerned about truck traffic and the imposition on the Weber property.

So, that's really what I wanted to address. Hamilton Partners, yes, you've been a great member of Arlington Heights. The problem is you have a tenant that's misbehaving and you're not doing enough about it to protect the neighbors. That's where you need to, when you saw the video of the truck, you needed to do something about it. You should have, you at least have the ability to do things about it. That's my concern, you're a great partner to Arlington Heights, but your tenant and their drivers are not acting that way. That needs to change.

So, you know, I think, Terry, if you want to move on to the other Commissioners that have questions?

CHAIRPERSON ENNES: Absolutely.

Any other questions out there?

(No response.)

CHAIRPERSON ENNES: Okay, well, I have a couple.

Mr. Wauterlek, obviously, there's a problem with your tenant's trucks going on to your fellow PUD property owner. Do you think, are you agreeable, first of all, I should have asked you earlier, we have these conditions in the Staff report. Are you agreeable to all of those conditions?

MR. WAUTERLEK: Yes, we are.

CHAIRPERSON ENNES: Okay, are you agreeable to putting in the landscaping to try to minimize, not just the new tenant but any of the tenants to be driving on the Petitioner's property? You understand as a real estate person, a development person, the property that you have there is a very intense property. It's very difficult. Your trucks pulling in and out of there need to utilize that shared service road to make the turn in.

I don't think, you mentioned the fact that this is all utilized in depth, and back in '87 when we looked at this, all indications were they would be able to, truckers would be able to, semi-truckers would be able to pull in and pull out of those spots by staying in the northbound lane without really going in to the other side of it, which is shared. You both use it. The majority of it, the use, is from your trucks with all those docks, or your tenants' trucks with all those docks as opposed to the five or six docks that the adjoining property owner has. I think that's where the discussion came about you're picking up some of the maintenance on those roads and making them capable of handling this intensified use as a kind of a truck terminal distribution facility.

But, so you're okay with all of those conditions including, I'm not really sure how the bushes and the landscaping will stop some of these trucks from pulling down the drive aisles to make their turn ins. Sam, what are your thoughts on that? You know, like this one that pulled up to their front door to back into this dock. I can understand the difficulty that these semis are having getting into those spots.

MR. HUBBARD: So, first of all, to the point of the video that's showing a truck pulling completely into the southern parking area on the Weber property, if the Phase II modifications are approved, that would be, you know, an entrance and exit only into the southern parking area. That wouldn't allow staging within that southern parking area. That's occurring presently only because there is a temporary parking area for Frito-Lay for their trucks there that doesn't have the same type of access that it would with the Phase II modifications. So, that type of movement would not occur on the southern portion of the property just due to the design of the Phase II modifications. I'm happy to point that out to the plans that would help.

Also, the exhibit on the landscaping may be a little bit misleading. The landscaping would be added into landscape islands that are not currently there today. It's just open asphalt. So, with that open asphalt area, it allows trucks to easily pull into the Weber property and back into the docks. But if those landscape improvements were installed, it would create a physical barrier, a curbed landscape island with landscape included, that would prevent those types of movements to occur on the Weber property and would confine them to the shared access aisle.

CHAIRPERSON ENNES: Thank you, Sam.

Any other questions?

COMMISSIONER LORENZINI: Terry, I have a question for Sam.

Sam, the landscape islands, I assume Mr. Wauterlek is going to be responsible for maintaining those landscape islands and not Weber?

MR. HUBBARD: No, there's nothing in the condition that places responsibility of maintaining those on the Petitioner. They would fall entirely on the Weber property and they would be outside of the easement, so maintenance of those areas would fall with Weber.

COMMISSIONER LORENZINI: Okay, that doesn't seem right, but okay.

COMMISSIONER WARSKOW: So, have we heard from Weber whether or not they feel like these landscape areas are going to remediate the issue to their satisfaction?

MR. WEBER: That's something that we received from Village Staff. Sam provided them last week. We're taking it under advisement. There are some concerns we have. Number one, we need to get in touch with the Fire Department. You know, those pumper vehicles, they need an adequate building. So, you know, the way to try to protect our property really needs to be evaluated to make sure that emergency service vehicles can get access to our building in case of emergency, you know, that's number one.

Number two, most of the plumbing, or the water and sewer is on our side of the easement. So, we've got to make sure we're not going to put them on top of what usually is going to break. Sewers do need servicing. So, these are some of the questions we have. We're not opposed to it.

The only difference is why do I have to change my property because somebody, a big developer comes in and, you know, creates a lot of traffic issues? But in the spirit of compromise, that is something that we're taking a look at.

Oh, and just one other thing, I just want to, you know, I mentioned risk. ComEd is another real big, big problem. So, you know, I have some videos, Sam, I don't know if you could show it, they hit one of them. They hit a ComEd pole. If I lose power, I'm out of business. ComEd is not the swiftest of foot right now. They hit it, it's tilting.

We all live in Arlington Heights --

COMMISSIONER WARSKOW: I think we've heard that argument, so that's, yes, already into consideration.

MR. WEBER: Yes, appreciate it.

CHAIRPERSON ENNES: Commissioners?

Commissioner Jensen, you're muted.

COMMISSIONER JENSEN: If I recall the discussion we had the last time this came before us, it was rather lengthy and it went through a whole bunch of things. I think that both Commissioner Drost and Commissioner Dawson have kind of refocused us on what

should be happening, which is there are some things that should be worked out by the two parties. It's not something that's in the purview of the Plan Commission. But we felt that they needed to be worked out and I believe that's why we had the split vote that basically left the Board without a specific recommendation from the Commission. We've kind of released the responsibility of sorting that out to the Board.

I would ask Sam, did the Board follow-up and try to encourage the two parties to actually work something out before the PUD would be approved by the Board?

MR. HUBBARD: You know, I don't recall specifically what transpired between the Plan Commission approval and Village Board. I don't believe there were any communications and negotiations between the two parties in between those two public body meetings. I think most if not all communications and negotiations occurred after Village Board approval was granted and then when Hamilton Partners was designing their site and looking for water and addressing the conditions of approval relative to paving of the shared access drive.

COMMISSIONER JENSEN: Well, I do find it odd and I certainly don't want to open this up as a topic, but I find it odd that one party thinks they're being required and extorted as money is being asked of them, and the other party says they had no idea what they're talking about. So, they need to improve their levels of communication. I still think, as we've said before, they need to start working together to make this, you know, to actually come to some accommodation that makes sense to both parties, but I don't think we gave approval.

What does it mean, Sam, when you have a split vote four to four? I don't think that means it was approval or recommending the approval, does it?

MR. HUBBARD: It means a motion for approval failed and there was no alternative motion, so it went forward without a recommendation.

COMMISSIONER JENSEN: Right, right. So, we did not give any approval and basically because we didn't feel we could sort that out. As I said, I think Mr. Drost is right, we should not be a trier of facts or anything else. I mean, I think we've got to look at what's in our purview.

COMMISSIONER DAWSON: Right, so Lynn, to that point, this is where I struggle because it has nothing to do, really whether or not we approved it before is irrelevant, the Village Board approved it and there was a PUD approved. Now, they're asking for a variance, and we have a very limited purview when it comes to this variance. We have to look at the property as approved and see whether or not the amendment is within the character of what was approved.

You know, Village Board has a much broader purview, you know, they will consider things beyond what we will consider. But from a Plan Commission perspective, we don't have a lot to consider here. I think we just need to make comments and, you know, address concerns that we have. Maybe if we wanted to in our comments section after our vote that we wanted the Village Board to consider, but I don't see a lot of room here from a Plan Commission perspective to go into a lot of the issues that were brought up.

COMMISSIONER JENSEN: I agree completely. I agree completely.

CHAIRPERSON ENNES: Well, Commissioner Dawson, a question for you. So, you don't think the status of some of the conditions that were placed on the last approval, while we did not approve it, that those conditions which I believe were continued by the Village Board haven't been met, should it be something that we take into consideration in the approval of this request?

COMMISSIONER DAWSON: No, no, that's not what I'm saying. What I'm saying is there is an approved PUD with certain conditions, okay.

CHAIRPERSON ENNES: Right.

COMMISSIONER DAWSON: Now, they're asking for an amendment.

CHAIRPERSON ENNES: Right.

COMMISSIONER DAWSON: So, we have to look at what was approved and what the amendment is, and whether or not their requested amendment is within the character or does it deviate significantly from what was previously approved. That's what I see is our purview, and I just don't see a lot of, that doesn't mean that, you know, they're asking for us to waive some of the conditions that were met so we could, if you feel that that's a significant deviation, then you vote no, right?

CHAIRPERSON ENNES: Right.

COMMISSIONER GREEN: If I could just make a comment? Don't we have, Terry, seven variation recommendations here?

CHAIRPERSON ENNES: Yes.

COMMISSIONER GREEN: There's seven, and that's what we should be voting on tonight are seven. They're listed here at the end of the report. Is that correct?

CHAIRPERSON ENNES: That is correct.

COMMISSIONER GREEN: Okay, so I think the rest of this, as interesting as it is, we can't talk about it, we really shouldn't talk about it. We're not holding court here; I agree with that statement totally, that we should be staying on the PUD variations as we see them. Either we agree with them or we do not. The rest of it is legal matter, and we're not here tonight to do that.

CHAIRPERSON ENNES: But we also have latitude, given past history, to indicate that some of these conditions we may want completed prior to approval.

COMMISSIONER DAWSON: Sure.

COMMISSIONER GREEN: Okay, if you want to add more than the seven that are here, sure, if that's what you do.

CHAIRPERSON ENNES: No, I'm throwing this out there for you. Should we require them to complete some of the things they were supposed to, transfer of Parcel A and some of these other things, should we require that be completed beforehand, or do we just want to pas this on to the Village Board?

COMMISSIONER GREEN: Sam, maybe you can tell me. Am I right or wrong on this that we're supposed to stick to these seven variations as they're listed here? Either we agree with them or we do not, either we revise them if you would like or not? So, I don't think that we can just, unless you want to, go add more variations here or more, you know, one through 10 then or whatever it is to get back to where we were before. But I don't see that as, if it's not listed here, we should limit what we're discussing here because it's beyond what we called this meeting for.

Sam, am I right or wrong on that?

MR. HUBBARD: Yes, I mean, there's five variations, and there are seven conditions of approval.

COMMISSIONER GREEN: Right, right.

MR. HUBBARD: If the Plan Commission feels they would like to add or amend those conditions of approval, they certainly can. If they feel like the Petitioner's proposal

is introducing a use that's going to, you know, create extreme adverse impact on the neighboring property owners, you can deny the request or you can add additional conditions of approval or you can find that the conditions as recommended by Staff will address the concerns with the proposed use and PUD layout.

COMMISSIONER DAWSON: Sam, can you walk us through what is it that, or maybe Terry, can you walk me through what it is that you feel was not met that is a concern of yours? That isn't addressed by Sam's, there's a couple of things being repealed and adjusted here.

CHAIRPERSON ENNES: Okay, I'll mention the two things that are of concern to me. But Sam, if you could confirm this, the issues that weren't completed from the first approval, are they included in any of the seven conditions?

COMMISSIONER GREEN: Condition three is one, Terry, yes.

MR. HUBBARD: The only modifications to the previous conditions of approval relate to repealing two of the previous conditions of approval that are no longer applicable because the site plan has changed to where it's no longer relevant, and a modification to the condition on transfer of ownership relative to the Outlot A which should have occurred prior to recording the final plat of subdivision. It did not, and now we're reinstating that condition essentially to say now it has to occur basically as soon as the property is offered, you know, to Hamilton Partners from the current owner, that it must occur.

COMMISSIONER DAWSON: So, it's still a condition in the Staff recommendations, it's not going away.

COMMISSIONER GREEN: It's number three.

COMMISSIONER DAWSON: Right, right. I mean, yes, I'm agreeing. So, that's, yes.

COMMISSIONER JENSEN: Well, then it's a bit --

COMMISSIONER DAWSON: That's been confusing; that's been very confusing.

COMMISSIONER JENSEN: It's been very confusing because when we asked why it hadn't happened, when Commissioner Cherwin asked why didn't this happen. We went to Weber and said why didn't you convey it. But if you look at three, three has to do with the Petitioner accepting the conveyance. So, I'm confused as to whether it was ever offered that it would be conveyed or not. So, who fell down in executing this conveyance of that property?

COMMISSIONER DAWSON: We can't make Weber convey property. They're not part of this petition. That's why --

MR. HUBBARD: It's a requirement that they convey the property from when they subdivided it back in 2002, it was never done back then. It was made a condition of approval of the subdivision from 2002, it was never done. We're just trying to clean it up this time.

COMMISSIONER JENSEN: Right, but you're imposing that. You're saying, to the Petitioner and that's the one we have to deal with, the Petitioner has to accept it. But if Weber never initiates it, it isn't going to happen.

COMMISSIONER DAWSON: Right.

MR. GARNER: If I can speak to that? This is Bruce Garner again. We have never received the deed to Outlot A. We will accept the deed to Outlot A.

COMMISSIONER DAWSON: Right, and I'm comfortable with how it's

written because we can't make Weber, I mean, we could go to court, someone could sue Weber and try to get it done, but we're not going to handle that here in this ordinance.

CHAIRPERSON ENNES: Right.

COMMISSIONER DAWSON: So, the way it reads is they have to accept it.

COMMISSIONER JENSEN: Only if it's offered.

COMMISSIONER DAWSON: Not only the condition that it be transferred.

COMMISSIONER JENSEN: Only if it's offered obviously.

COMMISSIONER DAWSON: Right, right, and that's all we can do. I mean, we're not going to get involved in --

COMMISSIONER JENSEN: Okay, that clarifies that. I can see why we'd want to leave three in, in the eventuality that Weber ever decides to convey it.

COMMISSIONER DAWSON: Right.

CHAIRPERSON ENNES: Okay, and as far as administration of the PUD, that's between both parties and the Village, right, not us. So, if they're unhappy with what's getting done or who's paying what cost, that's something they have to take up between one another.

Sam, is that correct, or George Drost, if you know.

MR. HUBBARD: If you're referencing the shared drive aisle, it's a private matter. It's a private easement between the two parties with provisions on who has maintenance responsibilities. It would be a private matter.

CHAIRPERSON ENNES: Right.

MR. HUBBARD: The conditions of approval address paving of it now, basically Hamilton Partners paving it over completely now for heavy truck traffic to basically start it paved off correctly and address the effects of the truck traffic that they're introducing.

CHAIRPERSON ENNES: Understood.

Okay, is there a motion?

COMMISSIONER CHERWIN: Can I just ask, Terry, one more question?

CHAIRPERSON ENNES: Go ahead.

COMMISSIONER CHERWIN: There was some discussion about marking the area as well, the easement, so that it is very clearly marked and there is, you know, I mean. there's like a center line it sounds like now, Sam, but there is no current markings, and I don't think the conditions require a current marking. I think that would, I mean, right now we've got obviously the trespassing. You know, if we were to pass this thing, you know, there could be a claim against, you know, for the ComEd damage. I mean, you know, Weber, it could be an injunction, you know, they could have all these legal revenues that really aren't within our purview I think is what we're talking about. But I think at least as far as helping the communication and forcing the communications as part of this approval, can we put in the requirement that it does become clearly marked? That way it's very clear that when the video shows, if the tenant is violating it, that's, you know, then if Weber has a claim, then it's very clear.

But, I mean, is this something that you guys contemplated adding as a condition?

COMMISSIONER GREEN: Jay, if I could jump in? Aren't those raised curbed landscape requirements, those landscape islands, that would be I assume at the Weber side end of the common easement? In other words, by putting that in, that would make a line, a curb, a landscaped area which would say stay out of here because you'd have to jump over the

trees and the curbs if you go beyond the easement.

COMMISSIONER CHERWIN: Yes, I guess I see that, and I see why that's going to mitigate a lot of it. But I think there are still some opportunities where drive aisles and stuff like that, just where the Weber cars would be going in around this landscaping in which you may have some trucks still pulling in there, you know.

COMMISSIONER GREEN: It just makes the maneuver harder. I get what they're saying here, and you now have to line up on exactly their driveway to make use of it. So, it restricts them to, you know, a 25-foot wide drive or whatever it is.

COMMISSIONER CHERWIN: Well, no, no, it's a 44-foot wide drive and that's where the --

COMMISSIONER GREEN: No, no, no. No, the landscape islands around in the parking area, so it's like going to the Jewel parking lot. So, you have a drive aisle and you have landscape islands that defines the lane that you drive in. I think that makes it harder for a 75-foot truck to maneuver. Before they just pulled in because it was a sea of asphalt, there was nothing there to stop them.

COMMISSIONER CHERWIN: But isn't Weber saying there could still be U-turn movements that are being made, you know, with the landscaping? My understanding was that there was a concern that because of the side they want to turn back on, they're still concerned about U-turns which I guess I thought that maybe those curb cuts on the landscape islands, trucks could maybe maneuver in there and still cause a problem. I guess that's my only concern.

COMMISSIONER GREEN: I think what it is is that the U-turn is an inconvenience as well as it is, in other words, they're backing up, backing up, back and forth, back and forth. I see the landscape island as being a very useful thing to keep them in the easement --

COMMISSIONER CHERWIN: Oh, I do, too.

COMMISSIONER GREEN: -- and off the private property. So, whether you pull a U-turn, remember, there is more pavement leading up to the loading docks. So, if there's no trucks in the loading docks, you probably have another 50-60 feet --

COMMISSIONER CHERWIN: Right, yes.

COMMISSIONER GREEN: -- of asphalt to make a U-turn on.

COMMISSIONER CHERWIN: Right. Yes, no, if there's no trucks in the loading dock, I can see where it's not necessary.

COMMISSIONER GREEN: Yes.

COMMISSIONER CHERWIN: I'm just trying to think of a clear demarcation, belts and suspenders with the landscape that would seem to be a pretty short cut for some paint, but that's all, that's my only question.

COMMISSIONER DAWSON: To clarify, these landscape islands are only addressing the new phase. There is nothing going in place that would help ease the existing burden on Weber. That's, you know, it's not going to get worse, but we haven't put anything in place to assist Weber in the existing violations that are occurring, correct?

MR. HUBBARD: No, the landscape island would go all the way through Phase I. So, it would help address any, you know, help to address any encroachments that are occurring on the Weber side.

COMMISSIONER DAWSON: Can you show me that, Sam? I'm not seeing

that on what I'm seeing, or maybe I'm just not understanding.

COMMISSIONER GREEN: Exhibit 3 of the landscape, page 11 of the report.

COMMISSIONER DAWSON: I'm on page three.

COMMISSIONER GREEN: Exhibit No. 3 on page 11 of 12.

MR. HUBBARD: So, you can see currently, this is how the site exists today. This is where the landscape islands end, so it's just a sea of asphalt pretty much all the way down the property line. Go to the exhibit.

COMMISSIONER GREEN: There it is, there it is.

MR. HUBBARD: So, these would be landscape islands that would be installed. These aren't really as necessary because trucks are coming down and they're just coming in here to do their reverse movements into these pictures --

COMMISSIONER DAWSON: Right, I see it now.

MR. HUBBARD: -- that I included in here to reverse.

COMMISSIONER DAWSON: Thanks, I was looking at the page that Bruce was referencing, and I don't think it had that much detail. I was looking at the wrong page. Thank you, that helps clarify it for me that it is, we are making steps to try to address the existing issue.

COMMISSIONER GREEN: Right, correct.

CHAIRPERSON ENNES: It's away from the docks.

Anything else?

COMMISSIONER LORENZINI: Sam, I realize this is private property, but isn't there anything we can put in the PUD to protect Weber if the tenant got out of line and started dropping loads at night and blocking up the driveways? There's got to be something we can put in there to protect them. I mean, for sure the drive aisle is going to get blocked when a guy is making a reverse move. When things get out of hand, there's got to be some recourse for Weber, I think.

MR. HUBBARD: We could put a condition that, you know, trucks can't drop trailers within the access drive but, I mean, a portion of that access drive is off of the subject property. So, we can't, I mean, it's really a private easement between the two property owners and it's a tough line to toe as far as how much can the Village step in between and get into that situation.

COMMISSIONER DAWSON: I'm more concerned with is there a way for the trucks to destroy these landscape islands that we're putting in and just disregard them and drive over them? I don't know enough to know if that's an issue. Who knows? Who can clarify for me? I mean, because we can put a condition that they have to be maintained, right?

COMMISSIONER JENSEN: No, we can't because it's not on the Petitioner's property.

COMMISSIONER DAWSON: The landscape islands that are being put in?

CHAIRPERSON ENNES: It's on the Weber's property.

COMMISSIONER JENSEN: It's on the Weber's property. It's not in the easement, it's on the Weber's property.

COMMISSIONER DAWSON: Okay, but they're stilling being, if one of the trucks damages it, removes it, what have you, we can put a condition in that the Petitioner has to replace it. If we're putting a condition in that they have to be installed in the first place, why can't

we put a condition in that they have to be maintained?

COMMISSIONER JENSEN: No, Sam told us we couldn't put in a condition as to who has to maintain it because it's on Weber's property and it would be Weber who had to maintain them. Mr. Weber said he's not sure that they even want those, but he didn't know whether he wanted to take on the responsibility of maintaining them.

COMMISSIONER GREEN: Okay, but that's up to him. This is an improvement, it's a gift to him. It's an improvement to his property. If he doesn't want to accept it, then he doesn't accept it --

COMMISSIONER JENSEN: That's fine.

COMMISSIONER GREEN: -- and that's fine.

COMMISSIONER JENSEN: But to Sue's point, if a truck runs over it, there's nothing we can put in this PUD that actually gives anybody any relief.

COMMISSIONER GREEN: Well, if I had a truck and I ran over an island and knocked a tree down, I don't think I would be happy about that and I don't think I would do that for the sake of making it easier backing into a loading dock area. So, I would just learn to, you know, as you learn it in truck driving school, they can make those maneuvers. They're just lazy and they don't want to do it. I understand where Mr. Weber is coming from. These are just truck drivers who want it easy for them at the moment, and that's what's making all the trouble here tonight. So, you know, I'm done.

COMMISSIONER DAWSON: It comes back to the tenant has to be responsible for it.

COMMISSIONER GREEN: Absolutely.

COMMISSIONER DAWSON: Keeping its trucks in line.

CHAIRPERSON ENNES: Yes, and the landlord needs to keep the tenant in line.

COMMISSIONER WARSKOW: Can I just ask one more thing about the drive aisle?

Sam, didn't you say in the first PUD that Hamilton Partners would be required to make both sides of the easement deal with the heavy traffic? But the condition here is just talking about the one side of the easement.

MR. HUBBARD: So, it's a little complex. The 2018 PUD plans showed that Hamilton Partners, on their plans showed that they would be repaving the portion on their property with heavy duty pavement. We added a condition of approval to require them to pave over the Weber side as long as Weber agreed to it so that the whole drive aisle would be repaved new, brand new with heavy duty pavement. However, in their 2021 application, their plans no longer showed that they would be repaving the portion on their property as heavy duty paving, so that's why we have to add that condition back in there which paving was shown on their plans the first time. It's not shown this time, so now we have to require it, and the condition of approval from 2018 for the Weber side still stands. Does that, hopefully that clears that up.

CHAIRPERSON ENNES: Okay, anything else?

COMMISSIONER SIGALOS: Yes, could I ask, isn't one of the conditions now that the Petitioner would be fully responsible for the maintenance of the road, the access road?

MR. HUBBARD: No, it's only the pavement of it. The maintenance is per the existing easement right now. There's no change to that in the conditions of approval.

COMMISSIONER SIGALOS: I guess what I'm asking is if we have this for the maintenance of it, could it not be for these landscape islands that they would be responsible to replace them, repair them or whatever, if one of their tenant's trucks drove over it and damaged it?

MR. HUBBARD: Landscape islands fall outside of the easement area, so they wouldn't be governed by the provisions within the easement document.

CHAIRPERSON ENNES: And proving who did it would be a difficult thing to do, too, I would think.

COMMISSIONER SIGALOS: Well, again, Weber already has some cameras out there, so it's pretty easy to see who does what out there.

CHAIRPERSON ENNES: Yes.

COMMISSIONER CHERWIN: Well, whether it's in the PUD or not, I mean, ultimately, if Weber wanted to make them responsible, they'd be able to hold them responsible if they had it on video. I don't know that that's, you know, I don't know that we can go that far in the land use approval document.

I mean, that's similar to the trespass issue. I mean, if they are claiming for trespass and they've got the video, then that's an action that they can have but kind of outside of our scope.

CHAIRPERSON ENNES: Jay, was that you?

COMMISSIONER CHERWIN: Yes, that was me.

CHAIRPERSON ENNES: Okay, I'm going to ask again, do we have a motion?

COMMISSIONER GREEN: Terry, if I had a motion sheet I would give it.

CHAIRPERSON ENNES: It was in our documents, guys.

COMMISSIONER GREEN: I know, I don't have it here in front of me. I'm looking for it again.

CHAIRPERSON ENNES: You'd think it was handwritten. Well, I can't make a motion, so one of you has got to find it.

COMMISSIONER GREEN: I don't know, I can't find it, Terry. It looks like we'll have to do this all night.

COMMISSIONER DAWSON: I found it.

COMMISSIONER GREEN: Hooray.

COMMISSIONER DAWSON: I found it. I'll make the motion.

CHAIRPERSON ENNES: Ms. Dawson?

COMMISSIONER DAWSON: Okay, I'll make a motion.

A motion to recommend to the Village Board of Trustees approval of PC #20-016, an amendment to PUD Ordinance #18-014 to allow modifications to the approved Phase II Development Plan, as well as the following variations to Chapter 28 of the Municipal Code:

1. **Variation to Chapter 28 of the Municipal Code, Section 5.1-16.2(C), to allow parking to be set back 8.9 feet from the rear property line where code requires a 15-foot minimum setback.**
2. **Variation to Chapter 28 of the Municipal Code, Section 6.15-1.2(B), to waive the**

- requirement for certain landscape islands at the end of every 20 parking spaces, at the end of certain parking rows, and beneath every light pole.
3. Variation to Chapter 28, Section 6.5-6, to allow a 24-foot tall accessory structure where code limits the maximum height of accessory structures to 15 feet.
 4. Variation to Chapter 28, Section 6.5-7A, to allow a 3,120 square-foot accessory structure where code restricts the maximum size of accessory structures to 720 square feet.
 5. Variation to Chapter 28, Section 6.13-3B, to allow a 10-foot tall fence within a rear yard where code restricts fence heights to six feet in a rear yard.

This recommendation is subject to the following conditions:

1. Prior to appearing before the Village Board for approval of the PUD amendment, the truck turning exhibits shall be revised to show the landscaped area on the western side of the site and the correct location of the fence/gates for review and approval by the Village.
2. The 22-foot wide portion of the shared access drive located on the subject property shall be reconstructed/repaved to a standard suitable to accommodate heavy truck traffic, for review and approval by the Village of Arlington Heights. This shall occur no later than November of 2023, and would require approval from Weber Packaging Solutions.
3. Condition 6A of Ordinance #18-014 shall be amended to read pursuant to condition #6 of Ordinance #02-094. The Petitioner shall accept ownership and maintenance responsibilities for Outlot A, provided that the current owner deeds Outlot A to the Petitioner.
4. Conditions #4 and #5 from Ordinance #18-014 shall be repealed.
5. The maintenance/vehicle repair structure shall keep all overhead doors closed while repair operations are occurring. No non-Frito Lay (or future tenant) vehicles shall be repaired on the subject property--all repair and maintenance occurring onsite shall be for the vans and trucks stored on the subject property. The automobile repair is considered an ancillary use and only minor automobile repair (either trucks, vans, automobile) is permitted.
6. Any tenants on the subject property utilizing the gated parking area shall operate/use the truck and van gates as presented within the Petitioner's departmental responses so as not to cause conflicts within the shared parking drive.
7. At the expense of the Petitioner, a landscaped island (inclusive of landscaping) or similar barrier feature in the general location as shown in red on Exhibit 3, shall be constructed to prevent vehicle movements from encroaching outside of the easement area and into the Weber Packaging Solutions property. Final design of said feature shall be as determined by the Village in cooperation with the Petitioner and Weber Packaging Solutions. This shall only be required if approved by Weber Packaging Solutions.

COMMISSIONER GREEN: I will second that motion.

COMMISSIONER DAWSON: Wait, Sam has --

MR. HUBBARD: Let me clarify just to put it on the record, that's subject to the seven conditions with the changes as outlined in the report this evening?

COMMISSIONER DAWSON: Yes.

MR. HUBBARD: Okay, thank you.

CHAIRPERSON ENNES: And seconded by Bruce?

COMMISSIONER GREEN: Yes, I will second that.

CHAIRPERSON ENNES: Okay, Sam, would you do a roll call?

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Yes, with comment.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes, with no comment.

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes, with comment.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER LORENZINI: You're muted, George.

CHAIRPERSON ENNES: George, you're muted.

COMMISSIONER DROST: Aye with no comment. It would be tempting to do it.

CHAIRPERSON ENNES: Expensive, too.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes, with comment.

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes, with comment.

MR. HUBBARD: Chairman Ennes.

CHAIRPERSON ENNES: Yes.

So, we have unanimous approval which is a big change from last time, but we do have a number of comments.

Commissioner Dawson, would you like to start?

COMMISSIONER DAWSON: Yes. So, my comment is what I already previously stated. My yes vote is because of the limited purview that we have here on the Plan Commission. I have concerns about whether or not we are going far enough to assist the Weber property, but I have to trust that Staff is doing its job to put those concerns in place. I would just encourage everyone to just keep working together. I, again, want to reiterate, Hamilton, you need to control your tenant.

CHAIRPERSON ENNES: Commissioner Cherwin?

COMMISSIONER CHERWIN: Yes, thanks. I don't want to belabor either but I want to at least explain, I do think as Commissioner Dawson said, it's, you know, kind of within our purview. I think it's a less intense use than could be put in here under the existing PUD. I don't have a problem with some of the site variations. I am obviously concerned about the relationship between the parties, you know, but we've got, you know, obviously when you sell

a property and you kind of give up control of it and make it subject to an easement, obviously there's issues that go with that. I think from Hamilton's perspective, you know, I don't think that they want to be long on having tenants, you know, trespassing on a neighbor's property because that's going to cause all sorts of concerns.

So, my hope is that the parties can come together, figure out a cost-sharing agreement that works, you know, a repair or maintenance agreement that works. Weber's got to come through with its obligations to convey that Outlot A, you know, otherwise this is obviously going to be a misery for Hamilton's tenants if they can't figure out some harmony with their neighbors. So, I'm hoping the parties will come together. But other than that, I think from the land use approval, it's a fair petition.

CHAIRPERSON ENNES: Thank you, Jay.

Lynn Jensen?

COMMISSIONER JENSEN: Yes, I certainly concur with everything that both Commissioners Dawson and Cherwin said. I would draw the attention of the two parties to the fact that Arlington Heights is supposedly the village of good neighbors. I think we ought to try to see what we can do to make it truly the village of good neighbors as far as you two are concerned. The lack of communication is apparent. You can't even figure out whether you're, if somebody is making a monetary claim or not. You need to communicate better.

So, we want to get back to being a village of good neighbors and we'd like you to do your part.

CHAIRPERSON ENNES: Thank you, Lynn.

Mary Jo?

COMMISSIONER WARSKOW: Since I am the last comment, I will just say my comment is to reiterate the comments of the prior three Commissioners.

CHAIRPERSON ENNES: Okay, while I didn't mention I was going to make a comment, you know, it wasn't that long ago when the Arlington Park burned down that the Bears came out and looked at it. They might be back out there.

So, let's move along. Hamilton, Mr. Wauterlek, you have unanimous approval from us. Work with your fellow community owners, and that's for both of you, and best of luck with this. You're bringing a great tenant into town, Pepsi, Frito-Lay, with an expanded use. Go for it and we'll see what the Village does.

MR. WAUTERLEK: Thank you.

CHAIRPERSON ENNES: Good luck.

All right, did we, we did the roll call on the development, right, Sam? And you're done for the night?

COMMISSIONER JENSEN: No, we've got one more.

CHAIRPERSON ENNES: No, but is Sam done? Are we going to be going to --

COMMISSIONER DAWSON: Oh, yes.

COMMISSIONER GREEN: Somebody go wake up Jake, we've got to get on with number two.

MR. HUBBARD: Yes, Jake's in here. He's going to take over the shift for the remainder of this evening.

COMMISSIONER JENSEN: Sam, good job.

COMMISSIONER DAWSON: Thank you, Sam.

CHAIRPERSON ENNES: Okay, take care, buddy. Okay, and thank you,
Hamilton.

(Whereupon, the above-mentioned petition was adjourned
at 10:18 p.m.)

DRAFT