Prepared by and return to: Village of Arlington Heights 33 S. Arlington Heights Road Arlington Heights, Illinois 60005 Attention: Village Clerk	
VILL	AGE OF ARLINGTON HEIGHTS
Ol	RDINANCE NO. 2023
AN ORD	INANCE GRANTING A VARIATION FOR MASSA SPA (918 W. ALGONQUIN RD.)
ADOPTED BY THE PRESIDENT AND BOARD OF TRU OF THE VILLAGE OF ARLINGTON THIS DAY OF, 20	N HEIGHTS
Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois this day of, 2023	
Village Clerk	

## AN ORDINANCE GRANTING A VARIATION FOR MASSA SPA (918 W. ALGONQUIN RD.)

WHEREAS, Nu-Living LLC ("Owner") is the owner of that certain property located in the B-2 General Business District ("B-2 District"), commonly known as 918 W. Algonquin Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("Property"); and

WHEREAS, Massa Spa LLC ("Applicant") desires to lease space within the building on the Property, consisting of approximately 2,400 square feet ("Subject Premises"), for a massage therapy spa use ("Proposed Use"); and

WHEREAS, pursuant to "the 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights," as amended ("Zoning Code"), the Property may only be used for the Proposed Use upon issuance by the Village Board of Trustees of a land use variation therefore; and

WHEREAS, pursuant to Section 12 of the Zoning Code, the Applicant has filed an application for approval of a land use variation to allow the Proposed Use within the Subject Premises on the Property ("Requested Relief"); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* newspaper on May 9, 2023, and held on May 24, 2023; and

WHEREAS, on May 24, 2023, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for land use variations as set forth in Section 12.2 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

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

- SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.
- SECTION 2. GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, and in accordance with, and pursuant to, Section 12 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a land use variation to permit the Proposed Use in the Subject Premises on the Property.
- SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Section 2 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

- A. <u>Compliance with Regulations</u>. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Use and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time.
- B. <u>Compliance with Plans</u>. Except for minor changes and site work approved by the Village Director of Building & Life Safety (for matters within their permitting authority) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Use and of the Property must substantially comply with the Floor Plans prepared by Pioneer Engineering Consultants, Inc. and consisting of three sheets, with a last revision date of February 6, 2023, a copy of which is attached to and, by this reference made a part of this Ordinance as Exhibit B.
- C. <u>Licensing</u>. All massage therapists working in the Subject Premises on the Property must have an active massage therapist license issued by the Illinois Department of Professional Regulation.
- D. <u>Transferability.</u> The land use variation granted in this Ordinance is personal to the Applicant and cannot be transferred or assigned.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded on title to the Property with the Cook County Clerk's Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Applicant.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Section 2 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 of this Ordinance unless they first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-2 District and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village Code.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

### SECTION 8. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
  - 1. Passage by the Village President and Board of Trustees in the manner required by law; and
  - 2. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit C attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.2 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Village Clerk	
ATTEST:	Village President
	Till B. H.
PASSED AND APPROVED THIS	_ day of, 2023
NAYS:	
AYES:	

### **EXHIBIT A**

### LEGAL DESCRIPTION OF THE PROPERTY

That part of the West ½ of Section 9, Township 41 North, Range 11 East of the Third Principal Meridian in the Village of Arlington Heights, Cook County, Illinois, described as follows: Beginning at a point being the intersection of the South Easterly line of Kennicott Drive with the North Easterly line of Algonquin Road in Surrey Ridge West, Unit 1, according to the plat thereof recorded in the office of the Recorder of Deeds of Cook County, Illinois, on April 3,1967 as Document 20099454; thence North Easterly along the said South Easterly line of Kennicott Drive, North 43 degrees 27 minutes 56 seconds East a distance of 380.00 feet to a point of curvature; thence Northeastward along a curved line convexed to the South East of 500.00 feet in radius, for an arc length of 144.45 feet to a point of compound curvature; thence Northward along a curved line convexed to the East of 344.57 feet in radius, for an arc length of 144.09 feet; thence South 63 degrees 14 minutes 00 seconds East a distance of 768.59 feet; thence South 00 degrees 02 minutes 13 seconds West a distance of 5.64 feet; thence North 89 degrees 57 minutes 47 seconds West a distance of 169.00 feet; thence South 00 degrees 02 minutes 13 seconds West a distance of 586.00 feet; thence South 66 degrees 57 minutes 47 seconds East a distance 105.00 feet; thence South 00 degrees 02 minutes 13 seconds West a distance of 210.00 feet; thence South 89 degrees 57 minutes 47 seconds East a distance of 212.55 feet to the South Easterly line of that property conveyed by deed recorded as Document 13376345; thence South Westerly on said South Easterly property line South 32 degrees 07 minutes 13 seconds West a distance of 226.35 feet to a point being 60 feet North of, as measured at right angles to the center line of Golf Road; thence North 86 degrees 11 minutes 11 seconds West a distance of 143.65 feet; thence Northwestward along a curved line convexed to the South West of 408.12 feet in radius, for an arc length of 181.69 feet to a point of tangency; thence Northwestward along the North Easterly line of Algonquin Road, North 46 degrees 32 minutes 04 seconds West, a distance of 1086.45 feet to the point of beginning and containing 17.1016 acres in Cook County, Illinois.

Commonly known as: 918 W. Algonquin Road, Arlington Heights, Illinois.

PIN: 08-09-300-018

## EXHIBIT B

## **PLANS**

(attached)

## **GENERAL**

## A. <u>CODES AND PERMITS:</u>

- 1. COMPLY WITH ALL APPLICABLE CODES, OBTAIN ALL NECESSARY APPROVALS AND PAY FOR ALL NECESSARY PERMITS PRIOR TO COMMENCEMENT OF WORK.
- 2. PLUMBING AND DRAINAGE SYSTEMS TO BE INSTALLED AS PER APPROVED DRAWINGS AND IN ACCORDANCE WITH THE ILLINOIS BUILDING CODE, (LATEST EDITIONS AND AMENDMENTS) AND LOCAL AUTHORITY'S REQUIREMENTS.
- 3. ALL MATERIALS AND EQUIPMENT SHALL HAVE PRIOR APPROVAL FOR THE APPLICATION BY THE AUTHORITIES HAVING JURISDICTION, E.G. UL AND AGA.
- B. <u>PIPING MATERIALS:</u>

## 1. DOMESTIC SUPPLY PIPING:

ABOVE THE FINISH FLOOR SHALL BE TYPE "L" COPPER. BELOW THE SLAB-ON-GRADE LESS THAN 2" SHALL BE TYPE "K" COPPER LINES 2" AND LARGER SHALL BE DUCTILE IRON.

2. ABOVEGROUND: SANITARY AND STORM LINES SHALL BE CAST IRON PIPE COMPLYING WITH ASTM A74 AND NSF 14 WITH WELDED JOINTS. VENT LINES SHALL BE SCHEDULE 40 PVC PIPE COMPLYING WITH ASTM 2665-74 AND NSF 14 WITH WELDED JOINTS (IF CODE PERMITS).

CEILING: SANITARY AND VENT LINES SHALL BE BE SCHEDULE 40 CPVC PIPE

COMPLYING WITH ASTM/E8/UL723 AND ICC-PMG 1278 LISTING FOR PLENUM USE.

# UNDERGROUND: SANITARY AND VENT LINES TO BE CAST IRON.

I. CONTRACTOR SHALL BECOME FAMILIARIZED WITH SITE CONDITIONS PRIOR TO SUBMITTING BIDS. CLAIMS FOR EXTRAS DUE TO SITE CONDITIONS WILL NOT BE

2. EXCAVATE AND CONFIRM THE LOCATION AND INVERT OF EXISTING STORM AND SANITARY CONNECTIONS AT PROPERTY LINE PRIOR TO WORK COMMENCING. IF EXISTING CONNECTIONS AT PROPERTY LINE ARE FOUND TO BE UNSUITABLE (INSUFFICIENT SIZE OR UNACCEPTABLE INVERT) PLUMBING CONTRACTOR SHALL INFORM THE OWNER/ENGINEER.

3. COORDINATE WITH GENERAL CONTRACTOR LOCATIONS AND SIZES OF REQUIRED. PLUMBING CHASES AND ANY ADDITIONAL BRACING BETWEEN STUDS FOR WALL

4. COORDINATE WITH GENERAL CONTRACTOR ANY REQUIRED CUTTING OF STRUCTURE TO FACILITATE PASSAGE OF PIPES.

5. THESE DRAWINGS INDICATE DIAGRAMMATICALLY THE INTENT, GENERAL CHARACTER, REQUIREMENTS AND LOCATION OF THE WORK SHOWN AND INCLUDED. THE WORK INDICATED, BUT HAVING MINOR DETAILS OBVIOUSLY OMITTED, SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.

6. CONTRACTOR IS RESPONSIBLE TO FURNISH AND INSTALL ALL LABOR AND MATERIALS NECESSARY FOR A COMPLETE SYSTEM. WHERE THERE IS NO MENTION OF THE RESPONSIBLE PARTY FOR A SPECIFIC ITEM TO BE FURNISHED OR INSTALLED. ON THE DRAWINGS, THE DRAWING'S TRADE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ALL RELATED PURCHASES AND LABOR FOR A COMPLETE OPERATING SYSTEM FOR THIS ITEM. THIS CONTRACTOR SHALL PAY ALL PERMIT FEES, PLAN REVIEW FEES, LICENSE FEES, INSPECTIONS, AND TAXES APPLICABLE TO THEIR DIVISION AND SHALL BE INCLUDED IN THE BASE BID AS PART OF THEIR CONTRACT

7. CONTRACTOR SHALL BE LICENSED, BONDED, INSURED AND CAPABLE OF PERFORMING QUALITY WORKMANSHIP. THIS CONTRACTOR GUARANTEES ALL OF HIS WORK AND MATERIALS FOR A PERIOD OF ONE (1) FULL YEAR AFTER FINAL ACCEPTANCE BY THE OWNER AND ENGINEER.

8. CONTRACTOR SHALL ESTABLISH SAFE WORKING PROCEDURES FOR THE PROTECTION OF THE WORKMEN IN ALL PHASES OF WORK COMPLYING WITH ALL APPLICABLE PROVISIONS OF CITY, STATE, AND FEDERAL SAFETY LAWS (OSHA) AND AS RECOMMENDED IN THE MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" AS ISSUED BY THE ASSOCIATION OF GENERAL CONTRACTORS OF AMERICA, INC., 20TH AND E. STREETS, N.W. WASHINGTON, D.C

9. CONTRACTOR SHALL VERIFY ALL MOUNTING, ARRANGEMENTS, HEIGHTS AND LOCATIONS PRIOR TO ROUGH-IN. ANY MENTION OF A SPECIFIC MOUNTING ARRANGEMENT. HEIGHT OR LOCATION SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO VERIFY THE SPECIFIC REQUIREMENT FURNISHED OR THE TRADES WORKING IN THE SAME AREA. NO ADDITIONS TO THE CONTRACT SUM WILL BE PERMITTED FOR ITEMS INSTALLED IN WRONG LOCATIONS, IN CONFLICT WITH

10. ALL CUTTING AND PATCHING (TO ORIGINAL STATE) OF BUILDING MATERIALS AS REQUIRED FOR INSTALLATION OF A COMPLETE WORKABLE SYSTEM. CONTRACTOR SHALL FURNISH AND INSTALL ALL SLEEVES THRU WALLS AND CORING THRU

11. UPON COMPLETION OF THE WORK, CONTRACTOR SHALL REVIEW AND CHECK THE ENTIRE PORTION OF WORK, CLEAN EQUIPMENT AND DEVICES, REMOVE SURPLUS MATERIALS AND RUBBISH FROM THE PROPERTY AND LEAVE THE WORK IN NEAT AND CLEAN ORDER AND IN COMPLETE WORKING CONDITION. EACH RESPECTIVE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY CARTONS, DEBRIS, EQUIPMENT, ETC., INSTALLED BY THIS CONTRACTOR INCLUDING EQUIPMENT FURNISHED BY OTHERS AND UNCRATED OR REMOVED FROM CARTONS

12. BEFORE PLACING WATER SYSTEM IN OPERATION, CHLORINATE ENTIRE SYSTEM IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL AND STATE PLUMBING CODES, SUPPLY CERTIFICATE OF COMPLIANCE. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE PUMPING AND DRAINING OF TRENCHES OR PITS NECESSARY FOR THE INSTALLATION OF HIS WORK.

13. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING THE PURCHASE, DELIVERY, RECEIVING, UNLOADING, STORING, SETTING IN PLACE, AND PROTECTING OF ALL NEW EQUIPMENT FURNISHED BY THIS CONTRACTOR AND EQUIPMENT FURNISHED BY OWNER AND INSTALLED BY THIS CONTRACTOR FROM DAMAGE BY VANDALISM AND WEATHER DURING CONSTRUCTION.

14. CONTRACTOR TO VERIFY IN FIELD AND PROVIDE EXTENSIONS REQUIRED TO ADJUST ALL FIXTURES TO GRADE LEVEL TO MAINTAIN INVERTS AS DETERMINED BY ALL FIXTURES RELATED (GREASE TRAPS, MAN HOLES. ETC.)

15. DISINFECTION OF POTABLE WATER SYSTEM SHALL BE AS FOLLOWS: GENERAL NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE PURGED OF DELETERIOUS MATTER AND DISINFECTED PRIOR TO UTILIZATION. THE METHOD TO BE FOLLOWED SHALL BE THAT PRESCRIBED BY THE HEALTH AUTHORITY HAVING JURISDICTION OR, IN THE ABSENCE OF A PRESCRIBED METHOD, THE PROCEDURE DESCRIBED IN EITHER AWWA C651 OR AWWA C652 LISTED IN CHAPTER 19. OR AS DESCRIBED IN THIS SECTION. THIS REQUIREMENT SHALL APPLY TO "ONSITE" OR "IN-PLANT" FABRICATION OF A SYSTEM OR TO A MODULAR PORTION OF A SYSTEM.

A. THE PIPE SYSTEM SHALL BE FLUSHED WITH CLEAN, POTABLE WATER UNTIL DIRTY WATER DOES NOT APPEAR AT THE POINTS OF OUTLET.

B. THE SYSTEM OR PART THEREOF SHALL BE FILLED WITH A WATER/CHLORINE SOLUTION AT LEAST 50 PARTS PER MILLION (50 MG/L) OF CHLORINE. AND THE SYSTEM OR PART THEREOF SHALL BE VALVED OFF AND ALLOWED TO STAND FOR 24 HOURS; OR THE SYSTEM OR PART THEREOF SHALL BE FILLED WITH A WATER CHLORINE SOLUTION AT LEAST 200 PARTS PER MILLION (200 MG/1) OF CHLORINE AND ALLOWED TO STAND FOR 3 HOURS.

C. FOLLOWING THE REQUIRED STANDING TIME, THE SYSTEM SHALL BE FLUSHED WITH CLEAN POTABLE WATER UNTIL THE CHLORINE IS PURGED FROM THE SYSTEM. D. THE PROCEDURE SHALL BE REPEATED WHERE SHOWN BY A BACTERIOLOGICAL EXAMINATION THAT CONTAMINATION REMAINS PRESENT IN THE SYSTEM.

## E. INSPECTIONS AND APPROVALS:

1. ALL WORK AND MATERIALS WILL BE SUBJECT TO INSPECTION FROM TIME TO TIME BY THE ENGINEER AND THE AUTHORITY HAVING JURISDICTION. INFORM THE ENGINEER 48 HOURS IN ADVANCE OF ANY TESTS OR COVERING BURYING OR CONCEALMENT OF SERVICES TO ALLOW FOR INSPECTION. DO NOT COVER, BURY OR CONCEAL SERVICES WITHOUT THE ENGINEER'S APPROVAL.

2. DO NOT CHANGE ANY MATERIAL, EQUIPMENT OR CONSTRUCTION METHOD FROM WHAT IS SHOWN ON THE DRAWINGS AND SPECIFICATION WITHOUT THE APPROVAL OF THE ENGINEER, ANY CHANGES MADE WITHOUT THE ENGINEER'S AUTHORIZATION MAY RESULT IN THE WORK NOT BEING ACCEPTED AND/OR DELAY IN ISSUANCE OF THE FINAL LETTER OF ASSURANCE.

3. THE DOCUMENTS INDICATE THE MINIMUM STANDARDS TO BE APPLIED TO THE WORK. ANY APPROVAL OF, OR AGREEMENT TO, A LOWER STANDARD, BY ANY PERSON OR AUTHORITY WILL NOT NECESSARILY BE APPROVED BY THE ENGINEER AND MAY RESULT IN THE WORK NOT BEING ACCEPTED AND/OR DELAY IN ISSUANCE OF THE FINAL LETTER OF ASSURANCE.

## F. COOPERATION WITH OTHER TRADES:

1. GIVE FULL COOPERATION TO OTHER SUB TRADES AND FURNISH ANY INFORMATION NECESSARY TO PERMIT THE WORK OF ALL SUB TRADES TO BE INSTALLED SATISFACTORILY AND WITH THE LEAST POSSIBLE INTERFERENCE OR DELAY.

2. INSTALL ALL EQUIPMENT AND PIPING TO OBTAIN CEILING HEIGHTS SPECIFIED. IN CASE OF CONFLICT, NOTIFY THE ENGINEER BEFORE FABRICATING AND INSTALLING ANY ITEM REFERRED TO ABOVE. CARRY OUT ANY REQUIRED ADJUSTMENT.

## G. MATERIALS AND WORKMANSHIP:FIND

1. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND APPARATUS REQUIRED FOR WORK SHALL BE NEW, OF GOOD QUALITY AND SHALL BE FURNISHED, DELIVERED. ERECTED, CONNECTED AND FINISHED IN EVERY DETAIL, AND SHALL BE SELECTED AND ARRANGED SO AS TO FIT PROPERLY INTO THE BUILDING SPACES. WHERE NO SPECIFIC KIND OR QUALITY OF MATERIAL IS GIVEN, A GOOD STANDARD ITEM, AS APPROVED BY THE ENGINEER, SHALL BE FURNISHED.

2. USE SKILLED AND QUALIFIED, FITTERS, PLUMBERS, METAL WORKERS, WELDERS, HELPERS, AND LABOR REQUIRED TO UNLOAD, TRANSFER. ERECT, CONNECT UP, ADJUST, START, OPERATE AND TEST SUCH SYSTEMS. HELPERS AND UNQUALIFIED WORKERS WILL BE DIRECTLY SUPERVISED AT ALL TIMES WHILE WORKING ON THE SITE BY QUALIFIED TRADES PERSONS.

3. UPON REQUEST BY THE ENGINEER, PRODUCE COPIES OF TRADE QUALIFICATIONS OF ANY SELECTED WORKERS.

4. THE ENGINEER SHALL HAVE THE RIGHT TO REJECT ANY ITEM THAT, IN HIS/HER OPINION, DOES NOT CONFORM TO AN ACCEPTABLE STANDARD OF QUALITY, QUIETNESS OF OPERATION, FINISH, APPEARANCE AND PERFORMANCE. UNACCEPTABLE MATERIAL AND/OR WORKMANSHIP MUST BE RECTIFIED TO THE APPROVAL OF THE ENGINEER.

5. UNLESS NOTED OTHERWISE, ALL FIXTURES SHALL BE PROVIDED WITH APPLICABLE ACCESSORIES (SUCH AS SUPPLY STOPS, WASTE TRAPS, FIXTURE MOUNTING SUPPORTS, BOLT CAPS, WATER CLOSET SEATS, ETC., AS REQ'D.)

6. ALL EQUIPMENT AND DEVICES SHALL BEAR AGA, CSA OR UL APPROVED LABELS AND

CERTIFICATIONS SHALL VERIFY IF LOCAL CODE REQUIRED.

1. PRIOR TO COMMENCEMENT OF WORK, SUBMIT COMPLETE SHOP DRAWINGS ELECTRONICALLY (PDF FILES) ON ALL SPECIFIED OR APPROVED EQUAL MATERIALS TO BE USED. ALLOW 5 WORKING DAYS FOR THE ENGINEER TO REVIEW.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DELAYS CAUSED BY ANY REQUIRED RESUBMISSION OF SHOP DRAWINGS.

3. THE ENGINEER'S REVIEW IS FOR GENERAL COMPLIANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS AND WILL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR CORRECTNESS OF PERFORMANCE, FUNCTION, DETAILS AND DIMENSIONS.

4. WHERE ALTERNATE EQUIPMENT HAS BEEN SUBMITTED THE CONTRACTOR BEARS RESPONSIBILITY FOR ANY REDESIGN AND CONSTRUCTION REQUIRED TO ACCOMMODATE THE EQUIPMENT.

## I. DRAWINGS AND SPECIFICATIONS:

1. CONTRACT DRAWINGS FOR PLUMBING WORK ARE IN PART DIAGRAMMATIC, INTENDED TO CONVEY THE SCOPE OF WORK AND INDICATE GENERAL ARRANGEMENT OF EQUIPMENT AND PIPING. THIS CONTRACTOR SHALL LAY OUT THE WORK AT THE SITE AND PROVIDE ANY NECESSARY OFFSETS AND ADJUSTMENTS TO SUIT SITE CONDITIONS AND AVOID CONFLICT WITH OTHER TRADES.

2. CARE SHALL BE TAKEN TO ENSURE THAT THE INSTALLATION IS IN ACCORDANCE WITH DETAILED DRAWINGS, WHERE GIVEN, AND THAT THE INSTALLATION MEETS THE DESIGN REQUIREMENTS.

3. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COMPLEMENTARY. ANYTHING CALLED FOR IN THESE SPECIFICATIONS OR SHOWN ON THE DRAWINGS SHALL BE CONSIDERED AS APPEARING IN BOTH.

4. ANY DISCREPANCIES FOUND BETWEEN DRAWINGS AND SPECIFICATIONS, LEAVING IN DOUBT THE TRUE INTENT OR MEANING SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE WORK BEING PERFORMED.

## **EXECUTION**

## TESTING:

1. SANITARY PIPING: TEST UNDER 10 FEET STANDING HEAD.

2. WATER PIPING: PRESSURE TEST AT 1-1/2 TIMES THE SYSTEM PRESSURE BUT AT LEAST 100. PSI BY AIR OR WATER, FOR 1 HOURS, WITH NO SIGNIFICANT PRESSURE

3. ALTERNATE TESTS WILL GOVERN AS CALLED FOR BY PLUMBING INSPECTOR. TESTING SHALL BE WITNESSED AND SIGNED BY OWNER.

. PROVIDE CHROME PLATED ESCUTCHEON PLATES WHEREVER PLUMBING LINES PENETRATE A FINISHED WALL.

2. PROVIDE SHUT OFF VALVES AND ACCESSORIES IN ACCESSIBLE LOCATIONS TO EACH APPLIANCE, PIECE OF EQUIPMENT, FIXTURE GROUP OR BRANCHES. PROVIDE VALVES IN ACCORDANCE WITH CODES AND WHERE SHOWN ON THE DRAWINGS.

3. INSTALL BALANCING VALVES WHERE SHOWN ON THE DRAWINGS OR AS REQUIRED AND ADJUST THE VALVES FOR BALANCED FLOW ON THE RECIRCULATION SYSTEM.

4. IDENTIFY EACH PIPING SYSTEM WITH STICK ON DECALS TO INDICATE SERVICE AND DIRECTION OF FLOW. DO NOT RUN WATER PIPES IN OUTSIDE WALLS WITHOUT PROTECTION FROM FREEZING TO THE ENGINEER'S APPROVAL.

5. THREADED FITTINGS ON GALVANIZED STEEL PIPING SHALL BE 150# CLASS GALVANIZED MALLEABLE IRON FILLING CONFORMING TO ASTM A-197 SPECIFICATION.

6. FURNISH AND INSTALL UNIONS WHERE INDICATED OR NECESSARY FOR REPAIR OR SERVICE. UNIONS 2" AND SMALLER SHALL BE STANDARD GROUND JOINT BRASS TO IRON SEAT, MALLEABLE IRON, SCREWED. UNIONS 2-1/2" AND LARGER SHALL BE STANDARD CAST IRON FLANGED UNIONS 125# CLASS.

7. HORIZONTAL SOIL OR WASTE LINES SHALL BE AT A SLOPE OF NOT LESS THAN 1/8" PER FOOT AND SHALL BE HELD CLOSE TO THE CONSTRUCTION TOO MAINTAIN A MAXIMUM OF HEAD ROOM. ALL CHANGES OF DIRECTION AND JUNCTIONS SHALL BE MADE WITH "Y" FITTINGS AND 1/8 BENDS.

8. HOT AND COLD WATER PIPING SHALL BE PROPERLY PITCHED TO LOW POINTS IN THE SYSTEM WHERE DRAINS SHALL BE INSTALLED.

9. VALVES SHALL BE MANUFACTURED BY CRANE, STOCKHAM. VALVE NUMBERS INDICATED HERE ARE CRANE. GATE VALVE. 2" AND SMALLER. #428. GLOBE VALVE. 2" AND SMALLER #7 CHECK VALVE, 2" AND SMALLER, #36. VALVES ARE SUITABLE FOR IRON OR STEEL PIPE ONLY. IF COPPER PIPING IS USED, MODIFY VALVE NUMBERS AS REQUIRED AND SUBMIT PROPER VALVES FOR APPROVAL.

10. ALL SUPPLY PIPING TO BE RUN OVERHEAD, UNLESS NOTED OTHERWISE.

11. ALL SUPPLY PIPING TO BE A MINIMUM OF 3/4" DIA., UNLESS NOTED OTHERWISE

12. EACH FIXTURE WILL HAVE A 3/4" X 12" AIR CHAMBER.

13. DO NOT USE PVC IN PLENUM RETURN CEILING.

14. ALL FIXTURES WILL BE FURNISHED WITH INTEGRAL STOPS.

15. ALL FLOOR DRAINS AND FIXTURES TO BE BOLTED IN ACCORDANCE WITH LOCAL

16. ALL HORIZONTAL BENT PIPING SHALL BE RUN ABOVE FINISHED CEILINGS AND SLOPED UP TOWARD MAIN SANITARY.

17. THE PLUMBING CONTRACTOR WILL NOT INSTALL COMBUSTIBLE PIPING MATERIAL IN OR THROUGH FIRE RATED ASSEMBLES. 18. HORIZONTAL DRAINAGE PIPING SHALL BE PITCHED NOT LESS THAN 1/4" PER FOOT

FOR PIPING 3" DIA. AND UNDER. WHILE HORIZONTAL DRAINAGE PIPING SHALL BE PITIED NOT LESS THEN 1/8" PER FOOT FOR PIPING 4"C DIA. AND OVER.

19. ALL CONNECTIONS BETWEEN DISSIMILAR METALS SHALL BE MADE WITH DIELECTRIC UNIONS OR COUPLINGS.

20. PIPES WHICH PASSING THROUGH THE FOUNDATION OR RATED WALL SHALL BE SLEEVED WITH WATER STOP OR FIRE RESIST "DEPEND TO THE APPLICATION" TO PROVIDE NOT LESS THAN 1" CLEARANCE AROUND THE PIPE. THE OPENING BETWEEN FHE PIPE AND THE PIPE SLEEVE SHOULD BE TIGHTLY PACKED WITH OAKUM AND CAULKED WITH LEAD.

1. ALL INSULATION WORK SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE PLUMBING CODE AND AUTHORITIES HAVING JURISDICTION BY AN EXPERIENCED FIRM WITH AN ESTABLISHED REPUTATION IN THIS FIELD, AND TO THE SATISFACTION OF THE ARCHITECT/ENGINEER

2. ALL DOMESTIC WATER PIPING TO BE INSULATED WITH FIBERGLASS INSULATION AND

VAPOR BARRIER PER FOLLOWING

: ALL SIZE, 1" INSULATION. HW & HWR : 1" AND SMALLER , 1" INSULATION.

VTR : ALL SIZE, 1/2" INSULATION WITHIN 10' FROM ROOF PENETRATION.

3 INSULATION TO BE AS MANUFACTURED BY INSUL-SHIELD OR KNAUF INDUSTRIES. ONE PIECE MOLDED INSULATION WITH SELF SEALING ADHESIVE. ALL FITTINGS TO BE COMPLETE WITH ONE PIECE PRE MOLDED HIGH IMPACT PVC FITTING COVERS.

4. ALL SANITARY P-TRAPS IN AREAS SUBJECT TO FREEZING SHALL BE INSULATED WITH MIN. 1/2" INSULATION COMPLETE WITH VAPOR BARRIER.

5. FIRE RATED CEILING: PIPE INSULATION SHALL BE FIRE RATED AND COMPLY WITH REQUIREMENTS OF DIVISION 07 FOR PIPE INSULATION AND SEAL PENETRATIONS.

 SUPPORT PIPING ON ADJUSTABLE MALLEABLE IRON OR WROUGHT STEEL HANGERS. GRINNELL #97, 101, 260, 2699R APPROVED, EQUAL. INSTALLATION AND SPACING SHALL BE AS REQUIRED BY GOVERNING CODE AND AUTHORITIES HAVING JURISDICTION.

2. PIPE STRAPPING USED IN PLACE OF APPROVED PIPE HANGERS WILL NOT BE

3. HANGERS SHALL BE OF STANDARD WEIGHT STEEL OR IRON ROD AND RING OR CLEVIS

4. ALL SUSPENDED HORIZONTAL PIPING SHALL BE SUPPORTED BY HANGERS WAGED NO FURTHER THAN 8'-0" APART (4'-0" APART FOR PVC PIPING). NO PIPING SHALL BE SELF-SUPPORTING NOR BE SUPPORTED FROM EQUIPMENT CONNECTIONS.

5. SUPPORTS AND HANGERS SHALL BE INSTALLED TO PERMIT FREE EXPANSION AND CONTRACTION IN PIPING SYSTEMS UNLESS PIPE REQUIRES FIRM ANCHOR CONTROL.

1. CLEANOUTS SHALL BE INSTALLED ON ALL INTERIOR AND EXTERIOR SANITARY AND STORM DRAINAGE PIPING IN ACCORDANCE WITH LOCAL PLUMBING CODES.

2. CLEANOUTS SHALL BE FULL SIZE FOR PIPES OF 4" DIAMETER AND LESS, AND 4" SIZE FOR ALL LARGER PIPES.

3. CLEANOUTS IN SIDEWALKS, CONCRETE OR PAVED AREAS FOR OUTSIDE DRAINAGE PIPING AND FOOTING DRAINS TO BE EXTENDED TO SURFACE IN C.I. PIPE WITH PIPE ANCHORED IN 12" X 12" X 6" COLLAR OF CONCRETE.

4. WHERE CLEANOUTS MUST BE INSTALLED IN FINISHED FLOORS USE APPROPRIATE CLEANOUT COVERS.

5. CLEANOUTS SHALL BE PLACED AT ALL DEAD ENDS, AT CHANGES OF DIRECTION, AT 50'-0" INTERVALS ON HORIZONTAL RUNS, OUT OF HIGH TRAFFIC AREAS, (NOT UNDER CASES) ETC. WHERE CLEANOUTS OCCUR CONCEALED SPACES, THEY SHALL BE PROVIDED WITH EXTENSION TO FLOOR ABOVE OR TO WALLS. A HAND-HOLE TEST TEE SHALL BE PLACED AT THE BASE OF EACH STAGE.

I. PROVIDE ACCESS TO ALL CONCEALED PLUMBING EQUIPMENT FOR OPERATION. MAINTENANCE, CALIBRATION AND ADJUSTMENT, INCLUDING: VALVES, UNIONS, AND

2. ACCESS DOORS FOR CLEANOUTS SHALL BE 8" X 8" MINIMUM. ALL OTHER ACCESS DOORS SHALL BE A MINIMUM OF 12" X 12". WHERE FULL BODY OR HEAD AND SHOULDERS ACCESS IS REQUIRED, DOORS SHALL BE 24" X 24".

3. ACCESS DOORS IN PLASTERED WALLS AND CEILINGS SHALL BE FLUSH TYPE MADE OF 14 GA. STEEL WITH RECESSED PERFORATED ANCHOR FLANGE AND PLASTER KEY, CONCEALED HINGES AND SCREWDRIVER OPERATED CAM LOCKS. ACUDOR TYPE PS

4. ACCESS DOORS IN DRYWALL PARTITIONS OR CEILINGS, TILE OR MASONRY WALLS SHALL BE FLUSH TYPE MADE OF 16 GA STEEL HAVING MOUNTING FLANGE, CONCEALED HINGES AND SCREWDRIVER CAM LOCKS. ACUDOR TYPE UF 5000.

5. ACCESS DOORS TO HAVE PRIMER FINISH EXCEPT FOR CERAMIC TILED AREAS WHERE ACCESS DOOR SHALL BE STAINLESS STEEL. 6. ACCESS DOORS REQUIRED IN FIRE PARTITIONS AND SIMILAR FIRE RATED STRUCTURE

SHALL BE U.L. APPROVED FIRE DOORS, SUITABLE FOR THE STRUCTURE IN WHICH THEY ARE TO BE LOCATED. ACCESS DOORS SHALL BE AS MANUFACTURED BY

## ACUDOR OR APPROVED EQUAL. FIRE STOPPING:

1. ALL FIRE STOPPING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING CODE TO MAINTAIN FIRE RATINGS OF THE STRUCTURE AND FINISHES, MATERIAL USED FOR FIRE STOPPING SHALL BE TESTED AND APPROVED FOR THE PARTICULAR APPLICATION. PROVIDE COPIES OF THE TEST RESULTS TO THE ENGINEER ON

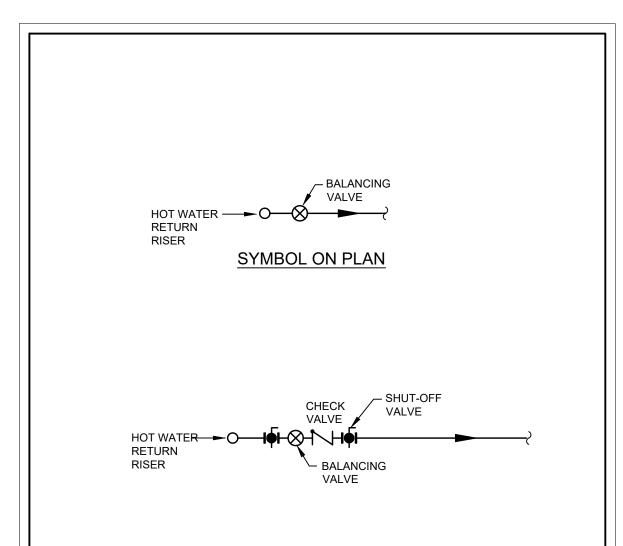
2. PIPES PASSING THROUGH WALLS AND FLOORS SHALL NOT BE IN DIRECT" CONTACT WITH THE STRUCTURE. PENETRATIONS SHALL BE SIZED TO ALLOW 1/2" CLEARANCE BETWEEN THE PIPE AND THE STRUCTURE.

3. PIPES PENETRATING OR PARTLY PENETRATING FIRE SEPARATIONS, FIREWALLS AND FIRE RATED STRUCTURES SHALL HAVE THE 1/2" SPACE BETWEEN THE PIPE AND THE STRUCTURE CAULKED WITH UL APPROVED HIGH TEMPERATURE INSULATION CEMENT TO AVOID FIRE, SMOKE AND SOUND TRANSMISSION.

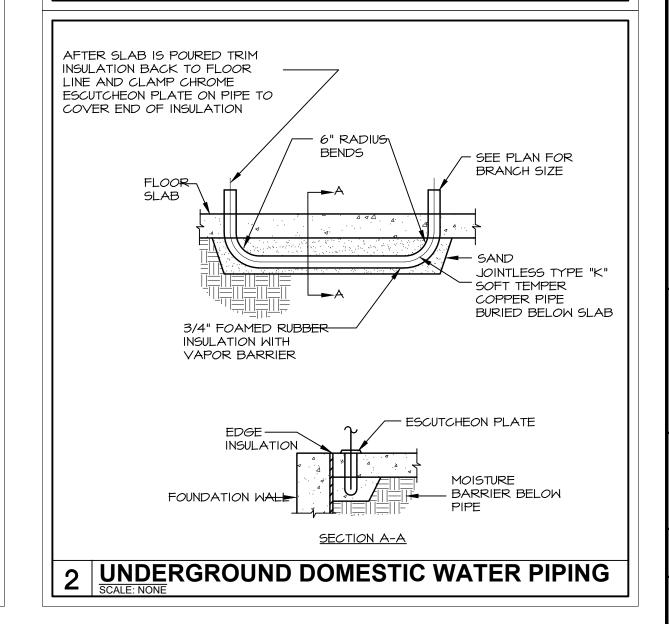
4. PIPES PASSING THROUGH WALLS AND FLOOR THAT ARE NOT ARE RATED SHALL HAVE THE 1/2" SPACE BETWEEN THE PIPE AND THE STRUCTURE CAULKED WITH INSULATION AND/OR INSULATION CEMENT TO AVOID SOUND, SMOKE AND DUST TRANSMISSION.

5. THIS WORK TO BE UNDERTAKEN BY QUALIFIED TRADES PEOPLE ONLY.

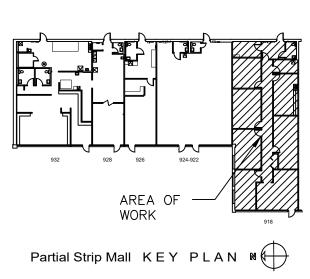
### PLUMBING SYMBOL LIST DESCRIPTION SYMBOL SYMBOL DESCRIPTION A.F.F. ABOVE FINISHED FLOOR —— – COLD WATER LINE AG —— - - HOT WATER LINE C.I. — – – – HOT WATER RECIRCULATION CO CLEANOUT S S SUSPENDED SANITARY ——US —— UNDERGROUND SANITARY COLD WATER SUPPLY FD FLOOR DRAIN ---- SUSPENDED VENT DOWN (ELBOW) HWT HOT WATER TANK RISER UP (ELBOW) LAV LAVATORY BALL VALVE OSE OPEN SITE DRAIN CHECK VALVE $-\sqrt{-}$ PLUMBING CONTRACTOR **─**₩ GATE VALVE RD ROOF DRAIN UNION —--|----DIRECTION OF FLOW SAN SANITARY SINK STORM URINAL UNDER GROUND UG VFNT V.I.F. VERIFY IN FIELD VTR VENT THRU ROOF WATER CLOSET WATER HEATER E.T.R. EXISTING TO REMAIN DISREGARD ANY SYMBOL OR ABBREVIATION THAT IS NOT APPLICABLE TO THIS PROJECT



# HOT WATER RETURN ASSEMBLY







02/06/23 ISSUED FOR CLIENT REVIEW Rev. No. | Date Description ISSUES & REVISIONS



New Hand Sinks for Rooms 1 through 5 918 W. Algonquin Road Arlington Heights, IL 60005

Sheet Title: GENERAL NOTES & SYMBOL LIST

02/06/23 Date:

Project:

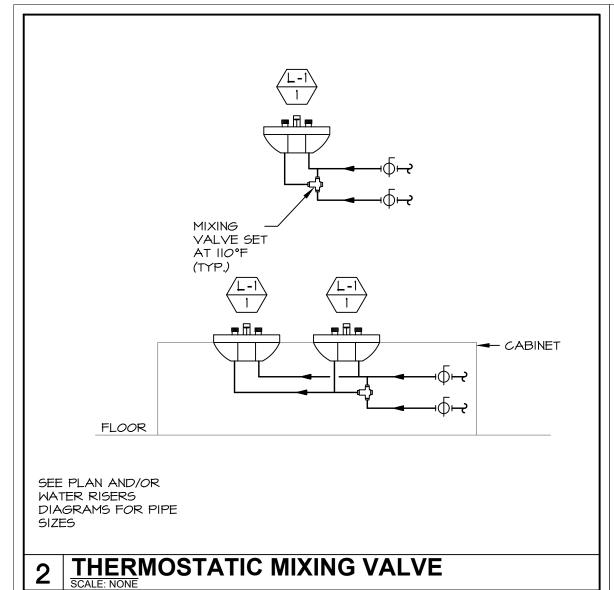
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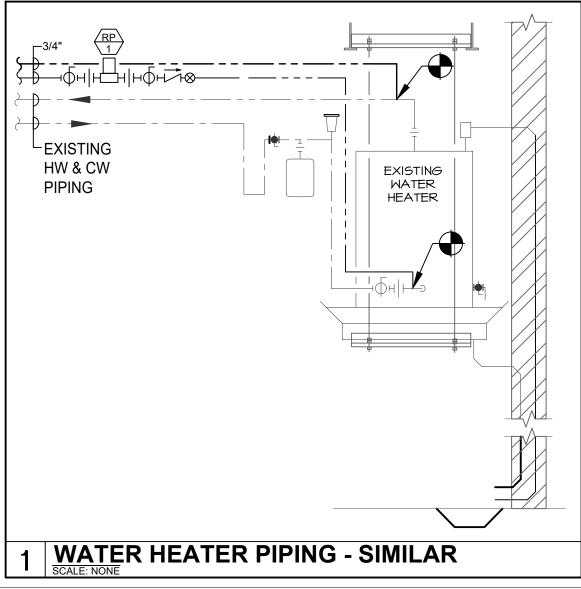
Drawn: BS

Approved: BS

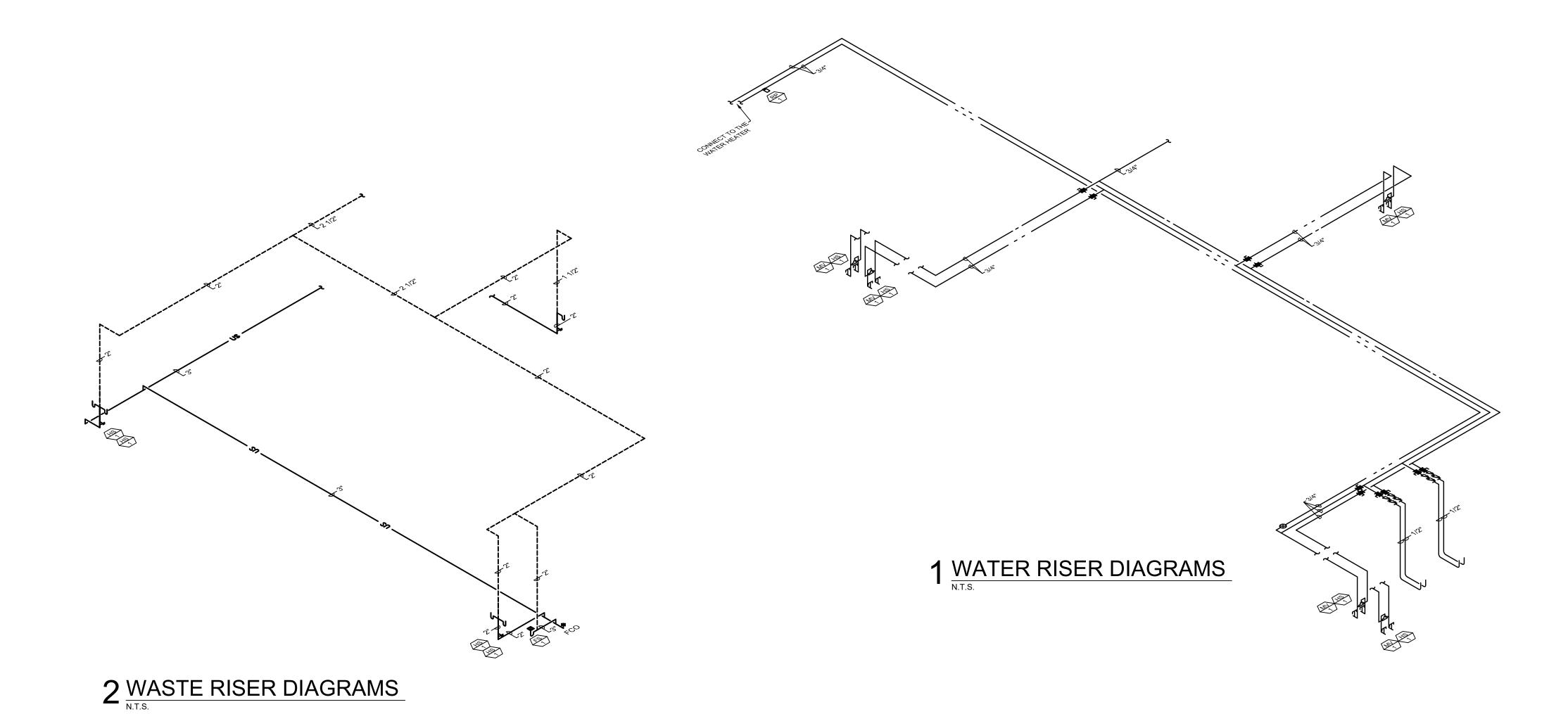
Sheet No:

2308



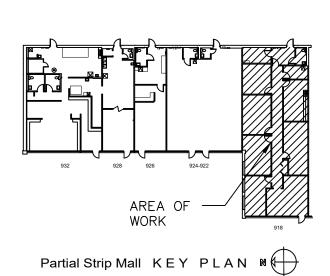


	PLUMBING EQUIPMENT SCHEDULE					
TAG	EQUIPMENT	QTY	MANUFACTURER & MODEL	TYPE	REMARKS	
со	CLEANOUT "FINISHED"	-	ZURN, ZN-1400-BP-NL JR SMITH, 4021	FLOOR	ADJUSTABLE, C.I. BODY, GAS AND WATERTIGHT ABS TAPERED THREAD PLUG. FURNISH WITH SECURING SCREW. (EQUAL MANUFACTURERS: JOSAM, SIOUX CHIEF)	
	CLEANOUT	-	ZURN, 1441-2 JR SMITH, 4422	WALL	C.I. BODY, GAS AND WATERTIGHT ABS TAPERED THREAD PLUG. FURNISH WITH CHROME ACCESS COVER AND SECURING SCREW. (EQUAL MANUFACTURERS: JOSAM, SIOUX CHIEF)	
	CLEANOUT "CARPET FLOOR"	-	ZURN, Z-1441-BP JR SMITH,4021-Y	FLOOR	C.I. BODY, ADJUSTABLE, POLISHED BRASS TOP WITH CARPER MARKER. (EQUAL MANUFACTURERS: JOSAM, SIOUX CHIEF)	
FS-1	FLOOR SINK	1	JR SMITH 3110-12	-	FLOOR SINK WITH BOTTOM STRAINER. 12"X12" SQUARE NICKEL BRONZE TOP, 1/2" GRATE. CAST IRON FLANGED RECEPTOR WITH SEEPAGE HOLES, ACID RESISTANT COATED INTERIOR, NICKEL BRONZE RIM AND SECURED GRATE. ALUMINUM DOME BOTTOM STRAINER.  (EQUAL MANUFACTURERS: ZURN, SIOUX CHIEF)	
MV-1	MIXING VALVE	5	WATTS, LFUSG-B-M2	SINGLE SINK	ROUGH BRONZE FINISH. MIXING VALVE SET AT 110°F DISCHARGE TEMP. ASSE 1070, PRESSURE RATING OF 125 PSIG. FLOW RATE 4 GPM AT 45 PSIG. (EQUAL MANUFACTURERS: WATTS, BRADLEY, ZURN)	
HS-1	HAND SINK	5	ELKAY, CHS1716-C CHICAGO FAUCET 631 Mc GUIRE LFH2165CCLK STOPS	WALL	12"x9 1/4"x6" TYPE 304 STAINLESS STEEL. LK-8 CHROME PLATED STAMPED BRASS PERFORATED STRAINER. 7" HIGH BACK SPLASH, WALL HANGER, INTEGRAL S.S. SUPPORT BRACKETS. P-TRAP: 1 1/2" CAST BRASS WITH CLEANOUT AND WALL FLANGE. STOPS: HEAVY DUTY CHROME PLATED 3/8" ODx12" LONG AND BRASS STEAM. (EQUAL MANUFACTURERS: JUST, EAGLE GROUP)	
RP-1	REC. PUMP	1	BELL & GOSSETT, PL-30	INLINE	1/12 HP, 115/1/60, 1750 RPM. 5 GPM @ 20' HD. 3/4" SUCTION & DISCHARGE SIZE. DRIP PROVE TYPE MOTOR, CAST IRON MOTOR HOUSING AND CASING. TC-1 AUTOMATIC TIMER KIT AND AQS AQUASTAT.	





1413 Limar Ln. Glenview, IL 60025 Tel. 847-845-3711 brucemech@gmail.com



Rev. No. Date Description ISSUES & REVISIONS



EXP. 11.30.2023

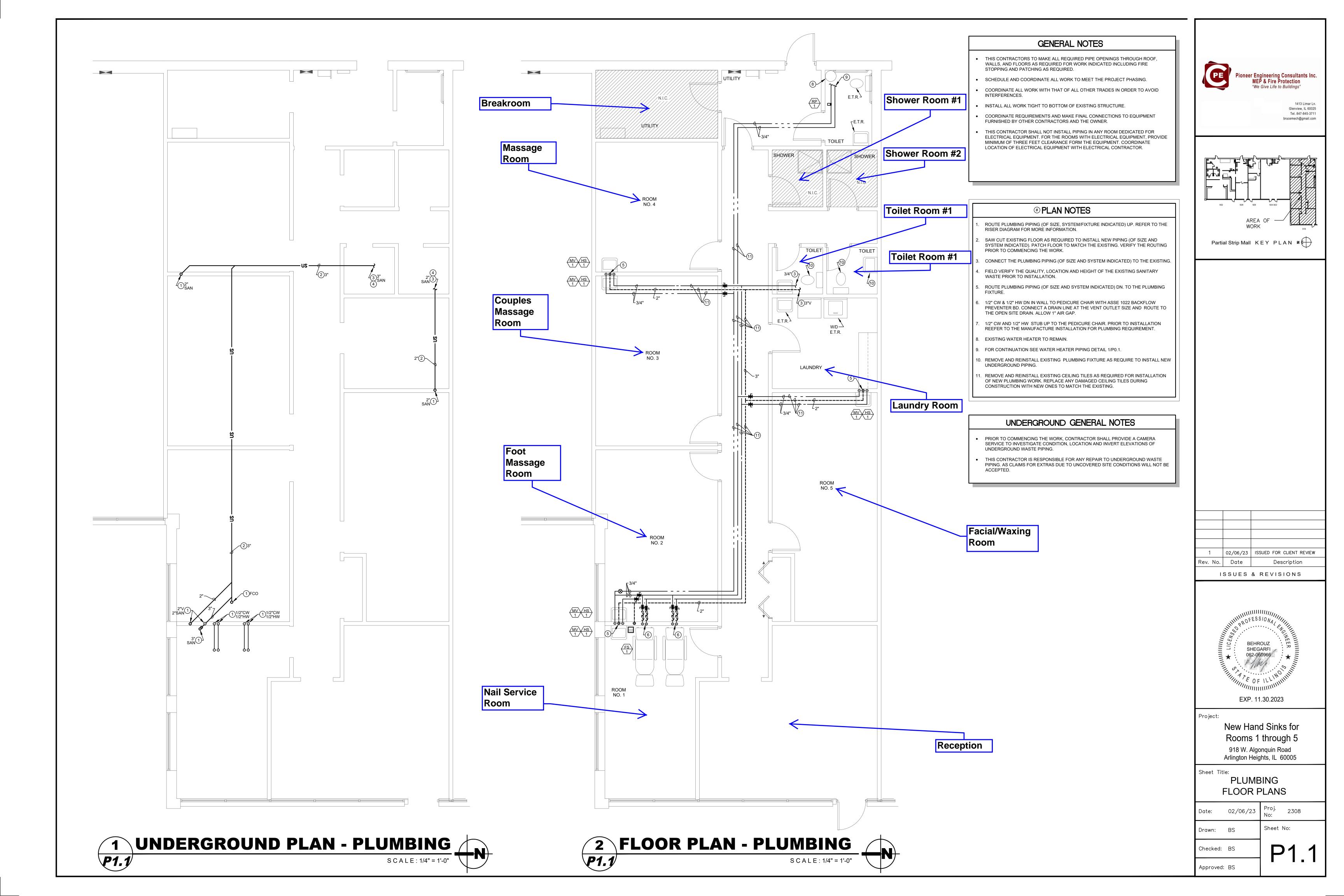
New Hand Sinks for Rooms 1 through 5 918 W. Algonquin Road Arlington Heights, IL 60005

Sheet Title:
SCHEDULES DETAILS & RISERS DIAGRAMS

Date: 02/06/23 Drawn: BS

Checked: BS

Approved: BS



### EXHIBIT C

### UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Arlington Heights, Illinois ("Village"):

WHEREAS, Nu-Living LLC ("Owner") is the owner of that certain property located in the B-2 General Business District ("B-2 District"), commonly known as 918 W. Algonquin Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("Property"); and

WHEREAS, Massa Spa LLC ("Applicant") desires to lease space within the building on the Property, consisting of approximately 2,400 square feet ("Subject Premises"), for a massage therapy spa ("Proposed Use"); and

WHEREAS, Ordinance No. 2023-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_\_, 2023 ("*Ordinance*"), grants a variation to the Applicant for the operation of the Proposed Use in the Subject Premises on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant file, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner and the Applicant do hereby agree and covenant as follows:

- 1. The Owner and the Applicant hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
- 2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
- 3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner and the Applicant against damage or injury of any kind and at any time.
- 4. The Owner and the Applicant hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variation for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated:, 2023	
ATTEST:	NU-LIVING LLC
Ву:	By:
Its:	Its:
ATTEST:	MASSA SPA LLC
Ву:	By:
Its:	Its: