

**AN ORDINANCE MODIFYING THE PERMITTED AND SPECIAL USES
WITHIN THE ARLINGTON OFFICE PARK PLANNED DEVELOPMENT**

WHEREAS, the property legally described in **Exhibit A** and commonly known as 1835-1951 Rohlwing Road ("**Subject Property**") was previously designated by the City as the Arlington Office Park Planned Development ("**AOP Planned Development**") by Ordinance No. 99-17; and,

WHEREAS, an agent of AOP Partners, LLC, being the owner of the Subject Property ("**Petitioner**") petitioned the Planning and Zoning Commission ("**PZC**") for a major change to the AOP Planned Development in order to modify its allowed permitted and special uses ("**Requested Relief**"); and

WHEREAS, the PZC, after notice was provided as required by law, conducted a public hearing on March 7, 2023 at a regular meeting to consider the Requested Relief; and

WHEREAS, after taking and considering all testimony presented at the public hearing, the PZC made the findings of fact enumerated in **Exhibit B** and recommended that the City Council approve the Requested Relief; and

WHEREAS, the Corporate Authorities of the City of Rolling Meadows have determined that it would be in the best interest of the City to approve the Requested Relief.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Illinois:

Section 1: The recitals set forth above are incorporated herein by reference as the findings of the Corporate Authorities.

Section 2: Pursuant to Sections 122-395 (“Special Uses”) and 122-462 (“Procedure” for Planned Developments) and the City’s home rule authority, the Corporate Authorities hereby modify the Arlington Office Park Planned Development to authorize only the permitted and special uses listed as **Exhibit C** to be established within the boundaries of the Planned Development. The permitted and special uses provided therein shall supersede all contrary provisions of the City’s Zoning Regulations and the AOP Planned Development prior to amendment, whether more or less restrictive.

Section 3: Except as modified herein, all provisions of the Arlington Office Park Planned Development, as amended, shall remain in full force and effect.

Section 4: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

Section 5:

A. This Ordinance will be effective only upon the occurrence of all of the following events:

- i. Passage by the Corporate Authorities of the City of Rolling Meadows in the manner required by law;
- ii. Publication in pamphlet form in the manner required by law; and,
- iii. The filing by the Petitioner with the City Clerk, for recording in the Office of the Cook County Clerk’s Office, of an unconditional agreement and consent to accept and abide by each and all of the

terms, conditions and limitations set forth in this Ordinance. The unconditional agreement and consent must be executed by the Petitioner. The unconditional agreement and consent must be substantially in the form attached hereto and incorporated herein as **Exhibit D.**

B. In the event that the Petitioner does not file with the City Clerk the unconditional agreement and consent required by Paragraph 5.A.iii of this Ordinance within 60 days after the date of final passage of this Ordinance, the Corporate Authorities will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

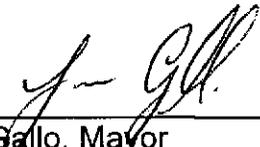
PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County,

Illinois this 11th day of April, 2023.

AYES: Budmats, O'Brien, Vinezeano, Bisesi, Reyez, Sanoica, McHale

NAYS: 0

ABSENT: 0



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Published this 14th day of April, 2023.



Judith Brose, Deputy City Clerk

EXHIBIT A

Legal Description of the Subject Property

Parcel 1:

Lot 7 in first addition to Plum Grove Estates, being a subdivision of part of the east ½ of section 26, township 42 north, range 10, east of the third principal meridian, (except that part lying westerly of a line beginning at a point that is 206 feet east of the southwest corner of said lot 7); thence northwesterly along a straight line for a distance of 168.04 feet to a point that is 164 feet east of the west line of said lot 7 (measured at right angles to said west line) and 134 feet south of the north line of said lot 7 (as measured at right angles to said north line); thence northwesterly along a straight line, for a distance of 190.93 feet to a point in the north line of said lot 7 that is 26 feet east of the northwest corner of said lot 7 in Cook County, Illinois.

Parcel 2:

Lot 8 (except the east 200 feet thereof) in first addition to Plum Grove Estates, being a subdivision of part of the east ½ of section 26, township 42 north, range 10, east of the third principal meridian, in Cook County, Illinois.

Parcel 3:

Lot 9 (except the east 200 feet thereof) and lot 10 in first addition to Plum Grove Estates being a subdivision of part of the east ½ of section 26, township 42 north, range 10, east of the third principal meridian, except that part bounded and described as follows: commencing at the southwest corner of said lot 10 for a place of beginning; thence north along the west line of said lot 10 for a distance of 289.73 feet to the northwest corner of said lot 10; thence east along the north line of said lot 10, a distance of 206 feet; thence southeasterly along a straight line for a distance of 172.87 feet to a point that is 213 feet east of the west line of said lot 10 (as measured at right angles to said west line) and 117 feet north of the south line of said lot 10 (as measured at right angles to said south line); thence southeasterly along a straight line for a distance of 96.04 feet to a point in the east line of said lot 10 that is 75 feet north of the southeast corner of said lot 10; thence southeasterly along a straight line for a distance of 85.01 feet to a point in the west line of the east 200 feet of said lot 9 that is 54 feet north of the southwest corner thereof; thence south along the west line of the east 200 feet of said lot 9, a distance of 54 feet to the southwest corner thereof; thence west along the south line of said lots 9 and 10, for a distance of 381.75 feet to the place of beginning, in Cook County, Illinois.

Parcel 4:

That part of the east 200 feet of lot 9 (except the north 189.61 feet thereof and except that part of said lot 9 lying westerly of a line described as beginning at a point in the west line of the east 200 feet of said lot 9 that is 54 feet north of the southwest corner thereof; thence southeasterly along a straight line, for a distance of 122.38 feet to a point that is 80 feet west of the east line of said lot 9 (measured at right angles to said east line) and 30 feet north of the south line of said lot 9 (as measured at right angles to said south line); thence east along a straight line that is parallel to the south line of said lot 9, for a distance of 60 feet to a point that is 20 feet west of the east line of said lot 9; thence northeasterly along a straight line to a point in the east line of said lot 9 that is 50 feet north of the southeast corner of said lot 9, all in first addition to Plum Grove Estates, being a subdivision of part of the east ½ of section 26, township 42 north, range 10, east of the third principal meridian, in Cook County, Illinois.

Parcel 5:

All of Lot 1 and Lot 2 except the west 99.4 feet in first addition to Plum Grove Estates, being a subdivision of part of the east ½ of section 26, township 42 north, range 10, east of the third principal meridian, according to the plat thereof recorded as document 10689237, in Cook County, Illinois.

Parcel 6:

The west 99.4 feet of lot 2, in first addition to Plum Grove Estates, a subdivision of part of the east ½ of section 26, township 42 north, range 10, east of the third principal meridian, in Cook County, Illinois.

Parcel 7:

That part of Forest Avenue lying south of a straight line extended west from the northwest corner of lot 2 to its intersection with the northeast corner of lot 3 and lying north of a straight line extending from the southwest corner of said lot 2 to the southeast corner of said lot 3 (excepting therefrom that part lying southwesterly of a straight line extending from a point on the east line of said lot 3, 24 feet north of the southeast corner thereof to a point in the north line of lot 7, 26 feet east of the northwest corner thereof) in first addition to Plum Grove Estates, aforesaid, in Cook County, Illinois.

Parcel 8:

That part of lot 3 lying northeasterly of a straight line drawn from a point in the east line of said lot 3, that is 24 feet north of the southeast corner of said lot 3 to a point in the north line of said lot 3 that is 186 feet east of the northwest corner of said lot 3 in first addition to Plum Grove Estates, aforesaid, in Cook County, Illinois.

Parcel 9:

That part of the north 33.0 feet (as measured at right angles) of Bryant Avenue, lying west of the easterly line, extended southerly of Lot 1 and lying northeasterly of a straight line extending from a point on the east line of lot 3, 24.0 feet north of the southeast corner thereof to a point in the north line of lot 7m 26.0 feet east of the northwest corner thereof, in first addition to Plum Grove Estates, aforesaid.

Parcel 10:

All that part, except the north 33.0 feet, as measured at right angles to the north line thereof, of vacated Bryant Avenue lying north of and adjoining the north line of lots 7 and 8 in first addition to Plum Grove Estates, being a subdivision of part of the east ½ of section 26, township 42 north, range 10, east of the third principal meridian, lying west of and adjoining a northerly extension of the east line of said lot 8 and lying easterly of and adjoining a straight line drawn from a point on the east line of lot 3 in said first addition to Plum Grove Estates, 24.0 feet north of the southeast corner thereof, to a point on the north line of said lot 7, 26.0 feet east of the northwest corner thereof, in Cook County, Illinois.

Parcel 11:

The north 100 feet of the east 200 feet of lot 8 in first addition to Plum Grove Estates aforesaid.

Parcel 12:

The east 200 feet of lot 8 (except the north 100 feet and except the south 100 feet) in first addition to Plum Grove Estates aforesaid.

Parcel 13:

The south 100 feet of the east 200 feet of lot 8 and the north 89.61 feet of the east 200 feet of lot 9 in first addition to Plum Grove Estates aforesaid.

Parcel 14:

The south 100 feet of the north 189.61 feet of the east 200 feet of lot 9 in first addition to Plum Grove Estates, aforesaid.

Property Commonly Known As: 1835-1951 Rohlwing Road

EXHIBIT B

PZC's Adopted Findings of Fact

Planned Development Standards

Standard 1: Character and density of land use. *The uses proposed and their density and arrangement on the site shall be of a visual and operational character which is compatible to the physical nature of the site, with particular concern for preservation of natural features, tree growth, and open space; would produce an attractive environment of sustained aesthetic and ecologic desirability, economic stability and functional practicality compatible with the general development plans for the area as established by the community; would not adversely affect the anticipated provision for school or other municipal services; and would not create a traffic or parking demand incompatible with the existing or proposed facilities to serve it.*

Findings: The proposed use modification is not changing the land use very much. The proposed uses to be added as special and permitted were previously allowed uses on the site, and the character of the property is not changing. There is no change to the density proposed on the site.

Standard 2: Economic feasibility and impact. *There shall be satisfactory evidence of the planned development's economic feasibility and support of the economic prosperity of the city or the values of surrounding properties.*

Findings: Modification to the allowed uses will help the property owners occupy their vacant spaces in a way that makes sense, and is consistent with the vision for the property. The uses existing on the property perform well and are consistently in use.

Standard 3: Engineering design standards. *The width of street rights-of-way, width and location of streets or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage, or other similar environmental engineering considerations shall implement their specific function to ensure the public safety and welfare. In addition, pedestrian and bicycle facilities shall be designed to comply with Chapter 98 - Subdivisions.*

Findings: No engineering changes are being proposed at this time.

Standard 4: Preservation and maintenance of open space. *Adequate provision shall be made for the permanent preservation and maintenance of common open space, either by private reservation or dedication to the public.*

Findings: No changes to open space are being proposed at this time.

Standard 5: Implementation schedule. *A realistic schedule for the implementation of the development shall be submitted to the satisfaction of the city, including suitable phasing and assurance that each segment of the project shall constitute a logical module of development, and will not adversely affect the community as a result of termination at that point.*

Findings: No change to the development is being proposed at this time. The modified use list will be effective as of the date of City Council passage of the Ordinance.

Special Use Standards

Standard 1: Potential impact: *The special use shall not unduly impact adjacent or nearby properties or the general health, safety, and welfare of the general area and overall community. Impacts to be considered include ingress and egress to the site, potential traffic impacts from cars and trucks, and impacts to the appearance and character of the area.*

Findings: The subject property is zoned M-1 and is generally used as a space for offices. Across County-responsible Euclid Avenue is residentially zoned property, including South Park. Across Rohlwing Road is Arlington Heights. The development there is primarily multi-family currently, with some office use. The request is not proposing changes to ingress and egress, only the types of uses. These uses are generally already existing in the office park, and have caused no hardship for the surrounding properties.

Standard 2: Consistency: *The proposed special use shall be in keeping with the recommendations and intent of the City's Comprehensive Plan, Official Map, and all other plans and policies adopted by the city.*

Findings: The use of these buildings for office is in line with the Comprehensive Plan, which sees this area as a "Business Park".

Standard 3: Trend of development: *Special uses should be a logical extension of the trend of development in the area around the subject site and not interfere with the use and development of adjacent or nearby properties.*

Findings: No change to the development is being proposed at this time beyond the uses.

Standard 4: Public facilities: Adequate public facilities and services shall be available to serve the special use and the property on which it is located; including, without limitation, storm water, sanitary sewer, water service, public safety service, and waste disposal services.

Findings: No change is being proposed to the development, other than the uses. This will not impact public facilities.

Standard 5: Site design: The on-site development design shall be understandable to users, safe, and maintainable in terms of road and pedestrian patterns, preserve natural features and incorporate such features into a maintainable development, and provide adequate parking, loading, and site maintenance.

Findings: Modifications to the site are not being proposed at this time.

Exhibit C

**Permitted and Special Uses
Arlington Office Park Planned Development**

Permitted Uses:

- Arts studio, workspace, or teaching
- Medical and dental clinics
- Offices, professional and business
- Personal services
- Museum or cultural facility
- All other permitted uses listed in the M-1 district, as may be amended

Special Uses:

- Day care centers
- Veterinary clinics
- All other special uses listed in the M-1 district, as may be amended

Exhibit D

Unconditional Agreement and Consent

TO: The City of Rolling Meadows, Illinois ("**City**");

WHEREAS, the property legally described in the foregoing **Exhibit A** and commonly known as 1835-1951 Rohlwing Road ("**Subject Property**") was previously designated by the City as the Arlington Office Park Planned Development ("**Development**") by Ordinance 99-17; and,

WHEREAS, an agent of AOP Partners, LLC, the owner of the Subject Property ("**Owner**") petitioned the Planning and Zoning Commission ("**PZC**") to consider a major change to the AOP Planned Development to modify its allowed permitted and special uses ("**Requested Relief**"); and

WHEREAS, Ordinance No. 23-11, adopted by the Corporate Authorities of the City of Rolling Meadows on April 11, 2023, ("**Ordinance**") grants the Requested Relief to Owner for the Development at the Subject Property, subject to certain modifications, conditions, restrictions, and provisions; and,

WHEREAS, Subsection 5.A.iii of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner files with the City Clerk, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in said Ordinance.

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

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance.
3. The Owner acknowledges and agrees that the City is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's issuance of any permits for the Development and the Subject Property, including, without limitation, the planned development amendment approved in the Ordinance, and that the City's issuance of any such permits or approvals does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City 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 operation and use of the Development or the Subject Property, or the City's adoption of the Ordinance.

5. By signing, the Owner, or the individual(s) signing on behalf of the Owner, represents, warrants, and guarantees that they have the legal authority to bind the Owner pursuant to the terms of this Unconditional Agreement and Consent.

Dated: _____, _____.

ATTEST:

OWNER

AOP Partners, LLC

By: _____

By: _____

Its: _____

Its: _____