



AGENDA

President and Board of Trustees
Village of Arlington Heights
Board Room

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005

November 18, 2019

8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. Village Board 11/4/2019

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 11/15/2019

VI. RECOGNITIONS AND PRESENTATIONS

A. Presentation of Proclamation to James P. Ostler, Sr.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

Anyone wishing to speak on a subject not on the Agenda should fill out a card, located in the back of the room, and hand it to the Village Clerk. Please limit your comments to three minutes.

IX. OLD BUSINESS

A. Report of the Committee of the Whole meeting of November 12, 2019

Arlington Heights Memorial Library Budget Review

Trustee Canty moved, seconded by Trustee LaBedz, that the Committee-of-the-Whole recommend to the Board of Trustees that the Board acknowledge with thanks the proposed budget for

the Arlington Heights Memorial Library Fund. The motion passed unanimously.

- B. Report of the Committee-of-the-Whole meeting of November 14, 2019

Meet Chicago Northwest (3 year agreement)

Trustee Padovani moved, seconded by Trustee Canty that the Committee-of-the-Whole recommend to the Village Board of Trustees that the Board approve a three-year budget agreement for the Meet Chicago Northwest Convention Bureau with each year being funded at 8% of the hotel tax receipts. The motion passed unanimously.

- C. Report of the Committee-of-the-Whole meeting of November 14, 2019

Final Recommendation of the Committee-of-the-Whole to the Board of Trustees for the 2019 Property Tax Levy payable in 2020

Trustee Tinaglia moved, seconded by Trustee Schwingbeck that the Committee-of-the-Whole recommend to the Village Board of Trustees to authorize staff to prepare the Village's and Arlington Heights Memorial Library's 2019 Tax Levy Ordinance reflecting an estimated total tax levy of \$51,315,596 or a 0% increase over the 2018 extended tax levy for the Village and Library portion of the levy. The motion passed unanimously.

- D. Report of the Committee-of-the-Whole meeting of November 14, 2019

Final Recommendation of the Committee-of-the-Whole to the Board of Trustees for the 2020 Budget

Trustee LaBedz moved, seconded by Trustee Rosenberg that the Committee-of-the-Whole recommend to the Village Board of Trustees that the Board approve the Proposed 2020 Budget as amended through the review process. The motion passed unanimously.

- E. Report of the Committee-of-the-Whole meeting of November 18, 2019

Consideration of recommending to the Liquor Commissioner the issuance of a Class A Liquor License to J&D Mowa, Inc. dba Mowa, located at 4216 N. Arlington Heights Road.

X. CONSENT AGENDA

This Agenda consists of proposals and recommendations that, in the opinion of the Village Manager, will be acceptable to all members of the Board of Trustees. The purpose of this Agenda is to save time by taking only one roll call vote instead of separate votes on each item.

Consideration of this Consent Agenda will be governed by the following rules and procedures prior to roll call vote:

1. Any Trustee who wishes to vote "no" or "pass" on any Consent Agenda items should so indicate.
2. Upon the request of any one Trustee, any item will be removed from the Consent Agenda and considered separately after adoption of the Consent Agenda.
3. Citizens in the audience may ask to remove any item on this Consent Agenda.
4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

CONSENT APPROVAL OF BIDS

- A. Dump Trucks Purchase - Public Works
- B. Water Utilities Step-Van Purchase - Public Works
- C. Fire Line Meters/Parts/Equipment 2020 - Contract Extension
- D. Stormwater Televising, Mapping & Condition Assessment 2020 - Contract Extension
- E. Track-Mounted Hydraulic Excavators 2020 - Contract Extension
- F. Furnishing of Aggregate Materials & Trucking, Debris Disposal & Hauling Snow 2020 - Contract Extension
- G. Water & Sewer Improvements Design 2020 - Contract Extension

CONSENT LEGAL

- A. An Ordinance Designating a Two-Way Stop Street (Fairview Street to stop for Cleveland Avenue)
- B. An Ordinance Prohibiting Parking (600 W University Drive frontage)

CONSENT PETITIONS AND COMMUNICATIONS

- A. Bond Waiver -Arlington Heights Park District

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- A. The LaSalle Estates Subdivision - 2000 N. Chestnut Ave. - PC#19-009
Preliminary and Final Plat of Subdivision, Variation

XIII. LEGAL

- A. An Ordinance Approving an Agreement between the Village of Arlington Heights and the Arlington Heights Firefighters Association, Local 3105, I.A.F.F. (2020-2022)

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

- A. Request for Closed Session per ILCS 120/2(c)(21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

-and-

5 ILCS120/2(c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel

XVII. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact David Robb, Disability Services Coordinator, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, (847)368-5793 (Voice), (847)368-5980 (Fax) or drobb@vah.com.



**Village Board
11/18/2019**

Item: Village Board 11/4/2019

Department: Village Clerk

ATTACHMENTS:

Description	Type
Village Board 11/04/2019	Minutes



MINUTES

President and Board of Trustees
Village of Arlington Heights
Board Room

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005

November 4, 2019

8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

- A. Presentation of Colors by Cub Scout Webelos II-Den 6- Pack 119 from Riley Elementary School
- B. The National Anthem - sung by The Arlingtones A Capella Chorus

III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: Padovani, LaBedz, Tinaglia, Baldino, Schwingbeck, Scaletta, and Canty. Trustee Rosenberg was absent.

Also present were: Randy Recklaus, Tom Kuehne, Jeff Musinski, Diana Mikula, Charles Perkins, Robing Ward, and Becky Hume.

IV. APPROVAL OF MINUTES

- A. Committee of the Whole 10/14/2019 Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta

Abstain: Schwingbeck, Tinaglia

Absent: Rosenberg

B. Committee of the Whole 10/21/2019 Approved

Trustee Richard Baldino moved to approve. Trustee Robin LaBedz
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Tinaglia

Abstain: Schwingbeck

Absent: Rosenberg

C. Village Board 10/21/2019 Approved

Trustee Robin LaBedz moved to approve. Trustee Jim Tinaglia Seconded
the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck,
Tinaglia

Absent: Rosenberg

V. APPROVAL OF ACCOUNTS PAYABLE

VI. RECOGNITIONS AND PRESENTATIONS

- A. Presentation of the 2018 Arlington Heights
Cultural Arts Award to The Arlingtones A
Capella Chorus by the Arts Commission

Janet Souter Chair of the Arts Commission presented the Cultural Arts
Award to the Arlingtones which began in 1950. They have won the Illinois
District Championship 15 times. The group sings for charity organizations
and donates to the Wheeling Township Food Pantry. Trustee Padovani
thanked the group for their donation of time to the Veterans Breakfast and
other service organizations.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

Resident George Motto, a supporter of the Black/White Divide movement,
said he was proud of the Village's consensus style of government. He asked
for increased inclusion and diversity in our community. He said initiating
the conversation is a step. He was glad the Board adopted a goal which is
progress. He suggested looking to Geneva and Oak Park which are creating
task forces and also perhaps codifying diversity goals.

Resident Chris Mier, of the Black/White Divide asked for: a written
diversity policy, police training on conscious bias, and the hiring of an

African American security officer. 85% of the Village is Caucasian. He asked for the Village not to become an anachronism as it will be left behind.

President Hayes said the Board has not done anything to make the Village inhospitable and in fact adopted diversity as one of its 10 goals this year. He said the Board is doing all we can to make the Village open and inclusive but it can't force people to live here.

Mr. Recklaus said staff is identifying projects to help support and forward the Board's diversity goal. The Village has contracted for Unconscious Bias training for the Management team and the Police Department is looking at the barriers to employment. The Village is trying to increase the number of minority and female police candidates. To do so, it's looking at partnering with Harper College and talking to existing female employees to examine existing barriers. If people want pursue a career in law enforcement, please consider the Village of Arlington Heights which is currently accepting applications.

Resident William Boodro had questions on water rates and electric aggregation. He said his rates are going up 28.5% over the next 5 years. Water usage is going down so income goes down, but infrastructure isn't used more, so it should cost the same. On aggregation, his letter did not include instructions on how to opt out. He was able to opt out after a Google search. He said he was skeptical that the new provider's rates would be lower. He said if he wanted to buy renewable energy, he would do it on his own. He disagreed that residents should be enrolled in it. The new provider has been fined by the Attorney General.

Mr. Recklaus said the water rate increase was discussed at a lengthy Committee of the Whole meeting. The Village's water system needs a lot of repairs and to keep up we need to replace 1% of it a year. A lot of the material in the system from the 1960's is failing prematurely. In order to catch up, we're having to increase rates and issue a bond. The rates themselves are currently lower than the average of our municipal neighbors. It's the Village's obligation to maintain the water system. If we were to borrow more money, it would raise property taxes. The 2020 budget includes a 0 percent property increase.

Mr. Recklaus explained that a Referendum in 2011 gave the Village authority to contract for energy providers on behalf of the residents. If an energy provider can get a contract for the community, because of how certain users use their energy, the provider can buy green certificates for the entire community. There is also a civic contribution given to the Village that pays for projects that then don't need to be taxed for. The goal was to be greener, another Board goal. As far as the fine, Eligo Energy entered into a voluntary settlement in 2016 because one of their subcontractors was taking inappropriate action door to door and over the phone. They were not sued and are no longer using that subcontractor. Their rating has

increased since then, and they have added customers and staff on this program.

Resident Mike Goodman, an employee of Arlington Park, expressed his concern that the race track might close. He liked the letter the Mayor wrote in support of the track. He asked what would happen if it did close and what the current situation was.

President Hayes said the Village is doing all it can. Sadly, the Village has very little say in what happens to the racecourse. Arlington Park is open at least two more years, but there is nothing definite after that. It is run by a private business, the Illinois Racing board gives the track its dates, and any expansion of gambling is voted on in Springfield. Arlington Heights doesn't have any control. All we can do is be supportive of issues that relate to the track and he said the Board will do all it can.

A. Warrant Register 10/30/2019

Approved

IX. OLD BUSINESS

Trustee Greg Padovani moved to move the report of the Committee of the Whole meeting of October 28, 2019 to the Legal portion of the Agenda and move all other agenda items forward in order. Trustee Tom Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

A. Report of Committee-of-the-Whole meeting of November 4, 2019

Approved

Interview of Thomas Hutchison for Appointment to the Building Code of Review Board - Term Ending 4/30/2022

Trustee Greg Padovani moved to concur in the Village President's appointment of Thomas Hutchison to the Building Code Review Board. Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT APPROVAL OF BIDS

- A. Emergency Repairs to Fire Vehicle - Aerial Truck Approved
#432

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

- B. Self Contained Breathing Apparatus (SCBA) Approved

Trustee Jim Tinaglia moved to Motion. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

- C. Greenbrier/Roanoke Stormwater & Watermain Engineering Services Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

- D. Kane McKenna & Associates Contract Consulting Services Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

E. Audit Service Proposals

Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

CONSENT LEGAL

A. A Resolution of the Village of Arlington Heights Authorizing the Adoption of the Update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan Approved

Trustee Jim Tinaglia moved to approve R19-037. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

B.	An Ordinance Amending Chapter 22 of the Arlington Heights Municipal Code (Sewers - Addition of MWRD Infiltration and Inflow Control Program requirements)	Approved
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Trustee Jim Tinaglia moved to approve 19-040. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

C.	A Resolution Accepting Required Public Improvements (Heart's Place Resubdivision)	Approved
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Trustee Jim Tinaglia moved to approve R19-038. Trustee Robin LaBedz
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

- D. An Ordinance Establishing the Speed Limit on a Approved
Certain Street in the Village of Arlington
Heights
(Betty Dr between Flentie Ln and Dun Lo Ave)

Trustee Tom Schwingbeck moved to approve 19-041. Trustee Robin LaBedz
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

- E. An Ordinance Designating a Four-Way Stop Approved
Street
(Highland Avenue and Park Street)

Trustee Jim Tinaglia moved to approve 19-042. Trustee Robin LaBedz
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

- F. An Ordinance Establishing the Speed Limit on a Approved
Certain Street in the Village of Arlington Heights
(25 miles per hour on a portion of Chestnut
Avenue between Rand Road and Palatine Road)

Trustee Jim Tinaglia moved to approve 19-043. Trustee Robin LaBedz
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg

- G. An Ordinance Designating a Two-Way Stop Approved
Street
(Dunton Ave to stop for Orchard St)

Trustee Jim Tinaglia moved to approve 19-044. Trustee Robin LaBedz
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck,
Tinaglia

Absent: Rosenberg

- H. A Resolution Accepting a Plat of Easement for a Approved
Public Storm Sewer
(323 S Walnut Ave)

Trustee Jim Tinaglia moved to approve R19-039. Trustee Robin LaBedz
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck,
Tinaglia

Absent: Rosenberg

CONSENT REPORT OF THE VILLAGE MANAGER

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- A. DC#19-085 - McDonald's - 15 E. Dundee Rd. - Approved
Sign Variation

Trustee John Scaletta moved to approve Design Commission's
recommendations for project #19-085 Sign Variations. Trustee Jim Tinaglia
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck,
Tinaglia

Absent: Rosenberg

- B. DC#19-086 - McDonald's - 1920 N. Arlington Heights Rd. - Approved
Sign Variation

Trustee John Scaletta moved to approve Design Commission's
recommendations for project #19-086 Sign Variations. Trustee Jim Tinaglia
Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck,

Tinaglia

Absent: Rosenberg

XIII. LEGAL

- A. Report of Committee-of-the-Whole Meeting of October 28, 2019 Approved

Adult Use Cannabis

Trustee Scaletta moved, seconded by Trustee Padovani, that the Committee-of-the-Whole concur with the Board of Health's recommendation and adopt Ordinance A to prohibit the sale of recreational marijuana in the Village of Arlington Heights.

President Hayes said the Village Board is required by State Law to allow any person the opportunity to publicly comment whether or not they live in the Village. The Board members can individually assign their own value of each comment based on where the speaker lives. At this meeting, the Board will continue to hear all comments regardless of home address. There have been questions as to the speakers at the last public hearing on this issue. After analysis, 30 of the 36 speakers were Village residents. The other 6 work in the Village, work with students in the Village, or live in proximity to the Village. This is the third public meeting on Cannabis. The Board has taken a lot of input, had many emails, phone calls and done a lot of research. Tonight's vote will be final.

The people listed below spoke at the meeting. All are residents unless otherwise noted.

Speakers in support of legalized recreational marijuana sales in the Village were: Keith Moens, Mary Kay Baldino, Tracy Aiello, Theodore Pollari, Katie Tokarz, Bill Manganaro, Nicolle Grasse, Michael Thompson, Ann Gillespie, Dawn Frenzel, Jim Elgas, David Clark, Greg Andejas, Cary Wolovick, Richard Halperin, Pom Rouse.

They cited the following reasons:

- Increased revenue for the Village of Arlington Heights
- Opting out decision based on subjective personal bias, political persuasion and misinformation
- Opting out decision has religious and moral superiority bias
- Double standard/alcohol no different than marijuana
- Trust the voters, majority voted for legalized use and sales
- Won't endanger family values any more than liquor stores or gambling at the racetrack

- Keep tax bill low, take in all possible revenues
- Use is legal, Village can't legislate that, why not reap financial benefits as costs associated with enforcement and education will be incurred
- Tax gains could help education on the issue
- Benefit for those who need it for medical reasons, but don't qualify for a medical prescription. There are very few approved medical uses.
- Pro speakers didn't come to earlier hearing as the previous straw vote indicated the Board would allow sales
- Conduct a trial period with existing medical sale operator
- If residents have a right to use it, it should be allowed to be sold in town
- Chamber of Commerce supports it
- Be business friendly and forward thinking
- Village has full zoning authority
- Black market a worse place to purchase marijuana, with approved sales, it will be safer
- It will be sold by neighboring communities
- Racetrack and auto dealership revenue is in jeopardy, why say no to any new form of revenue?
- Village already has non "family friendly" situations: gentrification, puppy sales from mills, an adult gift store, high water bills
- Overreach by local government
- Some people prefer marijuana to using opioids for pain/anxiety
- Opportunity to set the best standard

Speakers against allowing legalized recreational marijuana sales in the Village were: Calvin Lindstrom (Christian Liberty Academy), Heidi Tincknell, Meiling Shi, Di Yang (Vernon Hills), John Yuan, Lou James, Craig Horowitz (Buffalo Grove), William Boodro, Laurie Taylor, Ann Udell, Joseph Qian (Palatine), Peter Yang (no address), Priscilla Hagglund, Meng Wei Liu (Glenview), Connie Zhou (no address), Kevin Yang (Western Springs), Bruce Tincknell, Tommy Thomas, Julia Zhao (no address).

They cited the following reasons for opting out:

- Votes don't determine morality
- People who work with the homeless are against it
- Just because there is gambling and porn sales, doesn't make this okay
- With greater access comes greater usage
- Marijuana over-activates brain receptors and has long term impacts on children
- There will be classroom issues/attendance and disruptive behavior
- For \$1 gained there is \$1.5 social cost
- Make access harder, not easier
- Marijuana is destructive and bad
- Send a message that it is not okay to use drugs
- Vote your conscience and face your god
- Businesses are worried about employee use

- Board needs to have moral control
- We don't need the money that much
- The financial gains are overestimated
- The black market will increase with legal sales
- It's a gateway drug
- Take time to decide, don't rush
- Kids will be exposed without their knowing it
- Spending will increase for police and medical intervention
- The states that passed it have more problems since it has been legal
- The Village knows how to budget and will not have financial problems
- Protect the image/brand of the Village of Arlington Heights
- Children are more easily addicted than adults
- It damages brains
- Second hand purchases will be more common
- Don't force parents to limit their children's activities
- Greater social costs will come
- Why open this box when the revenue is not assured?
- Some things are more important than money

President Hayes said for him, there is no change or compromise on the issue. As a representative form of democracy, input is factored in, but Board members vote by what they think is in the best interest of the community. He cited a CNN report where a black market marijuana farm was just raided in California. He noted that the plants had THC levels higher than the legal limit. He said there are too many unknowns and to him there is a difference between alcohol and marijuana. The State legislation prohibits marijuana usage in any public place or knowingly using it in proximity to anyone under 21 or where usage can be viewed by others. The State Legislators have distinguished alcohol from marijuana. He said he acknowledges the benefits of medical marijuana and is thankful that the Village has a dispensary. That business is not on trial.

President Hayes said the issue is the allowance of recreational sales in the Village. Verilife is not the only potential dispensary. He said the Village is not anti-business and actually just accepted an award from the US Conference of Mayors as one of two small business friendly communities in the nation. He said as Board members, we have to make decisions that are sometimes not popular. The Board has received a lot of criticism for their decision last week. One resident said the Mayor is not progressive in his thinking and doesn't have a vision for the Village. President Hayes said he has a vision, unfortunately it's a different vision of what Arlington Heights should be than the vision of the resident who commented. He said he will continue to advocate to see that his vision is fulfilled which is to not diminish the quality of life in the Village in any way shape or form.

Trustee Schwingbeck said he is here to do what is in the best interest of the Village and to listen to what the residents are saying. He said he is constantly listening in case he learns something new. He said he had a lot of emails both pro and con. One email called him out for his "prejudice and

personal morality bias". Another said he was "swayed by organizations and Christian extremists". He said he didn't know anything about the anti-marijuana organization and had to look them up on the internet. What he has been doing, is talking to residents via phone, email or in person. He's met with doctors, nurses, and visited Verilife in trying to formulate an opinion. He said he kept an open mind to see if there was something new he hadn't thought about. It's important to listen to outsiders as well as our residents because perhaps something can be learned. We do it on other issues like affordable housing. He said he can't speak for the others on the Board, but he kept an open mind and listened. To him, the brand is important and that is how he will vote.

Trustee Tinaglia has there has been an incredible outpouring of passion, feelings, thoughts, and research. Everyone has the right to believe how they do, and no-one should be disparaged. He said his vote is the same. He said he thinks it's odd to think that by moving this facility to the other side of the street it will make a difference with how people behave in our community. It won't go away. We'll have the same costs and the same trouble will come. We didn't ask for this, Illinois gave it to us. The challenge is how we will regulate it. Pretending it doesn't exist won't help, and we'll need to pay for it. This vote is not about family values, or the kids. He heard from someone whose family member died because they got something laced with the wrong stuff on the black market. This person wondered if their family member hadn't purchased it on the black market, perhaps they would be alive. If it is going to be here, then as a decision maker, I have to look at the costs. Everyone hates taxes. A lot of people don't like cannabis, but more people hate tax increases than they dislike marijuana sales in the Village. He will vote in favor of sales. All of the Trustees are doing our best to do what we think is right.

Trustee Padovani said he talked to over 200 people personally. His emails showed 1/3 are against, 1/3 are for, and 1/3 are in the middle but are interested in revenues. The clinical benefits and crime are not really the issues. It's the revenues. We are not a stand-alone community and the dollar amounts projected keep going down. The 3% tax is not available to us until September 1. Why don't we wait to see what happens? Traffic, crime, revenue, we'll be able to see what happens around us and we only risk 4 months. Then we can see if the revenues are there. If we are going to take a big step like this and not get the revenues, we would feel like we were betrayed. He said he will still vote to opt out with the request that we look at it next year and suggested learning from our neighbors.

Trustee LaBedz said she is not convinced we would realize the revenue that was projected so is in favor of opting out. After listening and researching, she has not found anything to convince her to change her vote. Nothing precludes the issue from coming forward at a later date, but as there needs to be a decision before the first of the year, she will vote to opt out.

Trustee Canty said she has a sister who has struggled with substance

abuse. Her sister went from being of an alcoholic to being a heroin addict. This did not happen because she tried marijuana, but because she self-medicated and lacked appropriate mental health care opportunities. Trustee Canty said she is not uninformed, and is not immune to it. Her family has struggled. She said it would be a mistake to not take the opportunity to collect sales revenue and apply the funds in a way that would help people with these issues. She suggested a pilot so the Village could get real data and evaluate the issues. Verilife is in our community, and is a very secure site. The marijuana is not out or loose, it's prepackaged and not consumed on premises. The question was put to the voters and over 13,000 voted in favor of legalizing all aspects. She said she believes it is the Trustee's duty as elected representatives to reflect the majority when our residents speak to us on a referendum. That's the only way they have to tell us what they want. Trustee Canty said she trusted that they could read the question and understood that it could be sold in the Village. She told the Board to find ways to win. People are upset with the increase in water rates, nervous about Arlington Park, and concerned about car dealerships leaving. Retail and restaurants will not make up the revenue. Waiting allows other communities to build a revenue base. Investment will go to other communities. She said the Legislature separated out marijuana from alcohol because no one has fixed alcohol legislation in decades. They took better information to better regulate it. She said she did not come to her decision lightly, or without assessing the potential risks. She restated that she thinks the Village should have a pilot program and respect our voters.

Trustee Scaletta said initially he was in favor of marijuana sales in order to gain the revenue. He said he is not against the concept, but didn't understand the rush. We can always opt in later. If the sales projections don't work out and the impact is negative, we'll be called greedy board members. He recommended prudence to make sure we know what we are getting into. He said he wasn't swayed one way or the other last week, and people are not giving the Board enough credit for the work it does to be prepared for meetings. People say things about the Board that are untrue. Nasty emails came our way. People recommended tolerance, but only towards the people they agreed with. Trustee Scaletta said to be tolerant of everyone. Treat each other with civility. We're in it for the long hall. This Board is all here for another year at least, trust that each of us is using their best judgement and voting the way we think is right for the Village.

Trustee Baldino said it is clear that this is controversial and there is no a clear consensus. The Board is required to do something before January 1, 2020. This issue is not just about tax implications, it's the implications at all levels of government. The Board does all it can to keep tax levies down. This year looks good, but the future is uncertain. Trustee Baldino said he thinks this is an opportunity to generate tax revenues to bridge the gap and cover the shortfall. He said he was supportive of a pilot. The Board has heard a lot of opinions, and it's hard to know what to believe. He suggested getting hard data in Arlington Heights. There will be impacts so let us see what they are and then make an informed decision versus a

decision on conjecture. If we opt out, and change our minds, there is no guarantee a business will come to the Village later.

President Hayes said monies from marijuana sales would be a windfall, it is not in the budget for 2020.

Trustee Canty called on residents to remember these votes at the ballot box.

Trustee John Scaletta moved to concur with the Committee of the Whole's recommendation to concur with the Board of Health's recommendation and adopt an Ordinance to prohibit the sale of recreational marijuana in the Village of Arlington Heights. Trustee Greg Padovani Seconded the Motion.

The Motion: Passed

Ayes: Hayes, LaBedz, Padovani, Scaletta, Schwingbeck

Nays: Baldino, Canty, Tinaglia

Absent: Rosenberg

- | | | |
|----|---|----------|
| B. | An Ordinance Amending Chapter 7 of the
Municipal Code of the Village of Arlington
Heights (Adding Article Prohibiting Adult Use
Cannabis Businesses) | Approved |
|----|---|----------|

Radomir Bajic said water pipes are exploding in his backyard. He said he can see why the water bill is increasing. He said to find a different way to tax people. He thanked Mr. Recklaus for calling him to ask about his issue.

Trustee John Scaletta moved to approve 19-045, an Ordinance Amending Chapter 7 of the Municipal Code of the Village of Arlington Heights (Adding Article Prohibiting Adult Use Cannabis Businesses). Trustee Greg Padovani Seconded the Motion.

The Motion: Withdrawn

Ayes: Hayes, LaBedz, Padovani, Scaletta, Schwingbeck

Nays: Baldino, Canty, Tinaglia

Absent: Rosenberg

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

- A. Request for Closed Session per ILCS 120/2(c) Rescheduled (21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

-and-

5 ILCS120/2(c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel

Due to the lateness of the meeting, this item was moved to the Village Board meeting of 11/18/2019.

XVII. ADJOURNMENT

Trustee Jim Tinaglia moved to adjourn at 11:30 a.m. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Canty, Hayes, LaBedz, Padovani, Scaletta, Schwingbeck, Tinaglia

Absent: Rosenberg



Village Board
11/18/2019

Item: Warrant Register 11/15/2019

Department: Village Clerk

ATTACHMENTS:

Description

Warrant Register 11/15/2019

Type

Warrant Register



**VILLAGE OF ARLINGTON
HEIGHTS**

WARRANT REGISTER FOR

CHECK DATE: 11-15-2019

Fund	Fund Description	Total Transaction Amount
101	General Fund	\$448,307.73
211	Motor Fuel Tax Fund	\$20,863.35
215	CDBG Fund	\$9,409.26
227	Foreign Fire Ins Tax Fund	\$13,802.81
231	Criminal Investigation Fd	\$771.16
235	Municipal Parkg Opr Fund	\$8,572.66
264	TIF V	\$2,580.00
401	Capital Projects Fund	\$755,660.25
426	Storm Water Control Fund	\$72,358.48
505	Water and Sewer Fund	\$914,970.99
515	Arts,Entert & Events Fund	\$7,671.88
611	General Liability Ins Fnd	\$27.07
621	Fleet Operations Fund	\$36,662.44
625	Technology Fund	\$20,835.81
715	Guaranty Deposits Fund	\$11,550.00
721	Escrow Deposits Fund	\$2,624.00
TOTAL ALL FUNDS		\$2,326,667.89

WARRANT REGISTER - GM0002**Department: 0****Division: 0**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220766	101-0000-421.05-00	AMSTERDAM ENTERPRISES	REFUND VEHICLE STICKERS	\$65.00	\$65.00
220768	101-0000-421.05-00	BETH AQUILAR	REFUND VEHICLE STICKER	\$30.00	\$30.00
220781	715-0000-220.93-00	ATLAS RESTORATION LLC	BOND REFUND	\$150.00	\$150.00
220785	101-0000-421.05-00	GARRETT BAKER	REFUND VEHICLE STICKER	\$30.00	\$30.00
220788	715-0000-220.93-00	BETH MARTIN 19 2721	BOND REFUND	\$200.00	\$200.00
220791	715-0000-220.93-00	BIRON OHOMES OLSON STEPH BIRON	BOND REFUND	\$500.00	\$500.00
220793	715-0000-220.93-00	BONNIE L MOLNAR 19 2578	BOND REFUND	\$200.00	\$200.00
220796	715-0000-220.93-00	BRENTWOOD DEVELOPMENT 18 1775	BOND REFUND	\$300.00	\$300.00
220797	715-0000-220.93-00	BRIAN KOCH 18 2347	BOND REFUND	\$100.00	\$100.00
220804	101-0000-140.51-00	CANON SOLUTIONS AMERICA	COPIER MAINTENANCE	\$615.75	\$615.75
220806	715-0000-220.93-00	CARLOS BUENO 19 3544	BOND REFUND	\$150.00	\$150.00
220807	715-0000-220.93-00	CASEY LYNDE 19 1943	BOND REFUND	\$100.00	\$100.00
220809	715-0000-220.93-00	CATHY ROBERTS 19 2618	BOND REFUND	\$200.00	\$200.00
220812	715-0000-220.93-00	CHRIS SAMPICS 19 726	BOND REFUND	\$150.00	\$150.00
220820	101-0000-120.80-00	COMPOSITE ONE	REFUND OVERPAYMENT	\$50.00	\$50.00
220821	715-0000-220.93-00	CONRAD, TERESA 192118	BOND REFUND	\$200.00	\$200.00
220824	715-0000-220.93-00	DAMISCH, JANET 192920	BOND REFUND	\$200.00	\$200.00
220825	715-0000-220.93-00	DAVID STACH 19 368	BOND REFUND	\$200.00	\$200.00
220826	715-0000-220.93-00	DESIGSLAVA PAUL 19 3120	BOND REFUND	\$200.00	\$200.00
220830	715-0000-220.93-00	DORIS BRENNER 19 3490	BOND REFUND	\$200.00	\$200.00
220831	715-0000-220.93-00	DRH CAMBRIDGE HOMES 17 4750	BOND REFUND	\$50.00	\$50.00
220832	715-0000-220.93-00	DRH CAMBRIDGE HOMES 17 4750	BOND REFUND	\$500.00	\$500.00
220834	715-0000-220.93-00	DUSTIN BUCALO 18 2116	BOND REFUND	\$800.00	\$800.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220840	715-0000-220.93-00	FELD, NEAL 192768	BOND REFUND	\$200.00	\$200.00
220846	715-0000-220.93-00	FORTIS 18 4101	BOND REFUND	\$150.00	\$150.00
220847	715-0000-220.93-00	FORTIS 19 2017	BOND REFUND	\$150.00	\$150.00
220851	715-0000-220.93-00	GAMBINO LANDSCAPING 19 2026	BOND REFUND	\$200.00	\$200.00
220870	721-0000-221.10-08	HOERR CONSTRUCTION	METER REFUND	\$1,000.00	\$1,000.00
220884	715-0000-220.93-00	J & J PAVEMENT 19 3056	BOND REFUND	\$200.00	\$200.00
220885	715-0000-220.93-00	J & J PAVEMENT REPAIR	BOND REFUND	\$200.00	\$200.00
220886	715-0000-220.93-00	J & J PAVEMENT REPAIR 19 3057	BOND REFUND	\$200.00	\$200.00
220887	715-0000-220.93-00	J & J PAVEMENT 19 1682	BOND REFUND	\$150.00	\$150.00
220888	715-0000-220.93-00	J & J PAVEMENT 19 3055	BOND REFUND	\$200.00	\$200.00
220889	715-0000-220.93-00	J & J PAVEMENT 19 3218	BOND REFUND	\$200.00	\$200.00
220890	505-0000-452.42-00	KRISTEN JANIK	REFUND FINAL WATERBILL	\$130.26	\$130.26
220891	715-0000-220.93-00	JEFF ANDERSON 19 3060	BOND REFUND	\$150.00	\$150.00
220892	715-0000-220.93-00	JEFFREY BARAN 19 4110	BOND REFUND	\$200.00	\$200.00
220894	715-0000-220.93-00	JOAN TATJE 19 3150	BOND REFUND	\$200.00	\$200.00
220897	715-0000-220.93-00	JOSEPHINE LIALIUS 18 4302	BOND REFUND	\$200.00	\$200.00
220907	101-0000-421.20-00	LEE, JIN	REFUND LIQUOR LICENSE	\$1,936.26	\$1,936.26
220909	101-0000-421.05-00	FRED LEVINE	REFUND VEHICLE STICKER	\$12.00	\$12.00
220912	715-0000-220.93-00	LUNA ASPHALT	BOND REFUND	\$200.00	\$200.00
220923	715-0000-220.93-00	MICHAEL BUTKUS 19 3342	BOND REFUND	\$100.00	\$100.00
220933	715-0000-220.93-00	MR ROOTER PLUMBING 19 3573	BOND REFUND	\$150.00	\$150.00
220938	715-0000-220.93-00	NADOLSKI, MICHAEL 192894	BOND REFUND	\$200.00	\$200.00
220942	101-0000-421.05-00	WILLIAM NOONAN	REFUND VEHICLE STICKER	\$18.00	\$18.00
220949	101-0000-441.35-00	KYLE O'CONNELL	REFUND OVERPAYMENT	\$5.00	\$5.00
220950	505-0000-452.42-00	PATRICK O'CONNELL	REFUND FINAL WATERBILL	\$98.10	\$98.10

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220953	101-0000-421.15-00	ALAN OROSZ	REFUND DOG TAG	\$12.00	\$12.00
220957	715-0000-220.93-00	PAINTER, PATRICK 192917	BOND REFUND	\$200.00	\$200.00
220966	715-0000-220.93-00	POUL'S LANDSCAPING 193101	BOND REFUND	\$200.00	\$200.00
220972	721-0000-221.10-45	STEVEN RAEMONT	ESCROW DEPOSIT RELEASE	\$624.00	\$624.00
220973	715-0000-220.93-00	RANDY S MARKLAND 19 3063	BOND REFUND	\$200.00	\$200.00
220974	715-0000-220.93-00	RAY SCHILD K & K 19 3713	BOND REFUND	\$200.00	\$200.00
220978	715-0000-220.93-00	RICKY CONSTRUCTION 18 3825	BOND REFUND	\$200.00	\$200.00
220980	715-0000-220.93-00	RIVERS, RYANN 193069	BOND REFUND	\$200.00	\$200.00
220981	715-0000-220.93-00	RJ CONCRETE INC 19 3275	BOND REFUND	\$150.00	\$150.00
220982	715-0000-220.93-00	ROBERT BRUETT 19 3102	BOND REFUND	\$200.00	\$200.00
220990	715-0000-220.93-00	S & H PAVING INC 19 3701	BOND REFUND	\$200.00	\$200.00
220992	715-0000-220.93-00	SAMUEL MOSER 19 2124	BOND REFUND	\$150.00	\$150.00
220994	715-0000-220.93-00	SCARAVALLE COMPANY 192157	BOND REFUND	\$200.00	\$200.00
220995	715-0000-220.93-00	SCARAVALLE COMPANY 192373	BOND REFUND	\$200.00	\$200.00
221006	721-0000-221.10-08	STANTON ARMS HOMEOWNERS ASSOCIATION	METER DEPOSIT REFUND	\$1,000.00	\$1,000.00
221020	715-0000-220.93-00	THE PAVER DOCTOR 19 1968	BOND REFUND	\$150.00	\$150.00
221023	715-0000-220.93-00	TMW ENTERPRISES	BOND REFUND	\$200.00	\$200.00
221024	715-0000-220.93-00	TOM KEYES 19 1033	BOND REFUND	\$200.00	\$200.00
221026	715-0000-220.93-00	TURF INDUSTRIES 19 3196	BOND REFUND	\$200.00	\$200.00
221027	715-0000-220.93-00	TURF INDUSTRIES 19 3343	BOND REFUND	\$200.00	\$200.00
221032	715-0000-220.93-00	US SHELTER HOMES 18 4547	BOND REFUND	\$200.00	\$200.00
221033	715-0000-220.93-00	US WATERPROOFING 19 1080	BOND REFUND	\$150.00	\$150.00
221055	715-0000-220.93-00	WILLIAM H HICKEY 19 3518	BOND REFUND	\$200.00	\$200.00
221056	715-0000-220.93-00	WILLIAM PEERY 19 2095	BOND REFUND	\$100.00	\$100.00
901514	101-0000-210.92-00	EMPLOYEE BENEFITS CORP	FSA MEDICAL	\$5,871.51	\$5,871.51

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
901514	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE	\$756.78	\$756.78
901516	101-0000-210.92-00	EMPLOYEE BENEFITS CORP	FSA MEDICAL	\$1,331.53	\$1,331.53
	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE	\$4,121.00	\$4,121.00
				Division 0 Total	\$29,257.19
				Department 0 Total	\$29,257.19

WARRANT REGISTER - GM0002**Department: 1 Board of Trustees****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220805	101-0101-501.21-65	CAPTION FIRST INC	CLOSED CAPTIONING - OCTOBER	\$1,050.00	\$1,050.00
220874	101-0101-501.22-02	IL MUNICIPAL LEAGUE	ANNUAL MEMBERSHIP DUES	\$5,000.00	\$5,000.00
				Division 1 Total	\$6,050.00
				Department 1 Total	\$6,050.00

WARRANT REGISTER - GM0002**Department: 2 Integrated Services****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220861	101-0201-502.21-65	HARRIS TRUST & SAVINGS BANK	STAPLES 00116343	\$18.00	\$18.00
220879	101-0201-502.30-05	INSIGHT PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	\$1,371.67	\$1,371.67
220911	515-0201-525.40-55	LOWES COMMERCIAL SERVICES	EVENT SUPPLIES	\$283.10	\$283.10
220986	101-0201-502.22-02	ROTARY CLUB OF ARLINGTON HTS	3RD QUARTER DUES	\$275.00	\$275.00
221002	101-0201-502.21-65	SPRINT	ACCT 456761884	\$100.00	\$100.00
221037	101-0201-502.21-65	VERIZON WIRELESS	ACCT 88534852600001	\$128.73	\$128.73
				Division 1 Total	\$2,176.50
				Department 2 Total	\$2,176.50

WARRANT REGISTER - GM0002**Department: 3 Human Resources****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220839	101-0301-503.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	\$39.85	\$39.85
220861	101-0301-503.22-01	HARRIS TRUST & SAVINGS BANK	WORKPLACE DIVERSITY LL	\$200.00	\$200.00
	101-0301-503.22-03	HARRIS TRUST & SAVINGS BANK	HR INVESTIGATIONS WORK	\$197.00	\$197.00
	101-0301-503.40-70	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US BI19W2M43	\$47.98	\$47.98
220952	101-0301-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$77.20	\$77.20
220961	101-0301-503.40-70	PETTY CASH	FOSTER REIMBURSEMENT	\$8.00	\$36.00
			MEETING SUPPLIES	\$20.00	
			PASCUCCI REIMBURSEMENT	\$8.00	
221043	101-0301-503.21-65	VERIZON WIRELESS	ACCT 28544404900001	\$126.44	\$126.44
				Division 1 Total	\$724.47
				Department 3 Total	\$724.47

WARRANT REGISTER - GM0002**Department: 4 Legal Department****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220789	101-0401-503.22-15	BHFX LLC	SERVICE PRINTING	\$7.49	\$7.49
220861	101-0401-503.21-65	HARRIS TRUST & SAVINGS BANK	4TE ILSECOFSTATESFEE	\$1.00	\$14.00
			4TE SOSBS NFP CORPS AN	\$13.00	
	101-0401-503.22-02	HARRIS TRUST & SAVINGS BANK	ARDC	\$385.00	\$385.00
220952	101-0401-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$288.95	\$288.95
221036	101-0401-503.21-65	VERIZON WIRELESS	ACCT 68500580500002	\$92.72	\$92.72
Division 1 Total					\$788.16
Department 4 Total					\$788.16

WARRANT REGISTER - GM0002**Department: 5 Finance****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220861	101-0501-503.22-03	HARRIS TRUST & SAVINGS BANK	GOVERNMENT FINANCE OFF	(\$150.00)	\$87.50
			GOVERNMENT FINANCE OFF	\$87.50	
			GOVERNMENT FINANCE OFF	\$150.00	
	101-0501-503.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US 9P2J09X03	\$84.97	\$84.97
220880	611-0501-552.42-61	INTERGOVERNMENTAL RISK MGMT AGENCY	REIMBUSRE OVERPAID CLAIM	\$27.07	\$27.07
220941	101-0501-503.30-05	NEOPOST	PAPER, OFFICE, MAILROOM	\$576.72	\$576.72
220952	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$203.53	\$376.62
			OFFICE SUPPLIES, GENERAL	\$173.09	
220961	101-0501-503.33-05	PETTY CASH	OFFICE SUPPLIES, GENERAL	\$16.49	\$16.49
220998	505-0501-503.22-05	SEBIS DIRECT INC	SHIPPING/DELIVERY SERVICE	\$3,393.29	\$3,393.29
221044	101-0501-503.21-65	VERIZON WIRELESS	ACCT 38508581800001	\$56.71	\$56.71
221060	101-0501-503.22-15	XEROX CORPORATION	PAPER, OFFICE, MAILROOM	\$37.96	\$63.96
			PAPER, OFFICE, MAILROOM	\$26.00	
Division 1 Total					\$4,683.33
Department 5 Total					\$4,683.33

WARRANT REGISTER - GM0002**Department: 6 Information Technology****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220861	625-0601-553.21-02	HARRIS TRUST & SAVINGS BANK	APL APPLE ONLINE STORE	\$484.44	\$484.44
220878	625-0601-553.21-02	IMAGE SYSTEMS & BUSINESS SOLUTIONS	PRINTER SERVICE	\$104.50	\$104.50
220879	625-0601-572.50-10	INSIGHT PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	\$1,372.07	\$1,372.07
220937	625-0601-553.20-05	MUNICIPAL GIS PARTNERS INC	COMPUTERS,DP & WORD PROC.	\$16,951.71	\$16,951.71
221041	625-0601-553.21-65	VERIZON WIRELESS	ACCT 68500580500001	\$1,371.77	\$1,371.77
221042	625-0601-553.21-65	VERIZON WIRELESS	ACCT 98726153700001	\$551.32	\$551.32
				Division 1 Total	\$20,835.81
				Department 6 Total	\$20,835.81

WARRANT REGISTER - GM0002**Department: 10 Boards & Commissions****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220772	101-1001-502.40-05	ARLINGTON HTS COMM CONCERT BAND	CONCERT FEE REIMBURSEMENT	\$6,212.89	\$6,212.89
				Division 1 Total	\$6,212.89

Division: 10

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220801	101-1010-502.22-10	BULLDOG PACKAGING INC	BAGS	\$760.00	\$760.00
				Division 10 Total	\$760.00

Division: 17

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220988	101-1017-502.20-24	RYDIN SIGN & DECAL	SIGNS	\$280.00	\$280.00
				Division 17 Total	\$280.00

Division: 19

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220755	101-1019-502.22-02	ACTIVE TRANSPORTATION ALLIANCE	MEMBERSHIP DUES	\$245.00	\$245.00
220979	101-1019-502.22-02	RIDE ILLINOIS	MEMBERSHIP DUES	\$210.00	\$210.00
				Division 19 Total	\$455.00

Division: 21

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220961	101-1021-502.40-40	PETTY CASH	ECONOMIC ALLIANCE	\$31.98	\$31.98
				Division 21 Total	\$31.98
				Department 10 Total	\$7,739.87

WARRANT REGISTER - GM0002**Department: 20 Special Events****Division: 5**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220861	515-2005-525.50-55	HARRIS TRUST & SAVINGS BANK	APL APPLE ONLINE STORE	(\$24.93)	\$51.50
			APL APPLE ONLINE STORE	\$69.00	
			APL APPLE ONLINE STORE	\$74.32	
			APL APPLE ONLINE STORE	\$349.56	
			DMI DELL HLTHCR/PTR	(\$416.45)	
Division 5 Total				\$51.50	
Department 20 Total				\$51.50	

WARRANT REGISTER - GM0002**Department: 30 Police Department****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220790	101-3001-511.21-65	BIO ONE CHICAGO	BIO-HAZARD CLEANING	\$250.00	\$450.00
			BIO-HAZARD CLEANING	\$200.00	
220859	101-3001-511.30-35	HAJEK DOUGLAS	CLOTHING REIMBURSEMENT	\$53.98	\$53.98
220861	101-3001-511.21-65	HARRIS TRUST & SAVINGS BANK	OTI OPEN TEXT INC	\$720.00	\$723.00
			STATEMENT FEE	\$3.00	
	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	IL TOLLWAY-DOWNERS GRO	\$26.27	\$26.27
	101-3001-511.33-25	HARRIS TRUST & SAVINGS BANK	AMAZON.COM T93UC5H23	\$269.95	\$1,534.32
			AMZN MKTP US AV9EZ6IL3	\$896.87	
			COMMONCENTSEMSSUPPL	\$169.50	
			SP UVT	\$198.00	
220873	101-3001-511.22-03	IL HOMICIDE INVESTIGATORS ASSOC	REGISTRATION	\$225.00	\$225.00
220875	101-3001-511.21-65	IL SECRETARY OF STATE	SERVICE PROFESSIONAL	\$10.00	\$10.00
220876	101-3001-511.22-03	IL TACTICAL OFFICERS ASSOC	REGISTRATION	\$975.00	\$1,950.00
			REGISTRATION	\$975.00	
220879	401-3001-572.50-15	INSIGHT PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	\$1,371.66	\$1,371.66
220883	101-3001-511.33-25	INTOXIMETERS INC	SUPPLIES	\$125.00	\$125.00
220893	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	\$577.65	\$3,117.75
			CLOTHING & APPAREL	\$487.95	
			CLOTHING & APPAREL	\$51.25	
			CLOTHING & APPAREL	\$31.50	
			CLOTHING & APPAREL	\$98.50	
			CLOTHING & APPAREL	\$184.95	
			CLOTHING & APPAREL	\$187.95	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220893	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	\$1,498.00	\$3,117.75
	101-3001-511.33-25	JG UNIFORMS	CLOTHING & APPAREL	\$785.00	\$3,200.00
			CLOTHING & APPAREL	\$805.00	
			CLOTHING & APPAREL	\$805.00	
			CLOTHING & APPAREL	\$805.00	
220920	101-3001-511.21-65	METRO-WESTERN COOK CREDIT	SERVICE MISCELLANEOUS	\$72.00	\$72.00
220943	101-3001-511.21-65	NORTHERN IL FUNERAL SERVICES INC	SERVICE PROFESSIONAL	\$425.00	\$425.00
220944	101-3001-511.22-03	NORTHERN IL POLICE ALARM SYSTEM	REIMBURSEMENT	\$1,204.50	\$1,204.50
220946	101-3001-511.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	\$75,276.73	\$75,276.73
220952	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$988.71	\$1,256.67
			OFFICE SUPPLIES, GENERAL	\$128.10	
			OFFICE SUPPLIES, GENERAL	\$139.86	
220964	101-3001-511.22-03	ADAM PLAWER	SWAT TRAINING	\$315.00	\$315.00
220976	101-3001-511.33-25	RED ARROW SALES	POLICE EQUIPMENT & SUPPLY	\$7,800.00	\$7,800.00
220986	101-3001-511.22-02	ROTARY CLUB OF ARLINGTON HTS	DUES	\$275.00	\$275.00
220993	101-3001-511.22-03	VALERIE SANDERS	IATAI CONFERENCE	\$728.50	\$728.50
221000	101-3001-511.33-25	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$28.38	\$40.14
			HARDWARE SUPPLIES	\$9.17	
			HARDWARE SUPPLIES	\$2.59	
221009	401-3001-572.50-15	SUBURBAN ACCENTS INC	SUPPLIES	\$160.00	\$160.00
221011	101-3001-511.22-10	SUMMIT PRINT SOLUTIONS	SERVICE PRINTING	\$130.00	\$130.00
221014	101-3001-511.22-03	CHRISTOPHER TATMAN	REIMBURSEMENT	\$900.50	\$900.50
221045	101-3001-511.21-65	VERIZON WIRELESS	ACCT 68682493000001	\$2,349.08	\$2,349.08
221046	235-3001-532.33-05	VERIZON WIRELESS	ACCT 54209747800003	\$35.01	\$35.01
221061	101-3001-511.22-03	OLEH YUSYPYUK	REIMBURSEMENT	\$49.00	\$777.50

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
221061	101-3001-511.22-03	OLEH YUSYPYUK	IATAI CONFERENCE	\$728.50	\$777.50
				Division 1 Total	\$104,532.61

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220829	231-3003-511.40-11	DOGSTYLE INC	REGISTRATION	\$450.00	\$450.00
220997	231-3003-511.40-01	SCIENTIFIC ANIMAL FEEDS AND NEEDS	CANINE UNIT PROGRAM	\$69.59	\$188.35
			CANINE UNIT PROGRAM	\$48.77	
			CANINE UNIT PROGRAM	\$69.99	
221016	231-3003-511.40-11	TECHNOLOGY MANAGEMENT REV FUND	SERVICE PROFESSIONAL	\$132.81	\$132.81
				Division 3 Total	\$771.16
				Department 30 Total	\$105,303.77

WARRANT REGISTER - GM0002**Department: 35 Fire****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220759	101-3501-512.21-02	AIR ONE EQUIPMENT	FIRE PROTECTION EQUIP/SUP	\$289.38	\$289.38
	101-3501-512.31-85	AIR ONE EQUIPMENT	FIRE PROTECTION EQUIP/SUP	\$410.95	\$410.95
220769	101-3501-512.33-05	ARLINGTON CAKE BOX	RETIREMENT CAKE	\$80.00	\$153.00
			RETIREMENT CAKE	\$73.00	
220775	101-3501-512.31-60	ARLINGTON POWER EQUIPMENT	SMALL ENGINE FUEL	\$142.20	\$231.91
			SMALL ENGINE FUEL	\$89.71	
220794	101-3501-512.33-50	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$298.06	\$298.06
220828	101-3501-512.30-35	DJS SCUBA LOCKER INC	SCUBA GEAR RENTAL	\$300.00	\$300.00
220849	101-3501-512.21-02	FRESH START CUSTOM COATINGS	SCBA ID COATING	\$252.00	\$252.00
220861	101-3501-512.21-02	HARRIS TRUST & SAVINGS BANK	OHD	\$810.00	\$810.00
	101-3501-512.22-03	HARRIS TRUST & SAVINGS BANK	BUILDING AND FIRE CODE	\$640.00	\$3,402.58
			EMBASSY SUITES E PEORA	\$215.04	
			EMBASSY SUITES E PEORA	\$215.04	
			FIRESTATS.COM	\$570.00	
			FIRESTATS.COM	\$1,662.50	
			PAYPAL DISASTER RS	\$100.00	
	101-3501-512.30-05	HARRIS TRUST & SAVINGS BANK	BESTBUYCOM805647487756	\$99.99	\$99.99
	101-3501-512.31-85	HARRIS TRUST & SAVINGS BANK	NPI/RAM MOUNTS	\$47.61	\$47.61
	101-3501-512.33-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM 3Z9W93WW3	\$31.99	\$430.17
			AMZN MKTP US FZ3XC5223	\$34.75	
			AMZN MKTP US GH0NX2NW3	\$40.80	
			CORNER BAKERY 0175	\$322.63	
220867	401-3501-572.50-10	HENRICKSEN & COMPANY INC	FURNITURE, OFFICE	\$12,979.72	\$19,909.52

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220867	401-3501-572.50-10	HENRICKSEN & COMPANY INC	SHIPPING/DELIVERY SERVICE	\$1,431.36	\$19,909.52
			FURNITURE, OFFICE	\$4,992.20	
			SHIPPING/DELIVERY SERVICE	\$506.24	
220868	101-3501-512.33-50	HENRY SCHEIN MATRX MEDICAL	MEDICAL SUPPLIES	\$3,258.96	\$5,058.46
			MEDICAL SUPPLIES	\$1,799.50	
220893	101-3501-512.30-35	JG UNIFORMS	CLOTHING & APPAREL	\$335.00	\$3,747.45
			CLOTHING & APPAREL	\$89.95	
			CLOTHING & APPAREL	\$968.50	
			CLOTHING & APPAREL	\$2,244.00	
			SHOES AND BOOTS	\$110.00	
220919	101-3501-512.31-85	MUNICIPAL EMERGENCY SERVICES	SCBA CARTRIDGE	\$631.59	\$631.59
220931	101-3501-512.31-65	MOTOROLA SOLUTIONS INC	RADIO & TELECOMMUNICATION	\$1,189.90	\$1,189.90
220946	101-3501-512.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	\$25,092.24	\$25,092.24
220952	101-3501-512.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$60.27	\$60.27
220959	101-3501-512.33-50	PENNCARE	MEDICAL SUPPLY & EQUIP	\$3,447.00	\$5,432.20
			MEDICAL SUPPLY & EQUIP	\$367.00	
			MEDICAL SUPPLY & EQUIP	\$1,618.20	
220962	101-3501-512.31-65	PETTY CASH/FIRE	OTHER SUPPLIES	\$71.88	\$71.88
	101-3501-512.33-05	PETTY CASH/FIRE	STATION SUPPLIES	\$184.46	\$184.46
220970	101-3501-512.33-05	QUARTERMASTER SALES & SERVICE	AHFD COINS	\$1,041.00	\$1,041.00
220971	101-3501-512.31-60	R H MEDICAL	MEDICAL OXYGEN	\$143.50	\$457.00
			MEDICAL OXYGEN	\$313.50	
220985	101-3501-512.22-03	ROMEOVILLE FIRE DEPARTMENT	ISO CLASS	\$690.00	\$690.00
220999	101-3501-512.21-02	SENSIT TECHNOLOGIES LLC	GAS METER REPAIR	\$136.27	\$136.27
221000	101-3501-512.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$27.60	\$27.60

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
221013	101-3501-512.33-05	SYLVIA'S FLOWERS INC	FUNERAL FLOWERS	\$90.99	\$90.99
221017	101-3501-512.33-50	TELEFLEX FUNDING LLC	MEDICAL SUPPLY & EQUIP	\$642.74	\$642.74
221031	101-3501-512.22-05	UPS STORE #1051	SHIPPING/DELIVERY SERVICE	\$11.92	\$30.55
			SHIPPING/DELIVERY SERVICE	\$18.63	
221040	101-3501-512.21-65	VERIZON WIRELESS	ACCT 44205897800001	\$914.17	\$914.17
221059	101-3501-512.22-02	LLOYD WOLLERT	PM LICENSE FEE REIMBURSE	\$41.00	\$41.00
221060	101-3501-512.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$189.00
			OFFICE MACHINES & ACCESS	\$26.00	
			OFFICE MACHINES & ACCESS	\$26.00	
			OFFICE MACHINES & ACCESS	\$26.00	
			OFFICE MACHINES & ACCESS	\$26.00	
Division 1 Total					\$72,363.94
Department 35 Total					\$72,363.94

WARRANT REGISTER - GM0002**Department: 37 Foreign Fire Insurance****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220752	227-3701-512.50-15	ABT ELECTRONICS	TELEVISION	\$3,104.99	\$3,199.37
			HDMI CABLE	\$94.38	
220842	227-3701-512.50-15	FIRE CATT LLC	SERVICE EQUIPMENT	\$6,708.00	\$6,708.00
220850	227-3701-512.22-03	ALEXANDER GABRIELSEN	TUITION REIMBURSEMENT	\$460.00	\$460.00
220901	227-3701-512.22-03	JASON KEDROK	TUITION REIMBURSEMENT	\$1,500.00	\$1,500.00
220916	227-3701-512.22-03	SAMANTHA MC LEAN	TUITION REIMBURSEMENT	\$525.00	\$525.00
220960	227-3701-512.22-03	PETERSON, RAGNAR	TUITION REIMBURSEMENT	\$600.00	\$600.00
220989	227-3701-512.22-03	CHRISTOPHER RYMUT	TUITION REIMBURSEMENT	\$550.00	\$550.00
221051	227-3701-512.22-03	MATTHEW WALTERS	TEXTBOOK REIMBURSEMENT	\$260.44	\$260.44
				Division 1 Total	\$13,802.81
				Department 37 Total	\$13,802.81

WARRANT REGISTER - GM0002**Department: 40 Planning****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220771	101-4001-521.40-40	ARLINGTON HTS CHAMBER OF COM	SERVICE MISCELLANEOUS	\$13,641.00	\$27,282.00
			SERVICE MISCELLANEOUS	\$13,641.00	
220853	401-4001-571.50-30	GEXPRO	ELECTRICAL EQUIP & SUPPLY	\$11,672.23	\$11,672.23
220860	264-4001-571.50-30	HAMPTON LENZINI & RENWICK INC	SERVICE CONSULTING	\$2,580.00	\$2,580.00
220861	101-4001-521.21-65	HARRIS TRUST & SAVINGS BANK	APL ITUNES.COM/BILL	\$0.99	\$1.98
			APL ITUNES.COM/BILL	\$0.99	
	101-4001-521.22-03	HARRIS TRUST & SAVINGS BANK	PAYPAL APAIL	\$350.00	\$350.00
	101-4001-521.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM BB62A5S33	\$202.00	\$202.00
	101-4001-521.33-05	HARRIS TRUST & SAVINGS BANK	SOUTHERN COMPUTER WARE	\$1,921.68	\$1,921.68
	101-4001-521.40-40	HARRIS TRUST & SAVINGS BANK	GLOBAL EXPERIENCE SPEC	\$637.26	\$637.26
220899	401-4001-571.50-30	KANE MC KENNA & ASSOCIATES	SERVICE CONSULTING	\$325.00	\$325.00
220908	101-4001-521.21-65	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIPT	\$230.95	\$230.95
220961	101-4001-521.40-40	PETTY CASH	TRANSPORTATION	\$31.00	\$31.00
221038	101-4001-521.21-65	VERIZON WIRELESS	ACCT 38042002700001	\$123.14	\$123.14
Division 1 Total					\$45,357.24
Department 40 Total					\$45,357.24

WARRANT REGISTER - GM0002**Department: 41 Community Devl Block Grnt****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220895	215-4101-522.41-75	JOHNSON CONTROLS	SERVICE CONSULTING	\$4,774.11	\$9,409.26
			SERVICE CONSULTING	\$4,550.55	
			SERVICE CONSULTING	\$84.60	
				Division 1 Total	\$9,409.26
				Department 41 Total	\$9,409.26

WARRANT REGISTER - GM0002**Department: 45 Building****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220751	101-4501-523.30-05	A & E RUBBER STAMP CORP	OFFICE SUPPLIES, GENERAL	\$68.00	\$68.00
220857	101-4501-523.20-35	GRIVAS KRAUSE ASSOCIATES LTD	ENG REVIEW	\$1,250.00	\$1,875.00
			ENG REVIEW	\$125.00	
			ENG REVIEW	\$500.00	
220861	101-4501-523.22-03	HARRIS TRUST & SAVINGS BANK	SIUE EMARKET	\$115.00	\$115.00
220903	101-4501-523.22-03	KRIS LARSEN	PLAN EXAMINER TEST	\$209.00	\$278.00
			PLAN EXAMINER TEST	\$69.00	
220924	101-4501-523.21-65	MICROSYSTEMS	SERVICE MISCELLANEOUS	\$8,235.81	\$8,235.81
220952	101-4501-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$517.89	\$724.18
			OFFICE SUPPLIES, GENERAL	\$206.29	
220961	101-4501-523.30-05	PETTY CASH	MEETING SUPPLIES	\$9.99	\$9.99
221022	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	\$38.00	\$114.00
			SERVICE BLDG MAINT	\$76.00	
221047	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800001	\$430.65	\$430.65
221048	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800002	\$144.04	\$144.04
221060	101-4501-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$26.00	\$53.70
			OFFICE MACHINES & ACCESS	\$27.70	
Division 1 Total					\$12,048.37
Department 45 Total					\$12,048.37

WARRANT REGISTER - GM0002**Department: 70 Health****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220762	101-7001-541.20-25	ALEXIAN BROS CENTER MENTAL HEALTH	COUNSELING	\$20.00	\$20.00
220774	101-7001-541.41-16	ARLINGTON HTS PARK DISTRICT	CAP CHILDREN AT PLAY	\$2,198.71	\$2,198.71
220792	101-7001-541.22-03	TERESE BISKNER	TRAVEL & TRAINING	\$308.53	\$308.53
220833	101-7001-541.20-25	IRENA DUBIEL	COUNSELING	\$250.00	\$250.00
220841	101-7001-541.33-10	FFF ENTERPRISES INC	NURSING SERVICES	\$326.76	\$326.76
220845	101-7001-541.21-10	FLECKS LANDSCAPING	PROPERTY MAINTENANCE	\$70.00	\$70.00
220848	101-7001-541.22-03	FRERES SEAN	TRAVEL & TRAINING	\$177.45	\$177.45
220861	101-7001-541.40-53	HARRIS TRUST & SAVINGS BANK	1048 - MOTEL 6	\$64.95	\$378.39
			1048 - MOTEL 6	\$132.14	
			COMM ED RESI PMT	\$181.30	
220900	101-7001-541.20-25	KATOR LCSW, ANNE	COUNSELING	\$300.00	\$300.00
220961	101-7001-541.22-03	PETTY CASH	MEETING SUPPLIES	\$46.96	\$57.40
			MILEAGE	\$10.44	
221007	101-7001-541.21-65	STACY SHEIN STAPLETON	INTERPRETING SERVICES	\$270.00	\$270.00
221049	101-7001-541.21-65	VERIZON WIRELESS	ACCT 88556712200001	\$288.35	\$288.35
221060	101-7001-541.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$170.00
			OFFICE MACHINES & ACCESS	\$85.00	
Division 1 Total					\$4,815.59

Division: 7

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220861	101-7007-541.22-40	HARRIS TRUST & SAVINGS BANK	CHI TAXI 999	\$12.00	\$12.00
	101-7007-541.31-65	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US LI4GR1OU3	\$204.47	\$204.47

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220952	101-7007-541.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$129.52	\$129.52
	101-7007-541.31-65	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$101.62	\$101.62
221060	101-7007-541.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$18.60	\$18.60
				Division 7 Total	\$466.21
				Department 70 Total	\$5,281.80

WARRANT REGISTER - GM0002**Department: 71 Public Works****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220752	401-7101-571.50-20	ABT ELECTRONICS	SERVICE BLDG MAINT	\$1,087.10	\$1,087.10
220753	101-7101-531.31-75	ACTIVE ELECTRICAL SUPPLY CO	STREETS SUPPLY	\$2,245.50	\$2,245.50
220756	101-7101-531.31-65	ADDISON BUILDING MATERIAL CO	STREETS SUPPLY	\$36.79	\$36.79
220758	101-7101-531.21-02	AFFILIATED CUSTOMER SERVICE INC	SERVICE BLDG MAINT	\$513.50	\$513.50
220763	101-7101-531.21-11	ALPHA BUILDING MAINTENANCE SRVS	SERVICE BLDG MAINT	\$3,562.50	\$3,562.50
220764	101-7101-531.21-11	AMERICAN DOOR & DOCK	SERVICE BLDG MAINT	\$2,890.00	\$3,314.00
			SERVICE BLDG MAINT	\$424.00	
220765	101-7101-531.31-80	AMERICAN TRAFFIC SAFETY	SIGN SHOP SUPPLY	\$1,878.75	\$1,878.75
220767	101-7101-531.21-11	ANDERSON LOCK	SERVICE BLDG MAINT	\$2,147.08	\$6,441.24
			SERVICE BLDG MAINT	\$2,137.08	
			SERVICE BLDG MAINT	\$2,157.08	
	101-7101-531.31-55	ANDERSON LOCK	SERVICE BLDG MAINT	\$83.20	\$83.20
220776	101-7101-531.21-36	ARLINGTON RENTAL INC	CHAIR/TABLE RENTAL	\$695.98	\$695.98
220777	211-7101-571.50-40	ARROW ROAD CONSTRUCTION CO	SERVICE CONSTRUCTION	\$20,863.35	\$20,863.35
	401-7101-571.50-30	ARROW ROAD CONSTRUCTION CO	SERVICE CONSTRUCTION	\$39,135.86	
			SERVICE CONSTRUCTION	\$175,064.83	
	401-7101-571.50-45	ARROW ROAD CONSTRUCTION CO	SERVICE CONSTRUCTION	\$150,657.22	\$150,657.22
220778	101-7101-531.22-70	AT & T LONG DISTANCE	ACCT 2147713	\$379.24	\$379.24
220780	101-7101-531.31-65	ATLAS FIRST ACCESS INC	STREETS SUPPLY	\$462.00	\$462.00
220783	101-7101-531.31-55	AUTOMATIC APPLIANCE	APPLIANCE PARTS	\$320.85	\$320.85
220787	101-7101-531.31-55	BERKHEIMER CO INC	HARDWARE SUPPLIES	\$359.41	(\$21.72)
			HARDWARE SUPPLIES	\$88.24	
			HARDWARE SUPPLIES	(\$396.89)	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220787	101-7101-531.31-55	BERKHEIMER CO INC	HARDWARE SUPPLIES	(\$72.48)	(\$21.72)
220795	101-7101-531.30-39	BP	FUEL,OIL,GREASE, & LUBES	\$75.75	\$75.75
220799	101-7101-531.33-05	BRONNER'S COMMERCIAL DISPLAY	HOLIDAY DECO	\$2,472.69	\$6,688.57
			HOLIDAY DECO	\$2,107.94	
			HOLIDAY DECO	\$2,107.94	
220800	101-7101-531.31-55	BTU COMPANY INC	HVAC MAINTENANCE	\$4,408.18	\$4,408.18
220803	101-7101-531.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	\$5,118.40	\$5,118.40
	101-7101-531.21-62	C C CARTAGE INC	SERVICE DISPOSAL	\$1,322.20	\$1,322.20
220813	426-7101-571.50-25	CHRISTOPHER B BURKE LTD	SERVICE CONSULTING	\$26,344.36	\$26,344.36
220814	101-7101-531.21-55	CITY ESCAPE GARDEN CENTER & DESIGN	SERVICE MISCELLANEOUS	\$5,883.67	\$5,883.67
220816	101-7101-531.22-70	COMCAST CABLE	TELECOMMUNICATIONS	\$114.80	\$135.85
			TELECOMMUNICATIONS	\$21.05	
220817	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0211092232	\$50.29	\$50.29
220819	101-7101-531.21-11	COMPLETE CLEANING CO INC	SERVICE BLDG MAINT	\$5,211.07	\$5,211.07
220822	101-7101-531.22-03	CRAWFORD BRIAN	TRAVEL & TRAINING	\$1,458.25	\$1,458.25
220823	101-7101-531.21-11	CRYSTAL MAINTENANCE & MGMT SRVS	SERVICE BLDG MAINT	\$10,025.00	\$10,025.00
220843	101-7101-531.33-05	FLAG LADY CORP	VAH FLAG STOCK	\$1,872.26	\$7,784.64
			VAH FLAG STOCK	\$1,643.44	
			VAH FLAG STOCK	\$906.84	
			VAH FLAG STOCK	\$1,633.50	
			STATE FLAG STOCK	\$1,728.60	
220844	426-7101-571.50-25	MATTHEW FLANAGAN	ENHANCED SEWER REBATE	\$11,250.00	\$11,250.00
220845	101-7101-531.21-55	FLECKS LANDSCAPING	LANDSCAPING	\$1,662.00	\$3,362.00
			LANDSCAPING	\$1,700.00	
220852	101-7101-531.30-39	GAS DEPOT INC	FUEL,OIL,GREASE, & LUBES	\$16,135.20	\$16,135.20

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220854	101-7101-531.31-55	GLOBAL EQUIPMENT COMPANY	HARDWARE SUPPLIES	\$297.00	\$297.00
	401-7101-571.50-20	GLOBAL EQUIPMENT COMPANY	HARDWARE SUPPLIES	\$634.40	\$634.40
220856	101-7101-531.31-55	GRAINGER W W INC	HARDWARE SUPPLIES	\$141.50	\$141.50
220858	401-7101-571.50-30	H AND H ELECTRIC COMPANY	STREETS SUPPLY	\$6,556.70	\$6,556.70
220861	101-7101-531.22-02	HARRIS TRUST & SAVINGS BANK	ISA	\$180.00	\$805.00
			ISA	\$180.00	
			ISA	\$180.00	
			ISA	\$265.00	
	101-7101-531.22-03	HARRIS TRUST & SAVINGS BANK	UWEX REGISTRATION	\$195.00	\$195.00
	101-7101-531.31-65	HARRIS TRUST & SAVINGS BANK	ARLINGTON CAKE BOX	\$231.90	\$1,781.44
			GFS STORE #1913	\$301.56	
			NINOS PIZZERIA	\$824.69	
			PANERA BREAD #203287	\$423.29	
220862	101-7101-531.21-02	HASTINGS AIR ENERGY CONTROL	SERVICE BLDG MAINT	\$1,677.51	\$5,252.56
			HVAC MAINTENANCE	\$176.47	
			SERVICE BLDG MAINT	\$1,048.90	
			SERVICE BLDG MAINT	\$1,275.00	
			HVAC MAINTENANCE	\$537.68	
			SERVICE BLDG MAINT	\$537.00	
220863	101-7101-531.21-02	HAYES MECHANICAL	HVAC MAINTENANCE	\$1,368.07	\$19,579.07
			HVAC MAINTENANCE	\$805.00	
			HVAC MAINTENANCE	\$685.00	
			HVAC MAINTENANCE	\$1,119.00	
			HVAC MAINTENANCE	\$950.00	
			HVAC MAINTENANCE	\$1,783.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220863	101-7101-531.21-02	HAYES MECHANICAL	HVAC MAINTENANCE	\$3,429.00	\$19,579.07
			HVAC MAINTENANCE	\$1,538.00	
			HVAC MAINTENANCE	\$2,441.00	
			HVAC MAINTENANCE	\$2,441.00	
			HVAC MAINTENANCE	\$894.00	
			HVAC MAINTENANCE	\$841.00	
			HVAC MAINTENANCE	\$535.00	
			HVAC MAINTENANCE	\$289.00	
			HVAC MAINTENANCE	\$461.00	
220866	101-7101-531.21-55	HENDRICKSEN ROBERT W COMPANY	LANDSCAPING	\$8,192.00	\$14,630.00
			LANDSCAPING	\$6,438.00	
220869	401-7101-571.50-30	PEDRO HERNANDEZ	REIMBURSEMENT	\$1,710.00	\$1,710.00
220871	101-7101-531.31-45	HP PRODUCTS CORP	HARDWARE SUPPLIES	(\$178.56)	\$157.90
			JANITORIAL SUPPLY	\$185.51	
			JANITORIAL SUPPLY	\$150.95	
220872	101-7101-531.21-11	HUFCOR CHICAGO INC	SERVICE BLDG MAINT	\$1,563.00	\$1,563.00
220877	101-7101-531.31-55	ILLCO INC	SPLIT SYSTEM SUPPLIES	\$1,787.20	\$1,787.20
220882	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	\$116.00	\$1,375.00
			PEST CONTROL	\$115.00	
			PEST CONTROL	\$116.00	
			PEST CONTROL	\$93.00	
			PEST CONTROL	\$130.00	
			PEST CONTROL	\$93.00	
			PEST CONTROL	\$93.00	
			PEST CONTROL	\$130.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220882	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	\$176.00	\$1,375.00
			PEST CONTROL	\$75.00	
			PEST CONTROL	\$60.00	
			PEST CONTROL	\$60.00	
			PEST CONTROL	\$118.00	
220895	101-7101-531.21-02	JOHNSON CONTROLS	SERVICE BLDG MAINT	\$4,954.00	\$4,954.00
220896	101-7101-531.21-65	JOHNSON CONTROLS SECURITY SOLUTIONS	ALARM SERVICE	\$106.43	\$106.43
220898	101-7101-531.31-55	JUST FAUCETS	SERVICE BLDG MAINT	\$10.98	\$10.98
220910	101-7101-531.31-65	LORCHEM TECHNOLOGIES INC	JANITORIAL SUPPLIES	\$939.40	\$939.40
220911	101-7101-531.31-45	LOWES COMMERCIAL SERVICES	JANITORIAL SUPPLIES	\$32.14	\$32.14
	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	HVAC EQUIPMENT SUPPLIES	\$56.62	\$56.62
	101-7101-531.33-05	LOWES COMMERCIAL SERVICES	DECORATIONS	\$692.51	\$799.68
			DECORATIONS	\$13.26	
			HARDWARE SUPPLIES	\$32.81	
			ELECTRICAL EQUIP & SUPPLY	\$61.10	
220913	101-7101-531.31-90	LURVEY LANDSCAPE SUPPLY	BRICKS	\$5,046.50	\$5,046.50
	401-7101-571.50-30	LURVEY LANDSCAPE SUPPLY	STREET/SIDEWALK SUPPLIES	\$1,299.91	\$29,089.10
			STREET/SIDEWALK SUPPLIES	\$1,285.29	
			STREET/SIDEWALK SUPPLIES	\$1,756.30	
			STREET/SIDEWALK SUPPLIES	\$4,942.25	
			STREET/SIDEWALK SUPPLIES	\$8,974.30	
			STREET/SIDEWALK SUPPLIES	\$10,831.05	
	426-7101-571.50-25	LURVEY LANDSCAPE SUPPLY	STREET/SIDEWALK SUPPLIES	\$211.09	\$4,723.64
			STREET/SIDEWALK SUPPLIES	\$208.71	
			STREET/SIDEWALK SUPPLIES	\$285.20	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220913	426-7101-571.50-25	LURVEY LANDSCAPE SUPPLY	STREET/SIDEWALK SUPPLIES	\$802.55	\$4,723.64
			STREET/SIDEWALK SUPPLIES	\$1,457.29	
			STREET/SIDEWALK SUPPLIES	\$1,758.80	
220915	401-7101-571.50-30	MARTAM CONSTRUCTION INC	SERVICE CONSTRUCTION	\$242,069.81	\$242,069.81
	401-7101-571.50-45	MARTAM CONSTRUCTION INC	SERVICE CONSTRUCTION	\$40,227.34	\$40,227.34
220918	101-7101-531.31-55	MECOR INC	SERVICE BLDG MAINT	\$51.78	\$2,288.58
			SERVICE BLDG MAINT	\$1,142.50	
			SERVICE BLDG MAINT	\$151.80	
			SERVICE BLDG MAINT	\$942.50	
220922	101-7101-531.31-45	MEYER LABORATORY INC	JANITORIAL SUPPLY	\$899.32	\$899.32
220925	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	ELEVATOR MAINTENANCE	\$1,497.75	\$2,915.96
			ELEVATOR MAINTENANCE	\$1,418.21	
220928	101-7101-531.21-55	MILIEU DESIGN LLC	SERVICE MISCELLANEOUS	\$2,227.48	\$4,454.96
			SERVICE MISCELLANEOUS	\$2,227.48	
220936	101-7101-531.31-65	MULTIPLE CONCRETE ACCESSORIES	CONCRETE SUPPLIES	\$204.00	\$204.00
220940	101-7101-531.21-11	NATL DECORATING SERVICE INC	SERVICE CONSTRUCTION	\$5,104.00	\$5,104.00
220947	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP. & SUPPLY	\$276.00	\$521.16
			ELECTRICAL EQUIP. & SUPPLY	\$174.38	
			ELECTRICAL EQUIP. & SUPPLY	\$49.34	
			ELECTRICAL EQUIP. & SUPPLY	\$21.44	
220948	101-7101-531.22-02	O GRADY, JAMES E	CDL REIMBURSEMENT	\$50.00	\$50.00
220951	101-7101-531.30-35	OCCUPATIONAL TRAINING & SUPPLY	GLOVES	\$1,234.83	\$1,627.83
			OFFICE SUPPLIES, GENERAL	\$393.00	
220952	101-7101-531.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$6.09	\$172.77
			OFFICE SUPPLIES, GENERAL	\$155.28	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220952	101-7101-531.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$11.40	\$172.77
220954	101-7101-531.21-02	OTIS ELEVATOR COMPANY	ELEVATOR MAINTENANCE	\$876.10	\$876.10
220956	101-7101-531.22-70	PACIFIC TELEMAGEMENT SERVICES	PAY PHONES	\$153.00	\$153.00
220958	101-7101-531.31-55	PATLIN INC	SERVICE BLDG MAINT	\$1,400.43	\$1,400.43
220963	101-7101-531.21-11	PF CONSTRUCTION	BRICK FOR CONTRACT REPAIR	\$600.00	\$8,050.00
			SERVICE BLDG MAINT	\$7,450.00	
	401-7101-571.50-20	PF CONSTRUCTION	SERVICE BLDG MAINT	\$13,275.00	\$13,275.00
220967	101-7101-531.22-70	PRECISE MRM LLC	MONTHLY DATA PLAN	\$365.61	\$365.61
220968	101-7101-531.22-03	PREUCIL JOHN	TRAVEL & TRAINING	\$1,458.25	\$1,458.25
220969	101-7101-531.30-35	PRO SAFETY INC	HARDWARE SUPPLIES	\$328.12	\$328.12
220977	426-7101-571.50-25	RED ZONE ROBOTICS INC	SERVICE CONSULTING	\$30,040.48	\$30,040.48
220984	401-7101-571.50-20	ROCKWELL SPACE SOLUTIONS	HARDWARE SUPPLIES	\$564.00	\$564.00
220996	101-7101-531.22-03	BRIGET SCHWAB	TRAINING REIMBURSEMENT	\$1,951.54	\$1,951.54
221000	101-7101-531.31-55	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$80.38	\$80.38
	101-7101-531.31-85	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$14.76	\$14.76
	101-7101-531.31-90	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$77.30	\$87.28
			HARDWARE SUPPLIES	\$9.98	
	101-7101-531.33-05	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$14.99	\$14.99
221004	101-7101-531.31-55	STANDARD PIPE & SUPPLY INC	HARDWARE SUPPLIES	\$18.29	\$209.45
			PLUMBING SUPPLIES	\$157.02	
			PLUMBING REPAIR	\$34.14	
221005	101-7101-531.31-55	STANDARD PIPE AND SUPPLY INC	PLUMBING SUPPLY	\$157.02	\$497.85
			PLUMBING PARTS	\$340.83	
221008	101-7101-531.21-02	STEINER ELECTRIC	SERVICE BLDG MAINT	\$3,580.00	\$3,885.68
			SERVICE BLDG MAINT	\$305.68	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
221018	101-7101-531.31-55	TEMPERATURE EQUIPMENT CORP	HARDWARE SUPPLIES	\$758.92	\$758.92
221019	101-7101-531.33-05	TEMPLE DISPLAY LTD	HOLIDAY DECO	\$3,017.47	\$3,017.47
221021	401-7101-571.50-30	THOMAS ENGINEERING GROUP LLC	SERVICE CONSULTING	\$11,130.48	\$11,130.48
221025	401-7101-572.50-15	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLIES	\$11,020.00	\$11,020.00
221029	101-7101-531.21-11	UNIFIRST CORPORATION	FLOOR MATS	\$30.47	\$664.06
			FLOOR MATS	\$23.03	
			FLOOR MATS	\$36.90	
			FLOOR MATS	\$97.30	
			FLOOR MATS	\$23.03	
			FLOOR MATS	\$78.47	
			FLOOR MATS	\$42.83	
			FLOOR MATS	\$23.03	
			FLOOR MATS	\$36.90	
			FLOOR MATS	\$97.30	
			FLOOR MATS	\$30.47	
			FLOOR MATS	\$23.03	
			FLOOR MATS	\$78.47	
			FLOOR MATS	\$42.83	
221035	101-7101-531.22-70	VERIZON WIRELESS	ACCT 58675303500001	\$11,157.33	\$11,157.33
221050	101-7101-531.21-65	VERIZON WIRELESS	ACCT 98547850100002	\$495.45	\$495.45
221053	101-7101-531.30-39	WEX BANK	FUEL,OIL,GREASE, & LUBES	\$175.65	\$203.23
			FUEL,OIL,GREASE, & LUBES	\$27.58	
221054	101-7101-531.31-65	WHOLESALE DIRECT INC	VEH MAINTENANCE SUPPLY	\$212.76	\$212.76
221062	101-7101-531.31-65	ZEP MANUFACTURING CO	STREETS SUPPLY	\$741.00	\$741.00
801898	101-7101-531.22-70	AT & T	ACCT 84725334382001	\$97.72	\$1,112.88

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
801898	101-7101-531.22-70	AT & T	ACCT 84734215365273	\$47.35	\$1,112.88
			ACCT 84739420624707	\$47.35	
			ACCT 84739443682112	\$47.35	
			ACCT 84739893361501	\$50.13	
			ACCT 847R1902892011	\$822.98	
801899	101-7101-531.21-50	NICOR	ACCT 06802945268	\$35.08	\$6,536.19
			ACCT 19426400008	\$116.90	
			ACCT 25422686599	\$1,763.85	
			ACCT 28178600004	\$211.32	
			ACCT 38096400007	\$108.51	
			ACCT 38178600003	\$76.54	
			ACCT 40178600009	\$39.12	
			ACCT 43278600002	\$119.95	
			ACCT 53278600001	\$204.95	
			ACCT 55616726109	\$1,224.66	
			ACCT 58401600000	\$134.83	
			ACCT 72489260108	\$207.70	
			ACCT 95407400001	\$532.13	
			ACCT 96945600003	\$1,378.06	
			ACCT 97034457784	\$382.59	
801900	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 4321662000	\$688.37	\$688.37
801901	101-7101-531.21-50	CONSTELLATION NEW ENERGY INC	ACCT 92054513	\$1,182.49	\$1,182.49
				Division 1 Total	\$1,026,907.16
				Department 71 Total	\$1,026,907.16

WARRANT REGISTER - GM0002**Department: 72 Water and Sewer****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220754	505-7201-561.31-02	ACTIVE LOCK AND KEY LTD	HARDWARE SUPPLIES	\$365.88	\$365.88
220760	505-7201-561.31-60	ALEXANDER CHEMICAL CORP	DEPOSIT REFUND	(\$600.00)	\$757.50
			CHLORINE	\$1,357.50	
220767	505-7201-561.31-55	ANDERSON LOCK	HARDWARE SUPPLIES	\$32.40	\$157.47
			HARDWARE SUPPLIES	\$125.07	
220777	505-7201-561.31-90	ARROW ROAD CONSTRUCTION CO	STREET/SIDEWALK SUPPLIES	\$5,649.12	\$5,649.12
220787	505-7201-561.31-55	BERKHEIMER CO INC	SERVICE BLDG MAINT	\$562.49	\$727.81
			SERVICE BLDG MAINT	\$165.32	
220803	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	\$11,772.32	\$11,772.32
	505-7201-561.21-62	C C CARTAGE INC	SERVICE DISPOSAL	\$3,041.06	\$3,041.06
	505-7201-561.31-90	C C CARTAGE INC	STREET/SIDEWALK SUPPLIES	\$1,928.40	\$5,284.78
			STREET/SIDEWALK SUPPLIES	\$3,356.38	
220810	505-7201-561.21-25	BOB CELLITTI	SEWER REPAIR REIMBURSEMENT	\$1,000.00	\$1,000.00
220816	505-7201-561.22-70	COMCAST CABLE	INTERNET	\$133.33	\$135.43
			TV	\$2.10	
220818	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	\$117.25	\$117.25
220836	505-7201-561.31-01	EDEN BROTHERS	RENTAL/LEASE EQUIPMENT	\$2,680.00	\$2,680.00
220837	505-7201-561.50-20	EJ USA INC	WATER SEWER SYSTEM SUPPLY	\$15,525.06	\$15,525.06
220838	505-7201-561.31-90	ENECON CORP	STREET/SIDEWALK SUPPLIES	\$6,060.00	\$6,060.00
220854	505-7201-561.50-15	GLOBAL EQUIPMENT COMPANY	STREET/SIDEWALK SUPPLIES	\$1,470.40	\$1,470.40
220856	505-7201-561.31-65	GRAINGER W W INC	SOUND SYSTEM SUPPLIES	\$902.96	\$902.96
	505-7201-561.50-20	GRAINGER W W INC	SAFETY & FIRST AID EQUIP.	\$2,196.74	\$5,403.98
			SAFETY & FIRST AID EQUIP.	\$3,207.24	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220861	505-7201-561.31-65	HARRIS TRUST & SAVINGS BANK	TORTORICES PIZZA	\$120.75	\$120.75
220864	505-7201-561.21-02	HBK WATER METER SERVICE INC	SERVICE METER	\$1,125.21	\$1,125.21
	505-7201-561.21-35	HBK WATER METER SERVICE INC	SERVICE METER	\$152.00	\$8,278.21
			SERVICE METER	\$3,095.43	
			SERVICE METER	\$5,030.78	
	505-7201-561.31-02	HBK WATER METER SERVICE INC	WATER SEWER SYSTEM SUPPLY	\$228.00	\$228.00
220865	505-7201-561.31-65	HELLER LUMBER CO	WATER SEWER SYSTEM SUPPLY	\$285.00	\$285.00
220911	505-7201-561.31-85	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	\$213.08	\$213.08
220913	505-7201-561.31-90	LURVEY LANDSCAPE SUPPLY	LANDSCAPING	\$4,402.50	\$4,402.50
220926	505-7201-561.31-01	MID AMERICAN WATER	WATER SEWER SYSTEM SUPPLY	\$1,300.00	\$1,300.00
220927	505-7201-561.31-02	MIDWEST METER INC	METER SUPPLY	\$169.75	\$169.75
220934	505-7201-561.31-65	MT PROSPECT PAINT	HARDWARE SUPPLIES	\$75.92	\$75.92
220935	505-7201-561.22-03	MULLANY STEVE	DRONE LICENSE TEST	\$160.00	\$160.00
220951	505-7201-561.30-35	OCCUPATIONAL TRAINING & SUPPLY	WATER SEWER SYSTEM SUPPLY	\$1,234.83	\$1,627.83
			WATER SEWER SYSTEM SUPPLY	\$393.00	
220952	505-7201-561.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	\$16.76	\$582.40
			OFFICE SUPPLIES, GENERAL	\$53.17	
			OFFICE SUPPLIES, GENERAL	\$85.50	
			OFFICE SUPPLIES, GENERAL	\$42.45	
			OFFICE SUPPLIES, GENERAL	\$35.57	
			OFFICE SUPPLIES, GENERAL	\$340.47	
			OFFICE SUPPLIES, GENERAL	\$8.48	
220955	505-7201-561.31-90	OZINGA READY MIX CONCRETE INC	RESTORATION ASPHALT	\$1,167.60	\$3,428.60
			SEWER REPAIR RESTORATION	\$472.00	
			SEWER REPAIR RESTORATION	\$1,394.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220955	505-7201-561.31-90	OZINGA READY MIX CONCRETE INC	SEWER REPAIR RESTORATION	\$395.00	\$3,428.60
220967	505-7201-561.22-70	PRECISE MRM LLC	MONTHLY DATA PLAN	\$365.62	\$365.62
220969	505-7201-561.30-35	PRO SAFETY INC	HARDWARE SUPPLIES	\$328.13	\$328.13
220976	505-7201-561.31-65	RED ARROW SALES	HARDWARE SUPPLIES	\$3,735.00	\$3,735.00
221004	505-7201-561.31-02	STANDARD PIPE & SUPPLY INC	HARDWARE SUPPLIES	\$82.93	\$82.93
	505-7201-561.31-55	STANDARD PIPE & SUPPLY INC	WATER SEWER SYSTEM SUPPLY	\$26.92	\$53.84
			WATER SEWER SYSTEM SUPPLY	\$26.92	
221008	505-7201-561.21-02	STEINER ELECTRIC	WATER SEWER SYSTEM SUPPLY	\$2,105.00	\$4,210.00
			WATER SEWER SYSTEM SUPPLY	\$2,105.00	
221010	505-7201-561.20-05	SUBURBAN LABORATORIES INC	SAMPLE ANALYSIS	\$3,412.00	\$3,412.00
221012	505-7201-561.20-05	SUSTAINABLE SYSTEMS LLC	SERVICE PROFESSIONAL	\$2,400.00	\$2,400.00
221015	505-7201-561.21-35	TAYLOR PLUMBING	WATER SEWER SYSTEM SUPPLY	\$6,490.00	\$6,490.00
221031	505-7201-561.22-05	UPS STORE #1051	SHIPPING/DELIVERY SERVICE	\$213.71	\$213.71
221034	505-7201-561.50-20	USA BLUEBOOK	HARDWARE SUPPLIES	\$760.00	\$760.00
221035	505-7201-561.22-70	VERIZON WIRELESS	ACCT 58675303500001	\$7,438.22	\$7,438.22
221039	505-7201-561.22-70	VERIZON WIRELESS	ACCT 78635116200001	\$2,835.63	\$2,835.63
221063	505-7201-561.31-01	ZIEBELL WATER SERVICE PRODUCTS	WATER SEWER SYSTEM SUPPLY	\$209.00	\$1,748.96
			WATER SEWER SYSTEM SUPPLY	\$200.00	
			WATER SEWER SYSTEM SUPPLY	\$1,339.96	
801898	505-7201-561.22-70	AT & T	ACCT 84725301748135	\$50.21	\$50.21
801899	505-7201-561.21-50	NICOR	ACCT 04055600003	\$132.72	\$521.94
			ACCT 19278600002	\$205.27	
			ACCT 42567835683	\$39.06	
			ACCT 58544400003	\$37.39	
			ACCT 90920700003	\$107.50	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
801900	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0368380009	\$32.93	\$141.27
			ACCT 0684023014	\$108.34	
801901	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	ACCT 92054511	\$246.48	\$9,599.30
			ACCT 9205453	\$2,530.17	
			ACCT 9205454	\$2,094.00	
			ACCT 9205456	\$4,728.65	
901515	505-7201-561.21-53	NORTHWEST WATER COMMISSION	QUARTERLY PAYMENT	\$735,260.00	\$735,260.00
				Division 1 Total	\$862,695.03
				Department 72 Total	\$862,695.03

WARRANT REGISTER - GM0002**Department: 73 Parking****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220835	235-7301-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$453.84	\$453.84
				Division 1 Total	\$453.84

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220835	235-7302-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$1,437.16	\$1,437.16
220925	235-7302-532.21-02	MID AMERICAN ELEVATOR CO INC	ELEVATOR REPAIR	\$1,055.00	\$1,055.00
801898	235-7302-532.21-50	AT & T	ACCT 84725309782425	\$163.85	\$163.85
				Division 2 Total	\$2,656.01

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220835	235-7303-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$1,437.16	\$1,437.16
220925	235-7303-532.21-02	MID AMERICAN ELEVATOR CO INC	ELEVATOR REPAIR	\$632.00	\$632.00
801899	235-7303-532.21-50	NICOR	ACCT 12690400002	\$36.57	\$36.57
801901	235-7303-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 92054510	\$2,674.07	\$2,674.07
				Division 3 Total	\$4,779.80

Division: 4

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220835	235-7304-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$453.84	\$453.84
220947	235-7304-532.31-65	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP&SUPPLY	\$71.40	\$71.40
801899	235-7304-532.21-50	NICOR	ACCT 92296400002	\$122.76	\$122.76
				Division 4 Total	\$648.00

Check Date: 11-15-2019

Wednesday, November 13, 2019

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
				Department 73 Total	\$8,537.65

WARRANT REGISTER - GM0002**Department: 75 Municipal Fleet Services****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220757	621-7501-551.31-51	ADVANCE AUTO PARTS	VEH MAINTENANCE SUPPLY	\$20.00	\$40.00
			VEH MAINTENANCE SUPPLY	\$20.00	
220761	621-7501-551.31-51	ALEXANDER EQUIPMENT CO INC	VEH MAINTENANCE SUPPLY	\$114.26	\$114.26
220770	621-7501-551.21-07	ARLINGTON CAR WASH & DETAIL	CAR WASHES	\$102.00	\$102.00
220773	621-7501-551.21-07	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	\$28.70	\$712.49
			VEH MAINTENANCE SUPPLY	\$683.79	
	621-7501-551.31-51	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	\$937.78	\$1,781.65
			VEH MAINTENANCE SUPPLY	\$6.55	
			VEH MAINTENANCE SUPPLY	(\$100.00)	
			VEH MAINTENANCE SUPPLY	\$738.80	
			VEH MAINTENANCE SUPPLY	\$198.52	
220779	621-7501-551.31-51	ATLAS BOBCAT LLC	VEH MAINTENANCE SUPPLY	\$1,481.00	\$1,481.00
220782	621-7501-551.31-51	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	\$1,539.26	\$2,667.68
			VEH MAINTENANCE SUPPLY	\$1,128.42	
220784	621-7501-551.21-02	B & K EQUIPMENT	FUEL ISLAND MAINTENANCE	\$1,105.39	\$1,105.39
220786	621-7501-551.31-51	BATTERIES PLUS LLC	VEH MAINTENANCE SUPPLY	\$314.08	\$1,386.46
			VEH MAINTENANCE SUPPLY	\$88.71	
			VEH MAINTENANCE SUPPLY	\$983.67	
220798	621-7501-551.31-51	BRISTOL HOSE & FITTING INC	VEH MAINTENANCE SUPPLY	\$158.00	\$474.10
			VEH MAINTENANCE SUPPLY	\$369.07	
			VEH MAINTENANCE SUPPLY	(\$52.97)	
220802	621-7501-551.31-51	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$23.99	\$732.07
			VEH MAINTENANCE SUPPLY	\$39.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220802	621-7501-551.31-51	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$231.50	\$732.07
			VEH MAINTENANCE SUPPLY	\$51.96	
			VEH MAINTENANCE SUPPLY	\$19.80	
			VEH MAINTENANCE SUPPLY	\$51.18	
			VEH MAINTENANCE SUPPLY	\$263.46	
			VEH MAINTENANCE SUPPLY	\$51.18	
220808	621-7501-551.21-07	CASSIDY TIRE & SERVICE	VEH MAINTENANCE SUPPLY	\$79.99	\$79.99
	621-7501-551.31-51	CASSIDY TIRE & SERVICE	VEH MAINTENANCE SUPPLY	\$120.22	\$120.22
220811	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$112.00	\$112.00
220815	621-7501-551.21-36	CITY WELDING SALES & SERVICE	CYLINDER RENTAL	\$146.82	\$146.82
	621-7501-551.31-51	CITY WELDING SALES & SERVICE	VEH MAINTENANCE SUPPLY	\$428.73	\$428.73
220827	621-7501-551.21-02	DIVERSIFIED INSPECTIONS	SAFETY INSPECTIONS	\$469.20	\$2,799.90
			SAFETY INSPECTIONS	\$198.90	
			SAFETY INSPECTIONS	\$469.20	
			SAFETY INSPECTIONS	\$397.80	
			SAFETY INSPECTIONS	\$469.20	
			SAFETY INSPECTIONS	\$397.80	
			SAFETY INSPECTIONS	\$198.90	
			SAFETY INSPECTIONS	\$198.90	
220855	621-7501-551.22-03	GRABOWSKI KENNETH	TRAVEL & TRAINING	\$400.50	\$400.50
220861	621-7501-551.31-51	HARRIS TRUST & SAVINGS BANK	SUSPA, INC	\$41.40	\$41.40
220881	621-7501-551.21-07	INTERSTATE POWER SYSTEMS INC	VEH MAINTENANCE SUPPLY	\$1,159.66	\$1,874.23
			VEH MAINTENANCE SUPPLY	\$714.57	
220902	621-7501-551.31-51	KUSSMAUL ELECTRONICS CO INC	VEH MAINTENANCE SUPPLY	\$350.77	\$350.77
220904	621-7501-551.31-51	LDV INC	VEH MAINTENANCE SUPPLY	\$977.00	\$977.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220905	621-7501-551.31-51	LEACH ENTERPRISES INC	VEH MAINTENANCE SUPPLY	\$38.76	\$38.76
220906	621-7501-551.31-51	LEAHY WOLF CO	VEH MAINTENANCE SUPPLY	\$2,117.80	\$2,117.80
220914	621-7501-551.21-08	MAACO COLLISION REPAIR & PAINTING	FLEET ACCIDENT REPAIR	\$416.00	\$2,029.64
			FLEET ACCIDENT REPAIR	\$1,613.64	
220917	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	\$24.65	\$682.57
			VEH MAINTENANCE SUPPLY	\$42.22	
			VEH MAINTENANCE SUPPLY	\$194.49	
			VEH MAINTENANCE SUPPLY	\$31.20	
			VEH MAINTENANCE SUPPLY	\$79.41	
			VEH MAINTENANCE SUPPLY	\$35.71	
			VEH MAINTENANCE SUPPLY	\$27.54	
			VEH MAINTENANCE SUPPLY	\$25.53	
			VEH MAINTENANCE SUPPLY	\$59.99	
			VEH MAINTENANCE SUPPLY	\$161.83	
220929	621-7501-551.31-51	MONROE TRUCK EQUIPMENT	VEH MAINTENANCE SUPPLY	\$94.98	\$150.23
			VEH MAINTENANCE SUPPLY	\$55.25	
220930	621-7501-551.21-07	MORTON GROVE AUTOMOTIVE WEST	VEH MAINTENANCE SUPPLY	\$225.00	\$225.00
220932	621-7501-551.31-51	MPC COMMUNICATIONS & LIGHTING INC	VEH MAINTENANCE SUPPLY	\$165.00	\$165.00
220939	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	\$175.00	\$973.34
			VEH MAINTENANCE SUPPLY	\$332.08	
			VEH MAINTENANCE SUPPLY	\$30.30	
			VEH MAINTENANCE SUPPLY	\$92.01	
			VEH MAINTENANCE SUPPLY	\$113.41	
			VEH MAINTENANCE SUPPLY	\$56.88	
			VEH MAINTENANCE SUPPLY	\$60.03	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220939	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	\$113.63	\$973.34
220945	621-7501-551.21-07	NORTHWEST AUTO WASH	CAR WASHES	\$483.00	\$483.00
220958	621-7501-551.31-51	PATLIN INC	VEH MAINTENANCE SUPPLY	\$477.76	\$798.72
			VEH MAINTENANCE SUPPLY	\$48.26	
			VEH MAINTENANCE SUPPLY	\$127.88	
			VEH MAINTENANCE SUPPLY	\$144.82	
220965	621-7501-551.31-51	POMP'S TIRE SERVICE INC	VEH MAINTENANCE SUPPLY	\$558.16	\$558.16
220975	621-7501-551.31-51	RAYMAR HYDRAULIC REPAIR SRVC	VEH MAINTENANCE SUPPLY	\$352.31	\$1,071.31
			VEH MAINTENANCE SUPPLY	\$719.00	
220987	621-7501-551.31-51	INTERSTATE BILLING SERVICE INC	VEH MAINTENANCE SUPPLY	\$81.30	\$81.30
220991	621-7501-551.31-51	SAKASH JOHN CO	VEH MAINTENANCE SUPPLY	\$275.00	\$275.00
221000	621-7501-551.31-51	SHERWIN ACE HARDWARE	VEH MAINTENANCE SUPPLY	\$7.16	\$19.14
			VEH MAINTENANCE SUPPLY	\$11.98	
	621-7501-551.31-65	SHERWIN ACE HARDWARE	FUEL,OIL,GREASE, & LUBES	\$22.05	\$22.05
221001	621-7501-551.31-51	SOURCE NORTH AMERICA CORP	SHIPPING COST FOR FLEET	\$44.78	\$44.78
221003	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$16.07	\$19.22
			VEH MAINTENANCE SUPPLY	(\$14.88)	
			VEH MAINTENANCE SUPPLY	(\$256.58)	
			VEH MAINTENANCE SUPPLY	(\$153.74)	
			VEH MAINTENANCE SUPPLY	\$428.35	
221009	621-7501-551.21-07	SUBURBAN ACCENTS INC	VEHICLE GRAPHICS	\$550.00	\$1,100.00
			VEHICLE GRAPHICS	\$550.00	
	621-7501-551.21-08	SUBURBAN ACCENTS INC	ACCIDENT REPAIR	\$225.00	\$225.00
221028	621-7501-551.21-07	ULTRA STROBE COMMUNICATIONS INC	VEH MAINTENANCE SUPPLY	\$2,250.00	\$4,800.00
			VEH MAINTENANCE SUPPLY	\$300.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
221028	621-7501-551.21-07	ULTRA STROBE COMMUNICATIONS INC	VEH MAINTENANCE SUPPLY	\$2,250.00	\$4,800.00
221029	621-7501-551.30-35	UNIFIRST CORPORATION	UNIFORMS	\$57.27	\$171.81
			UNIFORMS	\$57.27	
			UNIFORMS	\$57.27	
221030	621-7501-551.31-51	UNITY SCHOOL BUS PARTS	VEH MAINTENANCE SUPPLY	\$228.33	\$228.33
221052	621-7501-551.21-07	WE WASH EXPRESS	VEH MAINTENANCE SUPPLY	\$200.00	\$200.00
221054	621-7501-551.31-51	WHOLESALE DIRECT INC	VEH MAINTENANCE SUPPLY	\$68.61	\$68.61
221057	621-7501-551.21-07	WINDSHIELD PROS INC	VEH MAINTENANCE SUPPLY	\$69.95	\$69.95
221058	621-7501-551.31-51	WINTER EQUIPMENT CO INC	VEH MAINTENANCE SUPPLY	(\$1,625.96)	\$2,115.06
			VEH MAINTENANCE SUPPLY	\$3,741.02	
Division 1 Total					\$36,662.44
Department 75 Total					\$36,662.44

WARRANT REGISTER - GM0002**Department: 90 Capital****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220777	505-9001-571.50-25	ARROW ROAD CONSTRUCTION CO	SERVICE CONSTRUCTION	\$25,386.65	\$25,386.65
220813	505-9001-571.50-25	CHRISTOPHER B BURKE LTD	SERVICE CONSULTING	\$9,917.66	\$9,917.66
220983	505-9001-571.50-25	ROBINSON ENGINEERING LTD	SERVICE CONSULTING	\$13,350.00	\$13,350.00
				Division 1 Total	\$48,654.31
				Department 90 Total	\$48,654.31

WARRANT REGISTER - GM0002**Department: 99 Non Operating****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
220921	515-9901-525.40-83	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	\$6,506.58	\$6,506.58
	515-9901-525.40-92	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE CHARGE	\$830.70	\$830.70
Division 1 Total					\$7,337.28
Department 99 Total					\$7,337.28
TOTAL ALL FUNDS:					\$2,326,667.89



Village Board
11/18/2019

Item: Presentation of Proclamation to James P. Ostler, Sr

Department: Village Manager's Office

Presentation of Proclamation to James P. Ostler, Sr.



Village Board
11/18/2019

Item: Report of the Committee-of-the-Whole meeting of November 12, 2019

Department: Village Manager's Office

Report of Committee-of-the-Whole meeting of November 12, 2019

Arlington Heights Memorial Library Budget Review

Trustee Canty moved, seconded by Trustee LaBedz, that the Committee-of-the-Whole recommend to the Board of Trustees that the Board acknowledge with thanks the proposed budget for the Arlington Heights Memorial Library Fund. The motion passed unanimously.



Village Board
11/18/2019

Item: Report of the Committee-of-the-Whole meeting of November 14, 2019

Department: Village Manager's Office

Report of the Committee-of-the-Whole meeting of November 14, 2019

Meet Chicago Northwest (3 year agreement)

Trustee Padovani moved, seconded by Trustee Canty that the Committee-of-the-Whole recommend to the Village Board of Trustees that the Board approve a three-year budget agreement for the Meet Chicago Northwest Convention Bureau with each year being funded at 8% of the hotel tax receipts. The motion passed unanimously.



Village Board
11/18/2019

Item: Report of the Committee-of-the-Whole meeting of November 14, 2019

Department: Village Manager's Office

Report of the Committee-of-the-Whole meeting of November 14, 2019

Final Recommendation of the Committee-of-the-Whole to the Board of Trustees for the 2019 Property Tax Levy payable in 2020

Trustee Tinaglia moved, seconded by Trustee Schwingbeck that the Committee-of-the-Whole recommend to the Village board of Trustees to authorize staff to prepare the Village's and Arlington Heights Memorial Library's 2019 Tax Levy Ordinance reflecting an estimated total tax levy of \$51,315,596 or a 0% increase over the 2018 extended tax levy for the Village and Library portion of the levy. The motion passed unanimously.



Village Board
11/18/2019

Item: Report of the Committee-of-the-Whole meeting of November 14, 2019

Department: Village Manager's Office

Report of the Committee-of-the-Whole meeting of November 14, 2019

Final Recommendation of the Committee-of-the-Whole to the Board of Trustees for the 2020 Budget.

Trustee LaBedz moved, seconded by Trustee Rosenberg that the Committee-of-the-Whole recommend to the Village Board of Trustees that the Board approve the Proposed 2020 Budget as amended through the review process. The motion passed unanimously.



Village Board
11/18/2019

Item: Report of the Committee-of-the-Whole meeting of November 18, 2019

Department: Village Manager's Office

Report of Committee-of-the-Whole meeting of November 18, 2019

Consideration of recommending to the Liquor Commissioner the issuance of a Class A Liquor License to J&D Mowa, Inc. dba Mowa, located at 4216 N. Arlington Heights Road.



**Village Board
11/18/2019**

Item: Dump Trucks Purchase - Public Works

Department: Public Works

The approved 2019 Capital Budget includes \$1,084,700 for the replacement of four single-axle dump trucks, and one dual-axle dump truck for the Maintenance Division of the Public Works Department.

The vehicles being purchased are two standard flat body dump trucks, two swap loaders, and one dual-axle dump truck.

The proposed vehicles are being purchased through the State Joint Purchasing Program. The State of Illinois, through their Central Management Services Department, offers a joint purchasing program to municipalities. The current State of Illinois contract for heavy-duty trucks is through Rush Truck Centers of Springfield, IL.

The trucks being replaced will be 14 years old by the time the proposed trucks arrive. The trucks are designed for snow plow operations, but are heavily used during road paving and leaf hauling programs as well. This is the second purchase of swap loaders, which was started as an experiment two years ago. Swap loaders offer a hook-loading mechanism that allows an operator to interchange truck bodies without any assistance. This experiment has proven beneficial, especially during leaf hauling operations. This purchase will provide the PW Department with four swap loaders in our fleet.

The Fleet Unit of Public Works has inspected the current dump trucks and recommends replacement. If the purchase is approved, four of the trucks will go to reserve status and four of the oldest trucks will go to auction.

Staff has successfully worked with Rush Truck Centers before and recommends award. The total purchase is \$3,599 under the approved budget.

Funds for this purchase are available in Account No. 621-9003-572.50-05 (VH9501).

RECOMMENDATION

It is recommended that the Village Board award the bid to Rush Truck Centers of Springfield, Illinois for the purchase of two single-axle standard dump trucks, two single-axle swap loaders, and one dual-axle dump truck, in an amount of \$1,080,101 for the Maintenance Division of Public Works and authorize Staff to execute the necessary contracts.



**Village Board
11/18/2019**

Item: Water Utilities Step-Van Purchase - Public Works

Department: Public Works

The approved 2019 Public Works - Fleet Budget includes \$160,000 for the replacement of the step van used by the PW Water Distribution Unit. The step van is similar in size to a UPS truck, and is used to store pumps, generators, watermain sleeves, etc., during watermain repair operations.

The current truck #53W is approximately 15 years old, and has been inspected and deemed necessary for replacement by the PW Fleet Unit. The current vehicle will be surplus in accordance with Village guidelines.

Staff is proposing to purchase a 2020 Ford Commercial Step Van at a total cost of \$149,677 through the Suburban Purchasing Cooperative (SPC). SPC is a joint purchasing program for local communities to obtain better prices through economies of scale. The SPC represents 143 municipalities in the six County area of Northern Illinois and is administered through the Northwest Municipal Conference.

This year's award is through Sutton Ford, Inc. of Matteson, IL. The Village has had past satisfactory experience with Sutton Ford, and staff recommends award.

Funds for this purchase are available in Account No. 621-9003-572.50-05 (VH9502).

RECOMMENDATION

It is recommended that the Village Board award the bid to Sutton Ford of Matteson, Illinois in the amount of \$149,677 for the purchase of a 2020 Ford Commercial Step Van for the Public Works - Water Distribution Unit, and authorize Staff to execute the necessary contracts.



**Village Board
11/18/2019**

Item: Fire Line Meters/Parts/Equipment 2020 - Contract Extension

Department: Public Works

In 2015, the Village Board approved three-year contracts to HBK of Palatine, Illinois and Midwest Meter of Edinburg, Illinois for Fire Line Meters and Associated Parts & Equipment. The bid was awarded to two separate contractors based upon lowest unit prices. Both contracts will expire in December 2019.

The purchase of large diameter water meters is for new construction and existing water meter replacement. When VAH-PW purchases a water meter for new construction, the cost is recovered through the construction permit process. The primary component of the meters is either bronze or ductile iron, which have been susceptible to price increases in recent years.

Both contractors have offered to extend the contracts for 12 months, without an increase in price. This would be the last of three possible extensions. The term of the extension would begin in January 1st, 2020 and conclude December 31st of 2020. Both contractors were the low bidder when this contract was bid five years ago.

Funding is available in Account No. 505-7201-561.50-15 (EQ9401) (\$50,000) and in Account No. 505-7201-561.31-02 (\$56,000).

RECOMMENDATION

It is recommended that the Village Board award a one-year contract extension for Fire Line Water Meters and Associated Parts & Equipment for the 4", 6", 8" & 10" Meters to HBK of Palatine, Illinois. It is also recommended that the Village Board award a one-year contract extension for Fire Line Water Meters and Associated Parts & Equipment for the Itron Radios to Midwest Meter of Edinburg, Illinois. It is further recommended to authorize execution of all necessary documents.



**Village Board
11/18/2019**

Item: Stormwater Televising, Mapping & Condition Assessment 2020 - Contract Extension

Department: Public Works

On December 21, 2015, the Village awarded a contract to Red Zone of Pittsburgh, PA for the televising, reporting, GIS integration, and condition assessment of our large diameter storm water collection system. The contract is set to expire in December 2019. This type of contract is an important tool for Public Works to maintain and schedule capital improvements to the existing stormwater collection system.

This would be the second of three possible extensions. The contractor has offered to extend the contract for 12 months without an increase in price. The term of the extension would begin in January 2020 and conclude in December 2020.

If this contract is rebid, the chances for unit price increases are high, as these rates are primarily labor-based, and hourly rates have increased over the last four years. While the total costs are dependent on the actual quantities used, Public Works expenditures will not exceed the budgeted amount. The bidder has been determined to be responsible and the contract extension meets specifications.

Funds are available in Account No. 426-7101-571-50.25 (SW1520) Storm Water Control Fund.

RECOMMENDATION

It is recommended that the Village Board award a one-year contract extension to Red Zone Robotics of Pittsburgh, Pennsylvania, at bid unit prices, up to the budgeted amount. It is further recommended to authorize execution of all necessary documents.



**Village Board
11/18/2019**

Item: Track-Mounted Hydraulic Excavators 2020 - Contract Extension

Department: Public Works

In September 2015, after a competitive bid process, the Village Board awarded a three-year contract to Altorfer Industries of Elmhurst, Illinois and LoVerde Construction of Wheeling, Illinois for Track Mounted Hydraulic Equipment. Patton Rental was recently purchased by Altorfer Industries of Elmhurst, IL. The original bid was awarded to two separate contractors based upon lowest unit price. The contracts will expire in December of 2019. Excavator rental contracts are an important tool for Public Works to utilize various specialized pieces of tracked excavators, without the liability and cost of ownership.

This would be the third of three possible extensions. The contractors have offered to extend the contracts for 12 months without an increase in price. The term of the extension would begin January 2020 and conclude December 2020. Staff has been pleased with the equipment operators, equipment quality, and availability from these two contractors, and recommends the extensions.

If these contracts are re-bid, the chances for unit price increases are high, as these rates are primarily labor and rental based, and hourly rates have increased by several percent over the last three years.

Funds are available in Account Number 505-7201-561-21.36 (Water and Sewer).

RECOMMENDATION

It is recommended that the Village Board award a one-year contract extension to Altorfer Industries of Elmhurst, Illinois, per original contract terms. It is also recommended that the Village Board award a one-year contract extension to LoVerde Construction of Wheeling, Illinois, per original contract terms. It is further recommended to authorize Staff to execute the necessary documents.

1



Village Board
11/18/2019

Item: Furnishing of Aggregate Materials & Trucking, Debris Disposal, & Hauling Snow 2020 - Contract Extension

Department: Public Works

On August 3, 2015, the Public Works Department awarded a three-year contract to the lowest responsible bidders for the Furnishing of Aggregate Materials & Trucking, Disposal of Debris, and Hauling of Snow. These contracts were awarded to CC Cartage, Inc. for aggregate materials, trucking, and disposing of debris and to KLF Enterprises for hauling snow, based on lowest unit prices.

The contracts are set to expire at the end of 2019. Furnishing of Aggregate Materials & Trucking and Disposal of Debris contracts are an important tool for Public Works to obtain trench backfill & pipe bedding material and other excavation fill material necessary for the continued maintenance of the water and sewer systems. This contract enables the Public Works Department to dispose of excavated materials to landfills in accordance with State regulations as well as truck asphalt material required for the Public Works annual asphalt edge grinding program. The contract also includes the hauling of snow during snow cleanup operations. The proposed budget for this work in 2020 is \$279,100 in the Water Enterprise Fund and \$234,200 in the General Fund.

This would be the second of three possible one year contract extensions. KLF Enterprises has agreed to extend the contract for another year with no increase to unit prices and CC Cartage has offered to extend the contract for one year with an increase in unit prices that is in accordance with the original bid documents and contract. The amount of the unit price increase would be equal to the 2019 consumer price index for Metropolitan Chicago, Gary Indiana and Kenosha (+1.8%). The term of the extension for both contracts would begin in December of 2019 and conclude in October of 2020.

Staff has been pleased with both contractor's quality of work and customer service. Staff recommends the extension of this contract.

Funds are available in Account Nos. 505-7201-561.21-36 (\$151,700), 505-7201-561.21-62 (\$52,400), 505-7201-561.31-90 (\$75,000), 101-7101-531.21-36 (\$213,000), and 101-7101-531.21-62 (\$21,200).

RECOMMENDATION

It is recommended that the Village Board approve a one-year contract extension to CC Cartage, Inc. of Lake Zurich, Illinois and to KLF Enterprises of Markham, Illinois, for Furnishing of Aggregate Materials & Trucking, Disposal of Debris, and Hauling of Snow, per unit pricing and the requested increase in accordance with original contract terms, and authorize Staff to execute the necessary documents.



**Village Board
11/18/2019**

Item: Water & Sewer Improvements Design 2020 - Contract Extension

Department: Public Works

On January 4, 2016, the Village awarded a three-year contract with IMEG Engineering of Gurnee, IL for professional engineering services, related to the design and construction inspection of water main, sanitary sewer, and storm sewer improvement projects.

This contract establishes hourly rates for various engineering disciplines to design and provide construction related oversight services for watermain replacement, sewer replacement, and spot repair, as well as storm sewer repairs. These services are part of a continuing program to rehabilitate the aging water, sanitary and storm sewer systems.

This would be the second of three possible extensions. The contractor has offered to extend the contract for 12 months without an increase in price. The term of the extension would begin in January 2020 and conclude in December 2020.

Staff has been pleased with the contractor's quality of work and customer service. Staff recommends extension of this contract.

Funds are available in Account No. 505-9001-571.50-25 (WA9001).

RECOMMENDATION

It is recommended that the Village Board award a one-year contract extension to IMEG Engineering of Gurnee, Illinois, up to the budgeted amount, and authorize Staff to execute the necessary documents.



Village Board
11/18/2019

Item: Ordinance - 2-Way Stop Street - Fairview Street and Cleveland Avenue

Department: Engineering/PW/Legal

The Village has received requests for additional traffic control at the intersection of Fairview Street and Cleveland Avenue. Data was collected at the intersection and evaluated for vehicle volumes, accident data and intersection conditions to determine if the warrant was met. Based upon the results, stop signs for Fairview Street to stop for Cleveland Avenue is recommended.

RECOMMENDATION

It is recommended that the attached Ordinance Designating a Two-Way Stop Street with Fairview Street to stop for Cleveland Avenue be approved.

ATTACHMENTS:

Description	Type
2-way Stop Street - Fairview and Cleveland	Ordinance

AN ORDINANCE DESIGNATING
A TWO-WAY STOP STREET

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

SECTION ONE: The following described intersection is hereby designated as a stop intersection. It shall be unlawful for any person operating a motor vehicle within the designated streets to enter into such intersection without coming to a full and complete stop as required by a stop sign appropriately located:

TWO-WAY STOP: Fairview Street to stop for Cleveland Avenue

SECTION TWO: The Village Manager is hereby directed to install appropriate signs as indicated in this Ordinance to effectuate the purposes of this Ordinance.

SECTION THREE: Any person, firm or corporation violating any of the terms of this Ordinance shall be fined not more than \$750 for each such offense.

SECTION FOUR: That any ordinance or part of ordinance in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage, approval, publication in pamphlet form and the posting of signs at the intersections set forth above in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 18th day of November, 2019.

Village President

ATTEST:

Village Clerk

TRAFFICREGS:Two-way stop - Fairview and Cleveland



**Village Board
11/18/2019**

Item: Ordinance - No Parking - 600 W University Drive frontage

Department: Engineering/PW/Legal

The Village has been contacted regarding a problem of semi-trucks parking too close to the driveways in front of 600 W University Drive, causing site distance concerns for employees of the facility. To address this concerns, it is recommended to prohibit parking on the north side of University Drive, along the entire frontage of the property located at 600 West University Drive.

RECOMMENDATION

It is recommended that the attached Ordinance Prohibiting Parking on the north side of University Drive along the entire frontage of 600 West University Drive be approved.

ATTACHMENTS:

Description	Type
No Parking - 600 W University Drive	Ordinance

AN ORDINANCE PROHIBITING PARKING

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

SECTION ONE: It shall be unlawful for any person, firm or corporation to park or permit to be parked, stop or stand a motor vehicle at any time on the following designated street within the corporate limits of the Village of Arlington Heights:

**NORTH SIDE OF UNIVERSITY DRIVE ALONG THE ENTIRE FRONTAGE
OF THE PROPERTY LOCATED AT 600 WEST UNIVERSITY DRIVE**

SECTION TWO: That the Village Manager is hereby directed to install appropriate signs to effectuate the purposes of this Ordinance.

SECTION THREE: That any person, firm or corporation violating any of the terms of this Ordinance shall be fined not more than \$750.00 for each such offense.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, approval, publication in pamphlet form, and the posting of such signs in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 18th day of November, 2019.

Village President

ATTEST:

Village Clerk

TRAFFICREGS:600 W University



**Village Board
11/18/2019**

Item: Bond Waiver - Arlington Heights Park District

Department: Building & Life Safety

Background

The Arlington Heights Park District is requesting a waiver of the bond requirement for their raffle taking place at their Holiday Party being held on December 6, 2019 at the Arlington Lakes Golf Club. Tickets will be sold the day of the event from 4:30pm to 8:30pm with the winner being determined at 8:30pm.

Recommendation

It is recommended that the Village Board waive the bond requirement as requested by the Arlington Heights Park District.

ATTACHMENTS:

Description

Letter

Type

Correspondence

Rec 11/14/19



October 22, 2019

Ms. Valerie Gerstein
Licensing Department
Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005

Re: Arlington Heights Park District Holiday Party – Raffle/Split the Pot

Dear Valerie:

Attached please find our Raffle License application and our tax exempt information for the Arlington Heights Park District for our upcoming Holiday Party, December 6, 2019. We would appreciate your waiving the bond requirement due to the organization being a tax exempt entity.

Please let me know if you have any further questions.

Sincerely,

Jason S. Myers

Jason S. Myers
Director of Finance & Personnel
Arlington Heights Park District



**Village Board
11/18/2019**

Item: The LaSalle Estates Subdivision - 2000 N. Chestnut Ave. -
PC#19-009

Department: Planning & Community Development

Requested Action

1. Preliminary and Final Plat of Subdivision to subdivide the subject property into three lots.

Variations Required

1. Chapter 28, Section 5.1-2.2, Required Minimum Yards, to reduce the required exterior side yard setback on Lot 3 from 40 feet to 30 feet.

Recommendation

A public hearing was held by the Plan Commission on October 23, 2019 where Commissioner Green moved and Commissioner Cherwin seconded:

A motion to recommend to the Village Board of Trustees, approval of PC#19-009, a Preliminary and Final Plat of Subdivision to subdivide the subject property into three lots, and the following variation:

1. A variation to Chapter 28, Section 5.1-2.2, Required Minimum Yards, to reduce the required exterior side yard setback on Lot 3 from 40 feet to 30 feet.

This approval shall be subject to the following conditions:

1. The existing home on the subject property must be demolished as part of Final Plat of Subdivision approval, and must be completed no less than six months after recording of the Final Plat of Subdivision.

2. Right-of-way dedication shall be required along the western side of Chestnut Avenue (33 feet) and along the southern side of LaSalle Street (26 feet), and both right-of-ways shall be fully improved to comply with Village requirements.

3. A Design Commission application shall be required for all new homes proposed on the subject property.
4. A \$9,002 fee in lieu of on-site detention shall be required.
5. Land contribution fees shall be required for lots 1 and 3.
6. The tree preservation and landscape plan shall be revised so that the 8-inch Mulberry tree that is slated for preservation shall be removed and replaced with a State Street Maple tree, and the three State Street Maple trees proposed along Chestnut Avenue be revised to be Ivory Silk Japanese Lilac trees.
7. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

Roll Call Vote: Commissioners Jensen, Lorenzini, Cherwin, Green, and Chair Ennes voted in favor. Motion carried.

ATTACHMENTS:

Description	Type
Staff Report	Board or Commission Report
PC Minutes 10/23/19	Minutes
PC Minutes 9/25/19	Minutes
Aerial	Exhibits
Project Narrative	Exhibits
Plat of Survey	Exhibits
Preliminary Plat	Exhibits
Engineering Plans	Exhibits
Department Comments - Round 1	Exhibits
Department Comments - Round 1 - Petitioner Response	Exhibits
Department Comments - Round 2	Exhibits
Department Comments - Round 2 - Petitioner Response	Exhibits
PC Timeline Tracker	Exhibits



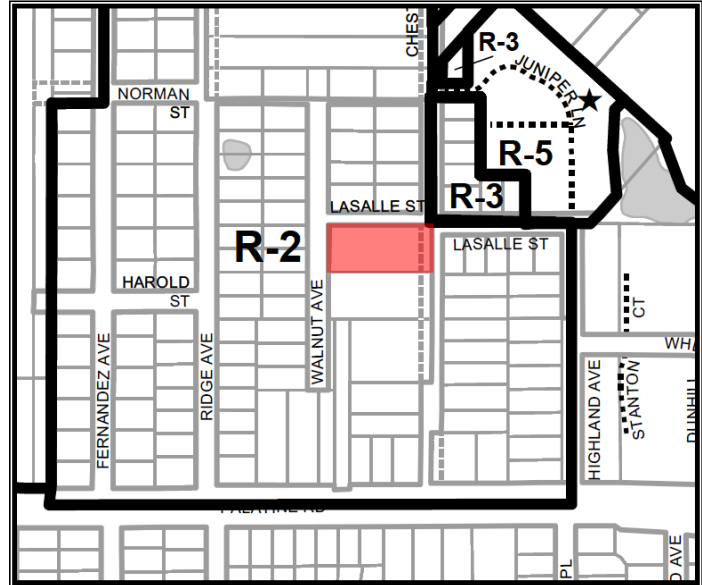
VILLAGE OF ARLINGTON HEIGHTS **STAFF DEVELOPMENT** **COMMITTEE REPORT**

File Number: PC 19-009
Project Title: LaSalle Estates Subdivision
Address: 2000 N. Chestnut Avenue
PIN: 03-18-401-085

To: Plan Commission
Prepared By: Sam Hubbard, Development Planner
Meeting Date: September 25, 2019
Date Prepared: September 20, 2019

Petitioner: Sean Kelly
 Chicago Real Estate Resources, Inc.
Address: 205 N. Michigan Ave. - Suite 2950
 Chicago, IL 60601

Existing Zoning: R-2: One-Family Dwelling District
Comprehensive Plan: Single-Family Detached Estate 2



SURROUNDING LAND USES

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	R-2, One-Family Dwelling District	Single-Family Homes	Single-Family Detached Estate 2
South	R-2, One-Family Dwelling District	Single-Family Home	Single-Family Detached Estate 2
East	R-2, One-Family Dwelling District	Single-Family Home	Single-Family Detached Estate 2
West	R-2, One-Family Dwelling District	Single-Family Homes	Single-Family Detached Estate 2

Requested Action:
 1. Preliminary Plat of Subdivision to subdivide the subject property into three lots.

Variations Required:
 2. Chapter 28, Section 5.1-2.2, Required Minimum Yards, to reduce the required exterior side yard setback on Lot 3 from 40 feet to 30 feet.

Project Background:

The subject property is 48,511 square feet in size and contains a single-family home that was constructed in 1934. As the property was developed prior to annexation into the Village (subject property was annexed in 1971), the existing lot line boundary includes a portion of land used as Chestnut Avenue on the east and an unimproved section of LaSalle Street on the north. Along the western boundary of the site, there is a small portion of land (approximately 5-foot wide) that is not part of the property and is owned by a separate individual, which property blocks access to Walnut Avenue at the west. The petitioner is proposing to subdivide the site into three single-family lots. As part of the subdivision, the existing home on the property would be demolished.

The subdivision has been designed so that each lot will face LaSalle Street and driveway access to each home will come from the north, which street is currently only partway constructed. As part of the subdivision process, the developer will be required to construct the southern half of LaSalle Street along the full frontage of the subject property and make certain improvements within the Chestnut Avenue right-of-way (construct sidewalk, add curb and gutter, etc.)

Zoning and Comprehensive Plan

The subject property is zoned R-2, One Family Dwelling District, and the proposed single-family residential uses are permitted within the R-2 District. The petitioner is not proposing a rezoning, and the proposed lots conform to the minimum lot size and lot width standards within the R-2 District.

The petitioner has provided a preliminary plat of subdivision for review and approval by the Plan Commission and Village Board. If approved, final plat of subdivision approval will be required prior to recording of the plat. All public improvement and maintenance bonds/deposits shall be required prior to final plat of subdivision approval by the Village Board.

The proposed lot sizes and lot widths exceed the minimum requirements of the R-2 District. A review of the proposed lot sizes relative to the R-2 requirements is shown below:

Zoning Requirements	Minimum Lot Size (SF)	Minimum Lot Width (feet)
Required:		
R-2 Lot	10,000	75' for an interior lot and 90' for a corner lot (when lot sizes are between 10,000 and 14,999 sq. ft.)
Proposed:		
Lot 1 (Interior Lot)	12,003	96.8'
Lot 2 (Interior Lot)	12,003	96.8'
Lot 3 (Corner Lot)	12,003	96.8'

Since the subject property includes portions of what is to be the LaSalle Street and Chestnut Avenue right-of-ways, 26' of land must be dedicated on the north side of the property for LaSalle Street, and 33' of land must be dedicated on the eastern side of the property for Chestnut Avenue. The lot sizes shown above have taken into account the required dedications. The property has no direct frontage along Walnut, so no improvements or dedication along the west is required.

The Comprehensive Plan classifies this property as "Single-Family Detached Estate 2" and the existing zoning and proposed uses are consistent with this designation.

In order to determine the compatibility of the proposed lot sizes within the subdivision relative to the existing lots within the neighborhood, staff surveyed 128 lots (including the subject property) within the vicinity. Based on this analysis, it has been determined that the proposed lots are generally compatible, although they are slightly smaller than the average lot size within the neighborhood. A map of the lots surveyed is shown in **Appendix 1** at the end of this report. A summary of the survey findings are shown below:

Total Number of Properties Surveyed	128
R-1 Properties	1
R-2 Properties	115
R-3 Properties	12
Average Lot Size of Proposed Subdivision	12,003 sq. ft.
Average Lot Size of All Surveyed Lots	15,215 sq. ft.
Average Lot Size of R-2 Surveyed Lots	15,549 sq. ft.
Median Lot Size of All Surveyed Lots	12,769 sq. ft.
Median Lot Size of R-2 Surveyed Lots	12,273 sq. ft.

Out of the 128 lots surveyed, the smallest lot size was 8,608 square feet and the largest was 72,053 square feet.

The proposed development complies with all setback restrictions, with exception to the proposed exterior sideyard setback for Lot 3, which required setback is based on the average of the existing setbacks of the homes fronting the west side of Chestnut Avenue between Palatine Rd. and LaSalle Street. The following variation has been requested:

- **Chapter 28, Section 5.1-2.2, Required Minimum Yards, to reduce the required exterior side yard setback on Lot 3 from 40 feet to 30 feet**

Code requires that the setback along Chestnut Avenue be determined as based on the setbacks of the existing homes along the west side of Chestnut Avenue, with the caveat that no setback larger than 40 feet be required. Since several of the existing homes along Chestnut are setback between 75'-100', the average is skewed toward the required 40' setback. However, as the remaining larger lots on this block are subdivided, the homes with larger setbacks will be demolished and the average will reduce to a more typical front yard setback in the R-2, i.e. something more in the 30' to 40' range. Therefore staff is supportive of the proposed variation. At the request of staff, the petitioner has voluntarily increased the side yard setback on the opposite side of the site from approximately 10' to 20' to provide a more substantial side yard on Lot 1 to the west, which side yard functions more like an exterior side yard given the proximity to Walnut.

Building, Site, Landscaping:

The existing home on the property must be demolished as part of final plat of subdivision approval, and a condition requiring this demolition has been incorporated in the recommendation below. Furthermore, any new home proposed on the site must submit a Design Commission application.

The petitioner has submitted the required tree survey and tree preservation plan for review by the Village. Most of the tree's proposed for removal are located in the LaSalle Street right-of-way and must be removed to allow for the expansion of that street. Additionally, many of the trees on the site are volunteer growth trees and/or invasive species. Of the more mature trees proposed for removal that are located outside of the

newly dedicated right-of-way, most are either within the buildable envelope on each lot, or located where necessary improvements will be placed (e.g. driveway or stormsewer). However, three trees are proposed for preservation, a 27" caliper and 29" caliper Silver Maple, and a 19" caliper Black Walnut tree. The proposed tree preservation plan meets code and does not show removal of trees unless their removal is necessary to facilitate the proposed improvements to the subject property.

The Public Works Dept. has asked for some minor changes to the tree preservation plan, such as the removal of an 8" Mulberry tree that is slated for preservation and its replacement with a Maple tree, and switching out the species of the proposed parkway trees along Chestnut. Staff has incorporated these recommendations as conditions of approval below.

Detention and Public Improvements:

On-site detention is only required in subdivisions that include four or more lots. Since only three lots are proposed, no on-site detention is required. However, a \$9,002 fee-in-lieu of on-site detention is required since the Village will accommodate all storm water runoff in the detention basin located at Walnut Avenue and Ladd Street.

As identified above, 33 feet of land will be dedicated along Chestnut Avenue and 26 feet of land will be dedicated along LaSalle Street. Additionally, as part of the subdivision process, LaSalle Street must be widened where it abuts the subject property, and the right-of-way must be fully improved to conform to code requirements (curb/gutter, streetlights, sidewalk, parkway trees, etc.). Final design of the required improvement to LaSalle Street where it intersects with Walnut Avenue will be determined at time of building permit submittal.

The petitioner will be adding ADA compliant sidewalks at the southeast and southwest corners of Chestnut Avenue and LaSalle Street. Additionally, curb and gutter, as well as a sidewalk, will be constructed along the western side of Chestnut Avenue abutting the subject property.

Parking and Traffic:

A traffic and parking study is only required when the number of proposed lots is greater than 100. The proposed three lot subdivision does not need to provide a traffic and parking study. Each home shall provide two off-street parking spaces.

RECOMMENDATION

The Staff Development Committee has reviewed the petitioner's application for preliminary Plat of Subdivision approval and for a variation to Chapter 28, Section 5.1-2.2, Required Minimum Yards, to reduce the required exterior side yard setback on Lot 3 from 40 feet to 30 feet, and recommends approval of the application, subject to the following:

1. Final Plat of Subdivision shall be required.
2. The existing home on the subject property must be demolished as part of final plat of subdivision approval, and must be completed no less than six months after recording of the Final Plat of Subdivision.
3. Right-of-way dedication shall be required along the western side of Chestnut Avenue (33 feet) and along the southern side of LaSalle Street (26 feet), and both right-of-ways shall be fully improved to comply with Village requirements.
4. A Design Commission application shall be required for all new homes proposed on the subject property.

5. A \$9,002 fee in lieu of onsite detention shall be required.
6. Land contribution fees shall be required for lots 1 and 3.
7. The tree preservation and landscape plan shall be revised so that the 8" Mulberry tree that is slated for preservation shall be removed and replaced with a State Street Maple tree, and the three State Street Maple trees proposed along Chestnut Avenue be revised to be Ivory Silk Japanese Lilac trees.
8. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

____ September 20, 2019

Bill Enright, Deputy Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads
Temp File 1645

Appendix 1: Surveyed Lots* and Zoning within Vicinity of Subject Property



* Only developed/developable lots were surveyed. Lots that are vacant but not large enough to be developed with a SFR were omitted from this survey. Lots that are already developed with detention infrastructure were omitted from this survey.

APPROVED

PLAN

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

COMMISSION

RE: LASALLE ESTATES SUBDIVISION - 2000 NORTH CHESTNUT AVENUE - PC# 19-009
PRELIMINARY AND FINAL PLAT OF SUBDIVISION, SETBACK VARIATION

REPORT OF PROCEEDINGS had before the Village of
Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village
Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights,
Illinois on the 23rd day of October, 2019 at the hour of 7:30 p.m.

MEMBERS PRESENT:

TERRY ENNES, Chairman
LYNN JENSEN
JOE LORENZINI
BRUCE GREEN
JAY CHERWIN

ALSO PRESENT:

SAM HUBBARD, Development Planner

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CHAIRMAN ENNES: Welcome to the Arlington Heights Plan Commission meeting. Please rise and join us in the Pledge of Allegiance.

(Pledge of Allegiance recited.)

CHAIRMAN ENNES: Please have a seat. So, Sam, would you take roll?

MR. HUBBARD: Yes. Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. HUBBARD: Commissioner Dawson.

(No response.)

MR. HUBBARD: Commissioner Drost.

(No response.)

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.

(No response.)

MR. HUBBARD: Commissioner Warskow.

(No response.)

MR. HUBBARD: Chairman Ennes.

CHAIRMAN ENNES: Here. We have five members; we have a quorum so we're good. The first item on our agenda is the minutes from our last meeting on September 25th. I want to thank Commissioner Dawson for filling in for me while I was on vacation. But, so we have the LaSalle Estates Subdivision and Arlington Signs minutes. Can we have a roll call on approval of the minutes?

COMMISSIONER GREEN: I make a motion to approve the minutes.

CHAIRMAN ENNES: Okay, is there a second?

MR. HUBBARD: Yes, so, I'm sorry, Chairman Ennes. You have a blue, I'm sorry, a green sheet. If you could just follow the language on a motion to approve the minutes there?

CHAIRMAN ENNES: Okay, is this new?

MR. HUBBARD: Yes, this is just due to the fact that the last meeting here, there was an error in the public notification. So, we need to acknowledge that in approval of the minutes. So, if whoever is making the motion could just go with that language, second it, and then you can do a --

COMMISSIONER JENSEN: And the recommendation is actually not, it's dropped from the minutes, is that what I understand?

MR. HUBBARD: Well, the minutes are the minutes. They happened, and that's what happened. But the motion to approve the minutes just acknowledges that the motion made in the meeting on September 25th was done in error. So, essentially, you know, it won't --

CHAIRMAN ENNES: So, we're correcting that now.

MR. HUBBARD: Right.

CHAIRMAN ENNES: Okay, so, Bruce, you're going to make the motion? Would you mind reading this?

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COMMISSIONER GREEN: Yes. I'd like to make a motion to approve the Plan Commission minutes from the September 25th Plan Commission meeting, noting that the motion for approval made by the Plan Commission was done in error due to the incomplete public notification for this application.

COMMISSIONER CHERWIN: I'll second.

CHAIRMAN ENNES: All in favor?

(Chorus of ayes.)

CHAIRMAN ENNES: Anyone opposed?

(No response.)

CHAIRMAN ENNES: I will abstain because I was not here. Then, should we immediately, Sam, should we immediately do the next motion?

MR. HUBBARD: Once the public hearing has officially opened, then you can.

CHAIRMAN ENNES: On our first item of business?

MR. HUBBARD: Right.

CHAIRMAN ENNES: Or second item of business.

MR. HUBBARD: Yes.

CHAIRMAN ENNES: Okay, so our second item of business happens to be the LaSalle Estates Subdivision, 2000 North Chestnut Avenue, PC# 19-009. That will be followed by the preliminary and final plat of subdivision and setback variation.

Is our Petitioner here? Would you please come forward and state your name and spell it for the court reporter?

MR. KELLY: Sure. It's Sean Kelly, S-e-a-n K-e-l-l-y. I reside at 110 Delaware, Chicago, and I'm a real estate broker with CRER.

CHAIRMAN ENNES: Okay, would you tell us about, I would say with, since all the details of your project are already in our minutes and the record, you stated these last time, we don't want to have to go through all that again.

MR. KELLY: Sure. Okay.

CHAIRMAN ENNES: Would you please tell us what you're here about tonight?

MR. KELLY: So, as was noted before, I'm reappearing because there was an error in the public notice. It is currently a single-family home situated at 2000 North Chestnut, and the proposed project is a three-lot subdivision that will face LaSalle Street. Since the last meeting, I've just taken some of the comments from the neighbors that appeared and tried to integrate some of their feedback in terms of driveway placements into a revised streetscape elevation which doesn't really have impact on the plat of subdivision but already had some input so I figured I'd start to incorporate that into what we're going to prepare for the Design Committee approval.

CHAIRMAN ENNES: Okay, so are you going to go over that with us, the changes that you made?

MR. KELLY: Correct. I apologize, for some reason this updated PowerPoint is skewed a little bit, but what I was speaking towards is Lot 3 which would be the home situated all the way to the left, which would be the easternmost building site. Some of the neighbors' comments and concerns in the last meeting were having three driveways all enter onto LaSalle. So, working with my architect over the past couple of weeks, we took our initial

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plan and flipped it so that it would be garage left, and amended it to have a side-load garage that will exit onto Chestnut, reducing the driveways from three to two onto LaSalle.

Aside from that, we had made some aesthetic adjustments to Lot 1, the farthest design to the west. Unfortunately, some of that is not visible here, but you know, we've been in contact with Steve Hautzinger over the course of the past few weeks just trying to get some updated input from the work that we had developed for a previous meeting and we're trying to bake in some of his input to what, you know, the next step of the Design Committee submittal would be.

CHAIRMAN ENNES: Do you have a physical -- oh, there it is.

MR. KELLY: Sorry. I'm sorry, what was the question?

CHAIRMAN ENNES: Well, I was going to ask you if you had a piece of paper with that picture that we could pass down the row to see.

MR. KELLY: I don't have a hard copy, just what I'd e-mailed in to Planning Department.

CHAIRMAN ENNES: Sam, will you move that over? Can you move it over any more? Is that all of it now?

MR. HUBBARD: I think that's all I can do.

COMMISSIONER CHERWIN: You can take it out of presentation view, Sam, and you can --

MR. HUBBARD: Yes, I don't know.

CHAIRMAN ENNES: But you've seen the full drawings, right, Sam?

MR. HUBBARD: Right, yes. This is more just as a courtesy for, you know, the Plan Commission and any interested neighbors. Obviously, the elevations and design of the homes will be determined as part of the Design Commission approval process.

CHAIRMAN ENNES: Okay, please go ahead.

MR. KELLY: You know, that's the only real adjustments that have been made since I initially appeared.

CHAIRMAN ENNES: Okay, well, are there any Commission questions?

COMMISSIONER JENSEN: Sam's, need Sam's report?

CHAIRMAN ENNES: We'll go to that.

COMMISSIONER LORENZINI: We'll hear Sam first.

CHAIRMAN ENNES: Okay, Sam, would you present the Staff report?

MR. HUBBARD: Sure. So, the property is at 2000 North Chestnut. The existing zoning is R-2, and on the Comprehensive Plan it's designated as a Single-Family Detached Estate 2, which is compliant with the R-2 zoning. The proposed lot sizes also comply with the zoning, and the request this evening is for a preliminary and final plat of subdivision to subdivide the property into three lots.

When the Petitioner appeared at the September 25th Plan Commission hearing, they had not finalized the final plat. However, in the interim time between then and now, they did obtain the necessary signatures on the final plat. So, this evening would be for preliminary and final plat of subdivision approval. Additionally, they are requesting a variation on Lot 3 to reduce the exterior side yard setback from 40 feet to 30 feet.

They did appear at the May 22nd Conceptual Plan Review Committee. Feedback at that meeting was generally positive and they encouraged the Petitioner to move forward.

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I'll keep this relatively brief because the items that were discussed at the last meeting will become part of the public record and application for this hearing, but I'll briefly go over the site aerial. The site, you can see the subject property bounded in red and where it sits relative to the homes around it. On the north side, you'll see LaSalle Street which is only halfway complete, and the Petitioner is required to dedicate land along LaSalle and improve that street so that it's the full width of the street.

There is a unique configuration on the western side of the site. There's approximately a five-foot strip owned by a party that is not the Petitioner. So, when they come in for the street, they'll have to work with the Engineering Department exactly on the specifics of how this intersection will be constructed relative to that spite strip. I don't know if there will be a legal basis for the Village to require the full turning onto Walnut there or if, you know, there will have to be some sort of specialty intersection here to accommodate for that piece of property that is not owned by the Petitioner.

I want to touch on some of the variation approval criteria for variations, and this is relative to the exterior side yard variation on Lot 3 which is proposed to be a 30-foot setback as opposed to the 40-foot required by code. There are four criteria necessary for variation approval as you can see highlighted here. Staff analyzed the proposed subdivision and the variation relative to these criteria. We felt that the single-family use on the property was not going to alter the essential character of the locality and it would be compatible with the existing uses and zoning of the properties nearby.

Specifically, we took a look at the four abutting corner lots that have exterior side yards, two directly to the north, and then one kitty corner to the northeast, and then one directly across Chestnut to the east. Out of all those four lots, I'll go through the side yard setbacks, exterior side yard setbacks, one had an approximately 26-foot side yard setback. The other had another approximately 26-foot side yard setback. The third had an approximately 24-foot exterior side yard setback, and the fourth had a 20-foot exterior side yard setback. So, we felt the variation to reduce the setback from the 40-foot required to 30-foot was compatible with the existing uses in the vicinity and the character in the vicinity.

Additionally, there are some unique circumstances that apply to this property. Specifically, again on the west side, there is that piece of land that's a spite strip and doesn't allow access in the normal configuration to the west and for a kind of a normally designed and laid-out subdivision. Additionally, the homes on the frontage of Chestnut which are set back extremely far relative to code requirements from the right-of-way along Chestnut are what dictate the requirement for the 40-foot exterior side yard setback along Chestnut. So, that was kind of a unique circumstance that we felt complied with the approval criteria for the variation.

Again, we felt the proposed variation was in harmony with the spirit and intent of the chapter. One of the purposes of the zoning code chapter is to affix reasonable standards to which buildings and structures shall conform. For the aforementioned reasons, we felt like the setbacks for the exterior side yard along Chestnut would be reasonable.

We do feel like the variance requested is the minimum variance necessary. If you look at, if you take into consideration all of the homes along Chestnut to the north and to the south on the east side of the street in addition to the homes on the other frontages, they all have, you know, relatively reduced setbacks on the Chestnut frontage. A 30-foot setback here would be compatible with those existing setbacks with the exception to the

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three to four lots directly south of this that have relatively unique setbacks along Chestnut.

So, we are supportive of the variation. We are supportive of the subdivision. We did analyze the lot sizes relative to the lot sizes in the vicinity, and they were definitely compatible with the existing lot sizes in the vicinity. Again, they conform to the minimum required lot sizes of the R-2 District. The Village is recommending approval of the application subject to the conditions as outlined in the Staff report.

That will conclude my presentation this evening. I'm happy to go into more detail if the Plan Commission would like. But I would say if you are going to approve and make the Staff report part of the public record, please follow the language in number two on the green sheet which will also include the minutes from the September 25th meeting to become part of the public record of this application as well. Thank you.

CHAIRMAN ENNES: And we would do that just after approving your report?

MR. HUBBARD: Yes.

CHAIRMAN ENNES: Could I have a motion to approve the Staff report?

COMMISSIONER GREEN: So moved.

COMMISSIONER CHERWIN: Second.

CHAIRMAN ENNES: Should we do roll call on this?

MR. HUBBARD: No, you can do voice vote, that's fine.

CHAIRMAN ENNES: Okay, so moved and a second. All in favor?

(Chorus of ayes.)

CHAIRMAN ENNES: Anyone opposed?

(No response.)

CHAIRMAN ENNES: Okay, so we're all in support of that. Can I have a motion for item two?

COMMISSIONER JENSEN: I'll make a motion. A motion to include the September 25th Plan Commission meeting minutes as part of the record for the application as well as the Staff report dated September 18, 2019.

COMMISSIONER CHERWIN: Second.

CHAIRMAN ENNES: There's a second. All in favor?

(Chorus of ayes.)

CHAIRMAN ENNES: Anyone opposed?

(No response.)

CHAIRMAN ENNES: Okay, so that is added. Commissioners, do any of you have questions that you want to proceed with to the Petitioner at this point in time?

COMMISSIONER JENSEN: Just a brief one of Staff. There's nothing, is there anything that the Village can do about that strip of land west of where the Petitioner is proposing, you know, his project?

MR. HUBBARD: No. Unfortunately, it's not owned by the Village, it's not owned by the Petitioner. You know, the Village is not going to entertain a taking of that property, so no.

COMMISSIONER JENSEN: Anyone talk to the guy who owns it, whoever owns it?

MR. HUBBARD: My understanding is that the property owner immediately to the south recently purchased that strip of land which also abuts their property as well. So, I

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don't know if you can see it, but this would be the property owner I believe who purchased the strip which runs across their property and then all the way up to LaSalle Street here.

COMMISSIONER JENSEN: Okay.

MR. HUBBARD: So, I would imagine that when they redevelop, I imagine they'll be redeveloping at some point soon, but I believe it's to their advantage that they picked up that strip because it allows them access on Walnut so they could essentially do a four-lot subdivision, one lot, two-lot, three-lot, four-lot, although they would have to, you know, incorporate detention somewhere in there.

COMMISSIONER JENSEN: Okay, the last question I have is are these recommendations or conditions that you've listed there, one through seven, are there any modifications from when we looked at the conditions before?

MR. HUBBARD: The only one was, at the September 25th meeting, there was an additional condition for a final plat of subdivision approval, but at this point, they have that so that condition is no longer needed.

COMMISSIONER JENSEN: I don't have any other questions.

CHAIRMAN ENNES: Okay, anyone else?

COMMISSIONER CHERWIN: I mean, you know, we reviewed it last time. I think, you know, I guess I'd commend the developer because, in my opinion last time, one of the underlying themes for a lot of the residents was the three driveways as opposed to two accessing LaSalle Street, and the Petitioner seems to have addressed that.

CHAIRMAN ENNES: Anyone else? Since I wasn't here, if the Petitioner could come back up? I have a couple of quick questions.

MR. KELLY: Sure.

CHAIRMAN ENNES: This gentleman that bought that strip, it might be worthwhile approaching him. Is there any intention for the Village to widen that? It looks like it's just one lane there.

MR. HUBBARD: When a development is proposed along Walnut that includes that strip, it will be required to be improved to the full width. The Village doesn't have any plan to develop it or to widen it. If everybody could speak up, I'm hearing from the audience that they're having trouble hearing us.

CHAIRMAN ENNES: I apologize, I have a hoarse voice. I don't know where it came from, but is this better? Okay, sorry.

So, for the Petitioner, I heard mention of the spite strip. What is that?

MR. KELLY: So, there is roughly a five-foot wide parcel that runs the length of the property to the south and abuts 2000 North Chestnut. I don't really know the history behind it, you know, what the purpose of somebody selling that configuration of, you know, a parcel is. That's the extent of my knowledge to it.

CHAIRMAN ENNES: Okay, and that's what's being called the spite strip, that piece of land?

MR. KELLY: Correct, correct.

CHAIRMAN ENNES: Okay, I'm sorry.

MR. KELLY: One thing that may be, that I don't think I touched on but maybe it's worth noting in addition to my original appearance comments and tonight's is Lot 1 which would be the most west side if you will, in the kind of finalizing of the proposed plat of

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subdivision, we worked with Staff's suggestion to increase the required side yard setback on that side of the, on the west side if you will of Lot 1 to make it more consistent aesthetically with a more conventional corner lot. So, we felt that was, you know, a reasonable ask and we addressed that in our engineering work.

CHAIRMAN ENNES: So, then on Lot 3, that's the house where you changed the drive to the side?

MR. KELLY: Correct, correct. Several people had just brought up, I mean, to my recollection, you know, a couple of things that stood out, you know, in my notes was, you know, this arrangement of three front-load garages exiting on to LaSalle may be deemed, you know, crowded for the surrounding homes. So, that was an easy remedy.

Then another point that was brought up was the possibility of adding a stop sign because of its proximity to a school bus stop. I discussed that with my engineer in my follow-up conversation, and all he had said to me was, you know, in the final approval process, if the Engineering Department makes that request, we'll certainly incorporate it.

CHAIRMAN ENNES: Okay, so you didn't rotate that house, you just changed the side of the garage that the driveway is coming out of?

MR. KELLY: Correct. So, originally it was a front-load garage that was garage right from the curb looking at the home. So, I just instructed my architect to flip the design, and then instead of having a front-load garage exit onto LaSalle, to amend the drawing so it exited to the east on Chestnut.

CHAIRMAN ENNES: Okay, that sounds good to me. I don't have any other questions. Can we have a motion? Or we should go to the audience. Can I see a show of hands? Is there any people in the audience that would like to ask? Okay, so there's a couple here.

Please have a seat and we will move on. Let's start on the right side, farthest back, whoever wants to come up.

QUESTIONS FROM AUDIENCE

MR. OBERMAN: Richard Oberman. I don't know if you need my address, 1970 North Walnut.

CHAIRMAN ENNES: Yes, okay.

MR. OBERMAN: So, I live just a few houses away from where the construction will be. A couple of questions here I jotted down on my notes. You mentioned, and it's Mr. Kelly, right?

MR. KELLY: That's right.

MR. OBERMAN: You mentioned that the --

CHAIRMAN ENNES: Please direct your questions to the panel.

MR. OBERMAN: Right on. So, my question is the setbacks are going to be how many feet from the street or from the sidewalk? What is that, where are you measuring from on the setbacks?

CHAIRMAN ENNES: Sam, that's from the street, right?

MR. HUBBARD: Setbacks are measured from the property line.

MR. OBERMAN: Well, which would end of the sidewalk?

MR. HUBBARD: A property line is generally one foot in from the edge of

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the sidewalk.

MR. OBERMAN: From the sidewalk, okay. So, on the west side, where is the setback from? Because there is no sidewalk. Would the sidewalk, are you --

COMMISSIONER GREEN: Maybe I can help you. I'm an architect, maybe I can help you.

MR. OBERMAN: Okay.

COMMISSIONER GREEN: Chestnut has a 66-foot right-of-way. From the center of the street going in east and west in both directions is 33 feet. That 33 feet from the center of the road is the property line. So, from that point, you have another 30 feet.

MR. OBERMAN: Okay, so the center of which portion of Chestnut? No, I'm sorry, not Chestnut, I'm talking about on Walnut because Walnut has that silly configuration. So, are you saying from the middle of that road 30 feet?

COMMISSIONER GREEN: From the five-foot goofy little strip right there.

CHAIRMAN ENNES: Spite strip.

COMMISSIONER GREEN: The spite strip.

MR. OBERMAN: Right.

COMMISSIONER GREEN: Okay, that is the property line, that five-foot line. So, and then from there, on this gentleman's, Mr. Kelly's property, they're moving in 30 or 40, I forget --

MR. KELLY: 30 feet.

COMMISSIONER GREEN: 30 feet, 30 feet.

MR. OBERMAN: So, I guess what I'm trying to get at is let's suppose down the road you want to make this look like a normal looking neighborhood and you want to put a sidewalk down there. Is that sidewalk going to be in line with the sidewalk that is on the north side of LaSalle?

MR. HUBBARD: Yes, it would. I mean, generally speaking, it would. It's difficult to see, I mean, you can kind of see it here and you can see the sidewalk to the north.

MR. OBERMAN: Right.

MR. HUBBARD: And then the full right-of-way width is already maintained on Walnut, so Walnut already has the code-required 66-foot width which should match what's to the north. So, yes, the sidewalk would be continued, you know, down in almost the same configuration as it is to the north.

MR. OBERMAN: Okay, yes, I would just encourage you to do whatever you can as a board to proceed with the sidewalk. That land around there in that neighborhood is terrible. Today I was going for a job and I was going down the street on Chestnut, and the sidewalk, you're running on the sidewalk then the sidewalk stops, and I want to go over to the park to run which is a block-and-a-half from our house. But it takes like six blocks to get there, so I'm going down the sidewalk. So, the sidewalk ends and then you've got to go out in the street, then cars are looking at you, why is this guy in the street. Let's not let that happen here. Let's get this addressed and make it look uniform.

COMMISSIONER JENSEN: Sam, a question following up on that. Is that the responsibility of the Petitioner? The Village? I mean, what responsibility would the Petitioner have to do that?

CHAIRMAN ENNES: There's procedure for that, right?

MR. HUBBARD: Right. The Petitioner doesn't have frontage on Walnut

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because of this five-foot strip of land. So, the Village requirements only, for improvements to Walnut only kick in when there's actual frontage on the street. Because there is that five-foot strip, there is no frontage. So, the developer's responsibility ends, you know, at LaSalle and doesn't translate to the Walnut side. You know, it's great because, you know, for his bottom line, he doesn't have to pay to improve the street. But it's terrible for him because he can't design a subdivision that has access onto Walnut. So, it's kind of, you know, a blessing and a curse so to speak.

COMMISSIONER JENSEN: So, Mr. Oberman has made a wonderful point, but it has nothing to do with this petition or this Petitioner and it's not in our purview, is that what I understand?

MR. HUBBARD: Right, I mean, it's something that he'd have to raise with the Village Board. Ultimately, it's a capital improvement project by the Village.

COMMISSIONER JENSEN: So, at the next level, he certainly can raise that again and they might be able to do something about it. But it's not within the Commission's purview.

MR. HUBBARD: Right, it's not something we can require the developer to do.

COMMISSIONER CHERWIN: Can I just make a note to Staff? If we do have the property to the south come in for a petition, then as part of that, you know, we should try to address comprehensively his property which would include dealing with this five-foot strip. We're going to, if there's any relief requested on that southern adjacent parcel now that he's taken in that five-foot wide strip, that's going to be a part of that approval process.

CHAIRMAN ENNES: And that would be the time to do it.

MR. HUBBARD: Right.

CHAIRMAN ENNES: Okay, the next audience member?

MR. EHRLICH: I didn't put my name on that paper, but my name is Steven Ehrlich, E-h-r-l-i-c-h. I'm at 1960 North Walnut, so really kind of behind there, right actually next door to Rich towards the end of that cul-de-sac.

A couple of things of concern. One is, so on the road on LaSalle, how far are you knocking into those trees or whatnot to build a complete road there? Is it 10 feet? I mean, how far are you coming in to build a complete road there?

CHAIRMAN ENNES: Sam, can you answer?

MR. HUBBARD: Yes, I mean, you know, it's hard to see measurements on the plans here. I mean, the entire, I mean essentially, there's a slight jog from, you can see LaSalle here, and then you know, the right-of-way doesn't line up exactly. But you know, it's going to come, I mean, all of the vegetation there is going to get taken down. I think we've been working with the Petitioner to save one or two of the relatively mature and healthy trees there, but most of the trees there are volunteer growth, you know, buckthorn and box elder, that type of thing. So, in order to, you know, create the subdivision, most of the trees will have to be removed.

MR. EHRLICH: So, it won't be parallel to, across the way heading east on LaSalle? There'll be a little bit of a --

MR. HUBBARD: There's a slight jog, yes, instead of directly lining up.

MR. EHRLICH: Okay, and then you answered the one question about the strip which is absolutely ridiculous. So, the property owner that's in between the really long front

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home that's on Chestnut in the new development is the owner of that strip, is that correct? Are they waiting to try to, all right, so that's a whole different animal.

The thing that kind of concerns me on this is it almost looks like you're trying to fit 10 pounds of rocks in a two-pound bag. It looks like it's an awful lot. I think you did a nice job at least of addressing one of the driveways going off into Chestnut, I think that probably helps a little bit. But it just, it really does seem like you're trying to cram an awful lot in that little area.

The hard part is I don't know, like I've got a little bit of a better idea of the split of land that's in the middle right there. I mean, these things aesthetically are going to kind of fit in with the rest of the neighborhood without feeling like you're cramming in a bunch of stuff in one small little area? Do we all feel pretty comfortable about that?

CHAIRMAN ENNES: Sam, in regard to that, do you know what the land to building ratio is for these three lots? Or the lot coverage?

MR. HUBBARD: The lot coverage is going to be 35 percent of the lot, I believe, it's either 30 or 35 percent.

CHAIRMAN ENNES: And you said from your review that this is comparable to the area? We have some that have more, we have some that have less?

MR. HUBBARD: Well, if you're talking about lot coverage, it's going to be the same across all lots. You know, the regulation is based on the zoning district, but the lot sizes that are being proposed comply to the R-2 Zoning District standards. There was an extensive study on the lot sizes of the neighboring, you know, lots. You know, the lot sizes here on average are 12,000 square feet. Here they're 12,300. Here they were 10,085, 13,320. So, you know --

CHAIRMAN ENNES: So, we're actually --

COMMISSIONER CHERWIN: So, Sam, this --

CHAIRMAN ENNES: -- comparable with the size of the neighborhood?

COMMISSIONER CHERWIN: I was just going to say the size of the lots comply with the zoning in that area?

MR. HUBBARD: They do, and they're compatible with what's in the vicinity as well.

COMMISSIONER CHERWIN: They're comparable and they're in excess of many lots around them. Then the ratio of buildable, you know, the size of the houses in each of those lots --

MR. HUBBARD: Will have to --

COMMISSIONER CHERWIN: -- will also conform to what's required for that zoning district.

MR. HUBBARD: Yes. No variation has been requested to the floor area requirements.

COMMISSIONER CHERWIN: So, no size of buildable area regulation, it's all in line with what that zoning district calls for?

MR. HUBBARD: Correct.

COMMISSIONER CHERWIN: Thanks.

CHAIRMAN ENNES: So, do you live right across the street?

MR. EHRLICH: I live on the Walnut, on the 12300 east side, yes, and that goes all the way down.

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CHAIRMAN ENNES: Oh, okay.

COMMISSIONER JENSEN: Just a question. Can you go back to the last slide that you had before? So, to put less on this piece of property, not that one but the one, yes, what are you suggesting? That there only be two houses built there and then we have --

MR. EHRLICH: Well, I just want to know, yes, I mean, it seems like --

COMMISSIONER JENSEN: Is it two you want --

MR. EHRLICH: Maybe because of the way that the bushes block the actual sides, you know, it's hard to get, you know, you've got a small street and you've got a lot of trees that are blocking everything. So, I don't really, I don't get the whole depth on that thing. It seems small for three houses. What size, let me ask it differently, do we know what the size of the homes are going to be for each respective one? Or is that still to be determined?

CHAIRMAN ENNES: No, the lot coverage is about 30, did you say 30 or 35 percent?

MR. HUBBARD: The floor area ratio is what's going to really dictate the size and bulk of the homes.

MR. EHRLICH: Is it 3,000 square feet, 4,000?

COMMISSIONER GREEN: It's the same as your house. In other words, they can't build anything any bigger than your house. In other words, your restriction I should say. Maybe you didn't build to the max, but everybody in the neighborhood has the same ability to build up to a certain point based on the size of their lot.

MR. EHRLICH: And it's got the room, in other words it's got the room.

COMMISSIONER GREEN: Same thing, same thing. Same thing, it's no different.

MR. EHRLICH: Okay, that's all. All right.

CHAIRMAN ENNES: Okay.

MR. EHRLICH: I think that's it for me then.

CHAIRMAN ENNES: Thank you. The next gentleman?

MR. MARAK: My name is Steve Marak; I live at 2010 North Walnut. These homes are going to be a lot smaller than the homes that are already in the area, is that correct? Size-wise? I mean, we have basically 3,000 square-foot homes. What size are these homes going to be?

MR. HUBBARD: What homes are you comparing it to? The homes to the south? The homes to the north?

MR. MARAK: Yes, the ones on Walnut.

MR. HUBBARD: The homes to the south on Walnut?

MR. MARAK: Yes.

MR. HUBBARD: So, you're comparing it to these homes?

MR. MARAK: Yes.

MR. HUBBARD: I don't know what size you're thinking, you know, for the size of the homes.

MR. KELLY: I can speak towards that. So, yes, a couple of things. So, what we have developed to date, those three different home styles, to my recollection, range from 3,500 square feet to 3,700 square feet. They vary from plan to plan, and to touch on the public walk and, you know, kind of challenge in visualizing, you know, what the finished product is.

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As it was noted previously, part of the scope of work for the site improvements is going to be widening roughly 400 linear feet of frontage, both on Chestnut and LaSalle, and placement of 400 linear feet roughly of curb and public walk, parkway trees and so on.

CHAIRMAN ENNES: So, like 12,000 square-foot lots, at 30-35 percent you can be building 3,000 to 4,000 square feet easily.

MR. KELLY: Correct. I think the FAR is actually, we're talking about two different things. The FAR or the floor area ratio I believe it 0.4. We're going to be below that. In terms of the lot sizes, to my recollection, the minimum requirement for R-2 zoning is 10,000 square feet, and these are all proposed at 12,000 square feet.

COMMISSIONER JENSEN: So, you don't have a vision of anything under 3,000 square feet for these houses, is that what you're telling us roughly? I mean, probably?

MR. KELLY: Yes. I mean, what we've worked through to date, and you know, we've only taken it to a certain, you know, point.

CHAIRMAN ENNES: Sure.

MR. KELLY: And just kind of baking in some of the feedback and work we've done with Staff to date. But those homes to my recollection are like 3,500, 3,600 and 3,700 square feet, respectively.

CHAIRMAN ENNES: Are these going to be spec or are you going, are these going to be contracted?

MR. KELLY: That's, I'm not sure at this moment. We're just trying to get through kind of part one.

CHAIRMAN ENNES: Okay, so you're not overcrowding the lot, but the size of the homes will be very comparable to the area?

MR. KELLY: I would say so. You know, the homes to the south are quite large. I don't know offhand what the square footages are, but for new construction in Arlington Heights, usually you're seeing 3,000 to 3,500 square feet. So, they're a little bit bigger, there's an ability to be a little bit bigger, but the sites are much larger than in-fill tear-downs like one-off sites.

CHAIRMAN ENNES: Okay, thank you much.

MR. KELLY: Sure.

MR. HUBBARD: I would also comment that, you know, compatibility of homes, bulk, mass and ability to fit in with the existing homes in the neighborhood will be a discussion that will occur at the Design Commission when an actual home is proposed for the lot. So, you know, they take into consideration, you know, the compatibility and the size of a home relative to what's in the neighborhood.

CHAIRMAN ENNES: Is there anybody else on the right side that wants to comment? Okay, then let's move over to the left side, and let's start with you.

MS. WAYMAN: I'll jump up.

CHAIRMAN ENNES: Give us your name and spell it.

MS. WAYMAN: Hi, I'm Connie Wayman, W-a-y-m-a-n. I live at 444 West LaSalle Street, that is directly across the street from the property. That's me. My house actually is 3,767 square feet. If you're putting a house that size or almost that size on a lot that is less than mine, it's ridiculous aesthetically. I don't know if it can fit. It probably can fit.

To Mr. Chairman's point, yes, the lots allow the amount of property

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on it. But just because you can do it doesn't necessarily mean that you should do it. I do appreciate you're turning one of the driveways onto Chestnut, that makes a big difference.

I believe there are 14 houses along Walnut and two on LaSalle right now. So, we're looking at a minimum of 28 cars. I know of at least two people that have three cars per home, so that's another two more cars. My concerns, because I presume we'll never get down to two lots or two homes on this property, is that LaSalle Street is wide enough so that if people are parking on both sides of LaSalle, which does happen or at least does happen on our side, the side with the houses, is there going to be enough room for fire equipment to get through? If one of the houses on LaSalle is being dealt with with fire equipment, are the people on Walnut going to be locked in and not able to access out?

So, major concern is safety to make sure that street is wide enough.

CHAIRMAN ENNES: Well, part of our approval process, just so you know, is to have the Fire Department approve and do drawings to make sure their vehicles can get in there.

MS. WAYMAN: And that's not at this stage, that's in the next stage?

CHAIRMAN ENNES: No, that's already been done.

MS. WAYMAN: That's already been done?

CHAIRMAN ENNES: Right.

MS. WAYMAN: Okay, one last thing with the five-foot strip of land, and I know you're probably sick of hearing about this land already --

CHAIRMAN ENNES: We can't do anything about it.

MS. WAYMAN: Why can't the Village approach the individual who bought the land and buy it? Or you?

COMMISSIONER JENSEN: Ms. Wayman?

MS. WAYMAN: Yes?

COMMISSIONER JENSEN: You could talk to the Village Board. They actually have the authority to do something about it.

CHAIRMAN ENNES: We can't.

COMMISSIONER JENSEN: It's not in the purview of the Plan Commission.

MS. WAYMAN: You can't do it, all right. So, then we'll go to the Village Board on that issue. The other question about that --

CHAIRMAN ENNES: We review these proposals based on zoning codes.

MS. WAYMAN: Right, okay.

CHAIRMAN ENNES: And if it's allowable, we're good with it.

MS. WAYMAN: Okay, one other thing. Oh, no, I just lost my train of thought. Okay, if the person south of there decides to develop his land, he owns the land all the way up to LaSalle Street, correct? That five-foot strip, that's where we are today?

MR. HUBBARD: I believe. They haven't told me that they have, but in public records the same last name is the owner of both.

MS. WAYMAN: Okay, so then who ends up paying to develop that area that doesn't front his property? The five-foot edge that goes from LaSalle to that part, who has to develop that?

COMMISSIONER CHERWIN: Well, I think the --

CHAIRMAN ENNES: That can vary.

COMMISSIONER CHERWIN: Yes, and --

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CHAIRMAN ENNES: And it's not up to us today.

MS. WAYMAN: So, it wouldn't be up to this gentleman who has been developing the property because he doesn't own it, and the guy who has the next property may not develop it because it doesn't affect his homes.

CHAIRMAN ENNES: If he changes that property, that can be a condition to get it done, and then both properties can be done.

MS. WAYMAN: Okay, I just want to make sure that at some point Walnut actually ends up being finished and doesn't look like it does now with gravel and disintegrating roads which is absolutely ridiculous, especially when there's a fire hydrant right on that corner.

CHAIRMAN ENNES: But unfortunately, this gentleman does not own that property.

MS. WAYMAN: I know this one doesn't.

CHAIRMAN ENNES: Pardon?

MS. WAYMAN: I know he doesn't own it.

CHAIRMAN ENNES: Right, so we can't make him do that. We can't --

MS. WAYMAN: We can't strongly suggest that he approach the other guy and buy it?

COMMISSIONER GREEN: No.

CHAIRMAN ENNES: No.

COMMISSIONER GREEN: Why don't you buy it and then give it to him?

MS. WAYMAN: Well, I don't think I'd give it to him but I might buy it and then have it developed. We'll have to see how much it costs.

COMMISSIONER GREEN: In other words, what we're trying to say is the what-ifs are a little hard to deal with because we're dealing with zoning issues and that's what's before us.

MS. WAYMAN: I get it, and who knows, maybe I will reach out to the gentleman and see what the hold up is and why he purchased it all the way to the corner. Thank you for listening.

CHAIRMAN ENNES: Yes.

COMMISSIONER JENSEN: Sam, a question. What is the relative size of Ms. Wayman's property versus any one of the three that are proposed in the petition?

MR. HUBBARD: It's in the 13,320 square-foot range, so it's a little bit larger than the proposed lot sizes.

COMMISSIONER JENSEN: And that might be true of both of those properties on the north part of LaSalle?

MR. HUBBARD: Right.

COMMISSIONER JENSEN: But everything else around there is certainly not much bigger or less, okay. Thank you.

CHAIRMAN ENNES: So, also on the subject property that we're addressing, the depth of these lots is much greater than the lot, the 13,320 square-foot lots across the street. They have a very wide frontage but they don't have the depth. So, these lots are bigger than I think people give them credit for because they're saying, oh, there's three houses, there's only two across the street. They're good-size lots, 12,000 square-foot.

But anybody else that wanted to address the subject at hand?

MS. RICHARDS: Hi, I'm Tina Richards; I'm at 2104 North Walnut. So, I'm

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the north end of Walnut.

CHAIRMAN ENNES: Are you past LaSalle, above LaSalle?

MS. RICHARDS: Yes, north of LaSalle.

CHAIRMAN ENNES: Okay.

MS. RICHARDS: So, I had a couple of issues. Firstly, in the last meeting we talked about, in September, about flooding that occurred on Walnut in the houses and their basements in 2011. One of the Commissioners or Sam, I'm not sure who said that, the completion of the Ladd retention pond was sufficient to address this past flooding, but we had already sat down so we didn't get a chance to rebut that. In fact, the flooding took place after the Ladd retention pond was put in.

So, we just want to make sure that the additional runoff from the property is not going to create flooding concerns, and make sure that the storm sewer sizing is sufficient to address this past flooding that we had. Just to put it on the record, that Ladd was already in place, so I don't think we addressed that.

MR. HUBBARD: Sure. I don't know if that was me that said that, but you know, certainly the proposed subdivision and the lots will conform to all the Village requirements relative to stormwater. I believe your husband maybe spoke with me after the meeting and I think I put him in touch with somebody in the Engineering Department to discuss that. If it wasn't your husband, it was somebody.

MS. RICHARDS: Do we know if the sewers are designed in a way that will accommodate the additional runoff that's going to happen from these properties being built given the fact that we had flooding with the, you know, in 2011?

MR. HUBBARD: That would be a technical question for someone in the Engineering Department. I can't guarantee what the sizes are of the existing storm sewers. I can guarantee that this development and any of the lots will meet all Village codes and requirements relative to stormwater capacity. So, if there is a need to upgrade and it's a code requirement, he'll be required to upgrade it. If it's not a code requirement, you know, he'll still meet all of the Metropolitan Water Reclamation District requirements and Village requirements.

MS. RICHARDS: I'm not really sure --

COMMISSIONER JENSEN: I think she's asking two different questions. First of all, he's only required to take care of all of the runoff on his property so that it doesn't create any flooding from his property. But the Village may have a problem, and you should address the Village Board with that because that's not his problem. That is the Village's problem and it becomes your problem. So, they are the ones you have to talk to if you think they have inadequately handled the storm sewers and you're having flooding. What this process is going to do is make sure he doesn't contribute to the problem.

MS. RICHARDS: Well, that's my next point is by adding these houses, you've got like impervious surfaces, that's going to be more runoff definitely on to Walnut and as well as LaSalle. But that last property that's going on to Walnut, where is that runoff going to go?

COMMISSIONER JENSEN: Those have to be dealt with --

MS. RICHARDS: There's no trench like on, excuse me, like on Chestnut, there's properties without sidewalks and there's like this, I don't know what you call it, they're trenches along the road.

COMMISSIONER GREEN: Culverts.

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MS. RICHARDS: Culverts. So, there's nothing like that on Walnut, and you've got these three new houses going in, and where is the runoff going to go? There's no additional sewers or curbs or sidewalks, and normally you would --

CHAIRMAN ENNES: If that's required, based on the amount of water, then the engineers that approve this, they're the professionals. They know more than we do about the runoff. They will not allow this development to come in, and if your neighborhood has a water flooding problem; that's your neighborhood's problem, okay.

MS. RICHARDS: Well, I'm convinced this will contribute to that.

CHAIRMAN ENNES: Okay, well, the engineers, the Village is very sensitive to flooding now. If anything, there's a little overkill in there.

COMMISSIONER CHERWIN: I think if you look at the site plan Sam is laying out where the catch basins will be on the lots, they'll run north from the lots to LaSalle Street and then connect in on a sewer to Walnut. Then I presume that goes north to the new detention area, Sam, is that correct?

MR. HUBBARD: Yes, towards the north.

COMMISSIONER CHERWIN: So, the incremental of the impervious surface will have to be accounted for. I mean, you know, like I have, you know, in our neighborhood there's flooding. We're in a low area, a lot of that has to do with degradation of grading and stuff over time. It's not necessarily the capacity of the sewers, it's lot specific type of issues.

So, you know, I think as a fellow Commissioner said, it's really not, you know, as long as he takes care of the incremental runoff, that's all we can ask of him. He will have to do that in order to get his building permits. But I think as Commissioner Jensen said, if there's a bigger problem, the Engineering Department should know about it so that if there's something with the system that's not lot specific or grading specific that the Village can do, then they should be aware of it. But it may just be something that is not specific to the system but lot specific.

COMMISSIONER LORENZINI: Actually, I'm the one who raised that issue last time, and Sam explained that the lots are designed to handle the runoff per code and the sewers are not. But you have an excellent question; it's the same question I asked. They're going to dump into a sewer and our little sewer is adequate. Now, whether they are or not, that's up to the Engineering Department who can answer. But I don't think we should penalize somebody who is developing and is meeting all the codes for what he's developing.

MS. RICHARDS: Okay, I'm sure I'm going to get the same response to this one, but the other issue is you've got the 20-foot setback on Lot 1, and then that combined with the five-foot setback gives you 25 feet setback which is the requirement for a corner lot, which is why I think you agreed to do the 20-foot setback. So, you're meeting some of the requirements for this corner lot because it is a corner lot, but yet we're stopping short of requiring the curbs and the sidewalks and the whole thing. So, I guess that's just the way it is.

COMMISSIONER GREEN: Because he has no frontage property.

MS. RICHARDS: And do we have any assurance that it will be developed when the properties, and what is the requirement for developing that? I'm sure that's part of the long-term plan to have that street finished, but what will make that, what will trigger that?

COMMISSIONER LORENZINI: That was actually a question I was going to ask, the same question. Now, that lot to the south, when he comes to develop it, can he just

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say, well, I'm just going to develop the street in front of my lot or will he be required to go all the way up to LaSalle Street?

COMMISSIONER GREEN: But his lot goes all the way up to LaSalle Street.

MR. HUBBARD: Right. From my understanding, there would be a requirement to pave the entire street so that they get access to, you know, their lot. You know, it's a unique situation, you know, and it would have to be done in coordination with the Engineering Department. So, my understanding is that it would be fully improved, but given that it's a unique situation, you know, there could be some negotiation with the Engineering Department and, you know, I don't know what their plans are.

I had the same question. I asked the Engineering Department and, you know, they said when a development is proposed here, we'll address, you know, what the requirement is for the street. I can guarantee you, when there's a development proposed here, at the very least this portion of Walnut would be improved to the full width.

The question is what would happen here?

MS. RICHARDS: Right.

MR. HUBBARD: My guess is it would also be required to be improved to the full width, but again, you know, in my conversations with the Engineering Department, they said we need to wait until we see what development is proposed so that we can analyze exactly the implications towards our public infrastructure.

MS. RICHARDS: Right, because I'm afraid when it comes to that, it's going to be a question of who is going to pay for it. That Lot 1 is who benefits, so they're going to not be quick to agree to pay for it, I don't know. So, I'm afraid it won't happen if we don't address that now.

CHAIRMAN ENNES: It does happen. I live about a half a mile from here, and we had a very similar situation when I first bought my house right around the corner. We had a half of a street for three blocks, four blocks. It was, the lots actually were unincorporated, so they had the detention ditches, culverts all around their properties. But once they got sewer added in, which is already here, once that happened, then the Village came out and finished that street because these developers wanted to come in and it was a requirement.

If it would be, I'm sure it would be a requirement for him to do it if this strip of land wasn't in his way. But somebody else owns it, unfortunately. So, that's what kind of handcuffs us.

COMMISSIONER JENSEN: But Sam, the question is, I assume that the Village owns the parkway there, right?

MR. HUBBARD: Right, the Village owns the full width and --

COMMISSIONER GREEN: 66 feet.

MR. HUBBARD: Yes.

COMMISSIONER JENSEN: So, why doesn't the Village actually just widen it so that it looks like a regular street? Even though you're not putting the curbs and gutters and sidewalk, you could still get rid of that parkway and widen the street and make the flow of traffic better.

MR. HUBBARD: We could. There's no additional right-of-way needed. You know, it would be a capital improvement project. It would have to be included in the, you know, capital budget. You know, it's something that if the neighborhood wants to, you know,

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lobby the Village Board and make their needs and wants known, you know, it may be a priority to the Village but, you know, it's not --

CHAIRMAN ENNES: But it's not, do you understand that it's not part of this gentleman's development proposal? I can see where you want it for your neighborhood.

COMMISSIONER JENSEN: There's no reason you can't petition the Board when it goes there. I think you and Ms. Wayman ought to be making the point that the Village has the capacity to do something sensible with the parkway and make that into a full street. It may not have a sidewalk, gutter and so forth, but it actually would be a full street and it would help the traffic situation there.

MS. RICHARDS: Would they have the right-of-way to do curbs and gutters, too?

COMMISSIONER JENSEN: Well, they own it. Well, I don't know that they can do that, a half a loaf is better than none, okay? So, you can go for a full loaf if you want, I don't think you're going to get that, but I think you could actually get the street widened.

CHAIRMAN ENNES: We're not fighting with you, but we're limited into what we address.

MS. RICHARDS: I get that, okay.

COMMISSIONER GREEN: Maybe I could help you. I hate to keep bringing this up, but they don't do that. I live in an area in Arlington Heights and we do not have an improved street. So, I have the culverts. So, when the culvert goes away, that means you have a sewer pipe to replace it to haul the water away. The only time a sewer pipe goes in on a street improvement is if you have a full improvement. That means you have curb, you have gutter, you have the foundation for that street that meets Village requirements, and you have sidewalks, streetlights, and everything in there that makes that a one hundred percent Village approved street way.

COMMISSIONER JENSEN: They wouldn't do that?

COMMISSIONER GREEN: So, they won't give you gutter without sewer and without sidewalk and without everything.

COMMISSIONER JENSEN: But what I'm asking, can the Village actually make that parkway smaller so that you can widen the street even though it's not fully developed with all the other stuff, lighting and --

COMMISSIONER GREEN: The Village will not pay for a partially improved street. This is what they gave me years ago, because I asked about that in front of my house.

COMMISSIONER JENSEN: If I were you I'd still ask.

MS. RICHARDS: Yes, because you had the culverts, is that what you call the ditches?

COMMISSIONER GREEN: I had the ditch, yes, because there's no storm sewer.

MS. RICHARDS: But this has neither ditches nor curbs, you know what I mean? It doesn't have any of that.

CHAIRMAN ENNES: Well, but you do have sewers there.

COMMISSIONER JENSEN: Bring it to the Board's attention. They may tell you no but you won't know until you ask.

COMMISSIONER GREEN: Exactly.

CHAIRMAN ENNES: But it's their purview.

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COMMISSIONER CHERWIN: Can I ask, Sam, how old are these houses, like west of Walnut?

MR. HUBBARD: I'd be guessing, but I want to say it was in the 70's.

COMMISSIONER CHERWIN: And is that, Walnut down there south, that's a cul-de-sac, isn't it, down in the south? It doesn't go through if I recall?

MR. HUBBARD: Yes, it's cul-de-sacs down here.

COMMISSIONER CHERWIN: Have any of those, prior to this petition, has the Staff received any concern or any, I guess not petitions but any requests or any concern from the neighbors in that area to widen that street? I mean, has it been an ongoing issue?

MR. HUBBARD: They wouldn't have been addressed to the Planning Department likely, so I'm not aware of any. It's not to say that people haven't raised the issue before, but I'm not aware of any.

COMMISSIONER GREEN: The answer is special assessment.

COMMISSIONER CHERWIN: Yes, the whole neighborhood pays.

COMMISSIONER GREEN: The homeowners pay. If you have a 100-foot frontage, you pay for 100 feet of the improvement.

COMMISSIONER CHERWIN: Right.

COMMISSIONER GREEN: So, it's not a Village, they don't pick up the tab, they pass it on to you.

COMMISSIONER CHERWIN: I get that. I'm just concerned, you know, it's coming up as like a serious issue now and I'm just wondering why it hasn't been brought up before, if it hasn't been brought up before.

CHAIRMAN ENNES: Well, but unfortunately, it's not something that we can really address. Is there anybody else on the left side that would like to come up and talk? Please do.

MR. VAN WAZER: Roger Van Wazer, V-a-n W-a-z-e-r. I am in the 2007 North Chestnut, the house immediately across the street to the east of the property.

I don't want to beat a dead horse with the strip, but that is one thing that really messed this up because if you look at this, the practical sense is to have one house go to Walnut, one to LaSalle, one to Chestnut. What I'm learning from this is it's not, despite it being the most practical solution, the developer doesn't want that because then that would certainly force the improvement of Walnut. But then suddenly it's sold, you know, just coincidentally after all this planning happens, it's sold.

It just makes a lot of eyebrows go up. It's like why? Why is it all of a sudden sold in what looks for like a nominal fee, when the thing that made the most sense if it was going to go for 5,000 bucks is to have one house go each direction. That's only my observation. I understand you're saying it's not your purview but, you know, from a practical sense it's part of this development.

In terms of the variance, the strip plays a part in that, too, because by even making an effort to buy that strip, that's eating away at the bottom line, right? Even if it would be \$5,000 or \$10,000, it is. So, for the purposes of maximizing the bottom line for the development, we don't buy the strip. At the same time, we want a variance on the other side to maximize our bottom line so we can build as big a house as we can on Lot 3. It just doesn't work that way for anybody else.

If any of us wanted to do something in our, like on my corner lot, if I

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wanted to extend my house north which I'd love to do, I can't because I violate two side lines. So, it just doesn't seem to be a level playing field here. I know just one person is not going to do anything about it, but I had to say it.

One last question is I know there's some concern about whether these three houses are going to be built at the same time or whether it's going to be staggered.

CHAIRMAN ENNES: Any other questions on the left side?

MR. OBERMAN: I got a question regarding something that was brought up. Can I speak again please? It will just take one moment.

CHAIRMAN ENNES: Sure.

MR. OBERMAN: So, again it's Rich Oberman. Let's suppose that the homes are built here, and then now when the second developer comes in to develop this property where the vacant house is there.

CHAIRMAN ENNES: To the south?

MR. OBERMAN: On the south, what if that little strip of land, well, we're going to sell a part of that land now, so that land gets sold. So, now that's not his land to develop. So, now it's just some random person that owns that little five-foot strip. So, now that would, you know, he wouldn't be responsible for developing that area.

CHAIRMAN ENNES: Who wouldn't?

MR. OBERMAN: The gentleman that would be to the south.

CHAIRMAN ENNES: Okay, and that house is vacant now?

MR. OBERMAN: Yes.

CHAIRMAN ENNES: Okay, he wouldn't be responsible for developing --

MR. OBERMAN: Because he might sell that little portion of land, not the entire strip, just the north, just everything north of his property line.

CHAIRMAN ENNES: I don't know he would do all --

MR. OBERMAN: If he's selling his five-foot by 40 feet or something.

COMMISSIONER JENSEN: You know, it's odd enough that the guy to the south wanted to have that, extend up to LaSalle, that's odd. But I can't imagine anyone in their right mind buying that little strip. I mean, we could deal with outliers that are so far out that they make no sense. But I would bring this up to the Board because this isn't, we can't address it.

MR. OBERMAN: Right, okay. I agree. So, and the last point. There's an older gentleman that lives on our block on Walnut, and his grass was getting a little high and then the sort of Village was telling him you know what fella, you've got to get that grass cut or we're going to fine you. The guy that owns that lot over there, the Village cuts his lawn. So, we're paying for that, that grass is being cut on the back of the taxpayer.

CHAIRMAN ENNES: No, it's not.

MR. OBERMAN: It absolutely is. Who's cutting it?

CHAIRMAN ENNES: If the Village is doing it, they've given him notices and he hasn't done it, then they bill him.

MR. OBERMAN: No, the Village cuts all of that grass, am I correct?

AUDIENCE MEMBER: That's correct.

CHAIRMAN ENNES: Wait, the south vacant lot?

MR. OBERMAN: All of that strip. All of that strip all the way down, that gets cut.

COMMISSIONER GREEN: That green part that we're looking at?

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MR. OBERMAN: Absolutely, right where that flasher is.

COMMISSIONER GREEN: That's on Village property.

CHAIRMAN ENNES: Other than the five feet.

COMMISSIONER GREEN: Other than the five feet.

MR. OBERMAN: Well, they're cutting all the way over to the fence row.

COMMISSIONER CHERWIN: Well, that's the Village's issue, not the

Petitioner's.

MR. OBERMAN: No, I know that. I just wanted to mention it. I felt bad for the old guy, they were roughing him up a little bit when this is the guy they ought to get after.

COMMISSIONER JENSEN: Well, Mr. Oberman, do you know that they're not billing the guy who owns that?

MR. OBERMAN: Oh, gee, I don't know, geez.

COMMISSIONER JENSEN: Well, that's right, we don't know. It's a Village issue, Village Board issue.

MR. OBERMAN: Yes, right. All right, I just wanted to mention it. It kind of ruffled my feathers that, you know, I felt bad for the old guy but they allowed that. So, all right.

CHAIRMAN ENNES: Well, I don't know that they allow it.

COMMISSIONER CHERWIN: Lynn, could I address that? Lynn, I think you brought up the question of the strip. I think what you're saying is why would they have sold the whole thing. Well, first of all, because the guy, that strip is most valuable to the guy to the south because if he doesn't get it he has no access to Walnut and he only has two lots he could build on instead of four.

CHAIRMAN ENNES: Right.

COMMISSIONER CHERWIN: So, the value to the guy to the north, two, you know, three lots with two or three entrances on LaSalle Street is not a big deal but, you know, whether he enters into LaSalle or Walnut. But this guy to the south, he needs that to access Walnut. The second thing would be I don't know that he would be able to spin off a part of that under the subdivision code. There may be a restriction to, if you're selling off a lot that's part of a whole lot and it's not to an adjacent owner, you're restricted from doing that under the plat act.

COMMISSIONER JENSEN: Even if you weren't restricted, who would buy that?

COMMISSIONER CHERWIN: Yes, it's not marketable.

MR. EHRLICH: Can I ask, isn't that --

CHAIRMAN ENNES: Wait, wait. Before we keep carrying this on, do you have something new? Wait, wait, let me finish my question, related to the subject property? Are we going to, I don't want to go off into intangibles and other people's property.

MR. EHRLICH: No, it's a simple question.

CHAIRMAN ENNES: Okay.

MR. EHRLICH: So, for example --

CHAIRMAN ENNES: No, you've got to come up to the podium.

MR. EHRLICH: So, you've got somebody right behind you that owns the strip, okay. Then if they develop --

CHAIRMAN ENNES: Wait, we're not talking about the strip because --

MR. EHRLICH: Well, wait, I have one simple question. Why can't we, who

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do we ask to go for eminent domain on that one strip that --

COMMISSIONER JENSEN: You ask the Village Board which is --

CHAIRMAN ENNES: We've said this 10 times.

MR. EHRLICH: Well, but no one has --

COMMISSIONER CHERWIN: You guys can buy it. You guys can buy it.

CHAIRMAN ENNES: The next level of this is the Village --

MR. EHRLICH: This is going to be garbage. If that guy builds out and then he's going to hold on to that strip of land that's going to have no purpose for anything.

COMMISSIONER CHERWIN: You guys can buy --

MR. EHRLICH: That's why everyone is aggravated about it.

COMMISSIONER JENSEN: We've been told a number of times who you ask. You ask who do you ask. You ask the Village Board.

CHAIRMAN ENNES: Village Board.

MR. EHRLICH: Wonderful.

COMMISSIONER CHERWIN: You can buy it and donate it.

CHAIRMAN ENNES: You go to the next hearing on this petition and they have a broader scope.

MR. EHRLICH: Okay.

CHAIRMAN ENNES: Okay, I'm going to close the citizens' public hearing on this. I would, are there any other questions for the Petitioner?

COMMISSIONER LORENZINI: Yes, I have a question for Sam or maybe for Jay, our attorney. How could that strip of land even been created?

MR. HUBBARD: I know the history of it. When this subdivision was created back in the 70's or 80's or whenever it was, this piece of land was also owned by whoever did this entire subdivision. When they dedicated the land for Walnut Avenue, they had all the required width that they needed for Walnut Avenue, so there was no need to dedicate this additional portion of land as right-of-way. So, it was just kept as some weird outlying piece that was owned by the subdivider, but was not needed for public right-of-way to complete the full width on Walnut Avenue. So, it stayed as this weird outlot piece for years and years and years, and somehow it changed hands.

COMMISSIONER CHERWIN: I would just add the reason they call it a spite strip is because historically when developers go out in expanding areas, potentially for highway dedication, farmers would be dedicating their land for interstate. Some folks would keep a very narrow strip of land to control all access. So, it was a way of a farmer giving a road away but then, you know, sometimes with full knowledge of the buying party, sometimes without, they would keep a small strip so that the party that thought maybe that they could develop next to it would need to come back to the person who kept the strip to get access to the road. So, they were maintaining control of access to the road so that the only way the land could be developed would be to come back to the people who originally sold the roadway and to pay them more money for access to the street.

COMMISSIONER LORENZINI: So, is it fair to say that this strip has been there like this for quite a while and it wasn't something recently developed to save somebody from developing that side of the street?

MR. HUBBARD: It's been there for decades.

COMMISSIONER LORENZINI: Okay, thank you.

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COMMISSIONER JENSEN: I'd just like to ask Mr. Kelly, did you make, was this ever in your calculation to try to purchase that strip?

MR. KELLY: Excuse me. I wasn't aware it was for sale.

COMMISSIONER JENSEN: Okay, and so you've made no effort because you didn't know it was --

MR. KELLY: So, at the point that the closing or approaching the close, in research, the property that I'm here speaking towards, apparently the former owner, in my research just based on what was discovered on Realist like an MLS, you know, entity identifier, in my research it was, if I recall, part of an estate or a recently deceased party that was in town. But again, I wasn't aware that it was for sale and that it traded hands.

It's logical to me that the person to the south bought it for the reasons that you brought up. It's a control, you know, it's a control issue. I mean, I'm not going to speak towards somebody else's intent but, you know, if it's a vacant home which I wasn't aware of and the property to the south has purchased that five-foot spite strip, I think it's fairly logical to assume that at some point in the near future they would propose a four-lot subdivision. Again, I can't speak towards somebody else's intent, but I don't know why you would pursue the other parcel unless you were going to take some sort of action on that.

COMMISSIONER JENSEN: Thank you.

MR. KELLY: Sure.

CHAIRMAN ENNES: Commissioners, any other questions? Can we have a motion?

COMMISSIONER GREEN: I would like to make a motion.

A motion to recommend to the Village Board of Trustees approval of PC# 19-009, a Preliminary and Final Plat of Subdivision to subdivide the subject property into three lots, and the following variation:

- 1. A variation from Chapter 28, Section 5.1-2.2, *Required Minimum Yards*, to reduce the required exterior side yard setback on Lot 3 from 40 feet to 30 feet.**

This recommendation shall be subject to the following conditions:

- 1. The existing home on the subject property must be demolished as part of final plat of subdivision approval, and must be completed no less than six months after recording of the final plat of subdivision.**
- 2. Right-of-way dedication shall be required along the western side of Chestnut Avenue (33 feet) and along the southern side of LaSalle Street (26 feet), and both right-of-ways shall be fully improved to comply with Village requirements.**
- 3. A Design Commission application shall be required for all new homes proposed on the subject property.**
- 4. A \$9,002 fee in lieu of onsite detention shall be required.**
- 5. Land contribution fees shall be required for Lots 1 and 3.**
- 6. The tree preservation and landscape plan shall be revised so that the eight-inch Mulberry tree that is slated for preservation shall be removed and replaced with a State Street Maple tree, and the three State Street Maple trees proposed along Chestnut Avenue be revised to be Ivory Silk Japanese Lilac trees.**
- 7. The Petitioner shall comply with all federal, state, and Village codes, regulations**

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and policies.

CHAIRMAN ENNES: Is there a second?

COMMISSIONER CHERWIN: I'll second.

CHAIRMAN ENNES: Could we have a roll call vote?

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes.

MR. HUBBARD: Chairman Ennes.

CHAIRMAN ENNES: Yes.

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

CHAIRMAN ENNES: So, you have a unanimous approval. You are familiar with the seven conditions?

MR. KELLY: Yes, I am.

CHAIRMAN ENNES: You're agreeable with all those? I forgot to ask you that earlier.

MR. KELLY: I am, yes.

COMMISSIONER JENSEN: Sam, when is this going to the Board?

MR. HUBBARD: So, it's tentatively scheduled for November 4th, but the November 4th meeting agenda of the Village Board could be quite a heavy meeting. So, it may be pushed back to November 18th. That's something that we'll be in communications with the Petitioner on. For any members of the public interested, they can monitor the website or they can reach out to me and I will inform them as soon as I know when the agendas are set for the November 4th meeting, which will be sometime next week likely.

COMMISSIONER JENSEN: Well, it would be good to see if we could try to let the residents know so that they have that other avenue they can pursue to deal with the questions that are not in the purview of this Commission.

CHAIRMAN ENNES: Yes. I'd like to say we like it when the neighbors come in because they make us aware of some things that we don't normally hear about. But there is nothing we can do with some of those issues. Mr. Oberman, good luck.

COMMISSIONER JENSEN: Kelly.

CHAIRMAN ENNES: Oh, I'm sorry. I'm sorry, Mr. Kelly. So, we have one more point of order. Is that --

MR. HUBBARD: No, this is the last item on the agenda.

CHAIRMAN ENNES: Okay, nothing to sign with plats? Because none of this is done yet, with the building sizes.

MR. HUBBARD: Right, I'll have to get it for you and you'll have to sign it this evening. But other than that, no. Other than that, we have no other business this evening.

COMMISSIONER JENSEN: I move we adjourn.

CHAIRMAN ENNES: And is there a second?

COMMISSIONER LORENZINI: Second.

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COMMISSIONER GREEN: Second.

CHAIRMAN ENNES: All in favor?

(Chorus of ayes.)

CHAIRMAN ENNES: Thank you.

(Whereupon, the above-mentioned petition was adjourned
at 8:41 p.m.)

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PLAN

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

COMMISSION

RE: THE LaSALLE ESTATES SUBDIVISION - 2000 N. CHESTNUT AVENUE - PC# 19-009
PLAT OF SUBDIVISION, VARIATION

REPORT OF PROCEEDINGS had before the Village of
Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village
Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights,
Illinois on the 25th day of September, 2019 at the hour of 7:45 p.m.

MEMBERS PRESENT:

SUSAN DAWSON, Vice-Chair
LYNN JENSEN
MARY JO WARSKOW
JOE LORENZINI
BRUCE GREEN
JOHN SIGALOS
JAY CHERWIN

ALSO PRESENT:

SAM HUBBARD, Development Planner
JAKE SCHMIDT, Assistant Planner

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VICE-CHAIR DAWSON: Okay, well, that was our second item on the agenda. The first item was not here during the roll call. So, could somebody who is not me, I mean, we can move on. Can well the Petitioner that was missing on the first item? Are they present?

MR. HUBBARD: Yes, they are here.

VICE-CHAIR DAWSON: Okay, all right. Thank you. So, we're going to move back to you then and let you proceed with your presentation. Could you please step forward?

MR. KELLY: Sure. I apologize; I was standing in the hallway. I didn't realize the door was open yet.

VICE-CHAIR DAWSON: Sure. Are you the only one who's going to speak on behalf of your petition today? Or are there any others that you would call tonight at this time to give testimony or to --

MR. KELLY: It's just myself that's going to be speaking for it.

VICE-CHAIR DAWSON: Sure thing. Can you give your name, spell it, and your address so I can swear you in please?

MR. KELLY: Sure. It's Sean Kelly, S-e-a-n K-e-l-l-y. My address is 110 East Delaware, Chicago.

VICE-CHAIR DAWSON: Great.

(Witness sworn.)

VICE-CHAIR DAWSON: Terrific, okay. All public notices have been given, is that correct, Sam?

MR. HUBBARD: That's correct, yes.

VICE-CHAIR DAWSON: And Petitioner, have you read the Staff report? And do you have any questions or objections to the condition of approval that's been provided tonight?

MR. KELLY: I do not.

VICE-CHAIR DAWSON: Okay, great. Could you proceed with your report? Thank you.

MR. KELLY: Sure. So, the proposed project is a three-lot subdivision. The current address of the subject property is 2000 North Chestnut.

MR. HUBBARD: You have to press the right button and it should go forward. Switch it on, there's a switch on the side.

MR. KELLY: So, this is the existing site plan that shows the property and condition as it sits today. There's one single-family home located at the center on the site and some outlying trees on LaSalle Street and the shared property line to the property to the south.

Proposed plat of subdivision, so it's a three-lot parcel that essentially, you know, each lot would be just a little bit over 12,000 square feet. Part of the improvement of the subdivision would be widening of Chestnut and LaSalle going westbound because of the streets' current width for the Village standards.

This is the proposed drainage plan, so it's part of the application. This doesn't reflect the actual building footprints, they're just boilerplate pads, but we'll be improving the drainage by way of, you know, it's a newly designed site plan that the engineer will work with the Village Staff to move towards to something that's agreeable. Part of the improvements are going to be two inlets placed on the private property of the development and

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tie them to the street.

Then I also included, these are conceptual but we've started some preliminary plans just to assist us with the balancing of the size of the lots. So, we have elevations and floor plans prepared, but they're certainly not, you know, finished product. They would be unofficial, to include something to give some perspective of, you know, how the homes would sit on this. So, these are the three sites with the buildings.

These are just individual versions of those images with floor plans. Again, we have a long way to go in that second phase, but we had this worked out to be helpful to illustrate. Lot 2, Lot 3, and then some benefits for the development.

So, it's unique in that an in-fill parcel in town, based on my research of, you know, 50-foot lots or 6,000 some odd square feet. Virginia Terrace, you get 8,000 some odd square feet. These are a little bit more than 12,000, so it offers perspective buyers something -- have large sites, a variety of home sizes, price points, floor plans, and elevations.

Then, the benefits to the community, so as I mentioned earlier when the site plan was up on the screen, we're going to be making improvements to both LaSalle and Belmont street widening, and then we'll be placing public walks, curbs, parkway trees, improved drainage. What we're proposing at least on the early end of things is three homes that are consistent with what's going on in the area. Park District and school contributions is part of the permitting process, and then increased tax revenue to the community. That's it.

VICE-CHAIR DAWSON: Great, thank you. Do we have the Staff report?

MR. HUBBARD: Yes, we do. Good evening to the Plan Commission. So, as you heard, the subject property is 2000 North Chestnut Avenue. It's currently zoned R-2 which is a One-Family Dwelling District. On the Comprehensive Plan, it's designated as Single-Family Detached Estate 2. That Comprehensive Plan designation is compatible with the R-2 zoning of the property, so the existing zoning complies with the Comprehensive Plan.

The Petitioner is proposing this evening a plat of subdivision approval to subdivide the property into three lots. So, we have a preliminary plat of subdivision approval this evening, so once a final plat on Mylar is provided with all the signatures, the Petitioner will have to reappear before the Plan Commission and ultimately Village Board for final plat of subdivision approval.

Additionally, they are requesting one variation to reduce the required setback on the eastern side of the development. It's an exterior side yard setback on Lot 3 from 40 feet to 30 feet. This is the only variation that they are requesting. Everything else about the lots conform to code. The lot sizes are compatible and conforming to the minimum required lot size in the R-2 district as well as the lot widths. So, I'll discuss the variation a little bit more as I go through the presentation, but I just want to mention that this was something Staff suggested that Petitioner look into and analyze to see if it was something that could help fit a home on lots. We are supportive of this variation and I'll get into that a little more as I go through the report.

So, to date, the Petitioner has met with the Conceptual Plan Review Committee, that was on May 22nd of this year. I would say the feedback from the Conceptual Plan Review Committee was mostly positive. They believe that the concept had merit, and I don't believe they expressed any major concerns on the conceptual basis of the subdivision of this property.

Here is the aerial of the neighborhood. You can see the subject property is outlined in red, and this shows you where it sits relative to the rest of the

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neighborhood. Here is the subject property. You'll notice that there are three large lots right next to each other on Chestnut, one being the subject property, one to the south, and then another one to the south. Then there are some larger lots up here along the northern part of Chestnut, but by and large, with the exception to these three lots and the lots up here, most of the lot sizes within the neighborhood are considerably smaller than the subject property.

As you heard, the Petitioner will be improving the southern half of LaSalle Street and will be constructing a street in this location. Currently, the street is half constructed and there's just some vegetation and overgrowth on the southern portion of where LaSalle Street should be. So, the Petitioner will be completing that street, will be adding sidewalks and parkway trees as well. Additionally, on the Chestnut side, they will be adding sidewalks and street trees, curbs, gutters, and streetlights if required by Village code. They would be dedicating on the north side 26 feet of land for right-of-way for LaSalle, and 33 feet of land for right-of-way on Chestnut.

Additionally, I will point out that there is, kind of the characteristic of this area in that there is a five-foot wide strip that runs north to south on the western elevation of this property. So, technically, this property only abuts LaSalle Street and Chestnut. There is no actual frontage on the western side where it would abut Walnut because of the existence of this small five-foot wide strip that's owned by an individual that is not the Petitioner.

So, here's a little bit more zoom-in on the property. As you can see today, I'm going to overlay the subdivision on top of here, as you can see, all lots will face north to LaSalle. Part of the reason is that given again the existence of the strip here, it's not possible to have a driveway entrance to the west for Lot 1 because that would cross somebody else's property. As you can see, the street will be finished on the north side with streetlights as required, street trees, and sidewalk.

I would say these lots proposed are 125-foot deep. There was some discussion early on with Staff as far as would this property be more suitable for kind of a two-lot orientation similar to what you see here. As you can see here, these lots are actually only 90 feet wide, whereas the subject property is closer to 125-foot. So, there's a little bit more land, and that wouldn't make quite as much sense here was Staff's preliminary analysis.

Moving forward, this is the plat of subdivision. As we mentioned, the Petitioner is requesting a variation for the exterior side yard setback on Lot 3, that's here. You can see a 30-foot setback is proposed. Code will require a 40-foot setback, and that would look more like this. So, it really doesn't give much room for the home to sit on that site.

We analyzed the homes on the frontage of Chestnut, the exterior side yard setback here is a function of how far set back all of the other homes are on the frontage. Because we have these three large lots on this frontage on Chestnut, several of the homes are built well beyond setback and that kind of skews the average. So, this setback technically is required at 40-foot, but Staff thought it made more sense as a 30-foot setback, as the lots to the south are subdivided in the future, if and when that does happen, they'll be developed with a more consistent setback at the, you know, 30 to 40-foot range based on the average at that time when these homes to the south with large setbacks are removed to accommodate for redevelopment.

So, we felt like it was a reasonable request. We are supportive due to the unique configuration of the site with the spite strip and with the land dedication, and the fact that it was a 300-foot deep lot that actually didn't have dual frontage, that has frontage on

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the west side and the east side as well.

To analyze whether or not the proposed lot sizes are consistent with the lot sizes in the vicinity, we surveyed several properties. You can see here all those properties are shaded. The properties shaded in green are R-2 zoned, similar to the subject property. The properties that are shaded yellow are R-3, and pink is R-1.

So, 128 lots were surveyed. Out of those 128 lots, 115 were in the same zoning district as the subject property. The average size of all those R-2 lots was a little over 15,500, and as you can see, the proposed lot size is just over 12,000. But this number is a little bit skewed because there are these several large properties here, here, and here, and then the ones up here. So, if you take the median of all of the 115 R-2 properties surveyed, the median lot size was approximately 12,273, which is consistent with the 12,003 square-foot lot size proposed in the subdivision. So, we felt like the proposed lot sizes were compatible with the lot sizes in the vicinity.

Again, here is the zoom-in of the property, and I'll just go through some of the lot sizes in the immediate frontages. Again, the proposed lot is just over 12,000 square feet. To the southwest, the lots there are about 12,300 square feet. To the west, the lots here are about 10,000, close to 11,000 square feet. The lots to the north are about 13,000 square feet. Again, this is 11,000, almost 9,000, 9,000, and then again down here we're looking at about 14,770 square feet is the average lot size. So, then there are only two outliers here, and of course to the south just about one acre as well. So, we felt that the proposed lot sizes were generally compatible with the lot sizes in the vicinity, with the exception obviously of the two lots directly to the south.

Relative to the site plan, it's designed to drain to the middle of the lots; in between both lots there's going to be an inlet. It's going to take water to the storm sewer on the street which is eventually going to drain to the detention basin at Ladd Street. Petitioner will be required to provide a fee in lieu of detention which is the standard procedure in order for us to accommodate for the stormwater runoff in the Ladd Street detention basin.

Finally, Staff is recommending approval of this application subject to eight conditions which were detailed in the Staff report. I'm happy to get into detail with those right now if the Plan Commission would prefer, but otherwise that concludes my presentation.

VICE-CHAIR DAWSON: Okay, thank you. Do I have a motion to include the Staff report?

COMMISSIONER JENSEN: So moved.

VICE-CHAIR DAWSON: Second?

COMMISSIONER WARSKOW: Second.

VICE-CHAIR DAWSON: Thank you. All in favor?

(Chorus of ayes.)

VICE-CHAIR DAWSON: Great. Commissioner Cherwin, would you like to start this questioning?

COMMISSIONER CHERWIN: Okay, so I guess in this, I'm going to ask Sam, number three in your recommendation, right-of-way dedication shall be required along the western side of Chestnut. Then, okay, so I got you. All right, so that's really --

VICE-CHAIR DAWSON: Could you go back just to show us the -- thank you.

COMMISSIONER CHERWIN: I'm sorry; there you go. That's what I'm

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looking at in the computer, so, okay. So, that's going to be adjacent to where the relief is. Given that, if the request is for 10 feet additional width, or I'm sorry, 10 feet less width on the setback, it would be adjacent to the dedication of the street.

MR. HUBBARD: Right, correct. It would be on the side, right, adjacent to it.

COMMISSIONER CHERWIN: Okay, and what's with the spite strip? I mean, do we know who owns that? Is that, have we looked at --

MR. HUBBARD: It was owned by an individual that wasn't involved in this area at all for sometime. I heard recently that it's come under the ownership of the property owner directly to the south.

COMMISSIONER CHERWIN: Oh, okay. Well, that's good because that's the guy I was ultimately worried about because they're going to get locked in at some point.

MR. HUBBARD: Right. But I believe that's what's shown on the taxes list.

COMMISSIONER CHERWIN: Okay, all right. Yes, I mean, at this point, I guess I'll just defer to my colleagues. I don't really have any specific questions. We'll see what the public has to say. Thanks.

COMMISSIONER SIGALOS: I was at the Conceptual Plan Review Committee meeting and so I'm familiar with this. I really don't have any questions at this point. I just have a question for Sean. What is your involvement? Are you --

MR. KELLY: So, I work for Chicago Real Estate Resources, a commercial brokerage. I brokered the purchase for the owner and handled the entitlement with the Village Staff.

COMMISSIONER SIGALOS: Okay, I understand. All right, I don't have any other questions, just interested to hear if there's any comments from the audience.

VICE-CHAIR DAWSON: Commissioner Green?

COMMISSIONER GREEN: I think I'll wait to hear what the audience has to say, but I do think it's a good subdivision of the property. I like the fact that the houses across the street directly across LaSalle front obviously the same way. So, your fronting is to a small stretch of its own little street. So, that will be all for now.

VICE-CHAIR DAWSON: Commissioner Lorenzini?

COMMISSIONER LORENZINI: Sam, so with this exhibit, Lot 1 only has a 20-foot side setback because that five-foot strip is owned by somebody, so technically he's not adjacent to the road?

MR. HUBBARD: Yes, thanks for bringing that up. Technically, he's only required about a 10-foot setback there, but in conversations with the Petitioner, because it's going to function more like an exterior side yard, we asked them to bump that up to a 20-foot setback. In combination with the five-foot strip there, that's going to provide at least a 25-foot setback to the west for Lot 1, which is consistent with the other, you know, front yard setbacks to the north.

COMMISSIONER LORENZINI: Okay, so going to Lot 3, he requires a 30-foot setback because he's adjacent to the road?

MR. HUBBARD: Right, yes, it's an exterior side yard.

COMMISSIONER LORENZINI: So, if he was to sell a five-foot strip on that side, he would only need a 20-foot setback, he can gain five feet?

MR. HUBBARD: Well, 10-foot technically.

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COMMISSIONER LORENZINI: Pardon me?

MR. HUBBARD: 10-foot technically if it was going to be a side yard.

COMMISSIONER LORENZINI: Okay, so he can actually sell five feet and gain space.

MR. HUBBARD: No. Not without subdividing.

COMMISSIONER LORENZINI: Just trying to understand here. Okay, then could you go back to your, the matrix where you show the average lot sizes in the area? So, this matrix, you've got some lots sizes that are only 10,875 and 9,525, where do they come into the survey? Where are they figured at?

MR. HUBBARD: Like where are they physically located?

COMMISSIONER LORENZINI: No, no, where, so these are average lot sizes.

MR. HUBBARD: Right.

COMMISSIONER LORENZINI: Where are those averages that's shown, in which line here?

MR. HUBBARD: The averages of all the properties surveyed is here. I mean, obviously, there are some larger lots than 15 and others some 9,000 square feet.

COMMISSIONER LORENZINI: It's in that, okay. Because this kind of made me think that the 12,003 that Mr. Kelly has is smaller than anything out there, but that's really not the case.

MR. HUBBARD: Right, this figure here takes into consideration these lots here which are much larger and these lots here, so you know, it somewhat skews it. That's why when you take the median of all the lots, you're getting kind of more of a weighted average.

COMMISSIONER LORENZINI: Okay, here is that one tree in the northeast corner of Lot 3 that's being saved. How was that chosen? Is that the only significant tree on the site?

MR. HUBBARD: There are two trees to be saved. One was, there are two to the north that were to be saved, three total I believe.

COMMISSIONER LORENZINI: All right.

MR. HUBBARD: Yes, I mean, trees that are outside of the buildable footprint and there is no infrastructure that's going underneath them, typically we ask that those be saved, which was the instance here.

COMMISSIONER LORENZINI: Mr. Kelly showed some nice renderings of potential houses. Have you looked at those before --

MR. HUBBARD: No, they would have to comply with the R-2 standards.

COMMISSIONER LORENZINI: Something like that --

MR. KELLY: I have --

COMMISSIONER LORENZINI: Pardon me?

MR. KELLY: I have -- so those, you know, a couple of things. It's my recollection, I believe R-2 zoning requirement is 10,000 where it's 12,000. The FAR multiplier I believe is like 0.40, and what we have at least prepared to date, those accommodate, those actual plans are compliant with the site square footages.

COMMISSIONER LORENZINI: Okay, that's all I have. Thank you.

MR. KELLY: I just had some early, made some early drawings prepared. In conversations with Sam in the past, you know, I thought if we have something handy, it will be

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helpful to illustrate.

COMMISSIONER LORENZINI: All right, thank you.

COMMISSIONER WARSKOW: I think I'll wait to hear from the public before I ask questions.

VICE-CHAIR DAWSON: Thank you.

COMMISSIONER JENSEN: I will, too, with one exception. I assume that five-foot wide strip of land is irrelevant to our deliberations tonight? Is that, other than as you mentioned, the setback on the side, you did give some variance there, this has nothing to do with our deliberations tonight since it's not part of the Petitioner's petition?

MR. HUBBARD: Right. The movements on that frontage and access on that frontage is not part of the hearing tonight. That's a fair question.

COMMISSIONER JENSEN: I don't have any further questions.

VICE-CHAIR DAWSON: All right, thank you. I will now open it up to public commentary.

MR. KELLY: Thank you.

VICE-CHAIR DAWSON: I'm going to start here on my right, to your left, anybody, can you raise a show of hands? Could you come up to the microphone if you're going to speak? So, I see one person here on the right, two, two who are going to come speak. If you can come on up? Three potentially. State your name, spell your last name, and provide us your address please.

QUESTIONS FROM AUDIENCE

MR. RICHARDS: Sure, thank you. My name is Todd Richards, R-i-c-h-a-r-d-s. I live at 2104 North Walnut Avenue.

This area is a little unique, and I don't know, can you go out to the map where you have the averages calculated? So, if you look at it, Walnut dead-ends at the north end which is where I'm at. It also dead-ends, there's a cul-de-sac at the south end. The only way in and out of this neighborhood is on LaSalle Street. So, it's a benefit that they're widening LaSalle Street because there's always been a concern about fire engines and ambulances getting through there.

I guess I have a concern with the two houses north on LaSalle as well as the three driveways on the subject property all going out onto LaSalle Street, and is that going to create congestion if something is happening that the egress is all out onto a very small area? If you look north on the map to Ladd, which is where the shading ends for the green shading, you can see the Ladd detention pond there, that's a similar width of property, the north end of Ladd Street there, and there are three houses on that like they're putting here. However, one of the houses' driveway goes out onto Chestnut as opposed to all of them coming out onto that street. On Ladd, we only have one house because of the detention pond, so you only have three houses coming off onto Ladd. So, I'm not sure what that has, you know, with that, but it would seem like not having as much congestion on Ladd would be beneficial.

The other thing is the property with, on the corner, the north corner of Chestnut and LaSalle is a bus stop. So, there are houses that get bus service for Greenbrier School, the elementary school, Thomas Middle School, and the high school. That bus stop is on the north corner of LaSalle and Chestnut. So, just anything that we're doing with setbacks, I just

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want to make sure that there's enough visibility of people coming out of this area, that children crossing the street, that's not going to be a problem there. There are no crosswalks, there's no stop sign there. If the house, if Lot 3 exited onto Chestnut, my belief is then that people would not be parking on Chestnut if the driveway was there. By it being onto LaSalle, people could park all along Chestnut, further eroding visibility as you're coming out of that neighborhood.

I guess lastly, well, two other things, one is that five-foot property. I'm at the north end of Walnut, and the Village, I don't know if it's called plat, the plan calls for Norman Street to go through from the park to Chestnut. There was a new house that was allowed to be built on Chestnut, one house per lot. Nothing the Village could do with that, but if some day Norman goes in and comes through to Walnut and the traffic is coming out of LaSalle, you're going to have more traffic coming through that area. So, it seems to me there's a master plan that the Village has, right, because Norman's on there. It's been on there for 80 plus years but it's never been built.

What is the plan for the roadway on Walnut? I would assume that it's to be finished. This five-foot property I understand traded hands just in the last month. If it's the person who's south of it that bought it, there's really not a lot of value to that land. At some point, I think that the Village has got to decide, are we taking that into consideration or not in what we're doing here. As Mr. Lorenzini had said, so somebody could buy up a piece of property, five feet, and now their setback is going to be different. That doesn't make sense to me. You know, it should be finished at least on their portion to comply with the master plan that would be there.

Then lastly is, I want to make sure all of this is in order for the Village, I believe that the rules, because I was reading the documentation, that you have to post a sign on each of the streets that abut the property, that would be two streets. That would be Chestnut and LaSalle. There was only one sign that was put up for this meeting on Chestnut. There was not a sign put up on LaSalle. So, I'm not sure if that's in accordance with the rules for public disclosure for this meeting here tonight. Thank you.

VICE-CHAIR DAWSON: Before you move on, can we address the public notice issue?

MR. HUBBARD: Yes. I mean, two signs would be required, one on LaSalle and one on Chestnut. So, yes, I mean, I don't know how visible a sign on LaSalle on the subject property would be given the overgrowth there. I mean, we can check with the Village attorney after the hearing, you know, and if we have to go back through it and re-advertise, we can. But I would proceed, you know, this evening under the assumption that public notice was made correctly. We'll check with the Village attorney afterwards.

VICE-CHAIR DAWSON: Okay, so I would just make a note to everyone in the audience that we are going to confirm about public notice here. I mean, I can't state that any motions being made would be subject to that, but I know my fellow Commissioners and I would believe that we'll look into public notice. If public notice wasn't properly given, that will be addressed.

So, okay, let's proceed to the next question, thank you, or next comment, thank you.

MR. FABER: Scott Faber, F-a-b-e-r, 2040 North Walnut. My house is just to the west of the subject property, kind of next to that five-foot orphan property.

There was something in the agenda about requiring that the house

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be demolished within six months after the subdivision is approved. I don't know if there's any, I don't know there's a tenant there now or something like that. As part of a subdivision, are the roadway improvements going to be complete when the subdivision takes place or is it when permits are pulled for the homes? Can you answer that this time?

VICE-CHAIR DAWSON: Sam, can you speak to that?

MR. HUBBARD: Yes. Once they apply for permits is when they'll start building the roadway improvements, yes.

MR. FABER: Okay, so the subdivision and much of the house doesn't actually start --

MR. HUBBARD: Correct, right. Some of it is just laying property lines on the property.

MR. FABER: And then, I mean, Todd already brought up the five-foot orphan property. It seems like a subdivision is going to take place in this property, the Village would address that orphan property at this time since it didn't do it when the overall subdivision was created to allow a property that was going to be built before. So, I'm not sure if there's anything that can be done with that. That's it, that's all. Thank you.

VICE-CHAIR DAWSON: Thank you. Hi, again state and spell your last name and your address.

MR. HOFFENKEMP: Dan Hoffenkamp, D-a-n H-o-f-f-e-n-k-a-m-p. I'm at 2008 North Chestnut. I'm probably the last property talked about on the street because I bought that lot, and the house on that lot.

So, looking at the dimensions that you mentioned, I'm not great in square feet but I'm better in acreage, that's about a quarter acre give or take per lot?

VICE-CHAIR DAWSON: Sam, could you put that slide up? You've got a slide that showed the square footage.

MR. HOFFENKEMP: Give or take -- a couple of feet here and there. I guess if you look at -- neighbors just to the north of them, I think their lots are significantly larger than that. Then you showed the picture of the house itself, you can go if you move back up.

MR. HUBBARD: The actual homes, the elevation of homes?

MR. HOFFENKEMP: Yes, the proposed homes, I know they were just for -- when you look at those homes, they have three-car garages. I lived in relatively large lots, you know, growing up in Arlington Heights most of my life. On a quarter acre, a three-car garage doesn't work extremely well. So, you're going to have these giant properties on these smaller lots. I'm assuming that's because when the builder or the proposed builder went to buy the lot, he envisioned three properties for the return he's looking for because probably two not going to work, or maybe it does --

So, I guess one question is do those houses, give or take, based on the size of houses, does that make sense for the size of the lot? I know there's a criteria for how big the house is relative to the land, probably there's a formula for that, I'm not sure what that is, if that's being adhered to. Then likewise, the general price of the property, do we know what that is? I think that's probably concerning most people in the room.

VICE-CHAIR DAWSON: The pricing of the property?

MR. HOFFENKEMP: The pricing of the homes, so what the general pricing of the homes would be.

MR. KELLY: New construction in Arlington Heights typically ranges from

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\$750,000 to \$1 million-ish.

MR. HOFFENKEMP: So, that's 25 percent give or take, right? I feel like you guys have an idea of what the house values are going to be, right? You went through -- to buy the land, the return, the value of the houses, the size of the houses, pricing and all that, right? Probably spent \$400,000-\$500,000 --

MR. KELLY: Give or take.

MR. HOFFENKEMP: So, I think a lot of people would be curious what -- cost of the house would be and then also the size of the house relative to the lot because they may look oversized for the area it's at. It's hard to see that when you're looking at the screen.

VICE-CHAIR DAWSON: At this point, for the lots, we're just doing the subdivision. We haven't approved a home size. We have a projected home size on the lots, but any homes being built would have to comply with code and comply with the Design Commission's approval. So, at this point, Sam, correct me if I'm wrong, we're simply dividing it into, one lot into three for proposed homes being built. We're not approving the homes being built on them.

MR. HOFFENKEMP: Just the subdivision, okay.

VICE-CHAIR DAWSON: Just the fact that there are going to be three lots and that, at this point, again homes that are built on them, it's our assumption, meet with code requirements if, and Staff is telling us three lots, homes can be built that will meet with code requirements. We don't know what's actually going to be built there. That's a whole entire another process.

MR. HOFFENKEMP: Okay.

VICE-CHAIR DAWSON: Okay? So, if they want to design a home, Design Commission has to approve it. If they want to not meet with code, the Zoning Commission has to approve it, okay? Today, it's just subdividing into three for the potential addition of three homes.

MR. HOFFENKEMP: Can you speak of why three versus two?

VICE-CHAIR DAWSON: Well, I think at this time the question is they're proposing three. So, it's not a question of three versus two, it's a question of do you have questions pertaining to three lots there. That's what's in front of us, not two versus three. So, what are your questions pertaining to three lots? I think you've definitely raised some questions. I'm just trying to direct you to what's before us which is the three-lot concept.

MR. HOFFENKEMP: Okay.

VICE-CHAIR DAWSON: He's in the audience.

MR. HOFFENKEMP: They're all relative I guess.

VICE-CHAIR DAWSON: So, if you have questions for him, you can address the questions to us, we can then ask him to come speak on them. But at this point, you're questioning us and Staff.

MR. HOFFENKEMP: Okay, I think I'll yield my questions, and I think you've heard my questions. I think you've heard a lot of the concerns from the folks on just the division of the three lots.

VICE-CHAIR DAWSON: Just to make sure you understand, that when we do close public commentary, it's closed. So, if you have questions, speak them now, don't yield them for a later moment. Kind of your opportunity now.

MR. HOFFENKEMP: Sure.

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VICE-CHAIR DAWSON: So, I don't want you to later think that I pulled a fast one on you and you didn't get to ask your questions, okay?

MR. HOFFENKEMP: Okay, thanks.

VICE-CHAIR DAWSON: Great, thank you. All right, we have more commentary coming in. Again, this is from the right side, I'm not talking to the left side. You're going to, it's coming up, okay. Not shutting you down, everyone gets to talk tonight, okay? So, great, thank you. Again, state your name, spell your last name, and your address.

MR. OBERMAN: My name is Richard Oberman, O-b-e-r-m-a-n. I live at 1970 North Walnut.

I just want to reiterate the importance of getting to the bottom of this five-footage. I live right across the street from that as well. I have children. A lot of the people here have children. It would be wonderful if we could have sidewalks and curbs there instead of the small street. There's like a little bottleneck area that when people park their car in front of their home, it actually could be dangerous when another car is going by. There's very little room to pass.

So, that's no reflection on this gentleman, but if you guys could just, you know, be kind and let, please go by, take a look at it yourself, and see if you can come up with something before you get in further and then now there's no turning back. That's it.

VICE-CHAIR DAWSON: Great, thank you. Hello.

MR. DAMATO: Dan Damato, D-a-m-a-t-o, 2105 North Walnut. I just want to let everyone know that, in 2011, we had flooding on Walnut. Two or three of us had our basements backing up. So, I want to make sure that what stormsewers we're putting in, we're obviously putting in new stormsewers but I don't want to overtax when we already could have a problem in the future.

My other comment is if, are your plans to sell the lots to builders? Or are you wanting to build all three lots?

VICE-CHAIR DAWSON: Again, you'll have to address us.

MR. DAMATO: Sorry.

VICE-CHAIR DAWSON: It's okay. It's easy, he's right there. But technically, you have to address us, and then we can ask him. It's a whole lot of formality.

MR. DAMATO: All right. My question is, if he's going to sell the lots to builders, then that means that they'd be building at different times. Did you say that they were going to improve the lots so that all of the curbs and sewer and water are all put in, and sidewalks, and then they're going to be building the houses? Or are we going to get like a half of a street built and then all of a sudden, you know, two years down the road when he has trouble selling a house, we're going to have, what?

VICE-CHAIR DAWSON: Sure. Sure, I understand. Sam, would you speak to the order which this is being done?

MR. HUBBARD: Yes, he's going to have to pull a permit to put in the public improvements at or before he pulls a permit to build the houses, because he can't build the house without --

MR. DAMATO: To build the subdivision, not the houses? To build the subdivision?

MR. HUBBARD: He's going to have to put in all the underground infrastructure. The actual street half may not be finished, you know, the final binder on the top

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may not be finished on the street until he actually closes out the subdivision, but the Village gets various bonds and deposits so if something were to happen and he were to walk and, you know, go bankrupt, then we could finish the street ourselves by pulling those bonds and deposits.

VICE-CHAIR DAWSON: Okay?

MR. DAMATO: That's it. Thank you.

VICE-CHAIR DAWSON: Great, thank you. Okay, any more on my right? Okay, anybody on my left that wants to come talk? Thank you. Come on up. I'm not going to forget you. You don't have to stand in line and get your legs tired. But it's okay, you can sit, it's one at a time. It's fine, I'm not going to forget you, but come on up. Thank you. Hello, again, state your name, spell your last name, and your address please.

MR. BANNON: Good evening. I'm James Bannon, B-a-n-n-o-n. I'm at 1923 North Chestnut, we're the 14,000 square-foot lot across the street.

So, I guess I have a couple of observations. One is that they're asking for a variation which puts it closer to Chestnut. Then the lot behind them, the house would be set way back, so obviously we'll be looking at the backyards of these houses. Then the house farther down south will also be looking at the backyards. My guess is that the first lot south of them will try to subdivide into four houses, probably two facing Chestnut and two facing Walnut. So, will they ask for the same variation to be closer to Walnut, or closer to Chestnut as well, because otherwise you're going to stair step? So, I think by allowing one variation, you probably are going to set yourself up to having to pull out and exit out to the south. I think it will look goofy because the houses are all set back in that side of the street.

The second thing is just that we have a Petitioner who is asking for a variation, and I would think a variance would normally be based on some sort of hardship or existing condition. We have a -- I don't know why we would have rules and then allow a variation with no good reason. So, we have rules, I would just encourage you let's follow them. Thank you.

VICE-CHAIR DAWSON: Thank you.

MR. CHERNEY: My name is Bill Cherney, C-h-e-r-n-e-y, 2070 North Walnut.

I guess just a couple of concerns. One is, again the Walnut Street five-foot, then not building that as a corner house and having setback not very far back, and then when we develop that street, will there be enough setback there? You know, both for the houses to the north and possibly the houses to the south that will be built, will that be strange?

The other thing is, as Dan kind of talked about, LaSalle Street, if they're building on those properties, the only access they have to those properties for the construction is off LaSalle Street. LaSalle Street is only about one-car width wide. If they are parking trucks and delivery materials and stuff, we're not going to be able to get in and out of Walnut Street, because that's the only way we can get out of our area since that's a dead-end street. So, I feel that they should at least widen LaSalle Street before they start construction so that we can at least get in and out while they're building there, since LaSalle Street is the only way they can access that Lot 1 and 2.

Finally, the setback off of Chestnut, as other people have spoke, it us going to look a little bit funny if the house is closer and everybody else is set back farther. I'm also wondering a little bit about the safety concern in being able to see around the corner there. People do go up and down Chestnut kind of quickly sometimes, and pulling out of LaSalle Street

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onto Chestnut, you know, it's good to have some visibility and see what's out there. There's a house kind of right out to Chestnut Street, it may be kind of difficult to see that. So, thank you.

VICE-CHAIR DAWSON: Thank you. We have another comment? Thank you.

MS. WAYMAN: Good evening. I'm Connie Wayman, W-a-y-m-a-n. I live at 444 West LaSalle Street. I am one of the two properties directly affected by this. I know it's not part of the discussion tonight, the fact that it's three lots as opposed to two. Obviously, I would prefer two lots.

I am very concerned about the number of driveways on LaSalle Street. Ingress in and out is onto LaSalle, and I think it's unfortunate that a neighborhood, I've been there for 29 years, and I've dealt with the property across the street in lots of different ways, but I think it's unfortunate that two lots were not considered. I know money is a huge factor. But looking at the homes that you're coming into, I think it is unfortunate that you're going to squeeze three houses and three more driveways, possibly double-wide driveways depending on the drawings, but we won't know what those are.

If it's going to be three houses, fine. But at least do us a favor and have one of those driveways access one of the other roads, either Chestnut, or buy the five feet of land from this individual. Please buy the land, figure out a way to buy the land. It's ridiculous that it has been there for over 30 years.

That's all I have to say. Thank you for listening. I just wanted you to see one of the faces of the people who are directly affected. Thank you.

(Applause.)

VICE-CHAIR DAWSON: We have another comment. Thank you.

MS. LLOYD: Hi, good evening. I'm an Antija Lloyd, L-l-o-y-d. I live at 2080 North Walnut.

I don't understand the justification for the variance, because I don't see hardship. There's no extenuating circumstances; no challenge related to the property. Nor is there greater community benefit or benefit to the residents. So, I don't understand the justification for a variance. I've never heard of a variance being issued for reasons beyond those types of reasons.

I didn't expect the Petitioner to show proposed drawings today, and I know there will be a Design review. But I just want to spend a little bit of time talking about the character of this particular area. My family recently purchased a home here, and they were looking not at all into Arlington Heights or another kind of suburb, we were looking at Oak Park. So, we're looking for character, okay.

The homes on Walnut are all architecturally distinctive, even though they're similar in scale and massing and bulk. The proposed renderings are extremely bulky, massy buildings that I think would be completely out of scale and out of character, particularly on an extremely small, narrow street. So, I know that we're talking about the zoning view and I realize there are zoning things that the proposed developer would have to comply, but I do want to take the character of this particular block, including the two properties that are on Lafayette, if you can keep that in mind as well when you're talking about this development.

Related to access and ingress, even if the three lots are approved, how is that going to happen when there's no other way to get in or out of Walnut with construction vehicles, a road torn up that is, as my neighbors have mentioned, is barely wide

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enough for one-and-a-half vehicles? How is that going to happen? I don't understand how people can get in and out safely, emergency vehicles can get in and out safely. If the road is going to be widened, there are several trees that would need to be taken down, I believe. I can't even count how many trees, it's a very overgrown property, that face Lafayette.

I'm concerned about the staging of the property, staging of the construction, in terms of construction vehicles, cars parked throughout the neighborhood, supply trucks coming in. I'm just very concerned about the staging and the impact overall on the neighbors.

VICE-CHAIR DAWSON: Just to clarify, you said Lafayette?

MS. LLOYD: Yes. LaSalle, sorry.

VICE-CHAIR DAWSON: LaSalle, okay. Just I was wondering how was, thank you.

MS. LLOYD: No, sorry.

VICE-CHAIR DAWSON: Completely acceptable, yes, thank you. Sam, just really quick before you go back, any comments on the order of, the comment about the street? It does appear to be a narrower street. Is there a comment on how construction could potentially, I mean, is that at this point or do we consider that when it comes to building permit phase?

MR. HUBBARD: Yes, I mean, typically that's decided more as part of the building permit process. I mean, certainly they'll have to preserve access, especially for emergency vehicles through LaSalle Street, because that's really the only way you can access Walnut. It may not be convenient at times as it is today, but it will certainly be more convenient if and when it's constructed to its full width. You know, there may be a need for temporary, you know, closures or some sort of reroute around something, but that's really going to be decided as part of the permit process, so I don't know.

VICE-CHAIR DAWSON: Okay, do we have any more public commentary before I close? Thank you. One more comment and then we're going to be closing public commentary.

MR. VANWAZER: Well, great points here. Roger Vanwazer, V-a-n-w-a-z-e-r. I'm at 2007 North Chestnut, the property just east.

I couldn't agree more with this. I'm very surprised that two lots was not considered. I think it would be much more in keep within the character of our neighborhood.

There are things I'd love to do with my corner lot. I know that they're non-starters because of the setback requirements going down both streets. I don't understand why this, other than for reasons that some suggested, why it's necessary here. That's all I have to say.

VICE-CHAIR DAWSON: Great, thanks.

COMMISSIONER GREEN: Sam, could you just go over how that is determined, the average of the setbacks of the neighboring property and the size of the lot?

MR. HUBBARD: Right. So, the setback here on this property is determined by the average of the front yards on the frontage. So, that's all of the setbacks of these homes that front on Chestnut. So, as you can see here, I don't know if you can see it, but this home is set back approximately 100 feet from the right-of-way line. This approximately may be 100 feet as well. So, when you have large setbacks like that, it skews the required setback for this property.

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So, when Staff was analyzing a reduction from a 40-foot to 30-foot setback, we were looking at the context of the neighborhood. We looked at the properties directly across the street on the opposite edge, all set back at approximately 30 feet. We looked at the bottom of the frontage, set back 24 feet and 27 feet. We figured that when these properties redevelop, too, and are possibly subdivided in the future, the maximum setback there possibly would be 40 feet, or if you want to be more consistent with what's across the street and to the south, we thought a 30-foot setback was appropriate. That was what we were thinking.

COMMISSIONER GREEN: Thank you, Sam. Just wanted to get that out there.

VICE-CHAIR DAWSON: Thanks. Okay, I believe before, because I have not closed public commentary yet, we have one more comment.

MR. BANNON: Sorry, I'm James Bannon again. My neighbor Don Sinclair who is two houses south of this couldn't be here tonight. When they just made a comment, Sam did about when they redevelop this property, his million-plus-dollar house and he's got a special needs child, he's at a sports event tonight, he doesn't plan to redevelop his million-dollar house into four lots. So, he will be looking at the back of these other houses. Is it fair to consider what he may do with this in order to make this decision? So, that setback of 100 feet is going to stay there. What the other property owner is going to do we don't know, so to speculate on that and make a decision based on that I think is incorrect.

VICE-CHAIR DAWSON: Okay, thank you. All right, so any other public commentary? Okay, so at this point, we're going to close the public comments. Again, public commentary is closed and we're moving on to Commissioner comments. I'm going to, we previously started that way. I'm going to start back down here. Commissioner Jensen?

COMMISSIONER JENSEN: Sure. I think we're going to need your help, Sam, in telling us what is within our purview tonight that we need to decide on, of the issues that were raised by the people in the audience. There were a lot of good issues and a lot of concerns about things like the five-foot strip which I asked you earlier is that something we should take into consideration, and you said no. That has to be dealt with I assume by some other process if it's dealt with at all, not by the Plan Commission. But can that issue come before the board with the testimony that they want to give at that point, and maybe they can get some, maybe address it through the Board.

MR. HUBBARD: Well, the issue is that that property is not owned by the Petitioners.

COMMISSIONER JENSEN: Right, I understand, and I understand it's not really our purview.

MR. HUBBARD: It affects the design a little bit of the subdivision, so in that sense we consider it a little bit this evening. But is there any requirement we can place on this individual relating to that property? No, there is not.

COMMISSIONER JENSEN: A couple of other questions I have, there was the concern, and I think we have dealt with these before, of what should be taken into account, whether there should be two lots or three in the subdivision. We have taken a look at that kind of an issue before. I assume that falls within our purview to at least hear from the Petitioner and see what the thinking was on that?

MR. HUBBARD: Yes, we're determining tonight if a three-lot subdivision is appropriate. You could consider a two-lot subdivision in its place.

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COMMISSIONER JENSEN: Maybe we could ask the Petitioner to comment a little bit on that because we did have a number of people speak to that issue.

MR. KELLY: So, with the current zoning, the requirement for the square footage of a site in R-2 zoning I believe is 10,000 square feet. What we propose is a little bit over 12,000. Interior lot width minimums to my recollection are 70. We're proposing something a little bit closer to 100, 93 or 96 feet. So, to put it very simply, what we're proposing exceeds what the minimum floors are for the zoning.

With the improvements that I think would be a benefit to the surrounding neighborhood in terms of, you know, removing a blighted home, clearing out overgrown mulberry trees that obstruct views, ending up with a finished product that has better street conditions on both LaSalle and Chestnut, there's a cost related to that. It becomes unviable at two buildings versus three. At three it's still, you know, it's not like you're ending up with, you're placing a lot of site improvements for simply three sites. It's not a cul-de-sac where you're debating eight doors versus six doors. I think that's, you know, what it boils down to from our perspective.

COMMISSIONER JENSEN: Thank you. Another question, the thought had been raised to have three driveways emptying out onto LaSalle would be a problem and they asked if would you consider changing the orientation of the house that is on Chestnut and LaSalle.

MR. KELLY: Sure. So, I took a few notes and I wanted to speak towards a couple of things, one of which being that. So, you know, today we're discussing, you know, the three-lot subdivision in itself. I'm putting out some, at least conceptual plans, and that was just simply an effort to help visualize for Staff and the neighbors who are here tonight. As far as driveway directions, in this next layer of entitlement if you will, the Design Committee will ask for a variety of things including site plans, elevations. That process will be, you know, it's a public forum also, and the neighbors' input is taken into account.

I wouldn't say that it's, you know, I wouldn't say that it's inconceivable to have a side-load garage on Lot 3. We don't have the option on Lot 1 because of this, you know, spine strip so to say. So, it's something we're open to. It's just a matter of, you know, getting a little bit further down the path on that. We're trying not to put the cart before the horse.

One other point that one of the neighbors had raised was in 2011, some flooding concerns, having flooding. You know, I spoke about this a little bit earlier, the engineering plans can be confusing to look at for me and I look at them all the time. But you know, positive drainage, the lot isn't poorly drained as it fits but it's certainly not what I would consider up to, you know, the expectations of a new development or a new home. So, the grading and the stormwater conditions there should be improved by way of just it being newly placed, professionally graded, having inlets.

Another point that was raised that I wanted to speak a little bit towards is sight lines and safety of people coming and going I guess sort of eastbound on LaSalle to exit that pocket. So, with these site improvements, all those mulberry trees that kind of sit on the fray of the edge of the asphalt and what would become the dedicated new right-of-way, I would imagine it's going to substantially improve by way of those trees are removed. You should have better sight lines.

The concern of, you know, the mechanics or the sequence of events in terms of the roadwork and curb work, you know, that's painful. That's painful for folks to have

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to put up with that. You know, in my experience, and I think Sam spoke towards this concern, but the homes will not be placed and then afterwards the infrastructure would be built. So, we have, just generally speaking, the site cleared, the building demo-ed, trees cleared, engineers come out and mark up all the curb locations. They place the curb, they place binders or something shy of the finished product for the road, and then the homes are built. Then they leave the last inch, inch-and-a-half, whatever it is, for that top coat to the end which is largely because there's heavy equipment coming and going. But that process of placing those improvements is done on the front end, and it will be dusty, right, for a week or whatever the time period is for them to place that. But they'll end up with the neighbors, you know, more comfortable roads coming and going, at least around this subject property.

COMMISSIONER JENSEN: So, you're saying, because that was a concern, what happens during the construction period. So, you're going to basically be widening LaSalle. That is their only the egress, for some of them, to go through LaSalle.

MR. KELLY: Sure, sure.

COMMISSIONER JENSEN: And so, you're widening that. That does help a little bit with the flow of traffic. But their concern, you know, are you going to be in a situation where the traffic gets blocked all together when they're trying to go to work or come home? So, the question is how sensitive are you going to be to the needs of the people who really don't have any other path to get in and out of their home?

MR. KELLY: Sure. So, at the initial placement of like the curb and the binder, it will be done as quickly as it can be regardless of, I mean, there's realistic expectations. I think that the ongoing concern and the pain if you will of the surrounding neighborhood having to deal with construction work, this particular site has the luxury of you've got three side by side building sites that allow for on-site parking, for deliveries, unlike say a typical in-fill site in town that's 50-foot or 63-foot on a block. You don't have this up on the presentation today but there's typically a, there's like a site plan for the construction work where they might show gate access on Chestnut and then, you know, a pad there for deliveries coming and going. But we just have to be mindful of the neighbors, right, because they're going to complain if, I'm sure it's frustrating, and they're right to do so.

COMMISSIONER JENSEN: I guess my last question is for Sam, because we had Ms. Lloyd ask some questions, some of them go to the issue of character of the neighborhood. Maybe you can give us a little guidance on that, because you did do some kind of a survey of the housing around there in terms of lot size and some other aspects. What did Sam take into account in terms of character of the neighborhood and how these proposed houses will fit into that?

MR. HUBBARD: Well, for a subdivision and understanding the character of the neighborhood, you look at it from a lot size perspective, and we did that. We felt like the proposed lot sizes were consistent with the character of the neighborhood in terms of lot sizes. The architecture of the homes, the size, the bulk, the mass of the homes and how they relate to the homes in the existing neighborhood will be discussed as part of any Design Commission approval process for any home on the site.

COMMISSIONER JENSEN: Sure. Well, that's all I have. I would say, as Chairperson Dawson said, we're an approval body, not the one who makes the final decision. You need to get your issues organized so that you can make the comments that you want to make to the Board. I think you raised important issues. It's good for the Petitioner to hear those.

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But you do have one more shot at making your views known when it goes to the Board, and I recommend you take that opportunity. That's all I have.

VICE-CHAIR DAWSON: Commissioner Warskow?

COMMISSIONER WARSKOW: I really only have one question. Sam, what are the traffic, are there stop signs currently at LaSalle and Chestnut?

MR. HUBBARD: No, I don't believe so.

COMMISSIONER WARSKOW: Okay, I did hear concerns about bus stops and, you know, children and all. That's something that can be addressed at a later point, correct, if there is a feel, the need for stop signs there to protect children at a bus stop? That can be considered?

MR. HUBBARD: Yes, absolutely. If, after this is built, it's turned out that there's a huge negative impact on pedestrian safety and traffic, the Village, both of those streets are going to be under Village authority and we can analyze if a stop sign is warranted in this intersection.

COMMISSIONER WARSKOW: Okay, thank you. That's all I have.

VICE-CHAIR DAWSON: Thank you. Commissioner Lorenzini?

COMMISSIONER LORENZINI: Sam, let's just say Lot 3 was rotated 90 degrees and you had the driveway coming out to Chestnut, so now your side yard setback becomes a front yard setback. Would it still require the same setback?

MR. HUBBARD: A front yard setback isn't based on how the home faces, it's based on the shorter of the two elevations on the street. So, you know, this is still going to be the shorter elevation even if the home faced here. So, this is still going to be how, you know, a front yard setback, and this would always be an exterior side yard setback given how this lot is proposed.

COMMISSIONER LORENZINI: Okay, so the setbacks won't change.

MR. HUBBARD: Right.

COMMISSIONER LORENZINI: Second question. Really, this is more for the Engineering Department though. The drainage on each of these lots is designed for what, 20-year flood? 30-year flood? 50-year flood?

MR. HUBBARD: I don't know.

COMMISSIONER LORENZINI: Is it pretty consistent throughout the Village?

MR. HUBBARD: Yes, it's going to have to meet the same engineering standards.

COMMISSIONER LORENZINI: Okay, so then let's just say this is designed for a 20-year flood after the last design for a 20-year flood, it's going to put so much flow into the city sewer system. Can we generally say that, if it's ever approved for the lots going into that city sewer system --

MR. HUBBARD: The Engineering Department analyzed these plans, and they're aware of the proposed inlets and connections to our stormwater system and they have not expressed any concerns of overcapacity at that end flow.

COMMISSIONER LORENZINI: Okay, that's all I have.

VICE-CHAIR DAWSON: Commissioner Green?

COMMISSIONER GREEN: I really don't have any questions. I think it's all been answered.

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VICE-CHAIR DAWSON: Thank you. Commissioner Cherwin?

COMMISSIONER CHERWIN: A question I had, Sam, going back real quickly to the stormwater, I think there was a 2011 event that was referenced that caused some issues. My understanding is, as we think of the neighborhood, that Ladd Street, there was a big stormwater detention area put up in Ladd. Is that serving this neighborhood?

MR. HUBBARD: That's where ultimately the stormwater would discharge, into that basin, yes.

COMMISSIONER CHERWIN: So, you know, that was a relatively recent improvement is my understanding though, right?

MR. HUBBARD: That's my understanding as well, although I don't know the specifics.

COMMISSIONER CHERWIN: So, presumably, you know, we have a pretty nearby stormwater facility, and hopefully it's, I mean, I would imagine it's been designed up to standards and, as you mentioned, Sam, Engineering is going to look at all stormwater requirements anyway on the site.

The other thing I was going to note was the, I think, yes, I'm looking at this, everybody seems to be, you know, kind of pointing towards two, or some of the public have mentioned, you know, two would be preferable to three. So, I'm looking at everything in the context here of does one incremental house, how does that change? It doesn't really change the construction situation. LaSalle is ultimately getting widened, so we just have to make sure that the code is followed, you know, the code is followed, the Construction Department, the Building Department is watching carefully in terms of maybe sort of staging and access is not cut off. I mean, that's going to be the case whether there's two houses there or three houses. So, I think, you know, it's kind of outside of our scope but it's certainly something we're going to make sure is taken care of for the neighbors.

I don't think that, you know, one additional house, from the sight lines and everything, I do agree that I think it will probably improve based on what's there now. I know that issue that was brought up.

I know there was some talk about, you know, kind of the reason of two versus three and some hardship. I know the Petitioner talked about, you know, this is a very small subdivision. In Arlington and I guess in this area in the way this lays out, there are significant improvements that need to be made for a relatively small subdivision. So, there's a lot of costs here, whether you put two or three. To make it work, you know, I understand obviously you're asking for a relatively large land dedication, you know, you're giving dedications on both sides --

MR. KELLY: Forgoing land.

COMMISSIONER CHERWIN: Yes, forgoing land. So, you're giving that up basically. You know, I understand where you're coming from there from an economic in order to make it work.

I think the last issue, too, there was some question about the neighbor to the south. I don't know that that setback it sounds like would change whether it's a front yard setback or a side yard setback. It would still be, with that 100-foot directly to the south, it would still be set back. So, whether the orientation is changed, it probably won't affect that so much. I don't know that one incremental house is going to be the straw that breaks the camel's back onto LaSalle. I guess that's what people are saying.

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Then I think the last issue on the spite strip, somebody had brought up, well, then why don't we buy it? Well, I think the neighbor to the south now owns that. So, I think that probably should be directed, it sounds like somebody knows the neighbor to the south, maybe that question should be directed to the neighbor to the south that now owns it. Potentially, I guess the city could, if that property to the south isn't dedicated, I guess the city could, if they wanted to.

MR. HUBBARD: The street right-of-way width is the full width, and then there is an extra five feet for the strip. So, we don't actually need any dedication at all.

COMMISSIONER CHERWIN: You don't need anything, I got you, okay. So, yes, if folks are concerned about the ability to build a sidewalk or something else on the five-foot strip, I think at this point it's the neighbor to the south, I probably would suggest that. That's all.

VICE-CHAIR DAWSON: Thank you. Commissioner Sigalos?

COMMISSIONER SIGALOS: I don't have any other further questions. I just had a comment regarding concerns for the reconstruction of LaSalle and blocking access to the neighbors, to Walnut and so forth. Again, whether it's two homes being built there, or three homes being built there, that construction cannot prohibit any traffic going back and forth. The contractor is going to have to adhere to building requirements and so forth and maintain open access of that road for the residents. So, that had no bearing on the two lots or three lots. I just wanted to make that comment. I have nothing further.

VICE-CHAIR DAWSON: Thank you. Just to jump on that, one of the comments I had was emergency access vehicles which was the question. There isn't a scenario in which emergency access vehicles would not be able to obtain access to this community. That would be, Sam, I mean, clarify. I mean, that would be a first priority before any other construction, whether or not emergency vehicles could gain access.

MR. HUBBARD: Correct.

VICE-CHAIR DAWSON: Okay, all right. So, just to my comments, one question that I heard in the audience that hasn't been addressed has to do with criteria, plight of the owner. When it comes to special use, we have specific criteria. But this is not that situation. Could you, Sam, speak to that, about why we're not hearing criteria at this hearing?

MR. HUBBARD: We do have criteria for a variation approval, one being that it doesn't alter the essential character of the locality and will be compatible with the existing uses and zoning of nearby property. One is that the plight is due to unique circumstances. One is that the variation is in harmony with the spirit and intent of the chapter. One, that the variation is the minimum necessary to allow reasonable use of the property.

Again, I didn't specifically address these, but when we analyzed the setbacks on the opposite side of the street and then to the north of the street, you know, we felt that the 30-foot setback was within the character of the setbacks along the frontage already, and so would not alter the essential character of the locality, meeting that one criteria standard. We felt there were some unique circumstances on this property given the dedication of land for right-of-way, given the spite strip on the western side. There were some unique characteristics here that we felt were out of control of the Petitioner, and that met that standard.

In harmony with the spirit and intent of the chapter, you know, one of the purposes of the zoning code is to establish reasonable regulations for the construction of buildings and structures. We felt the 30-foot setback was a reasonable regulation given the

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setbacks of the frontage on the opposite side of the street and to the north. So, we do feel like that they met the standards.

VICE-CHAIR DAWSON: All right, so to that end, now it's in the record, the criteria that the Village went through. We haven't taken a vote yet. If it does pass and move forward, or if it fails it could still move forward to the Village Board from Plan Commission, the criteria is now on the record. So, if you have questions or comments about that, that's a great opportunity to bring that up at the next phase, but the criteria has been stated.

One question that's kind of very near and dear to my heart that Commissioner Warskow brought up was stop signs in the area. I know you've answered the question already, but to speak to the greater overall plan of the neighborhood, could you put the subdivision up? Not this, the, yes, thank you.

Just to make it clear, it is not a Plan Commission, it's not within our purview to dictate stop sign and location. Okay, that's a building commission, that's a next phase. I'm just speaking myself as a resident of a community, this isn't in front of us, but Sam, are there any stop signs in this community right now at all?

MR. HUBBARD: Not that I'm aware of. Not in this vicinity. There is no stop sign here or here.

VICE-CHAIR DAWSON: Or here, okay. What about in similar areas we've got here? What are we talking about? To the west, you've got cross streets there. Do they have stop signs there?

MR. HUBBARD: I don't know specifically. I would be surprised if they do have stop signs.

VICE-CHAIR DAWSON: Okay, so simply speaking, as someone who is not living in this neighborhood but is also a resident of Arlington Heights who has lived here for many, many, many years in different areas, okay, stop signs to me, personally, not Plan Commission view, extremely important that people know which way to drive and where to stop. Not our purview here tonight. I'm not making a vote based on whether or not there are stop signs. But I would strongly suggest to you at the next phase, if you feel strongly about stop signs, that you bring that up in the Village Board context and that you approach that at this stage and not wait until after it's been built. Just my opinion, okay. It can be more challenging, and I can speak to this, but again it's not in my purview.

MR. KELLY: I'd like to --

VICE-CHAIR DAWSON: Sure, for sure. It's not even up to you.

MR. KELLY: Sure. So, just so everybody is aware, there's a couple of months of, you know, back and forth between Staff and myself just on dialing in on a bunch of different issues. So, Engineering, Sam had mentioned earlier, I think they had one or two looks at the proposed plans. Round one of comments, round two of comments, and in both instances had given instruction to the engineering firm on modifications. We certainly would have no objection to placing stop signs if we're directed to do so.

VICE-CHAIR DAWSON: Right. Just to make clear, it's not even up to you whether or not there's a stop sign there.

MR. KELLY: Yes, sure.

VICE-CHAIR DAWSON: Not in your control at all, whether or not stop signs exist.

MR. KELLY: Sure. I don't know if -- for like traffic control-wise, things like

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that.

VICE-CHAIR DAWSON: Right. So, again I'm just speaking as a resident of the Village, someone who lived in a community that did not have stop signs, had challenges. Now we have them.

MR. KELLY: Sure.

VICE-CHAIR DAWSON: Recommending to the public bring that up at a later date, not for tonight necessarily. Not going to affect my vote whether or not there are stop signs. Just a resident of the Village of Arlington Heights and recognize the concerns as it relates to schoolchildren and bus stops and having stop signs.

Okay, any other comments? Before I, I just want to make a comment. Somebody had a hand raised earlier. I just want to clarify; I wasn't ignoring you. Public commentary is closed so I can't call on you. I just wanted you to understand why I wasn't calling you back up.

AUDIENCE MEMBER: It's just that --

VICE-CHAIR DAWSON: No, public commentary is closed unfortunately. I just wasn't ignoring you. So, okay, any Commissioners' comments, discussions?

COMMISSIONER JENSEN: Yes, just a couple of comments. I found the comments by Commissioners Cherwin and Sigalos helpful with respect to the construction phase. I hope they gave you some comfort that there would be attention paid to how the construction would be done so that you still would be able to get in and out of your neighborhood. I guess on balance with the widening of the two streets, I think that's going to improve the flow of traffic in the long run. You're going to have some inconvenience during construction, but it seems on balance you're going to be in a better position than you would if these aren't fulfilled here.

So, I think we've got a good discussion. As I said earlier, I think you ought to bring your concerns to the Board if any that remain after this hearing.

VICE-CHAIR DAWSON: Great. Any other comments? Do I have a motion?

COMMISSIONER GREEN: I'd like to make a motion.

A motion to recommend to the Village Board of Trustees approval of PC# 19-009, a Preliminary Plat of Subdivision to subdivide the subject property into three lots, and the following variation:

- 1. A variation from Chapter 28, Section 5.1-2.2, *Required Minimum Yards*, to reduce the required exterior side yard setback on Lot 3 from 40 feet to 30 feet.**

This recommendation shall be subject to the following conditions:

- 1. Final Plat of Subdivision shall be required.**
- 2. The existing home on the subject property must be demolished as part of Final Plat of Subdivision approval, and must be completed no less than six months after recording of the Final Plat of Subdivision.**
- 3. Right-of-way dedication shall be required along the western side of Chestnut Avenue (33 feet) and along the southern side of LaSalle Street (26 feet), and both**

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right-of-ways shall be fully improved to comply with Village requirements.

4. A Design Commission application shall be required for all new homes proposed on the subject property.
5. A \$9,002 fee in lieu of on-site detention shall be required.
6. Land contribution fees shall be required for Lots 1 and 3.
7. The tree preservation and landscape plan shall be revised so that the eight-inch mulberry tree that is slated for preservation shall be removed and replaced with a State Street maple tree, and the three State Street maple trees proposed along Chestnut Avenue be revised to be ivory silk Japanese lilac trees.
8. The Petitioner shall comply with all federal, state, and Village codes, regulations, and policies.

VICE-CHAIR DAWSON: Okay, do I have a second?

COMMISSIONER SIGALOS: I'll second that.

VICE-CHAIR DAWSON: Great. Roll call please, Sam.

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. HUBBARD: Vice-Chair Dawson.

VICE-CHAIR DAWSON: Yes, with comment.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Yes, with comment.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

VICE-CHAIR DAWSON: Great. Commissioner Lorenzini, your comment?

COMMISSIONER LORENZINI: Yes. I just want to say that I think this project brings a lot of benefits to the Village including right-of-way dedication, fee in lieu of, taxes, the land contributions. But I think, you know, the Petitioner should consider, I don't know how, personally I think it looks good the way it's laid out, but if you rotate one of the houses and make it safer and more compatible with the community, you should probably consider that.

AUDIENCE MEMBER: Can you guys speak up please? We can't really hear you back here. We only got one speaker working over there. Sorry.

VICE-CHAIR DAWSON: We'll try. Okay, got it. So, okay, thank you, Commissioner Lorenzini. So, to my comment, I concur with Commissioner Lorenzini. Let's leave open the direction of the homes if we can make it safe for the neighborhood. But also I just want to reiterate my comments earlier on stop signs in the neighborhood and that I would really like to see the Village consider putting stop signs and/or yield signs in place here, particularly if there is a bus stop for children, to make sure that traffic flow, everyone knows which way to go, who has to stop and, you know, all of those issues, as someone who has personally experienced the aggravation of not having stop signs in my neighborhood.

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Okay, so with that, we have a unanimous approval from the Plan Commission. Again, recommendation body only, to go on to Village Board. All of your comments, everyone who's here tonight, welcome to come back to Village Board. To clarify again, our purview is small; Village Board's purview, larger, okay? So, come back, the Village Board will definitely hear you, listen to you. They'll also read all of your comments as they've been stated tonight. If you feel that you weren't heard, they will welcome you back that evening. But again, we have one little purview that we look at tonight and you received unanimous approval.

Sam, do you have any idea when this will go to the Village Board?

MR. HUBBARD: Yes, we're targeting the October 7th meeting, but I will say based on the faulty notification with the public hearing stuff, we may not move forward on that. We may have to come back again for the same hearing just for the proper notification.

VICE-CHAIR DAWSON: And thank you, Sam, for bringing that back because I think with all the public commentary that existed after that, it may have been a little lost in all of our questions and comments. But thank you for pointing that out. If public notice wasn't efficient or correct, we will have to redo. So, rest assured, Staff is looking into that.

Okay, so you've received at this point unanimous approval from us.

MR. KELLY: Thank you.

VICE-CHAIR DAWSON: Thank you. Okay. All right, so Sam, anything else on the agenda this evening?

MR. HUBBARD: That's the last item on the agenda. Our next meeting is not going to occur in October due to the, I believe it's Yom Kippur or Rosh Hashanah holiday. So, our next meeting will be the second meeting in October.

VICE-CHAIR DAWSON: Sorry, say that again? Our next meeting won't occur because?

MR. HUBBARD: Yes, we're scheduled to have a regular meeting on October 9th. That's been canceled due to a holiday, religious holiday. So, I think the only meeting we're going to have in October is October --

VICE-CHAIR DAWSON: 23rd?

MR. HUBBARD: -- 23rd.

VICE-CHAIR DAWSON: Do we have that? All right, I've got it on my calendar here. I'm just trying to make sure it's official, 23rd, okay. Anybody want to hang out or do I have a motion?

COMMISSIONER WARSKOW: I have a motion to adjourn.

COMMISSIONER GREEN: Second.

VICE-CHAIR DAWSON: All right. All in favor?

(Chorus of ayes.)

VICE-CHAIR DAWSON: Thanks everyone.

(Whereupon, the public hearing on the above petition was adjourned at 9:10 p.m.)

Site Aerial



Lasalle St

Lasalle St

Juniper Ln

Juniper Ln

Chestnut Ave

Walnut Ave

Ridge Ave

Highland Ave

Palatine Rd



Regarding:

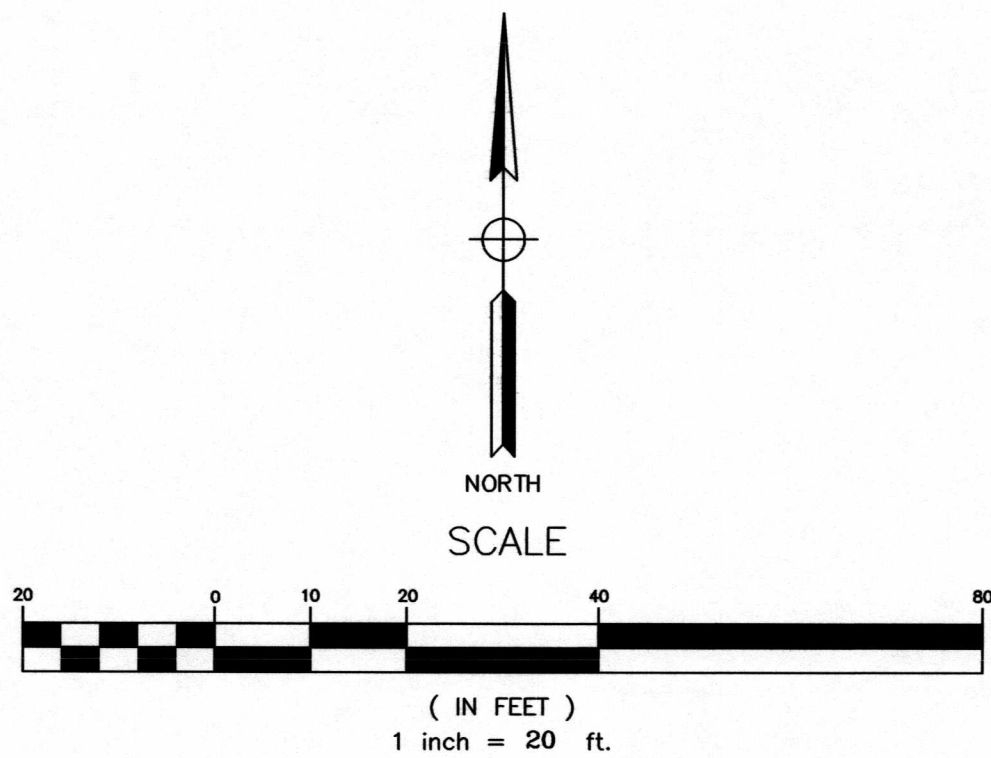
**Proposed 3 Lot subdivision located at
2000 N. Chestnut Arlington Heights IL 60004
PIN Number 03-18-401-085-0000**

To whom it may concern:

It is our goal to create a new (3) lot subdivision to be known as "The Estates of La Salle" located at the above referenced address. We are to the best of our knowledge working within the rules and regulations of the underling zoning code and will not need to seek any variances. We have worked with staff through the preliminary concept process and received approval from the Conceptual Plan Review Committee on May 22nd 2019. Our Engineering Firm I.G. Consulting will be working with the Engineering Department to finalize all requirements per village code. The subject property currently has a tenant in place and we would ask that as part of our final approval of the subdivision we would be allowed up to 6 months to demolish the existing home while the architectural plans are being developed, taking through the design review committee process and finally building permit submittal process. In addition, attached please find a copy of the deed from the purchase of the property as proof of ownership per the application requirements. We look forward to working with staff on finalizing this subdivision.

PLAT OF SURVEY

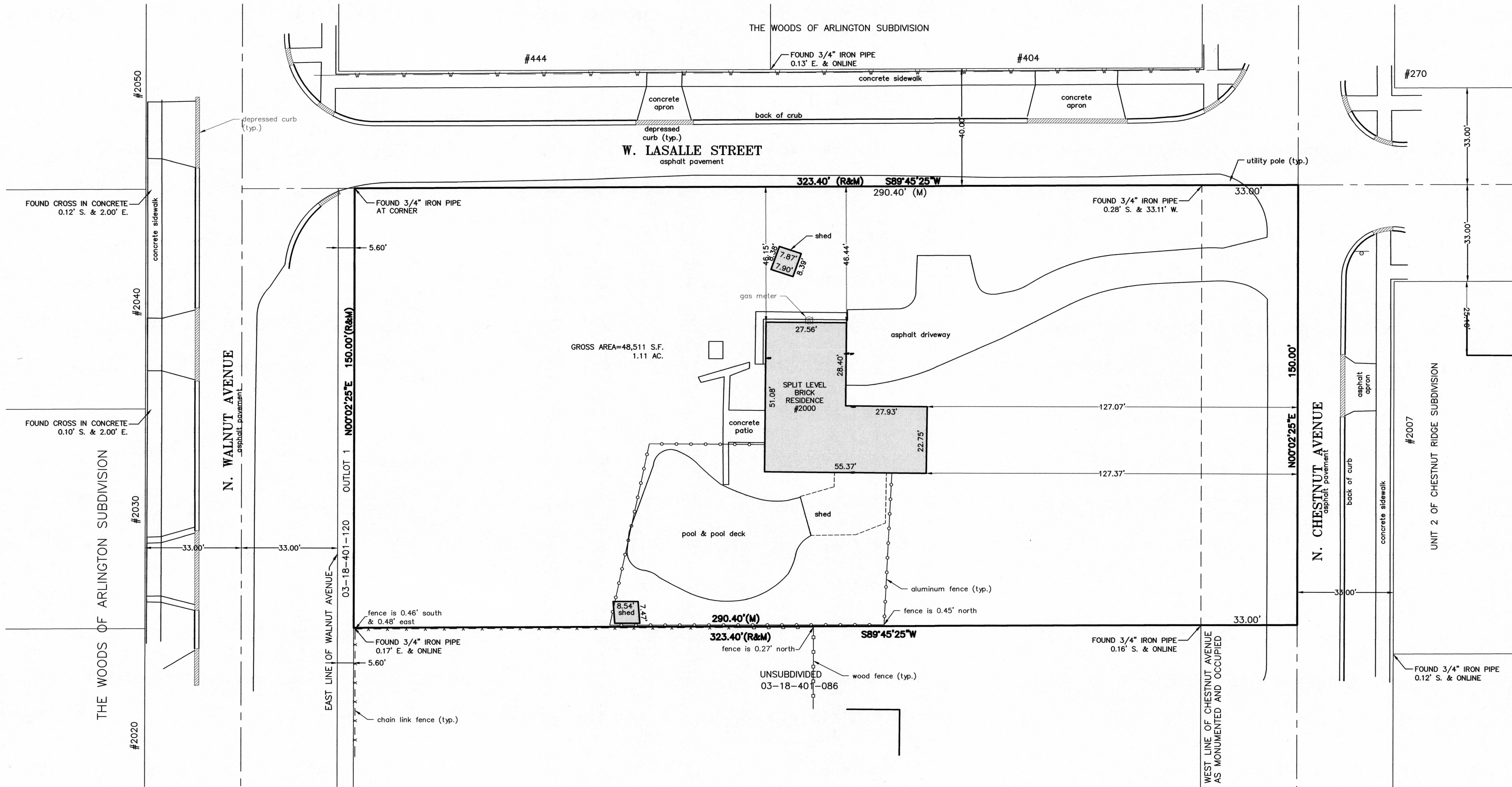
OF
THE NORTH 150 FEET OF THE SOUTH 900 FEET OF THE EAST 323.40 FEET OF THE WEST 718 FEET OF THAT PART OF THE EAST HALF OF THE
SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE
OF PALATINE ROAD, IN COOK COUNTY, ILLINOIS.



ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF.
NO DIMENSIONS TO BE ASSUMED FROM SCALING.

COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT
AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

ONLY THOSE BUILDING LINE RESTRICTIONS OR EASEMENTS SHOWN ON
A RECORDED SUBDIVISION PLAT ARE SHOWN HEREON UNLESS THE
DESCRIPTIONS ORDERED TO BE SURVEYED CONTAINS A PROPER
DESCRIPTION OF THE REQUIRED BUILDING LINES OR EASEMENTS.



PLAT OF SURVEY
THE LASALLE ESTATES
2000 CHESTNUT AVENUE
ARLINGTON HEIGHTS, ILLINOIS

PROJECT NUMBER
19642

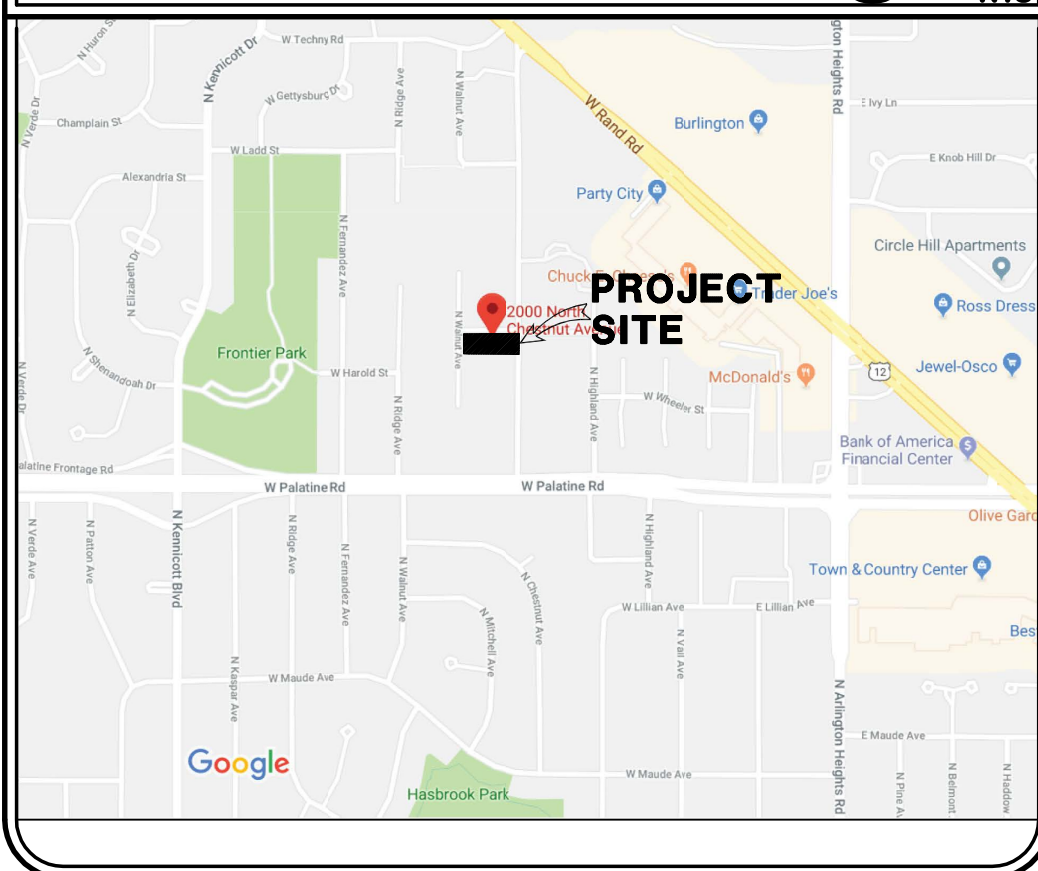
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300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1177
1123 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 | ig@igconsulting.net
PREPARED FOR: THE STANDARD GROUP, LLC
FIELD CREW: D.J. FIELD WORK: 04/30/19 DRAFTED BY: S.R.M. CHECKED BY: KL
SCALE: 1"=20'

STATE OF ILLINOIS
S.S.
THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS MINIMUM STANDARDS OF
PRACTICE APPLICABLE FOR A BOUNDARY SURVEY.
WHEELING, IL JUNE 14th, A.D. 2019.
BY: *[Signature]*
ILLINOIS PROFESSIONAL LAND SURVEYOR #3681
LICENSE EXPIRES NOVEMBER 30, 2020



PREPARED: 06/14/19

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BEING A SUBDIVISION OF

THE NORTH 150 FEET OF THE SOUTH 900 FEET OF THE EAST 323.40 FEET OF THE WEST 718 FEET OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF PALATINE ROAD, IN COOK COUNTY, ILLINOIS.

EXISTING PIN AFFECTED

2000 N CHESTNUT AVENUE -

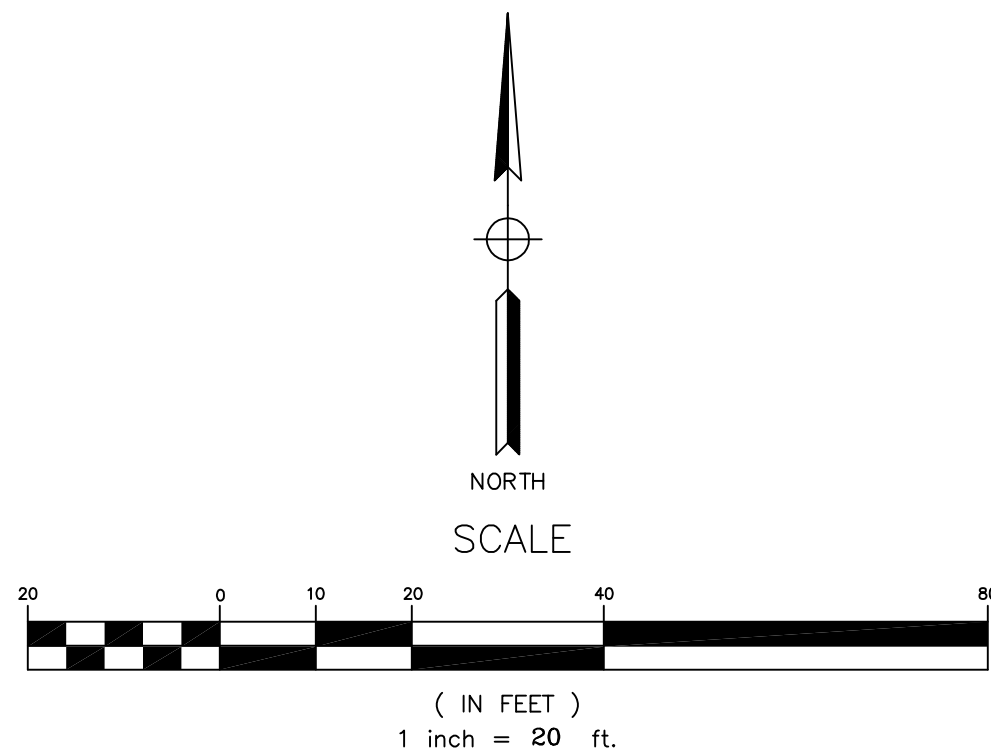
03-18-401-085

REVISED: 09/17/19
REVISED: 08/20/19
REVISED: 05/20/19
PREPARED: 04/25/19

NEW ASSIGNED ADDRESSEES

LOT 1 ____ W LASALLE STREET
LOT 2 ____ W LASALLE STREET
LOT 3 ____ W LASALLE STREET

TAX BILL SENT TO:
THE STANDARD GROUP, LLC
2842 N. RIVERDALE
CHICAGO, ILLINOIS, 60618



ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF.
NO DIMENSIONS TO BE ASSUMED FROM SCALING.

COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT
AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

ONLY THOSE BUILDING LINE RESTRICTIONS OR EASEMENTS SHOWN ON A RECORDED SUBDIVISION PLAT ARE SHOWN HEREON UNLESS THE DESCRIPTIONS ORDERED TO BE SURVEYED CONTAINS A PROPER DESCRIPTION OF THE REQUIRED BUILDING LINES OR EASEMENTS.

RIGHT OF WAY DEDICATION

THE NORTH 26.0 FEET AND THE EAST 33.0 FEET OF THE FOLLOWING TRACT:
THE NORTH 150 FEET OF THE EAST 900 FEET OF THE EAST 323.40 FEET OF THE WEST 718 FEET OF THAT PART OF THE EAST HALF OF THE
SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE
OF PALATINE ROAD, IN COOK COUNTY, ILLINOIS.

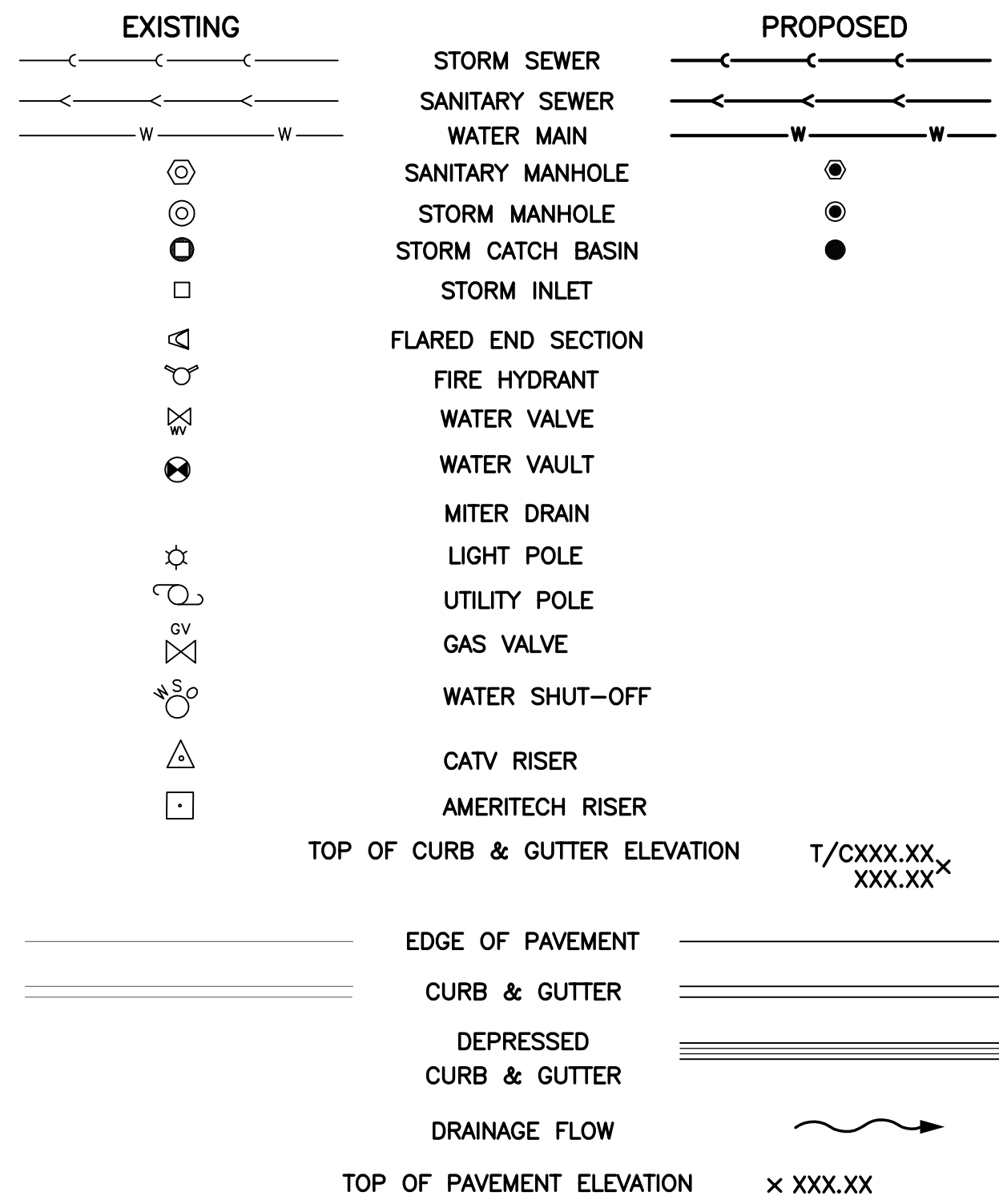
PRELIMINARY PLAT OF SUBDIVISION
THE LASALLE ESTATES
LASALLE STREET
ARLINGTON HEIGHTS, ILLINOIS

PROJECT NUMBER
19642

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THE LASALLE ESTATES SUBDIVISION
WEST LASALLE STREET
ARLINGTON HEIGHTS, ILLINOIS
2019

LEGEND

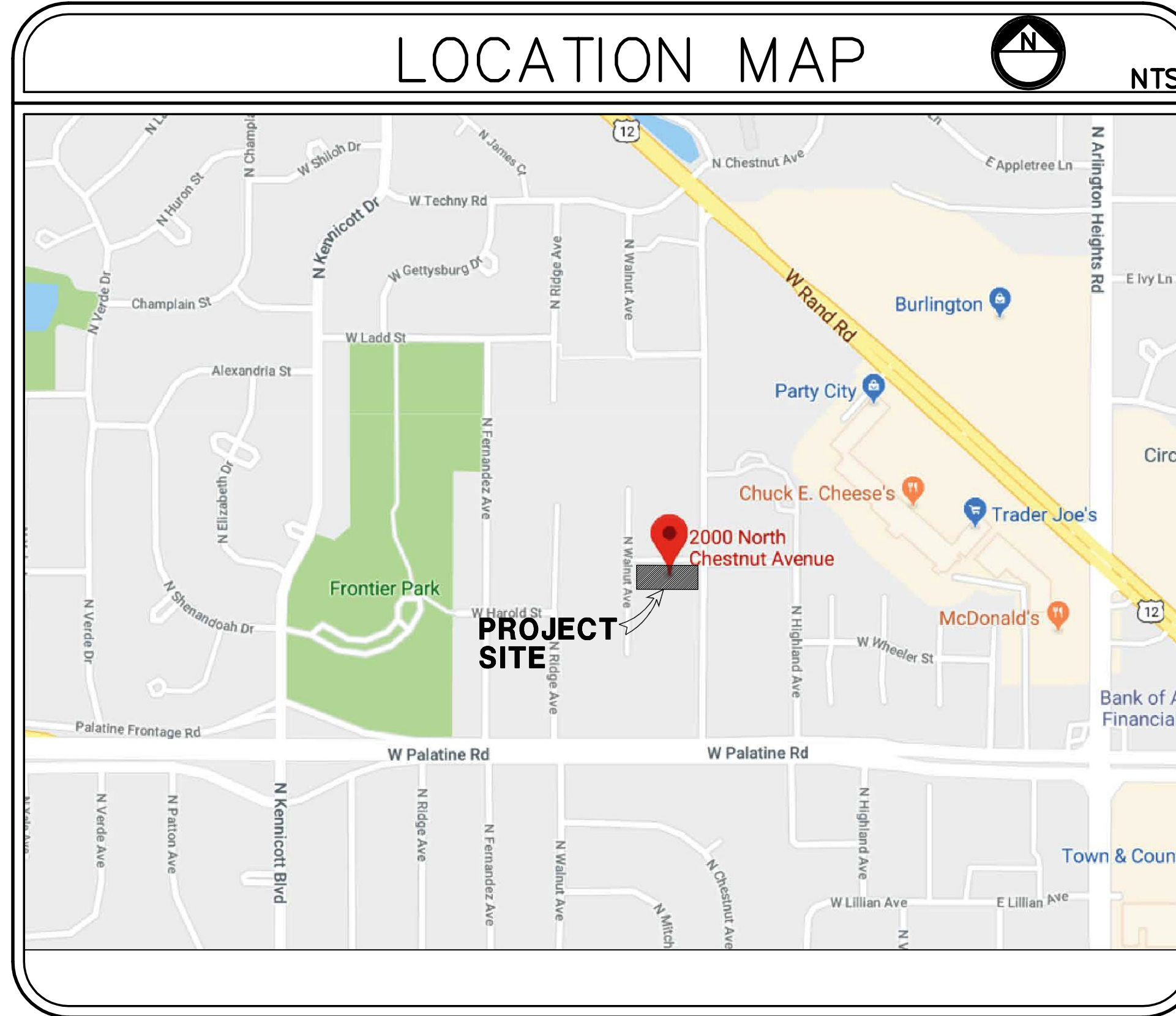


SITE BENCHMARK:
NORTHERLY BONNET BOLT ON FIRE HYDRANT LOCATED
APPROX. 20.7' SOUTHWEST OF THE NORTHWEST CORNER
OF THE SUBJECT PROPERTYLINE.

ELEVATION=719.90 (NAVD 88)

**THE CONTRACTOR MUST CALL DIGGER
FOR THE LOCATION AND STAKING OF
EXISTING UNDERGROUND UTILITIES
(GAS, ELECTRIC, TELEPHONE, ETC.) AT
1-312-742-9070 48 HOURS PRIOR
TO CONSTRUCTION.**

LOCATION MAP



COOK COUNTY, SECTION 18, TOWNSHIP 42 N, RANGE 11 E

INDEX

- 1 - COVER SHEET
- 2 - EXISTING CONDITIONS & TREE PRESERVATION PLAN
- 3 - SITE DEVELOPMENT PLAN
- 4 - LANDSCAPE PLAN
- 5 - EROSION CONTROL PLAN
- 6 - PROJECT NOTES & SPECIFICATIONS
- 7 - DETAILS

NOTE:

CONTRACTOR MUST VERIFY LOCATIONS, DEPTHS, MATERIALS AND POTENTIAL CONFLICTS PRIOR TO BIDDING AND CONSTRUCTING THE PROPOSED IMPROVEMENTS. SUCH VERIFICATION SHALL ALSO INCLUDE FACILITIES OWNED AND OPERATED BY VARIOUS UTILITY COMPANIES.

ALL ROADWAY CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ALL AMENDMENTS THERETO AS ADOPTED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION (I.D.O.T.)

STORM SEWER, SANITARY SEWER AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (STANDARD SPECIFICATIONS). LATEST ISSUE

[illegible]

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1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH: (262) 878-6200 | ig@consulting.net

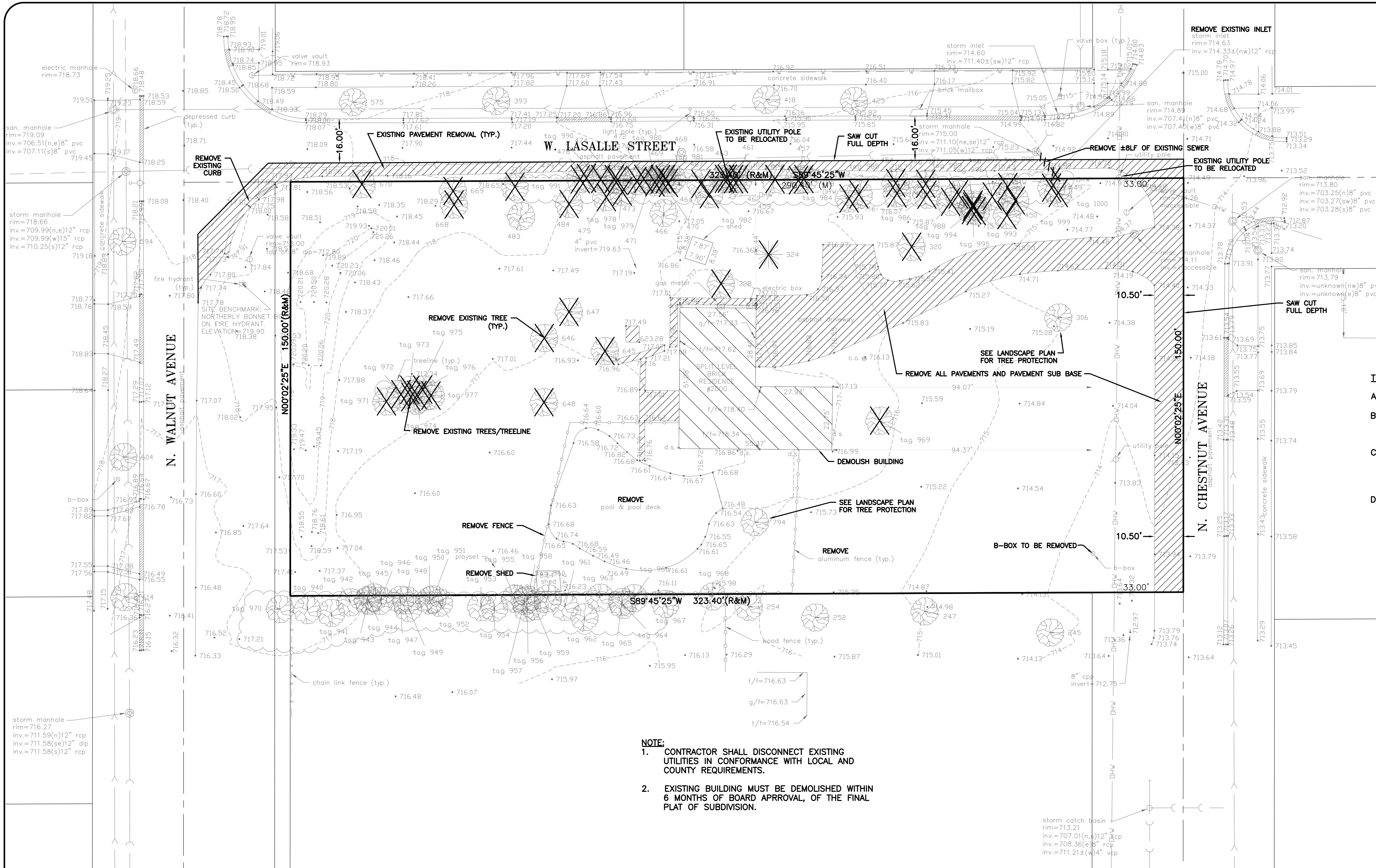
LASALLE ESTATES
WEST LASALLE STREET
ARLINGTON HEIGHTS, ILLINOIS

PROJECT No.
19642

1 of 7

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FIRM NO. 184-001330



TAG #	DBH (INCHES)	Common Name	Scientific Name	COND.	Form	REMAIN	REMOVED	NOTES
245	31"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3	X		BLACK TAR SPOT DISEASE
247	*	SILVER MAPLE	<i>Acer saccharinum</i>	3	3	X		* = MULTI LIMB 35" AT 1" AGL, BLACK TAR SPOT DISEASE
252	27"	HONEY LOCUST	<i>Gleditsia triacanthos</i>	3	3	X		
254	32"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3	X		BLACK TAR SPOT DISEASE
306	27"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3	X		BLACK TAR SPOT DISEASE
320	7",7",7",5"	COMMON CRABAPPLE	<i>Malus</i>	4	3		X	TRUNK ROT
324	10"	BLACK SPRUCE	<i>Picea mariana</i>	4	4		X	
328	16", 11"	DEAD/DYING		5	4		X	TRUNK ROT
449	9"	AMERICAN ELM	<i>Ulmus americana</i>	3	4		X	OVERHEAD WIRES THROUGH CANOPY
450	9"	AMERICAN ELM	<i>Ulmus americana</i>	4	3		X	TRUNK ROT, 10% DIEBACK
454	12"	BOX ELDER	<i>Acer negundo</i>	4	4		X	OVERHEAD WIRES THROUGH CANOPY, 20% DIEBACK
455	8"	AMERICAN ELM	<i>Ulmus americana</i>	3	4		X	COMPETING TREE FOR TRUNK SPACE
457	10"	AMERICAN ELM	<i>Ulmus americana</i>	4	4		X	LIMB DAMAGE
458	10"	BOX ELDER	<i>Acer negundo</i>	3	3		X	
459	14", 11"	DEAD		5	5		X	DEAD
461	12"	AMERICAN ELM	<i>Ulmus americana</i>	4	4		X	20% DIEBACK
462	16"	AMERICAN ELM	<i>Ulmus americana</i>	3	3		X	
463	8"	AMERICAN ELM	<i>Ulmus americana</i>	3	3		X	
464	8"	BOX ELDER	<i>Acer negundo</i>	3	4		X	
466	8"	MULBERRY	<i>Morus alba</i>	3	3	X		
467	8"	BOX ELDER	<i>Acer negundo</i>	3	4		X	
468	12"	AMERICAN ELM	<i>Ulmus americana</i>	5	5		X	DEAD
469	6"	AMERICAN ELM	<i>Ulmus americana</i>	3	4		X	COMPETING WITH ADJACENT TREE
471	26"	AMERICAN ELM	<i>Ulmus americana</i>	3	3		X	COMPETING WITH ADJACENT TREE
472	20",14"	AMERICAN ELM	<i>Ulmus americana</i>	3	3		X	COMPETING WITH ADJACENT TREE
473	9"	BOX ELDER	<i>Acer negundo</i>	3	4		X	>30" LEAN
474	9"	AMERICAN ELM	<i>Ulmus americana</i>	4	3		X	COMPETING WITH ADJACENT TREE
475	18"	AMERICAN ELM	<i>Ulmus americana</i>	4	3		X	COMPETING WITH ADJACENT TREE
478	9"	AMERICAN ELM	<i>Ulmus americana</i>				X	
479	26"	AMERICAN ELM	<i>Ulmus americana</i>	4	3		X	
483	19"	BLACK WALNUT	<i>Juglans nigra</i>	2	3	X		
484	6"	MULBERRY	<i>Morus alba</i>	4	4		X	50% DIEBACK
645	24"	HONEY LOCUST	<i>Gleditsia triacanthos</i>	3	3		X	
646	10"	BUTTERNUT	<i>Juglans cinerea</i>	5	4		X	50% DIEBACK
647	18"	BUTTERNUT	<i>Juglans cinerea</i>	4	3		X	30% DIEBACK
648	36"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3		X	
668	33"	BOX ELDER	<i>Acer negundo</i>	4	5		X	TRUNK ROT
669	6",4"	BUCKTHORN	<i>Rhamnus cathartica</i>	4	4		X	

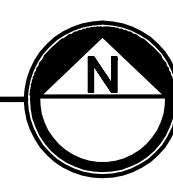
TAG #	DBH (INCHES)	Common Name	Scientific Name	COND.	Form	REMAIN	REMOVED	NOTES
670	21"	CORKSCREW WILLOW	<i>Salix matsudana</i>	3	4		X	20% DIEBACK
670	13"	AMERICAN ELM	<i>Ulmus americana</i>	3	4		X	
794	29"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3	X		BLACK TAR SPOT DISEASE
940	*	BUCKTHORN	<i>Rhamnus cathartica</i>	4	4	X		* = MULTI LIMB 4" & SMALLER
941	5"	DEAD		5	5		X	
942	48"	SILVER MAPLE	<i>Acer saccharinum</i>	2	2	X		
943	4",4"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
944	4"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
945	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
946	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
947	3",3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
948	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
949	4"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
950	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
951	5",4"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
952	6"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
953	7",6"	BUCKTHORN	<i>Rhamnus cathartica</i>	4	4	X		INCLUDED BARK TRUNK DAMAGE
954	4"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
955	4"	AMERICAN ELM	<i>Ulmus americana</i>	3	4	X		
956	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
957	19"	AMERICAN ELM	<i>Ulmus americana</i>	4	4	X		COMPETING WITH ADJACENT TREE
958	5"	BUCKTHORN	<i>Rhamnus cathartica</i>	4	4	X		COMPETING WITH ADJACENT TREE
959	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
960	5"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
961	4",3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
962	19"	DEAD		5	5		X	HIGHRISE TREE TO PRIVATE PROPERTY
963	5"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
964	5"	SILVER MAPLE	<i>Acer saccharinum</i>	3	4	X		
965	5"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
966	4"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
967	3",3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
968	5",3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		
969	*	COMMON CRABAPPLE	<i>Malus</i>	4	3		X	* = MULTI LIMB 10" AT 1" AGL
970	*	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3	X		* = MULTI LIMB 3" & SMALLER
971	9"	SILVER MAPLE	<i>Acer saccharinum</i>	3	4		X	BLACK TAR SPOT DISEASE
972	14"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3		X	BLACK TAR SPOT DISEASE
973	12"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3		X	BLACK TAR SPOT DISEASE
974	15"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3		X	BLACK TAR SPOT DISEASE

TAG #	DBH (INCHES)	Common Name	Scientific Name	COND.	Form	REMAIN	REMOVED	NOTES
975	10",7"	SILVER MAPLE	<i>Acer saccharinum</i>	4	4		X	7" TRUNK DEAD, BLACK TAR SPOT DISEASE
976	10"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3		X	BLACK TAR SPOT DISEASE
977	6"	SILVER MAPLE	<i>Acer saccharinum</i>	3	4		X	BLACK TAR SPOT DISEASE
978	5"	BOX ELDER	<i>Acer negundo</i>	4	4		X	
979	4"	BOX ELDER	<i>Acer negundo</i>	4	4		X	
980	4"	BOX ELDER	<i>Acer negundo</i>	4	4		X	
981	5"	DEAD		5	5		X	
982	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3		X	
983	5"	DEAD		5	5		X	
984	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3		X	
985	*	DEAD/DYING		5	5		X	* = MULTI LIMB 3" & SMALLER
986	4"	DEAD		5	5		X	
987	5"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	4		X	
988	4"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3		X	
989	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3		X	
992	3" & SMALLER	BUCKTHORN	<i>Rhamnus cathartica</i>	5	5		X	DEAD/DYING
993	3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	4		X	
994	6"	SILVER MAPLE	<i>Acer saccharinum</i>	3	3		X	BLACK TAR SPOT DISEASE
995	4",4",3"	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3		X	
996	5"	BOX ELDER	<i>Acer negundo</i>	5	5		X	DEAD/DYING
997	5",5"	BUCKTHORN	<i>Rhamnus cathartica</i>	5	5		X	DEAD/DYING
998	4"	BUCKTHORN	<i>Rhamnus cathartica</i>	5	5		X	DEAD
999	5"	BUCKTHORN	<i>Rhamnus cathartica</i>	5	5		X	DEAD/DYING
1000	3" & SMALLER	BUCKTHORN	<i>Rhamnus cathartica</i>	3	3		X	

TREE INVENTORY PERFORMED BY DERRICK JENNER, ISA CERTIFICATION NUMBER IL-9131A ON AUGUST 16, 2019

EXISTING CONDITIONS & TREE PRESERVATION PLAN

- PLAT OF TOPOGRAPHY PREPARED BY IG CONSULTING INC., 300 MARQUARDT DRIVE, WHEELING, ILLINOIS, (847) 215-1133 JOB# 19642



REVISIONS			
DATE	DESCRIPTION	DRAWN BY	D.D.D.
08/20/19	VILLAGE REVIEW		

ig CONSULTING, INC.
CONSULTING CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 FAX (847) 215-1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 ig@igconsulting.net

EXISTING CONDITIONS & TREE PRESERVATION PLAN
DATE: 06/13/2019
SCALE: 1"=20'

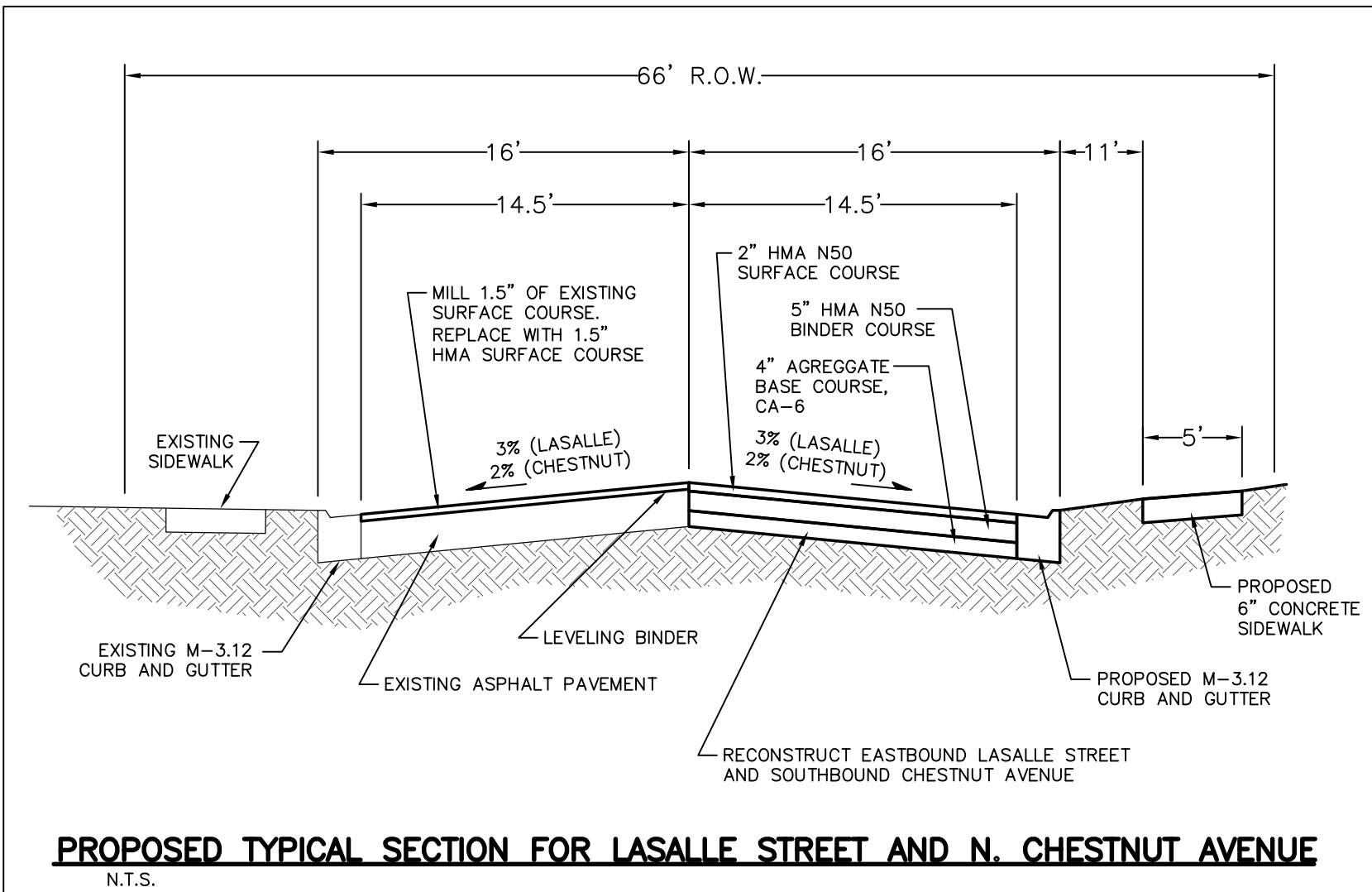
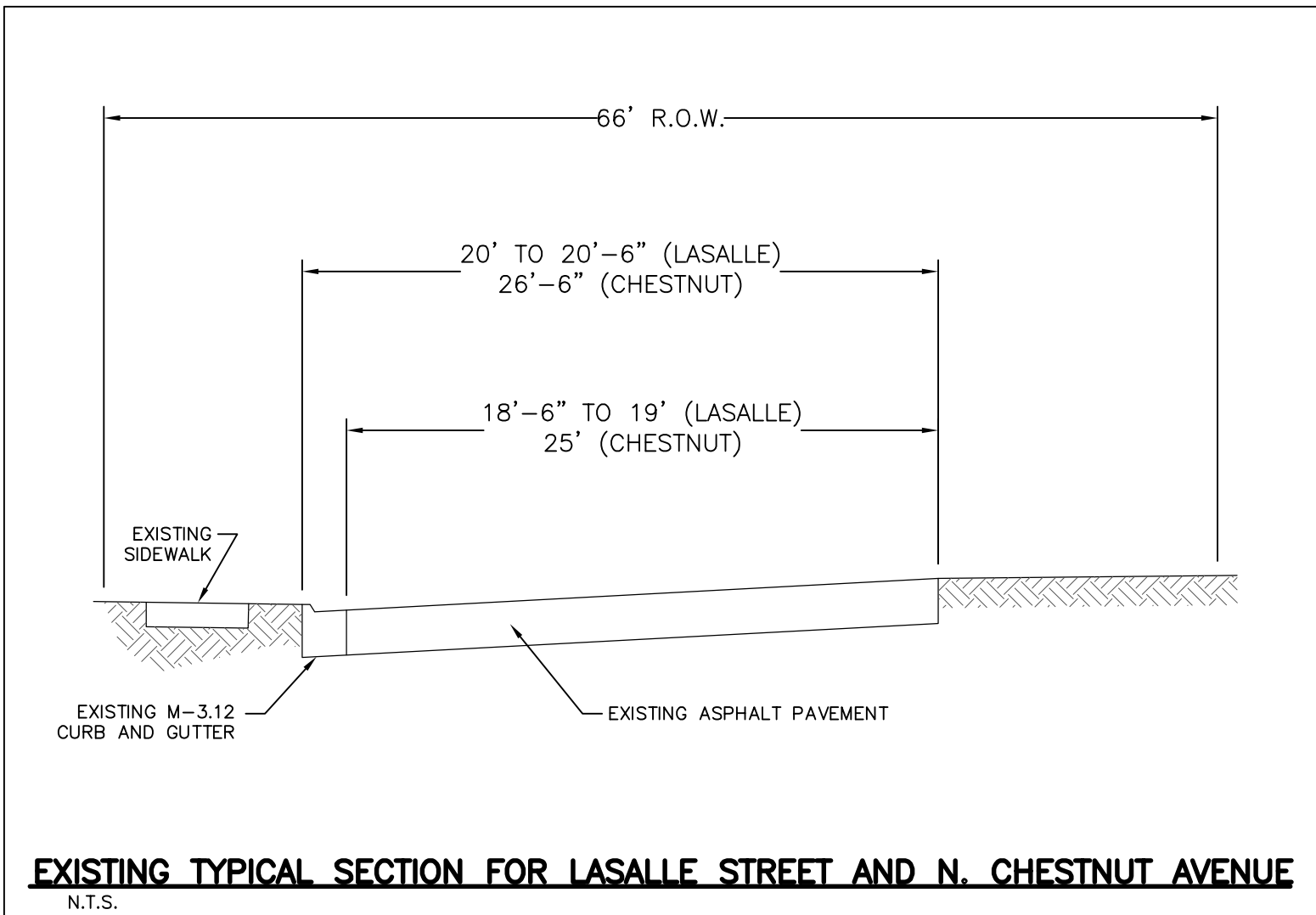
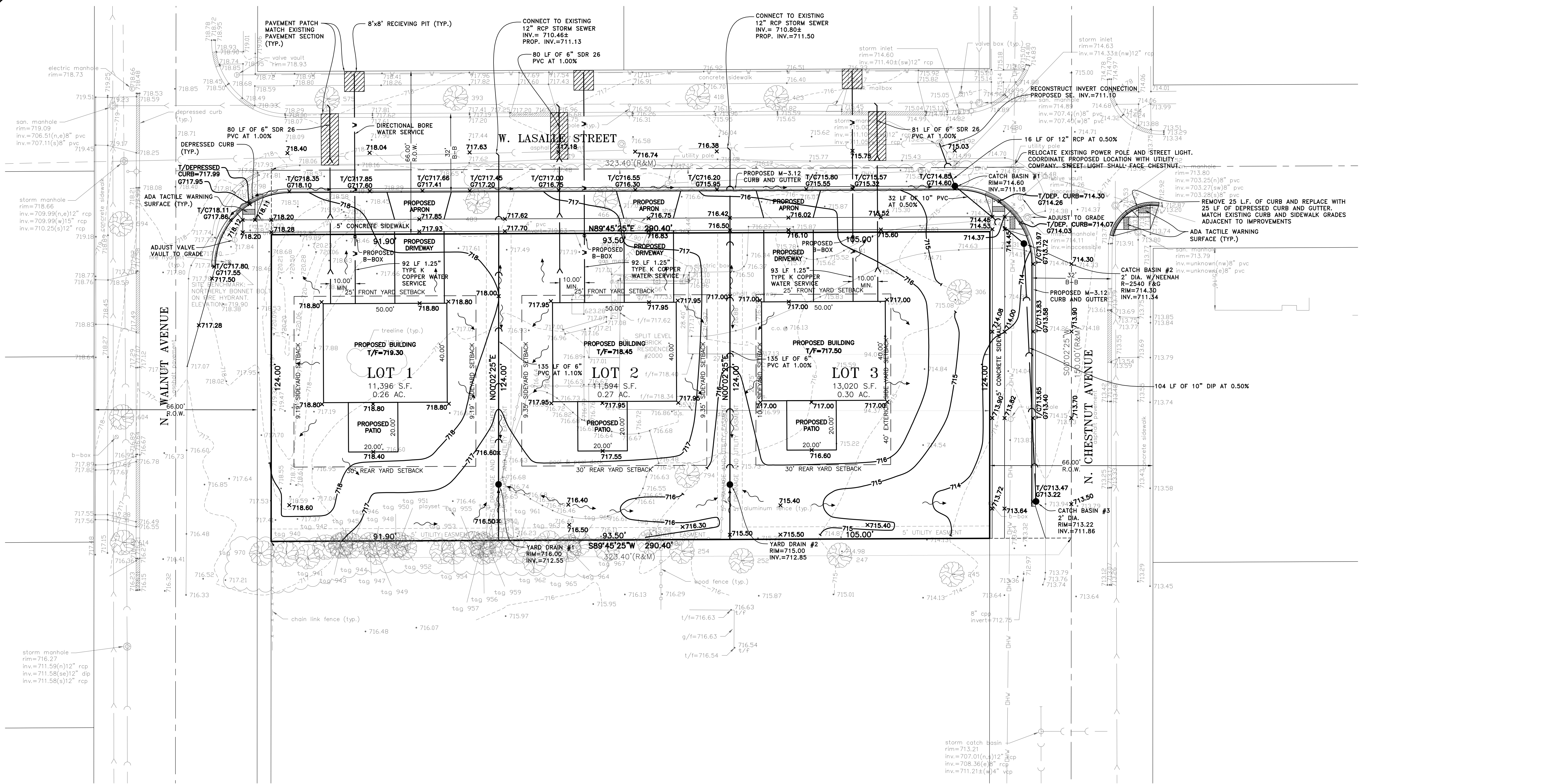
LASALLE ESTATES

WEST LASALLE STREET

ARLINGTON HEIGHTS, ILLINOIS

PROJECT No.
19642

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SITE DEVELOPMENT PLAN

1. PLAT OF TOPOGRAPHY PREPARED BY IG CONSULTING INC.,
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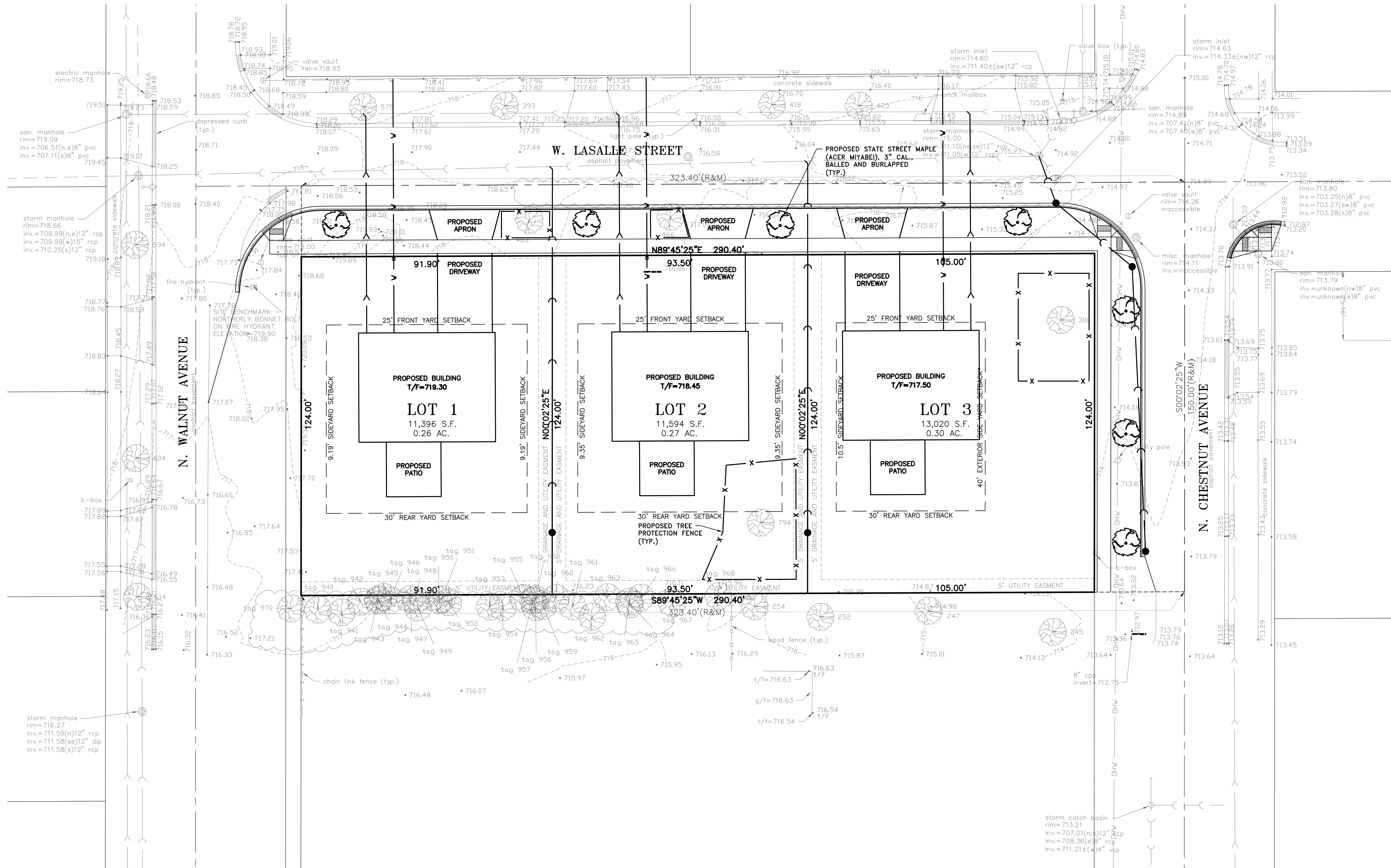
**IG CONSULTING, INC.**
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SITE DEVELOPMENT PLAN
SCALE: 1"=20'
DATE: 06/13/2019
DRAWING: D.D.D.

LASALLE ESTATES

WEST LASALLE STREET

ARLINGTON HEIGHTS, ILLINOIS



TREE PRESERVATION DURING CONSTRUCTION

- A. Grading and construction equipment – All grading and construction equipment shall be forbidden from encroaching upon the tree's drip line.
- B. Material detrimental to trees – Crushed limestone and other materials detrimental to trees shall not be dumped within the drip line of any tree nor at any higher location where drainage toward the tree could conceivably affect the health of the tree.
- C. Installation of snow fencing – Snow fencing shall be installed during construction at the periphery of the tree's drip line. In areas where a tree is in the construction zone and fencing the drip line is not possible, two by six inch by eight foot long boards banded or wired around each trunk shall be provided as protection to adequately prevent scarring.
- D. During construction – If trees have their roots exposed, the roots are to be pruned. If exposed roots are greater than two inches, the tree crown is to be pruned to compensate for the root loss. Also, the tree shall be watered and fertilized.

LANDSCAPE PLAN

1. PLAT OF TOPOGRAPHY PREPARED BY IG CONSULTING INC.,
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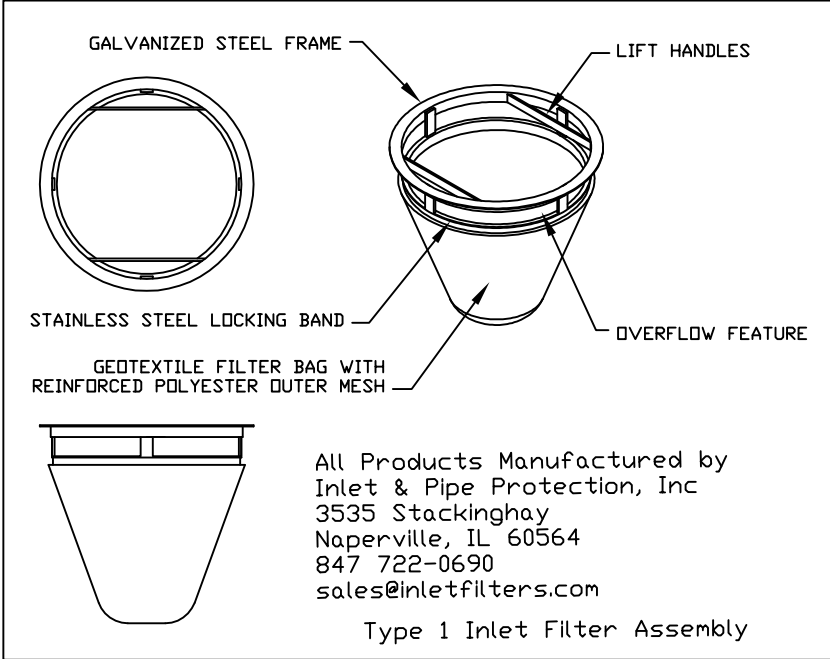
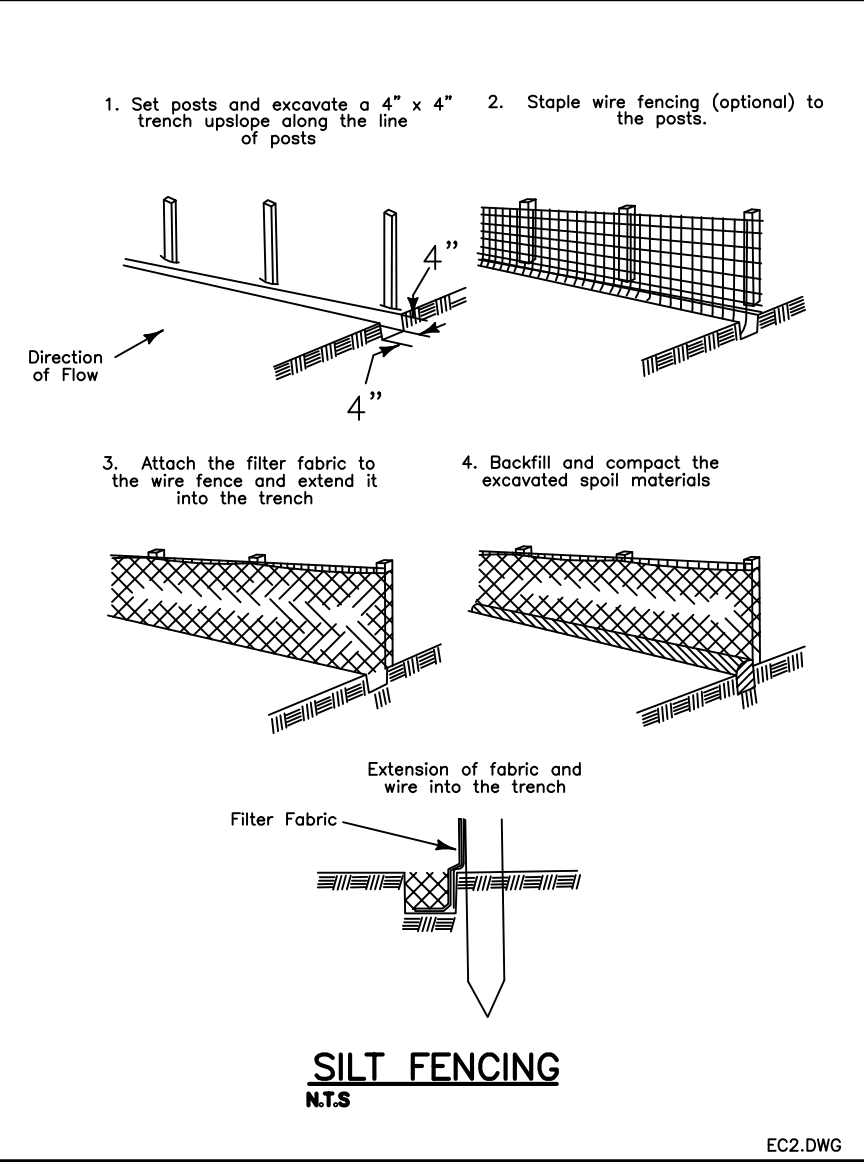
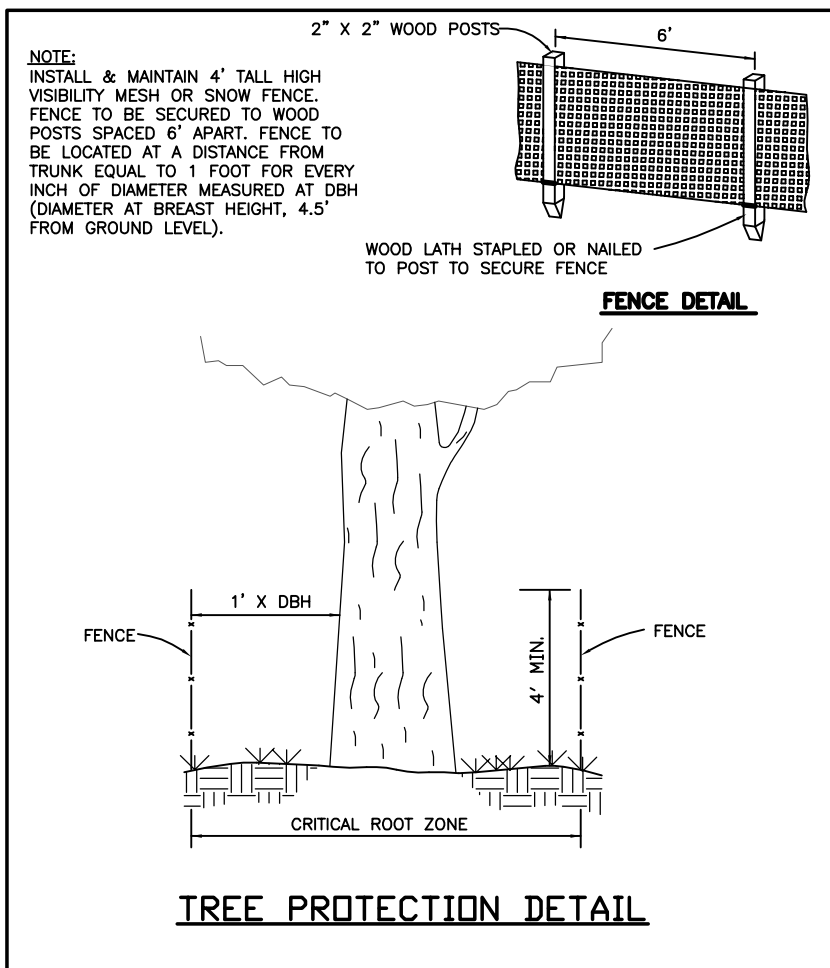
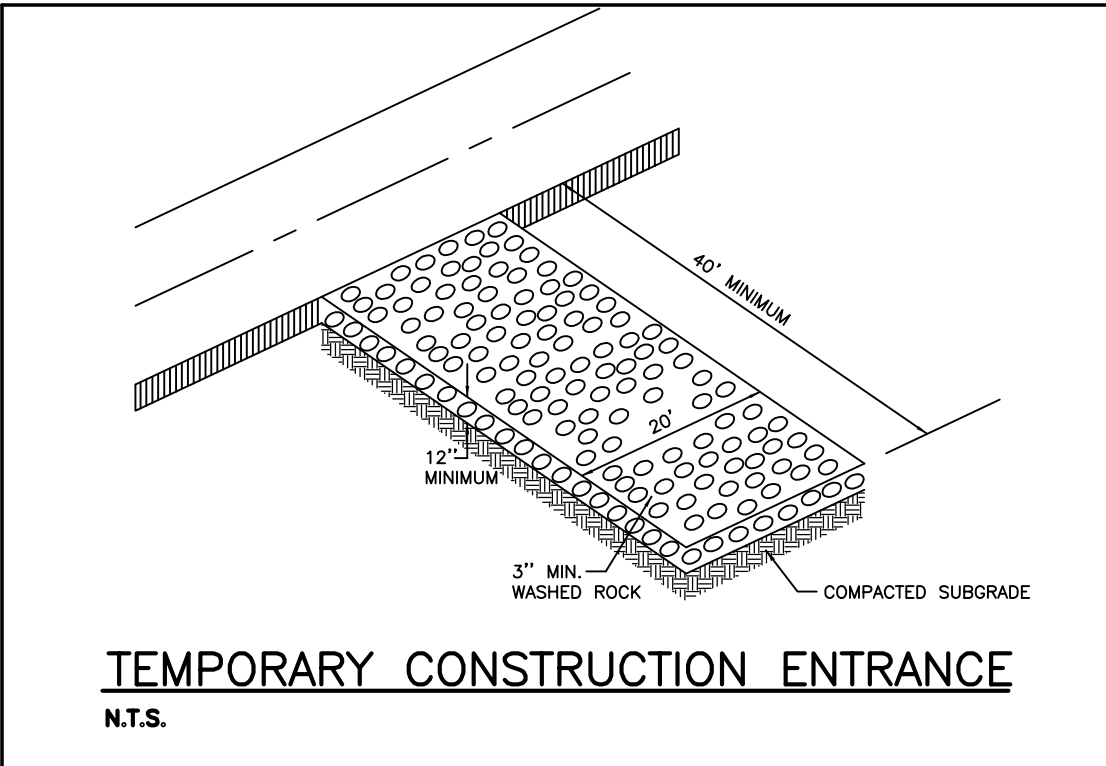
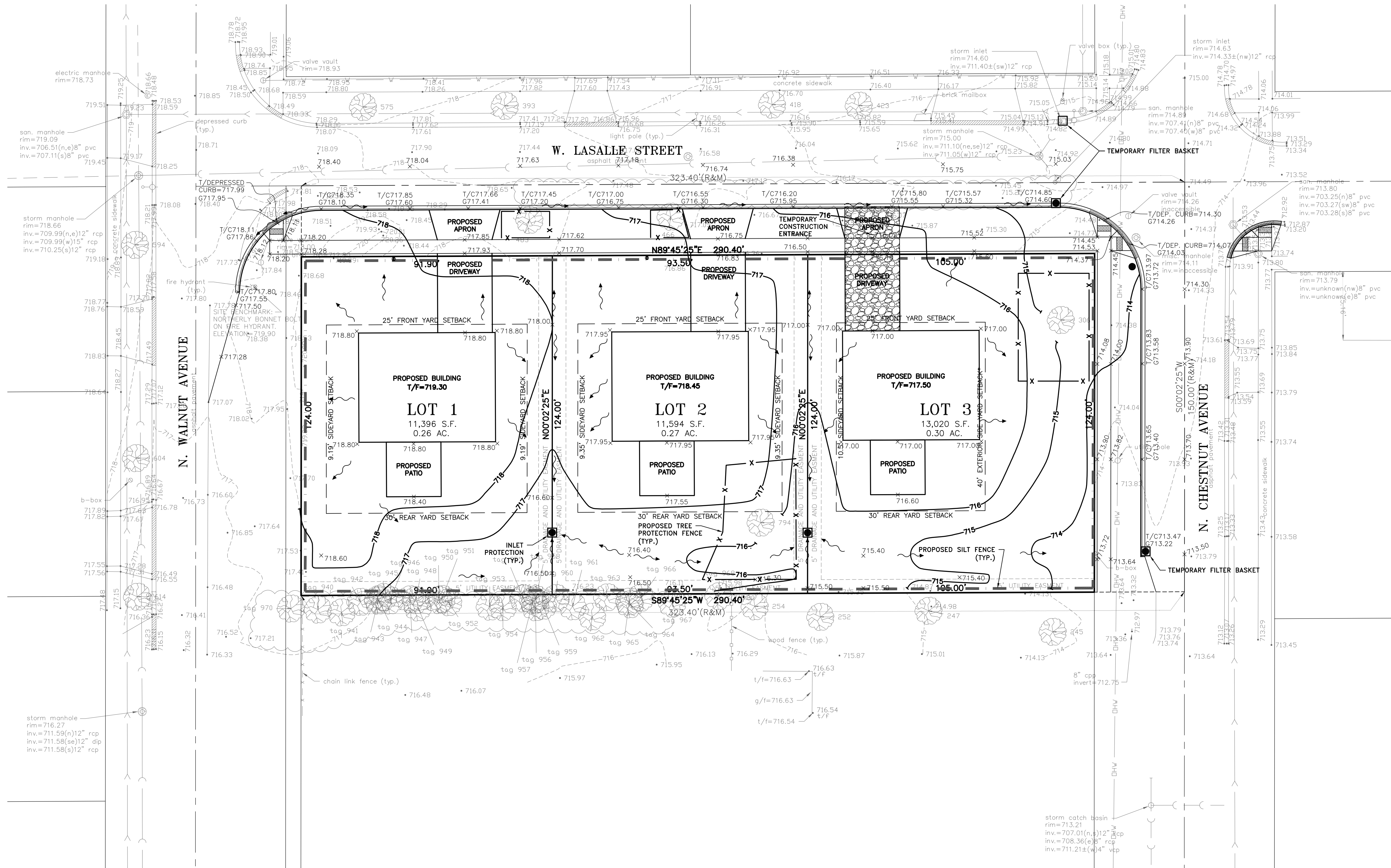
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LANDSCAPE PLAN

DESIGN: J.K. DRAFTING: D.D.D. DATE: 06/13/2019 SCALE: 1"=20' FIRM NO. 184-C01330

REVISIONS	
DATE	DESCRIPTION
08/20/19	VILLAGE REVIEW
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- SEQUENCE OF CONSTRUCTION**
- THE SITE WILL BE ACCESSED FROM THE LOCATIONS INDICATED ON THIS PLAN. FOR ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTION TO REMOVE ALL DIRT AND DEBRIS FROM RIDGE AVENUE DURING THE COURSE OF CONSTRUCTION.
 - INSTALL SILT FENCE AS SHOWN ON PLAN. INSTALL TEMPORARY CONSTRUCTION ENTRANCE.
 - TEMPORARY PARKING OF CONSTRUCTION VEHICLES SHALL BE ON SITE, ONLY AS NECESSARY. STORAGE OF CONSTRUCTION MATERIALS WILL BE ONSITE AND SHALL NOT OBSTRUCT VEHICLE MOVEMENT.
 - STRIP TOPSOIL AND STOCKPILE. SEED AND STABILIZE STOCKPILE IMMEDIATELY UPON COMPLETION OF STOCKPILE. GRADE THE PROPOSED IMPROVEMENT AREAS. EXCESS SOIL OVERBURDEN SHALL BE REMOVED AS NECESSARY. ONSITE AND OFFSITE DRAINAGE SHALL NOT BE BLOCKED. DRAINAGE SHALL BE ROUTED TO PERMANENT OR TEMPORARY SWALES DURING CONSTRUCTION. INLET PROTECTION WILL BE INSTALLED IN ALL EXISTING AND PROPOSED CATCH BASINS SURROUNDING THE CONSTRUCTION AREA. STOCKPILES, IF ANY, SHALL BE PROTECTED WITH PERIMETER SILT FENCING AND MUST BE STABILIZED WITH SEEDING.
 - INSTALL UNDERGROUND UTILITIES AND FRANCHISE UTILITIES. CONSTRUCT PAVEMENT AND WALKS.
 - CATCH BASINS LOCATED IN GRASS (PERVIOUS) AREAS SHALL HAVE TEMPORARY FILTER BASKETS AND/OR SILT FENCE (INLET PROTECTION) SURROUNDING EACH INLET. SEE DETAIL.

EROSION CONTROL PLAN

- PLAT OF TOPOGRAPHY PREPARED BY IG CONSULTING INC., 300 MARQUARDT DRIVE, WHEELING, ILLINOIS, (847) 215-1133 JOB# 19642

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IG CONSULTING, INC.
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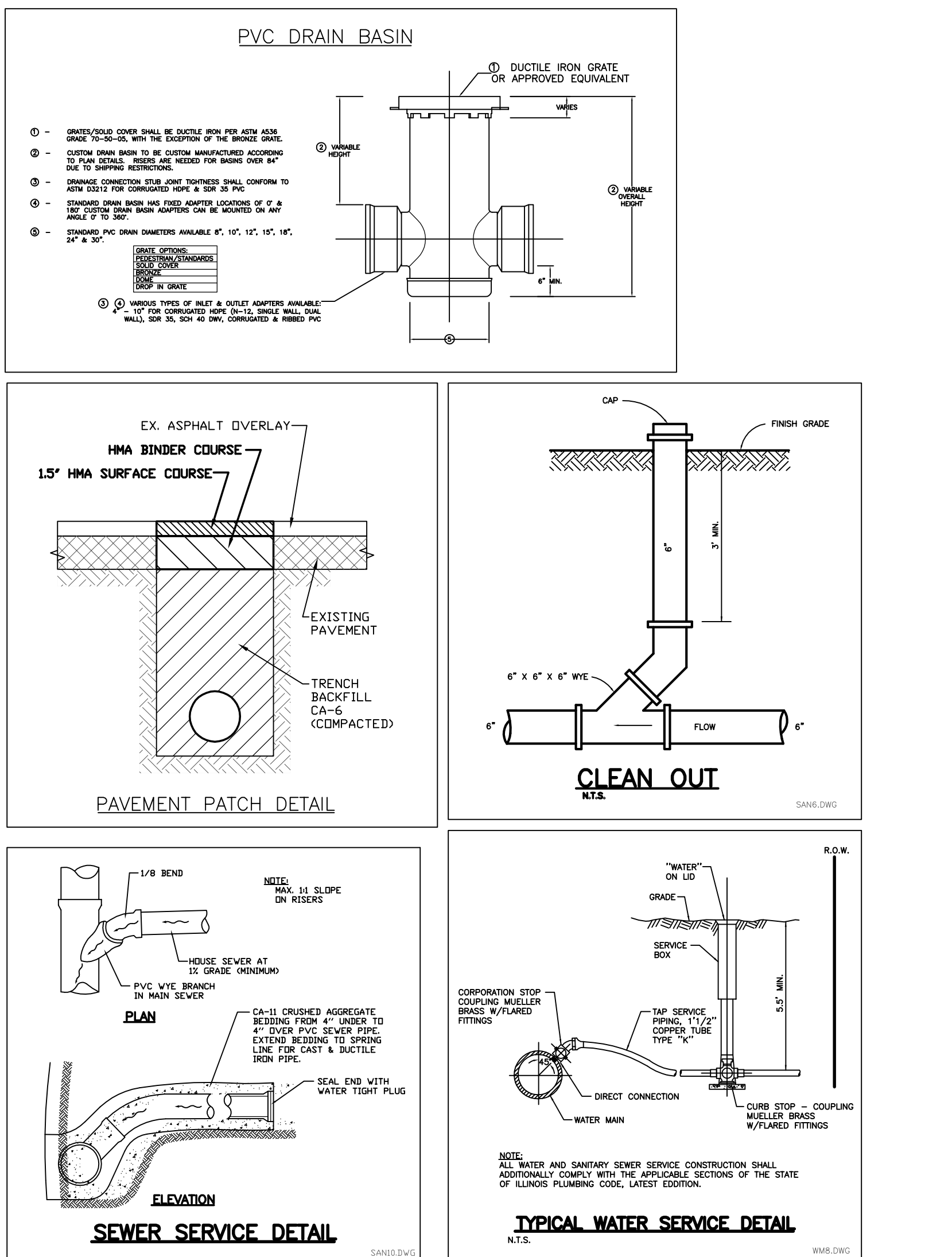
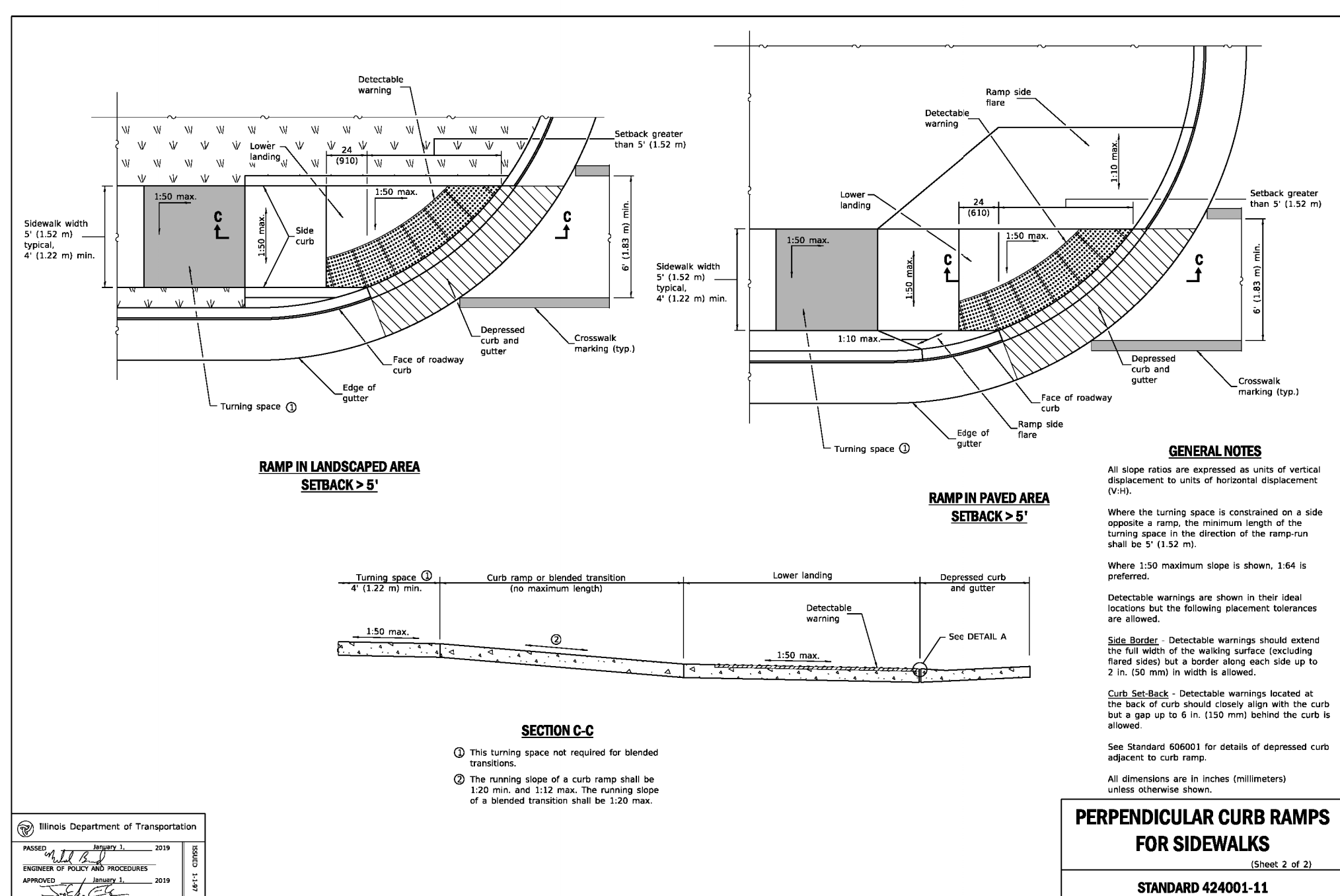
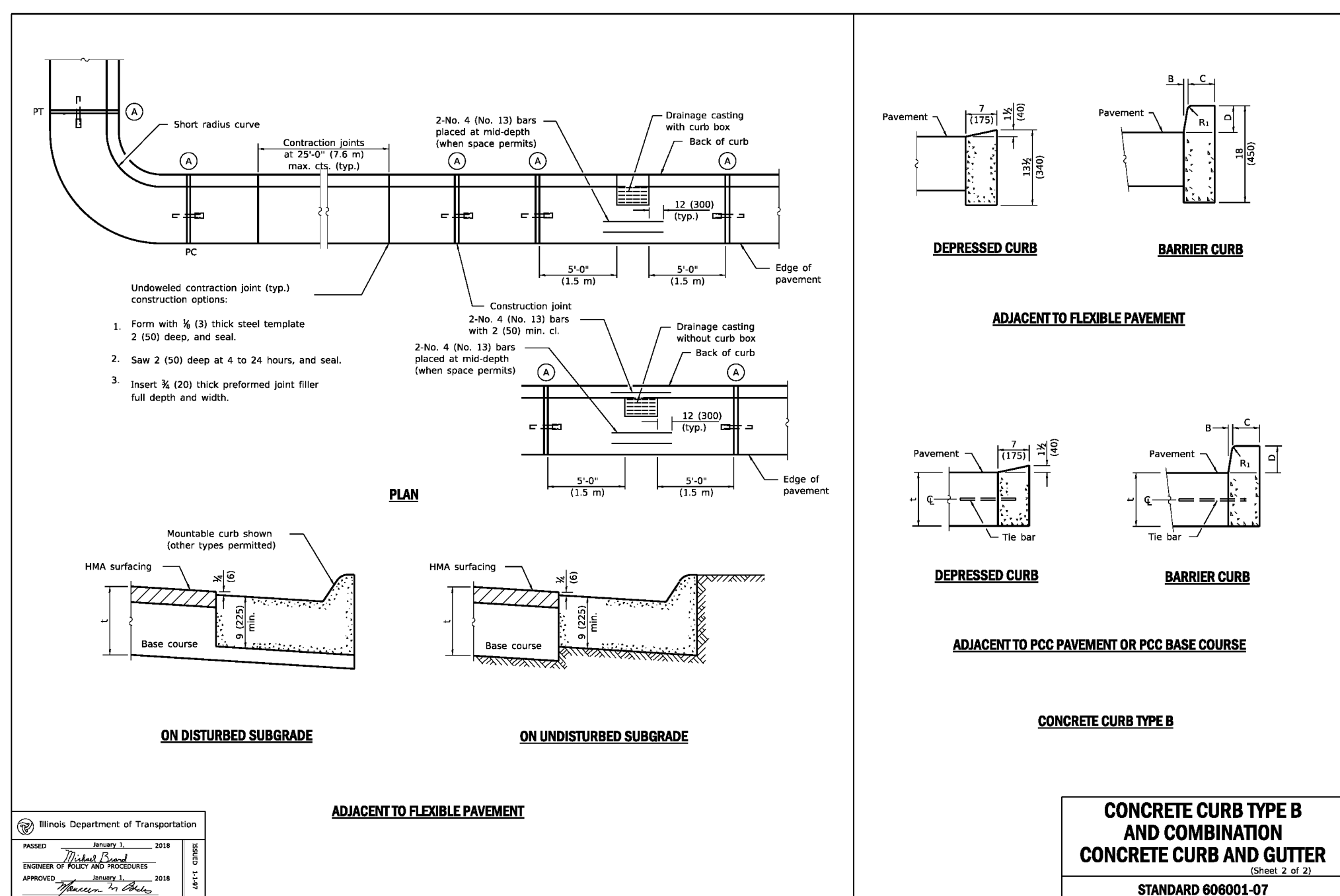
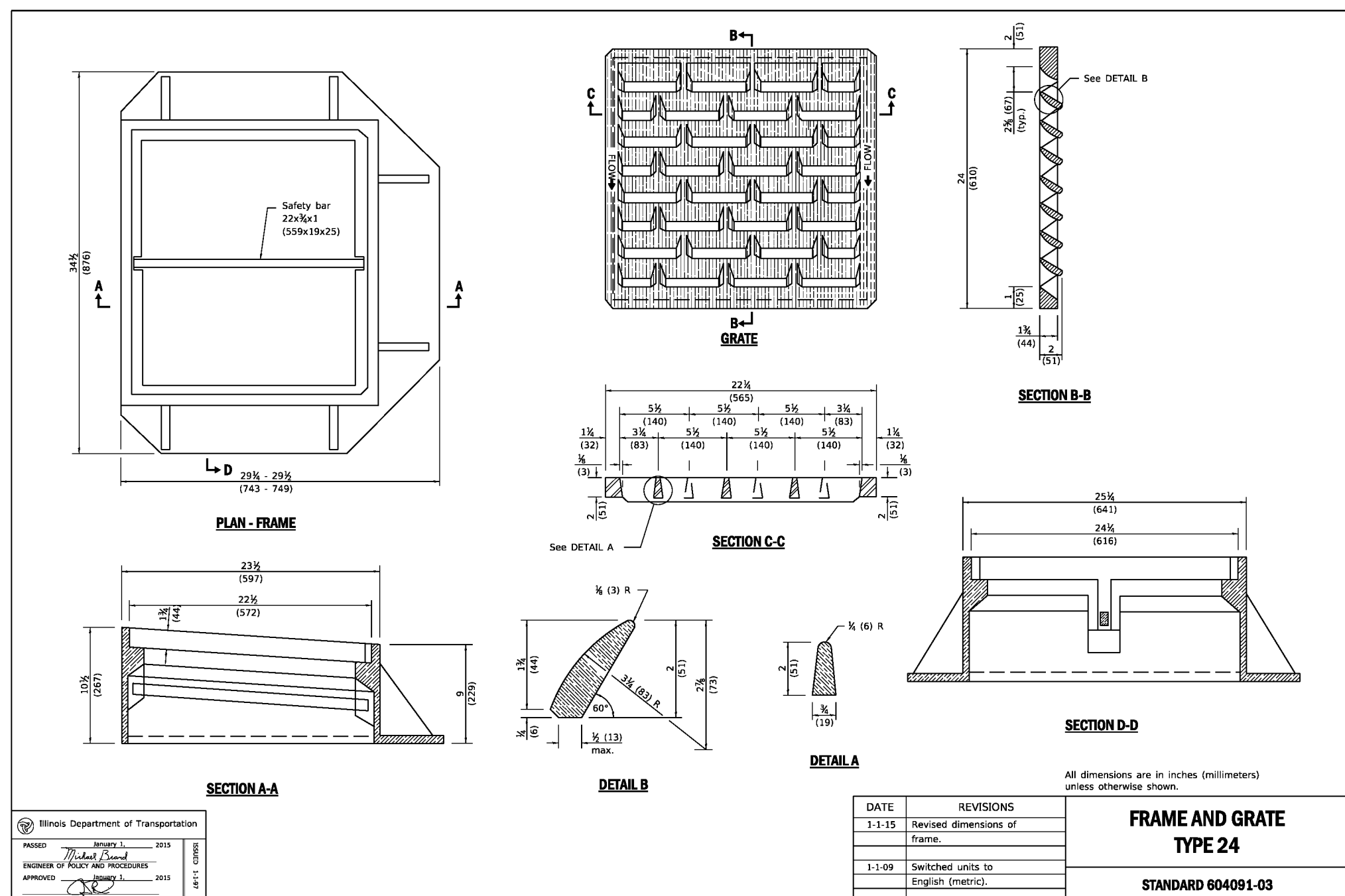
EROSION CONTROL PLAN
DRAWING: J.K.
DATE: 06/13/2019
SCALE: 1"=20'
FIRM NO. 184-C01330

LASALLE ESTATES WEST LASALLE STREET ARLINGTON HEIGHTS, ILLINOIS

PROJECT No.
19642

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GENERAL		PAVEMENTS, CURBS, AND WALKS	
1. CONTRACT DOCUMENTS AS REFERRED TO HEREIN INCLUDE THE CONSTRUCTION CONTRACT, PLANS, SPECIFICATIONS, APPROVED SHOP DRAWINGS, CHANGE ORDERS, AND OTHER DOCUMENTS IDENTIFIED IN THE AGREEMENT BETWEEN OWNER AND CONTRACTOR. 2. UNLESS MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREIN SHALL CONFORM TO THE FOLLOWING: A. ALL ROADWAY CONSTRUCTION SHALL CONFORM TO THE MOST CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JANUARY 1, 1997, AND ALL AMENDMENTS THEREO AS ADOPTED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION (I.D.O.T.). B. ALL SANITARY SEWERS AND WATER MAINS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (STANDARD SPECIFICATIONS, LATEST EDITION). C. ALL ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS, AS PUBLISHED BY THE ILLINOIS ENGINEERING BOARD. D. THE SUBDIVISION AND OTHER PERTINENT CODES AND STANDARDS OF THE VILLAGE OF ARLINGTON HEIGHTS, WHERE APPLICABLE. E. THE NATIONAL ELECTRIC CODE, LATEST EDITION. F. THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS, AS PUBLISHED BY THE ILLINOIS ENGINEERING BOARD. 3. THE FOREGOING STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, CONSTRUCTION PLANS, AND SUBSEQUENT DETAILS SHALL ALL TO BE CONSIDERED AS PART OF THE CONTRACT. INDIVIDUAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT. 4. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION." PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK. OTHERWISE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF AN AGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS, AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO COMMENCING WORK. ANY WORK DONE WITHOUT BEING AFFECTED BY DIMENSIONS OR DISCREPANCIES, FAILING TO SECURE SUCH WRITTEN INSTRUCTIONS, SHALL BE AT THE CONTRACTOR'S RISK AND SHALL BE REMOVED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONSULT WITH THE ENGINEER. ANY CONCLUSIVE INTERPRETATION BY THE ENGINEER SHALL BE FINAL AND BINDING. 5. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS, OR OTHER SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB SITE. THE CONTRACTOR SHALL PLAN THEIR WORK BASED ON THEIR OWN BORROWING, EXPLORATIONS, AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT LOCATION OF THE PROPOSED WORK. 6. NOTIFICATION OF COMMENCING CONSTRUCTION: A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLANS. THE CONTRACTOR SHALL CALL 800-482-0123 SUFFICIENTLY IN ADVANCE OF COMMENCING WORK. B. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE (3) WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY ALL NECESSARY TESTING AGENCIES SUFFICIENTLY IN ADVANCE OF COMMENCING WORK. 7. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER. 8. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN COMPLETED AND ACCEPTED AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. 9. UPON AWARD OF THE CONTRACT AND WHEN REQUIRED BY THE OWNER, THE CONTRACTOR SHALL FURNISH A LABOR AND PERFORMANCE BOND IN THE PENAL SUM OF ONE HUNDRED (100) PERCENT OF THE CONTRACT GUARANTEEING COMPLETION OF THE WORK. THE UNDERTAKER SHALL BE ACCEPTABLE TO THE OWNER. 10. OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS. 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS WITH THE CITY OF ARLINGTON HEIGHTS FOR THE REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OF ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER. 12. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHT-OF-WAY ARE SHOWN ON THE CONSTRUCTION PLANS. AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITIES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH THE CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONTRACT MAY BE REVISED. 13. LINE AND GRADE STAKES WILL BE SET ONE TIME AND THE ONE TIME ONLY BY THE SURVEYOR AT THE OWNER'S EXPENSE. CONTRACTORS SHALL NOTIFY THE SURVEYOR THAT STAKES WILL BE NEEDED AT LEAST THREE (3) WORKING DAYS IN ADVANCE OF STARTING THEIR WORK (ADDITIONAL TIME REQUIRED FOR THE PRIOR TO THE START OF INITIAL PROJECT CONSTRUCTION OPERATIONS). ANY AND ALL REQUIRED RESTAKING WILL BE PERFORMED BY THE SURVEYOR AT THE EXPENSE OF THAT CONTRACTOR REQUIRING THE RESTAKING. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT STAKES PROVIDED FOR HIS USE AND TO REPORT TO THE OWNER'S SUPERINTENDENT ANY SPECIFIC INSTANCES OF DESTROYING STAKES AND/OR MONUMENTS PROVIDED. LOT CORNER ROWNS ARE TO BE CONSIDERED AS CONTROL STAKES. 14. THE PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED. 15. ALL TOP OF FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULT COVERS REQUIRING ADJUSTMENT TO MEET FINAL FINISH GRADE SHALL BE SET, ADJUSTED BY THE SEWER AND WATER CONTRACTOR, AND THE COST IS TO BE CONSIDERED INCIDENTAL TO THIS CONTRACT. 16. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO HOMES SURROUNDING THE SITE. 17. ANY EXISTING SIGNS, LIGHT STANDARDS, AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR REMOVAL OR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL NOT BE RESPONSIBLE IF OWNER HAS PREVIOUSLY ARRANGED FOR SUCH REMOVAL OR MODIFICATION AT OWNER'S EXPENSE. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. ANY SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE RESPECTIVE OWNER. 18. REMOVED EARTH, PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC., SHALL BE DISPOSED OF BY THE RESPECTIVE CONTRACTOR AT HIS OWN EXPENSE AT LOCATIONS APPROVED BY THE ENGINEER. IF ON-SITE DISPOSAL IS NOT FEASIBLE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN OFF-SITE DISPOSAL SITE AT HIS OWN EXPENSE, INCLUDING ANY PERMIT COSTS. 19. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE DITCH. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REMOVED AND THE AREA THEREABOUT SHALL BE CHIPPED, AND BURNED OR BURIED IN DESIGNATED LOCATIONS ON-SITE. IF ADEQUATE AND APPROPRIATE SPACE IS NOT AVAILABLE, THE STANDARD SHALL BE CHIPPED, AND BURNED OR BURIED IN DESIGNATED LOCATIONS ON-SITE. NO BURNING SHALL BE PERMITTED ON-SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING TREES AND SHRUBS DESIGNATED TO BE SAVED SHALL BE PROTECTED BY PLACING A 6" (6) INCH DIAMETER PROTECTIVE FENCING ALONG THE DRIP LINES. TREES DESIGNATED FOR PROTECTION AND/OR TEMPORARILY REMOVED FOR TRANSPORTING SHALL BE SAVED AS INDICATED HEREON. WHEN REQUIRED BY OWNER, TRUNKS OF DESIGNATED TREES SHALL BE PROTECTED WITH STRAPPED 2" x 6" PLANKING FROM THE BASE TO A HEIGHT OF EIGHT (8) FEET. 20. B. STRIPPING OF TOPSOIL FROM ALL STREET, DRIVEWAY, PARKING LOT, RIGHT-OF-WAY, BUILDING PAD, AND OTHER DESIGNATED STRUCTURAL AREAS. 21. C. STOCKPILING OF TOPSOIL AT LOCATIONS AS DIRECTED BY THE OWNER. TOPSOIL STOCKPILED FOR FUTURE USE SHALL BE RELATIVELY FREE OF LARGE STONES, ROCKS, WEEDS, AND OTHER DEBRIS. TOPSOIL SHALL BE STOCKPILED IN SEQUENCE TO MINIMIZE REHANDLING. FAILURE TO PROPERLY SEQUENCE THE STOCKPILING OPERATIONS SHALL NOT CONSTITUTE A CLAIM FOR ADDITIONAL COMPENSATION. NO MATERIAL SHALL BE STOCKPILED IN FRONT YARDS, OVERLAND DRAINAGE SWALES (FLOOD ROUTING AREAS), IN WETLANDS, OR IN PROPOSED UTILITY LOCATIONS. IN UTILITY EASEMENTS, THE RIGHT-OF-WAY, ASSURANCE NO MATERIALS WILL BE STOCKPILED OR DISPOSED UNDER THE CANOPIES OF TREES DESIGNATED FOR PROTECTION. THE TOP TWELVE (12) INCHES OF SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY - RED; WATER MAIN - BLUE; STORM - GREEN. 22. D. REMOVING UNSUITABLE MATERIALS AS SPECIFIED FROM ROADWAY, DRIVEWAY/PARKING, BUILDING PAD, AND OTHER DESIGNATED AREAS. 23. E. DEMOLITION AND REMOVAL OF EXISTING BUILDINGS AND/OR PAVEMENTS INCLUDING OFF-SITE DISPOSAL OF SAME. AT A LEGAL DISPOSAL SITE SELECTED BY THE CONTRACTOR, ON-SITE DISPOSAL WILL ONLY BE ALLOWED IF EXPRESSLY APPROVED BY OWNER IN WRITING. 24. F. CLAY CUT AND CLAY FILL WITH COMPACTATION WITH ROADWAY, DRIVEWAY/PARKING, AND OTHER DESIGNATED AREAS. 25. G. EXCAVATION AND GRADING OF THE OPEN SPACE AND/OR YARD AREAS PER PLAN INCLUDING DESIGNATED POND REGARDING CONSTRUCTION OF BERMS, ETC. 26. H. PLACEMENT AND COMPACTION OF CLAY TO STANDARDS AND DETAILS REQUIRED ON THE CONSTRUCTION PLANS TO THE DESIGN SUBGRADE. ELEVATIONS THE CONTRACTOR WILL NOTE THAT THE ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE FINISHED GRADE ELEVATIONS AND THAT PAVEMENT AND/OR TOPSOIL REPLACEMENT THICKNESS MUST BE SUBTRACTED TO OBTAIN THE DESIGN SUBGRADE ELEVATIONS. 27. I. PLACEMENT AND COMPACTION OF NON-STRUCTURAL FILLS. 28. J. IF REQUIRED, REMOVAL FROM SITE AND DISPOSAL OF ANY EXCESS OR UNSUITABLE MATERIAL UPON COMPLETION OF MASS GRADING. 29. K. MOVEMENT AND COMPACTION OF SOIL MATERIAL FROM THE CONSTRUCTION OF UNDERGROUND UTILITIES. 30. L. BACKFILLING OF CURBS AND/OR PAVEMENTS AND SIDEWALK AFTER INSTALLATION OF SAME BY THE PAVING CONTRACTOR. 31. M. FINAL SHAPING AND TRIMMING TO THE LINES, GRADES, AND CROSS-SECTION SHOWN IN THE PLANS, AND TOPSOIL PLACEMENT TO DESIGN FINISH GRADE ELEVATIONS. 32. N. SOIL EROSION CONTROL MEASURE IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS, UNLESS SPECIFICALLY EXCLUDED IN THE CONSTRUCTION CONTRACT.		5) MANHOLES SHALL BE REINFORCED PRECAST CONCRETE CONFORMING TO ASTM C-478, FORTY-EIGHT INCHES IN INTERNAL DIAMETER, FIVE (5) INCH MINIMUM WALL THICKNESS, AND A SIX (6) INCH HOOD MONOLITH. CONCRETE BASE SET IN A THREE (3) INCH COMPACTED SAND CUSHION. CONES SHALL BE ECCENTRIC AND CENTERED IN A MANNER PERPENDICULAR TO THE MAINLINE FLOW. THE SECTIONS SHALL BE FINISHED AND GROOVE OF VARIABLE HEIGHT. ALL JOINTS SHALL BE SEALED WITH ONE (1) INCH BUTYL GASKET. THE TOP OF THE SECTIONS SHALL BE FINISHED TO A MINIMUM OF THE BOTTOM SECTION OF EACH MANHOLE SHALL BE PROVIDED WITH THE FOLLOWING: A. A NEARBY 8" (8) INCH MACHINED BEARING FRAME (OR EQUAL) WITH A FLEXIBLE WATERPROOF JOINT TO MANHOLE SEAL. EITHER LOCK TYPE FLEXIBLE MANHOLE GASKET OR PRESS MEDIE II. MANHOLES SHALL BE FURNISHED WITH CAST IRON STEPS, NENAH R-1981-1 OR EQUAL, AT TWELVE (12) INCH TO SIXTEEN (16) INCH CENTERS. THE TOP OF SECTIONS SHALL BE THE OFFSET TO THE TOP OF THE SECTIONS. THE TOP OF SECTIONS OF ADJUSTING RING SHALL BE ALLOWED BETWEEN THE TOP OF THE PRECAST CONCRETE AND THE CAST IRON STEPS. THE TOP OF SECTIONS IF REQUIRED BY LOCAL JURISDICTION. EACH MANHOLE SHALL BE FURNISHED WITH A NEARBY 8" (8) INCH MACHINED BEARING FRAME (OR EQUAL) WITH A FLEXIBLE WATERPROOF JOINT TO MANHOLE SEAL. EITHER LOCK TYPE FLEXIBLE MANHOLE GASKET OR PRESS MEDIE II. MANHOLES SHALL BE FURNISHED WITH CAST IRON STEPS, NENAH R-1981-1 OR EQUAL, AT TWELVE (12) INCH TO SIXTEEN (16) INCH CENTERS. THE TOP OF SECTIONS SHALL BE THE OFFSET TO THE TOP OF THE SECTIONS. THE TOP OF SECTIONS OF ADJUSTING RING SHALL BE ALLOWED BETWEEN THE TOP OF THE PRECAST CONCRETE AND THE CAST IRON STEPS. THE TOP OF SECTIONS IF REQUIRED BY LOCAL JURISDICTION. 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ig CONSULTING, INC.
CONSULTING CIVIL ENGINEERS, PLANNERS & LAND SURVEYORS
300 MARQUART DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 FAX (847) 215-1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 ig@igconsulting.net
DETAILS **SCALE: J.K.** **DRAFTING: D.D.D.** **DATE: 06/13/2019**

PROJECT No.
19642



Village of Arlington Heights Building & Life Safety Department

Interoffice Memorandum

To: Sam Hubbard, Development Planner, Planning and Community Development

From: Deb Pierce, Plan Reviewer, Building & Life Safety Department

Subject: 2000 N Chestnut Ave - The Estates of LaSalle Subdivision – Preliminary & Final Plat of Subdivision

PC#: 19-009 – Round 1

Date: July 17, 2019

General Comments:

The information provided is conceptual only and subject to a formal plan review.

Sam –

No comments at this time.

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DEVELOPMENT DEPARTMENT



**Village of Arlington Heights, IL
Building & Life Safety Department**

Fire Safety Review

Date: 7/15/2019

P.C. Number: 19-009

Project Name: The Estates of LaSalle Subdivision

Project Location:

Planning Department Contact: Sam Hubbard, Planning and Community Development

General Comments:

The information provided is conceptual only and subject to a formal plan review.

1. All currently adopted codes shall apply to any proposed construction project.

Date 07-15-19

Reviewed By:

Fire Safety Supervisor/Fire Marshal

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AUG 01 2019

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Village of Arlington Heights
Public Works Department

Memorandum

To: Sam Hubbard, Planning & Community Development
From: Cris Papierniak, Assistant Director of Public Works
Date: July 24, 2019
Subject: 2000 N Chestnut Ave (Estates of LaSalle) P.C. #19-009 Final Plat



With regard to the proposed Final Plat of Subdivision, I have the following comments:

- 1) New water services must be 1.5" to the meter and the meters be $\frac{3}{4}$ ".
- 2) The Village will not maintain the proposed 6" rear yard drains and drywells. The drywells must have lids with the word "PRIVATE" forged on top.
- 3) Provide a detail of the proposed blink connections for the private drywells to the public storm sewer. The connection must be cored and a "Kor-N-Seal" must be utilized.
- 4) The clean out for Drywell #3 must be located on private property.
- 5) Verify the condition of the sidewalk fronting LaSalle after the construction. If damage has occurred as a result of the construction, or drainage is not adequate (ponding), permittee must replace the affected squares.
- 6) All asphalt patches shall have surface course extend beyond trench by a minimum of 2' and all patches shall be wider than any roller used for compaction.
- 7) Pop- ups or outlets without positive flow are not acceptable.

If you have any questions, please feel free to contact me.

C. file

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 19-009
 Petitioner: Sean Kelly-Chicago Real Estate Resources

Owner: John Federici - Owner -The Standard Group

Contact Person: Sean Kelly
 Address: 205 N. Michigan Ave. Suite 2950
Chicago IL 60601
 Phone #: 773-383-0000 Cell
 Fax #: _____
 E-Mail: seank@crer.com

P.I.N.# To be assigned 03-18-401-085
 Location: 2000 N. Chestnut
 Rezoning: _____ Current: R-3 Proposed: R-3
 Subdivision: ✓
 # of Lots: 3 Current: 1 Proposed: 3
 PUD: _____ For: N/A
 Special Use: _____ For: N/A
 Land Use Variation: _____ For: N/A
 Land Use: _____ Current: Residential
 Proposed: Residential
 Site Gross Area: Proposed 36,009 s.f. more or less
 # of Units Total: 3 single family home sites
 1BR: _____ 2BR: 3BR #BR: _____

(Petitioner: Please do not write below this line.)

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 DEVELOPMENT DEPARTMENT

1. PUBLIC IMPROVEMENTS

REQUIRED: _____ YES NO COMMENTS

a. Underground Utilities

Water _____ NO

Sanitary Sewer _____ NO

Storm Sewer _____ YES

b. Surface Improvement

Pavement _____ YES

Curb & Gutter _____ YES

Sidewalks _____ YES

Street Lighting _____ NO

c. Easements

Utility & Drainage _____ YES

Access _____ NO

MAY CHANGE W/ RELOCATION OF
 LIGHT AT SW & LA SALLE

2. PERMITS REQUIRED OTHER THAN VILLAGE:

a. MWRDGC VERIFY b. IDOT _____

c. ARMY CORP _____ d. IEPA _____

e. CCHD _____

3. R.O.W. DEDICATIONS? _____

4. SITE PLAN ACCEPTABLE? _____

5. PRELIMINARY PLAT ACCEPTABLE? _____

6. TRAFFIC STUDY ACCEPTABLE? _____

7. STORM WATER DETENTION REQUIRED? _____

8. CONTRIBUTION ORDINANCE EXISTING? _____

9. FLOOD PLAIN OR FLOODWAY EXISTING? ...

10. WETLAND EXISTING? _____

YES NO COMMENTS

X _____

_____ X _____

_____ X _____

X _____ NO COMMENTS PER TSP

X _____

_____ X _____

_____ X _____

_____ X _____

GENERAL COMMENTS ATTACHED

PLANS PREPARED BY: IG CONSULTING

DATE OF PLANS: _____

Director

Michael J. Jager 7/26/19
 Date

PLAN COMMISSION PC #19-009
The Estates of LaSalle Subdivision
2000 N Chestnut Ave
Preliminary & Final Plat of Subdivision
Round 1

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DEVELOPMENT DEPARTMENT

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.
12. Since a subdivision is being proposed the plans must meet all subdivision requirements. Final engineering plans for all public improvements must be approved prior to the final plat of subdivision approval. An Engineers estimate of construction cost for full site improvements is required to complete the calculation for plan review, inspection, and other fees. An Engineers estimate of construction cost for public improvements is also required to complete the calculation for the required public improvement guarantee deposit. The public improvements for this development would be curb and gutter, public sidewalk, storm sewer improvements, and pavement widening. These estimates should be submitted at least three weeks prior to the final Plan Commission meeting to allow us time to generate the fee letter and for the petitioner to assemble the proper documents.
13. Final engineering plans shall be georeferenced by using State Plane Coordinate System – Illinois East. Below are details about projection:

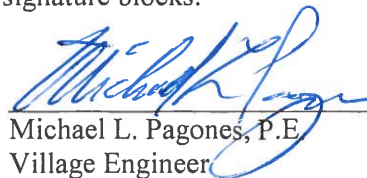
Projected Coordinate System:	NAD_1983_StatePlane_Illinois_East_FIPS_1201_Feet
Projection:	Transverse_Mercator
False_Easting:	984250.00000000
False_Northing:	0.00000000
Central_Meridian:	-88.33333333
Scale_Factor:	0.99997500
Latitude_Of_Origin:	36.66666667
Linear Unit:	Foot_US
Geographic Coordinate System:	GCS_North_American_1983
Datum:	D_North_American_1983
Prime Meridian:	Greenwich
Angular Unit:	Degree

14. The Final Plat of Subdivision must be reviewed and approved by the Engineering Division prior to final Plan Commission approval. The original signed mylar Final Plat of Subdivision, containing all non-Village signatures, shall be submitted one week before the scheduled date of the final Plan Commission meeting. Village Code Section 29-209 also requires a digital copy of the plat to be provided on disk to the Village. The petitioner shall acknowledge that they accept this understanding.

15. Volume control with a dry well is currently proposed for each residential lot. It is recommended that the petitioner request a determination letter from the MWRD to determine if volume control is required. If volume control is not required, the proposed subdivision is tributary to the regional detention basin at Chestnut Ave and Ladd St, so fee-in-lieu of detention is acceptable to the Village. The volume required for the proposed subdivision is 9,002 cubic feet. This deficiency can be paid as money in lieu of detention at the rate of \$1.00 per cubic foot.
16. Provided volume control is not required for each individual lot, the lots should drain to the common side yard lot line and if needed, storm sewer can be constructed within the utility easement. Any proposed storm sewer improvements for the three lots should connect to the existing storm sewer on LaSalle St, which is tributary to the regional detention basin at Chestnut Ave and Ladd St. The proposed storm sewer extension on Chestnut Ave should also be redirected to connect to the storm sewer on LaSalle St.
17. The proposed cross section for a local street shall consist of 2" N50 surface, 2 1/4" N50 surface, 5" N50 binder, and 4" CA-6. Verify the existing curb on the east side of Chestnut Ave and the north side of LaSalle St. If the existing curb is B-4.12, match existing curb. Revise the cross section accordingly.
18. The proposed ADA ramps shall be constructed to meet the Public Rights-of-Way Accessibility guidelines and IDOT standard detail 222-424001-11 Perpendicular Curb Ramps. New ramps should also be constructed at the SW and SE corners, providing an east/west pedestrian access route across Chestnut Ave.
19. Provide the top of foundation for the existing home to the south of the proposed subdivision.

Preliminary Plat of Subdivision:

20. The plat was reviewed against the attached Preliminary Plat of Subdivision Checklist. Use the checklist to complete the following items:
 11. 5 ft utility easements should be provided along the rear property line, and along the side lot lines;
 12. Dimension all building setback lines.
21. A heavy line outlining the subdivision must encompass the entire existing lot, which currently spans from the centerline of Chestnut Ave and LaSalle St.
22. The areas to be dedicated as public right-of-way shall be indicated by hatching. Show the areas of each dedication.
23. For the Final Plat of Subdivision, use the attached Final Plat of Subdivision Checklist. The elementary school district is Consolidated Community School District #25, Township High School District #214, Harper Community College District #512. Add the utility signature blocks.

 7/26/19
Michael L. Pagones, P.E. Date
Village Engineer

Attachments:

- Preliminary Plat of Subdivision Checklist (1 page)
- Final Plat of Subdivision Checklist (3 pages)
- Contacts for Plat Signatures (1 page)
- Sample Utility Signature Blocks (1 page)
- Comed Easement Provisions (1 page)
- Nicor Gas Company Plat Stamp (1 page)
- Village detention calculations (1 page)

Preliminary Plat of Subdivision Checklist

Municipal Code Section 29-201(b)(1 – 13)

- ☐ 1. The name of the proposed subdivision.
- ☐ 2. A north-point indication, scale, date of preparation of the Preliminary plat, and by whom prepared.
- ☐ 3. A legal description of land proposed to be subdivided, by section, township and range, and other terms as used in describing land on the records of the Recorder of Deeds or Registrar of Titles, Cook County, Illinois.
- ☐ 4. Sufficient information to locate accurately the proposed subdivision in relation to its general neighborhood, by means of references to streets, railroad lines, recorded plats, etc. If the foregoing references cannot be made, then a vicinity plat showing the location of the proposed subdivision, drawn to a smaller scale, shall accompany the Preliminary plat.
- ☐ 5. The description and location of all survey monuments, existing and to be erected, in the area of the proposed subdivision.
- ☐ 6. The boundary lines of the proposed subdivision, drawn to accurate scale and bearing, and a statement of the total area encompassed by the boundary lines.
- ☐ 7. The location and dimensions of streets, easements, improvements and utilities within and immediately contiguous to the proposed subdivision, as well as the location and dimensions of major features such as railroad lines, airports, water courses, lakes and exceptional topography.
- ☐ 8. The location, dimensions and layout of proposed streets, alleys, and sidewalks of the proposed subdivision.
- ☐ 9. The layout, number, dimensions and area of each lot of the proposed subdivision.
- ☐ 10. The location, dimensions and layout of all parcels of land intended to be dedicated for public use, such as parks and other open spaces, or reserved for the use of all subdivision property owners, together with an indication of the nature of each such use within the proposed subdivision.
- ☐ 11. The location, dimensions and layout of all public utility easements in the proposed subdivision.
- ☐ 12. The location and dimensions of all building setback lines in the proposed subdivision.
- ☐ 13. The names and last known addresses of the owners of the land proposed to be subdivided, the subdivider and all owners of land immediately adjoining the land proposed to be subdivided.

The Village of Arlington Heights Municipal Code can be accessed over the internet at www.vah.com .

Final Plat of Subdivision Checklist
Municipal Code Section 29-209(a - t)

- ☐ a. The date of preparation of the final plat and by whom prepared.
- ☐ b. The boundary of the plat, based on accurate traverse, with angles and lineal dimensions.
- ☐ c. All permanent survey monuments, markers and bench marks.
- ☐ d. Exact location, width and name of all streets within and adjoining the plat, and the exact location and widths of all cross walkways.
- ☐ e. True angles and distances to the nearest established street lines or official monuments, not less than three.
- ☐ f. Municipal, township, county and section lines accurately tied to the lines of the subdivision by distances and angles.
- ☐ g. Radii, internal angles, points and curvatures, tangent bearings and lengths of all arcs.
- ☐ h. All easements for rights of way established for public use and utilities.
- ☐ i. All lot numbers and lines, with accurate dimensions given in hundredths of feet.
- ☐ j. Accurate outlines and legal descriptions of all areas dedicated or reserved for public use, with the proposed uses indicated thereon; and all areas to be reserved by deed covenant for the common use of all property owners; together with the proposed uses indicated thereon.
- ☐ k. The text of protective covenants, approved by the Plan Commission, relating to the proposed subdivision.
- ☐ l. An endorsement by the County Clerk in the form acceptable to Cook County, that there are no delinquent, forfeited, foreclosed or purchased general taxes, or unpaid current general taxes, against the land proposed to be subdivided.
- ☐ m. A summary of all restrictions applicable to any part of such subdivision concerning building restrictions, use restrictions, building setback lines and similar matters.
- ☐ n. A deed of dedication in the form set forth in Section 29-217(a):
The Final plat shall contain a deed of dedication substantially as follows:

"We, the undersigned, (Names), owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as (Name), an addition to the Village of Arlington Heights, Cook County. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public. Front and side yard building setback lines are established as shown on this plat, between which lines and the property lines of the streets, there shall be erected or maintained no building or structure. There are strips of ground, (Number) feet in width, as shown on this plat and marked 'Easement' reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon

these strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

(Additional dedications and protective covenants, or private restrictions, would be inserted here upon the subdivider's initiative or the recommendation of the Plan Commission or Village Board; important provisions are those specifying the use to be made of the property and, in the case of residential use, the minimum habitable floor area.)

The foregoing covenants (or restrictions), are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 20____ [25 year period is suggested], at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten years unless indicated otherwise by negative vote of a majority of the then owners of the building sites covered by these covenants (or restrictions), in whole or in part, which said vote will be evidenced by a petition in writing signed by the owners and duly recorded. Invalidation of any one of the foregoing covenants (or restrictions) by judgment or court order shall in no way affect any of the other various covenants (or restrictions), which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

WITNESS our hands and seals this ____ day of _____, 20____.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Before me the undersigned Notary Public, in and for the County and State aforesaid, personally appeared (Names), and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

WITNESS my hand and notarial seal this ____ day of 20 ____.

Notary Public"

- ☐ o. A blank certificate of approval in the form set forth in Section 29-217(b).
The Final plat shall contain a certificate of approval as follows:

"Under the authority provided by 65 ILCS 5/11-12 as amended by the State Legislature of the State of Illinois and Ordinance adopted by the Village Board of the Village of Arlington Heights, Illinois, this plat was given approval by the Village of Arlington Heights AND MUST BE RECORDED WITHIN SIX MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED by the Plan Commission at a meeting held _____

Chairman

Secretary

APPROVED by the Village Board of Trustees at a meeting held _____

President

Village Clerk

APPROVED by the Village Collector

APPROVED by the Village Engineer
_____ "

- ☐ p. A certification by a registered surveyor in the form set forth in Section 29-217(c). The Final plat shall contain a certificate signed by an Illinois Registered Land Surveyor in substantially the following form:

"I, (Name), hereby certify that I am an Illinois Registered Land Surveyor in compliance with the laws of the State of Illinois, and that this plat correctly represents a survey completed by me on (Date); that all monuments and markers shown thereon actually exist, and that I have accurately shown the materials that they are made of.

(SURVEYOR'S SEAL) Signature

Illinois Land Surveyor
No. _____ "

- ☐ q. A notarized statement from the owner indicating the school district in which each tract, parcel, lot or block lies.
- ☐ r. A certificate in the form as required by the Illinois Department of Transportation or Cook County Highway Department, respectively, when any new street or new driveway will access one of these Department's streets.
- ☐ s. The parcel index numbers of all lots contained within the plat shall be included on the plat of subdivision.
- ☐ t. A block stating "Send Tax Bill To: (Name/Address)." The actual name and address shall be provided by the developer.
- ☐ u. Provide a location to identify the address of each new lot.

The Village of Arlington Heights Municipal Code can be accessed over the internet at www.vah.com .

Contacts for Plat Signatures

Mr. Frank Gautier
Comcast Cable
688 Industrial Drive
Elmhurst, IL 60126

224-229-5850

Ted_Wyman@comcast.com

Alternates:

Bob Schulter (Department Supervisor), Martha Agieras (Assistant)

Bob_Schulter@comcast.com

Martha_Gieras@comcast.com

Per Frank: Request that completed plat data be shared with Comcast in advance of signature, and that the plat be physically provided at their 688 Industrial Drive office at a mutually agreed date and time.

Mr. Mark Cozzi
ComEd
Three Lincoln Center, 4th Floor
Oakbrook Terrace, IL 60181

630-576-6530

Mark.Cozzi@ComEd.com

Ms. Kim Augustine
NICOR Gas
300 W Terra Cotta Ave
Crystal Lake, IL 60014

630-338-2976

kaugust@agresources.com

Ms. Sue E. Manshum
ROW Engineer
Ameritech
1391 Abbot Ct
Buffalo Grove, IL 60089

847-465-6086

sm9231@att.com

Mr. Dominick Silvio
WOW Internet Cable
4350 Weaver Parkway
Warrenville, IL 60555

630-536-3121

dominick.silvio@wowinc.com

Ms. Abigail Robinson
IDOT Permits
201 W Center Court
Schaumburg, IL 60196

847-705-4541

Abigail.L.Robinson@illinois.gov

Mr. Michael Sterr, P.E.
Permit Division Head, Construction Bureau
Cook County Department of Transportation and Highways
69 W Washington St
24th Floor
Chicago, IL 60602

312-603-1670

michael.sterr@cookcountyil.gov

hwy.permits@cookcountyil.gov

Sample Signature Blocks

COMMONWEALTH EDISON COMPANY
EASEMENT APPROVED AND ACCEPTED

BY: _____ DATE: _____, 20__

TITLE: _____

AMERITECH/SBC
EASEMENT APPROVED AND ACCEPTED

BY: _____ DATE: _____, 20__

TITLE: _____

NICOR GAS
EASEMENT APPROVED AND ACCEPTED

BY: _____ DATE: _____, 20__

TITLE: _____

COMCAST CABLE
EASEMENT APPROVED AND ACCEPTED

BY: _____ DATE: _____, 20__

TITLE: _____

WIDE OPEN WEST, LLC
EASEMENT APPROVED AND ACCEPTED

BY: _____ DATE: _____, 20__

TITLE: _____

Cook County Signature Block:

This plat has been approved by the Cook County Highway Department with respect to roadway access pursuant to 765 ILCS 205/2. However, a Highway Permit, conforming to the standards of the Cook County Highway Department is required by the owner of the property for this access.

Superintendent of Highways
Cook County, Illinois

EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to

Commonwealth Edison Company
and
SBC Telephone Company, Grantees,

their respective licensees, successors and assigns jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E" (or similar designation), the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E" (or similar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "*Condominium Property Act*", Chapter 765 ILCS 605/2(c), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an apportionment to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking" and "common area". The term "common area or areas", and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond or mechanical equipment.

Relocation of facilities will be done by Grantees at cost of the Grantor/Lot Owner, upon written request.

NICOR GAS COMPANY PLAT STAMP

An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, an Illinois Corporation, doing business as NICOR GAS COMPANY, its successors and assigns ("Nicor") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Nicor Easement", together with reasonable right of access thereto and the right to install required service connections to serve improvements thereon, or on adjacent lots and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over Nicor facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of Nicor. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

INFORMATION PROVIDED BY:

Erin K. Andersen
Land Management Agent
Land Services Department
630-388-2094

X2ekande@southernco.com

Name

7/26/2019

Detention Calculation Verification PC# 15-000

Site Requirements

Site Area = 0.820 Acres
Allowed Release Rate (Area x 0.18cfs/Ac) = 0.148 cfs
Weighted "C" Factor = 0.725
Pervious= 0.410 Acres
Impervious= 0.410 Acres
Water= 0.000 Acres
Synth Turf= 0.000 Acres

A Runoff Factor "C"	B C Storm Duration		D Rainfall Intensity "I" (in/hr)	E Site Area "A" (acres)	F Inflow Rate (CxlxA) (cfs)	G Release Rate (cfs)	H Storage Rate (cfs)	J K Storage Required	
	(min)	(hrs)						(cu-ft)	(Ac-ft)
0.725	5	0.08	10.92	0.820	6.49	0.148	6.34	1827	0.042
0.725	10	0.17	10.02	0.820	5.96	0.148	5.81	3555	0.082
0.725	15	0.25	8.20	0.820	4.87	0.148	4.73	4254	0.098
0.725	30	0.50	5.60	0.820	3.33	0.148	3.18	5726	0.131
0.725	60	1.00	3.56	0.820	2.12	0.148	1.97	7086	0.163
0.725	90	1.50	2.75	0.820	1.63	0.148	1.49	8029	0.184
0.725	120	2.00	2.24	0.820	1.33	0.148	1.18	8522	0.196
0.725	180	3.00	1.62	0.820	0.96	0.148	0.82	8803	0.202
0.725	240	4.00	1.28	0.820	0.76	0.148	0.61	8827	0.203
0.725	300	5.00	1.08	0.820	0.64	0.148	0.49	8893	0.204
0.725	360	6.00	0.95	0.820	0.56	0.148	0.42	9002	0.207
0.725	420	7.00	0.83	0.820	0.49	0.148	0.35	8705	0.200
0.725	480	8.00	0.75	0.820	0.45	0.148	0.30	8579	0.197
0.725	540	9.00	0.68	0.820	0.40	0.148	0.26	8303	0.191
0.725	600	10.00	0.63	0.820	0.37	0.148	0.23	8155	0.187
0.725	660	11.00	0.59	0.820	0.35	0.148	0.20	8029	0.184
0.725	720	12.00	0.55	0.820	0.33	0.148	0.18	7732	0.177
0.725	780	13.00	0.52	0.820	0.31	0.148	0.16	7541	0.173
0.725	840	14.00	0.49	0.820	0.29	0.148	0.14	7223	0.166
0.725	900	15.00	0.46	0.820	0.27	0.148	0.13	6775	0.156
0.725	960	16.00	0.43	0.820	0.26	0.148	0.11	6200	0.142
0.725	1020	17.00	0.41	0.820	0.24	0.148	0.10	5860	0.135
0.725	1080	18.00	0.39	0.820	0.23	0.148	0.08	5434	0.125
A*D*E					F-G		C*H*3600		J/43560

Max Volume = 0.207 Acre-Ft
= 9,002 cu-ft

Orifice Computation

1) Allowed Release Rate, Q(cfs)	0.148	Free Flow	Submerged Flow
2) High Water Elevation			0.00
3) Outfall Water Elevation	-	-	0.00
4) Invert Elevation			0.00
5) Diameter of Restrictor (inch)			0
6) Cross Section Area (sq ft)	-	0.000	0.000
7) Head (ft) h =	0.00	0.00	0.00
8) Discharge Coefficient			0.00
Square Edge	0.79 - 0.82		
Round Edge	0.93 - 0.98		
Sharp Edge	0.58 - 0.64		
Projecting	0.50		

$Q = C*a*(\text{sqrt } 2*g*h)$

Orifice area: $a = \frac{Q}{C*(\text{sqrt } 2*g*h)}$

Q (cfs) = 0.00 0.000

a(sq ft) = ##### dia(in) = #DIV/0!



Arlington Heights Fire Department Plan Review Sheet

P. C. Number 19-009

Project Name

The Estates of LaSalle Subdivision

Project Location

2000 N. Chestnut

Planning Department Contact Sam Hubbard

General Comments

Round 1

The Fire Department has no comments at this time.

**NOTE: PLAN IS CONCEPTUAL ONLY
SUBJECT TO DETAILED PLAN REVIEW**

Date July 22, 2019

Reviewed By: LT. Mark Aleckson

Arlington Heights Fire Department

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

The Estates of LaSalle Preliminary
2000 N. Chestnut Ave.

Round 1 Review Comments

07/18/2019

1. **Character of use:**
The character of use should not be problematic.
2. **Are lighting requirements adequate?**
Lighting should be up to Village of Arlington Heights Code. Special attention should be given to those outside common areas- ie street lights. Landscaping must not create hiding locations and should provide for natural surveillance.
3. **Present traffic problems?**
There are no traffic problems at this location.
4. **Traffic accidents at particular location?**
This is not a problem area in relation to traffic accidents.
5. **Traffic problems that may be created by the development.**
This development should not create any traffic problems.
6. **General comments:**
-Please ensure that there is an emergency information/contact card on file with the Arlington Heights Police Department and that it is up-to-date. Agent contact information must be provided to the Arlington Heights Police Department during all construction phases. The form is attached. Please complete and return. This allows police department personnel to contact an agent during emergency situations or for suspicious/criminal activity on the property during all hours.

RECEIVED
JUL 18 2019
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

A Ovington #330
Alexandra Ovington, Crime Prevention Officer
Community Services Bureau

D Hajek #557
Doug Hajek, Sergeant
Community Services Bureau

HEALTH SERVICES DEPARTMENT

6

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 19 - 009
Petitioner: Sean Kelly-Chicago Real Estate Resources

Owner: John Federici - Owner -The Standard Group

Contact Person: Sean Kelly
Address: 205 N. Michigan Ave. Suite 2950
Chicago IL 60601
Phone #: 773-383-0000 Cell
Fax #: _____
E-Mail: seank@crer.com

P.I.N.# ~~To be assigned~~ 03-18 401-085

Location: 2000 N. Chestnut

Rezoning: _____ Current: R-3 Proposed: R-3

Subdivision: ✓

of Lots: 3 Current: 1 Proposed: 3

PUD: _____ For: N/A

Special Use: _____ For: N/A

Land Use Variation: _____ For: N/A

Land Use: _____ Current: Residential

Proposed: Residential

Site Gross Area: Proposed 36,009 s.f. more or less

of Units Total: 3 single family home sites

1BR: _____ 2BR: _____ 3BR: _____ 4BR: _____

(Petitioner: Please do not write below this line.)

1. GENERAL COMMENTS:

No comments at this time.

RECEIVED

JUL 16 2019

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

Sean Freres, LEHP

Environmental Health Officer

7/15/19

Date

James McCalister

tor

7/15/19

Direc
Date

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

7

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 19-009
 Petitioner: Sean Kelly-Chicago Real Estate Resources
 Owner: John Federici - Owner -The Standard Group
 Contact Person: Sean Kelly
 Address: 205 N. Michigan Ave. Suite 2950
Chicago IL 60601
 Phone #: 773-383-0000 Cell
 Fax #:
 E-Mail: seank@crer.com

P.I.N.# To be assigned 03-18-401-005
 Location: 2000 N. Chestnut
 Rezoning: Current: R-3 Proposed: R-3
 Subdivision: ✓
 # of Lots: 3 Current: 1 Proposed: 3
 PUD: For: N/A
 Special Use: For: N/A
 Land Use Variation: For: N/A
 Land Use: Current: Residential
 Proposed: Residential
 Site Gross Area: Proposed 36,009 s f more or less
 # of Units Total: 3 single family home sites
 1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

YES NO

1. X COMPLIES WITH COMPREHENSIVE PLAN?
2. X COMPLIES WITH THOROUGHFARE PLAN?
3. X VARIATIONS NEEDED FROM ZONING REGULATIONS?
 (See below.)
4. X VARIATIONS NEEDED FROM SUBDIVISION REGULATIONS?
 (See below.)
5. X SUBDIVISION REQUIRED?
6. X SCHOOL/PARK DISTRICT CONTRIBUTIONS REQUIRED?
 (See below.)

Comments:

PLEASE SEE ATTACHED COMMENTS.



7-26-19
 Date



Planning & Community Development Dept. Review

July 26, 2019

REVIEW ROUND 1

Project: Estates of LaSalle Subdivision – 2000 N. Chestnut Avenue
Proposed Subdivision

Case Number: PC 18-010

General:

7. The following approvals have been requested:
 - **Preliminary and Final Plat of Subdivision to subdivide the property into three lots.**
8. All structures on the property must be demolished within six months of Village Board approval of the Final Plat of Subdivision.
9. Please note that the Final Plat, as approved by the Engineering Dept., must be printed on mylar and submitted to the Village, with signatures obtained from all parties except those to be coordinated by the Village, **no less than one week** prior to the Plan Commission hearing date. If this requirement cannot be met, you can proceed with Preliminary Plat approval with Final Plat approval obtained at a future date (i.e. a separate Plan Commission meeting would be needed). No public notice is required for Final Plat of Subdivision approval. If you end up proceeding with Preliminary Plat approval only, a copy of the Plat which reads "Preliminary" will be required one week prior to the Plan Commission hearing.
10. Please note that final engineering must be approved by the Engineering Dept. no less than one week prior to appearance before the Plan Commission. If this requirement cannot be met, you can proceed with Preliminary Plat approval with Final Plat approval obtained at a future date (i.e. a separate Plan Commission meeting would be needed). No public notice is required for Final Plat of Subdivision approval. Prior to bringing this project before the Village Board for final approval, all applicable engineering fees must be paid and the required surety bonds, public improvement deposits, and maintenance guarantees must be provided
11. School, Park, and Library contributions will be required prior to the issuance of a building permit for each lot within the subdivision.
12. A Design Commission application will be required for any new construction on each lot within the subdivision.
13. Are any Covenants, Conditions, or Restrictions proposed for this subdivision?
14. Please ensure that all plans resubmitted as a result of the Round 1 Department review comments include a revision date.

Final Plat of Subdivision:

15. Label the front yard setback distance as "25' FRONT YARD SETBACK" for Lot 1 and Lot 3, similar for how you've done it for Lot 2.
16. The specific sideyard setbacks (on each side) must be added for each lot (i.e. "10% side yard setback (typ.)" is not acceptable). The required setbacks shall be as follows:

- Lot 1: 9.4' sideyard setback on east side, 9.4' sideyard setback on west side.
- Lot 2: 9.6' sideyard setback on east side, 9.6' sideyard setback on west side.
- Lot 3: 10' sideyard setback on west side.

17. The required exterior side yard setback for Lot 3 must be revised. This setback will be based on the average of the setbacks of the existing homes on the frontage (including the existing home on the subject property). Please provide an exhibit showing the existing setbacks of the homes at 1902, 1908, 1912, 1916, 1920, and 2000 N. Chestnut Avenue. The average of these six setbacks will be the required setback along the east side of Lot 3.
18. Please revise the 30' corner yard setback on Lot 3 so that is referred to as an exterior sideyard setback and so that it is the average of the setbacks of the existing homes on the frontage as outlined above. At end of the word "SETBACK" for the exterior sideyard setback on Lot 3, there should be an asterisk, which should reference a note elsewhere on the plat that reads "The actual required exterior sideyard building setback line may be less than or greater than XX' as prescribed in the Arlington Heights Municipal Code. Specifically, Section 5.1-2.2(c) of Chapter 28 allows the exterior side yard setback to be calculated based on the average of the existing setbacks of the frontage when 40% or more of the frontage is developed with yards of more than 10 feet in depth. If this code section is no longer applicable, the required setback shall be based on current code requirements." Please note that the value for XX should be the average of the existing setbacks (XX was used in these comments because you have not provided that average yet).
19. Section 29-309 of the Subdivision Code requires that easements be included on the Plat for each lot. Please add said easements, as well as the required easement provisions and signature blocks. An example of the standard language for these easement provisions and signature blocks can be provided at your request.
20. Per Section 29-209(C), PIN's must be added to the four corners of each new lot if no PIN is currently present. Please add a note on the Plat of Subdivision or Engineering plans outlining such.
21. Per Section 29-209(J), a legal description is required on the plat for all areas of land dedicated for public use. Please include a legal description on the plat for the land to be dedicated as ROW.
22. The information as required in Sections 29-209L through Q must be added to the plat.

Prepared by:



The Estates of LaSalle Subdivision
2000 N. Chestnut
PC #19-009
July 24, 2019

Tree Preservation

- 1) A tree survey that indicates the size and species (both scientific and commons names) and condition of all trees located on the parcel with a trunk size of 3" caliper or greater must be provided.

Landscape Plan

- 2) Indicate the size and the species for the proposed replacement trees.

August 21, 2019

Mr. Sam Hubbard
Development Planner
Planning and Community Development
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

RE: 2000 North Chestnut Avenue (Estates of LaSalle Subdivision) PC No. 19009 (IG 19642)

Dear Mr. Hubbard.

In response to your review letter of July 17, 2019, we are enclosing 5 sets of revised plans dated 8-20-19 and 5 copies of a revised Preliminary and final Plat of Subdivision dated 8-20-19.

As requested, we have included the following revisions:

Arlington Heights Police Department

1. Existing Street light is mounted to an existing power pole. The power pole will need to be relocated behind the proposed curb line, in the intersection.

Planning and Community Development Comments Dated 7-18-19

8. Noted and Understood. Existing buildings will be demolished within six months of Board approval of the Final Plat of Subdivision.
9. Preliminary Plat submitted for approval.
10. Final Engineering submitted for review and approval.
11. Noted and understood. Contributions will be completed, prior to building permit issuance.
12. Design Commission will be completed by the developer.
13. The developer will provide answers to Covenants, Restrictions and Conditions.
14. Revision date added to revised plans and plat.

P&CD Comments Dated 7-26-19

11. Noted and Understood.
12. Noted and Understood. Engineer's Opinion of Probable Construction Costs are enclosed for the on-site and right of way work.
13. Final plans referenced to State Plane Coordinate System.
14. Noted and Understood. Final plat of Subdivision must be approved by the Engineering Division, prior to final Plan Commission approval. The final plat, with all signatures must be submitted one week prior to the scheduled final Plan Commission meeting.

15. Volume control will not be necessary, according to MWRD requirements. Fee-in-lieu of detention will be paid by the developer.
16. Volume Control was removed and storm sewer added to drain rear yards. Storm sewer for Lots 1 and 2 will be connected to the existing LaSalle Street sewer. The sewer on the east side of Lot 3 was redirected to the LaSalle Street sewer system. A 10-inch pipe was sized for the redirected sewer. A composite "C" of 0.83, a 5-minute Tc for the 10-year storm, (6.48"/hr), a tributary area of 0.27 acres. "Q" = 1.45 cfs. A 10" pipe at 0.50% has the capacity of 1.55 cfs.
17. 2" of N50 surface, 5" of N50 Binder and 4" of CA-6 is indicated for the street widening. The existing curb was verified in the topographic survey and again verified in the field to be 2.5 to 3 inches high. Therefore, the design will remain as an M-3.12 curb and gutter.
18. ADA ramps follow IDOT guidelines. IDOT detail 222-424001-11 added to plans. New ramps for the southeast and southwest corners at Chestnut added to plan.
19. Top of foundation of south residence added to plan.

Preliminary Plat of Subdivision

20. Preliminary plat Checklist used to complete plat.
21. Heavy line added to encompass the dedicated area of the property, to the centerline of LaSalle and Chestnut.
22. Hatching provided to highlight dedicated area for public use.
23. Final plat checklist will be used to complete final plat, along with the additions of School District 25, Township Highschool 214 and Harper College District 512 and utility signature blocks.

Final Plat of Subdivision

15. Front yard setback distance labeled.
16. Specific side yard setbacks labeled on the plat.
17. The required side yard setback for Lot 3 was revised.
18. Note added to plat regarding side yard setback determination for Lot 3.
19. Drainage and utility easements added to the plat.
20. Note added regarding property corners to be installed at all corners, for each lot.
21. Legal description provided for area dedicate to public use.
22. Information from Section 29-209, L through Q were added to the plat, as required.

Tree Preservation

1. Tree survey was prepared including size, species (scientific and common) and condition. Trees with a trunk size of 3-inches or greater were documented. See Tree Preservation Plan for details.

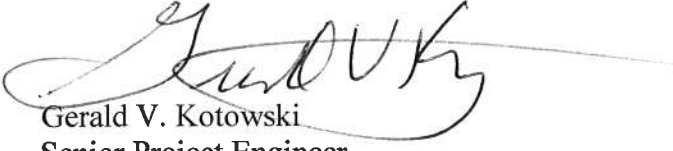
Landscape Plan

2. Size and species of trees indicated on plan.

Mr. Sam Hubbard
August 21, 2019
Page 3

Please include our file number 19642 on any further correspondence. If there are any questions, please do not hesitate to contact us.

Very truly yours,
IG Consulting, Inc.



Gerald V. Kotowski
Senior Project Engineer

Encl:

G:\IG\19\19642\Corresp\Hubbard Response Letter 8-5-19.doc

Memorandum

To: Sam Hubbard, Planning and Community Development
From: Cris Papierniak, Assistant Director of Public Works 
Date: September 18, 2019
Subject: 2000 N Chestnut - Estates of LaSalle, P.C. #19-009 - Round 2

With regard to the proposed Final Plat of Subdivision, I have the following comments:

- 1) New water services must be 1.5" to the meter and the meters will be 1". The plan sheet details a 1.25" water service, however the detail sheet calls for 1.5", reconcile this disparity.
- 2) The Village will not maintain the proposed 6" rear yard drains as designed. The drains must have lids with the word "PRIVATE" forged on top. As designed the proposed storm drain is 6" and utilizes a blind connection. The Village will not maintain either of those scenarios.
- 3) Provide a detail of the proposed blind connections for the private rear yard storm drains to the public storm sewer, the connection must be cored and a "Kor-N-Seal" must be utilized
- 4) Verify the condition of the sidewalk along N Walnut Ave. If there are poor conditions or drainage problems, squares must be replaced with new construction.
- 5) Plans do not show roadway patchwork. It is required for new curb installation (west side of Chestnut, east side of N Walnut).
- 6) What is the purpose to jog in sidewalk at N Walnut Ave?
- 7) Roadway surface patch shall extend 2' beyond the edge of any utility trench.
- 8) See attached Landscaping recommendations

C. file

**LANDSCAPE PLAN NOTES
FOR THE PROPOSED DEVELOPMENT OF
LASALLE ESTATES SUBDIVISION
September 18, 2019**

ALL NOTES CAN BE REFERENCED TO PAGE 4 – LANDSCAPE PLAN

- A. Existing tree # 466 is an 8" White Mulberry (*Morus alba*) that is currently listed as being saved and would reside in the proposed new parkway. This tree is growing at a 45 degree angle to the south and is exhibiting dieback. In addition to this, *Morus alba* is an invasive weed species that is not recommended for planting by the Village. We recommend that the tree be removed when other existing vegetation surrounding it is removed. We also recommend that in its place an additional State Street Miyabe Maple be planted.
- B. Existing tree # 483 is a 19" Black Walnut (*Juglans nigra*) that is currently listed as being saved and would reside in the proposed new parkway. Although this tree is healthy and well structure, we perceive its post construction viability to be low. There will be a large impact to the tree's root zone from street widening on the north side of the tree, as well as driveway installation to the west and sidewalk installation to the south. With such a significant disruption of the root zone, we predict that the tree would shortly begin to decline and then would have to be removed and replaced by the Village. Also due to its location, the replacement tree would have to be installed in exactly the same area, which would also add additional expense to stump removal operations. We recommend that this tree be removed when other existing vegetation surrounding it is removed. We also recommend that in its place an additional State Street Miyabe Maple be planted.
- C. We concur with the placement and species selection for the remainder of the trees to be planted on the LaSalle side of the development.
- D. We recommend that the 3 State Street Miyabe Maples that are to be planted on the Chestnut side of the development be changed. Three phase overhead electrical lines, as well as other numerous overhead utilities, exist in this area and will lead to conflicts between the trees and the utilities. Our suggestion for a more appropriate species for this area would be Ivory Silk Japanese Tree Lilac (*Syringa reticulata* 'Ivory Silk') in a single stem tree form.
- E. There is currently a vacant planting location on the north side of LaSalle across from proposed Lot #2. This location has not previously been planted due to existing trees on the proposed development site hanging out and over the road, which would hinder growth in a newly installed tree. We recommend that a Swamp White Oak (*Quercus bicolor*) be installed in this location since competing vegetation will be removed with development.
- F. There are currently no trees listed on the plan to be installed on the Walnut side of the project. We recommend 3 Baldcypress (*Taxodium distichum*) be installed in this area.

PLAN COMMISSION PC #19-009
The Estates of LaSalle Subdivision
2000 N Chestnut Ave
Preliminary & Final Plat of Subdivision
Round 2

RECEIVED
SEP 13 2019
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

24. The petitioner's response to Comment No. 11 is acceptable.
25. The petitioner's response to Comment No. 12 is noted. The Village is in receipt of the Engineer's Estimate and has the following preliminary comments on the public improvements:
- a. The proposed cross section is missing the second layer of 2 ¼" HMA N50 surface course
 - b. Item A2 should be revised to reflect 5" HMA N50 Binder Course
 - c. Manholes will be required at the proposed storm sewer connections on LaSalle St and shall be added to the estimate
 - d. The side yard storm sewer shall be 10" and inlets installed instead of yard drains
 - e. The demolition plan calls for two utility poles to be relocated
 - f. Detectable warning panels shall be added to the estimate

Upon receipt of the revised estimate, the Village will proceed with generating the fee letter.

26. The petitioner's response to Comment Nos. 13 and 14 are acceptable.
27. The petitioner's response to Comment No. 15 is noted. A fee in lieu of detention in the amount of \$9,002 shall be paid at time of permit.
28. The petitioner's response to Comment No. 16 is noted. New manholes shall be constructed at the connection to the existing storm sewer on LaSalle St. Regarding the side yard drainage, the storm sewer shall be 10" and inlets installed instead of yard drains. This can be addressed at permit.
29. The petitioner's response to Comment No. 17 is noted. The proposed cross section shall consist of 2" N50 surface, 2 ¼" N50 surface, 5" N50 binder, and 4" CA-6. The cross section included in the plans does not show the 2 ¼" N50 surface (second lift). Revise the cross section accordingly. This can be addressed at permit.
30. The petitioner's response to Comment No. 18 is acceptable.
31. The petitioner's response to Comment No. 19 is noted. The proposed top of foundation for all three lots are higher than the adjacent property to the south. It appears that the top of foundation for each of the homes could be lowered a minimum of 6" to 1' and still provide adequate side yard and rear yard drainage. This can be addressed at permit.

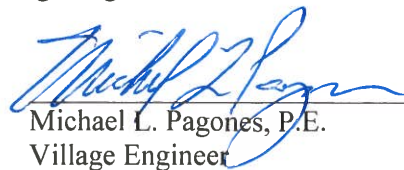
TRAFFIC

32. The utility pole/street light at the southwest corner of Chestnut Ave and La Salle that is to be relocated, the existing street light can be eliminated as there is an existing street light on the northwest corner. The Village may also require that a new street light be installed on Chestnut Ave, south of LaSalle St, near the south limits of the property, or include a fee in lieu of a new street light and the necessary electrical improvements. This can be addressed at permit. For reference, below are the existing street lights on LaSalle St:



PRELIMINARY AND FINAL PLAT

33. The petitioner's response to comment No. 20 is noted. The Engineering Division will defer to the Planning Department regarding final approval of the building setback lines shown on the final plat.
34. The petitioner's response to comment No. 21 is noted. The heavy line shall encompass the entire existing lot. Revise the plat accordingly.
35. The petitioner's response to Comment Nos. 22 and 23 are acceptable.
36. The bearings of all property lines shall be shown on the plat.
37. "Director of Engineering" shall be revised to "Village Engineer".


Michael L. Pagones, P.E.
Village Engineer

9/13/19
Date

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

The Estates of LaSalle Preliminary
2000 N. Chestnut Ave.

Round 2 Review Comments

09/11/2019

1. **Character of use:**
Nothing further.
2. **Are lighting requirements adequate?**
Nothing further.
3. **Present traffic problems?**
Nothing further.
4. **Traffic accidents at particular location?**
Nothing further.
5. **Traffic problems that may be created by the development.**
Nothing further.
6. **General comments:**
Nothing further.

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SEP 11 2019
PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

A.O. #330

Alexandra Ovington, Crime Prevention Officer
Community Services Bureau

Doug Hajek #634
Doug Hajek, Sergeant
Community Services Bureau

Planning & Community Development Dept. Review

September 13, 2019



REVIEW ROUND 2

Project: LaSalle Estates Subdivision – 2000 N. Chestnut Avenue
Proposed Subdivision

Case Number: PC 18-009

General:

23. The responses to comments #8-#12, #14, #15, and #19-#21 are acceptable.
24. The response to comment #13 is incomplete. Please clarify if the developer is proposing any CCR's.
25. The response to comment #16 is noted. The Village is requesting that you modify the western side yard setback for Lot 1 from 9.19' to 20' as this yard will function more like an exterior side yard given the proximity to Walnut Avenue. Of note, staff is supportive of a variation to Lot 3 to reduce the western exterior side yard setback from 40' to 30'. Please adjust the plans if this reduction is desired for Lot 3. Of note, the setback for Lot 1 (and potentially Lot 3) will also need to be adjusted on the Engineering Plan sheets 3, 4, and 5, as well as on the Preliminary Plat.
26. The response to comment #17 is noted. Please see comment #25 above.
27. The response to comment #18 is noted. If the developer elects to proceed with the requested variation to the exterior sideyard setback on Lot 3, then the asterisk and associated language must be removed from the Preliminary and Final Plat as it will no longer be applicable.
28. The response to comment #22 is noted. Please change the word "(Number)" in the Deed of Dedication to "5" since the easements are 5' wide.

Prepared by:

Sam J. [Signature]

The Estates of LaSalle Subdivision
2000 N. Chestnut
PC #19-009
September 10, 2019

- 1) It is recommended that tree #648, Silver Maple be preserved.
- 2) At time of permit, coordinate with the Village Forester regarding the species for the trees within the parkway. A tree fee of \$4 per lineal foot of frontage is required at time of permit.

September 20, 2019

Mr. Sam Hubbard
Development Planner
Planning and Community Development
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

**RE: 2000 NORTH CHESTNUT AVENUE (ESTATES OF LASALLE SUBDIVISION)
PC NO. 19-009 (IG #19642)**

Dear Mr. Hubbard:

In response to review letters of September 13 and September 18, 2019, we are responding to comments from Planning and Community Development, Engineering, Public Works and Landscape.

As requested, we have included the following revisions:

Planning and Community Development Comments Dated 9/13/19 (Comments by Sam Hubbard)

- 23. Noted and understood.
- 24. The Developer is not proposing CCR's.
- 25. The western side yard setback for Lot 1 has been modified to 20' and the eastern side of Lot 3 was changed to 30'. It is our understanding that staff will support 30' for Lot 3 side yard setback.
- 26. Please see comment 25 above.
- 27. Asterisk and associated language removed.
- 28. We have revised the word ("Number") in the Deed of Dedication to "5".

**Plan Commission PC # 19-009 , Preliminary and Final Plat of Subdivision Round 2
Comments Dated 9/13/19 (comments by Michael Pagones)**

- 24. Noted and understood.
- 25. Engineer's Estimate:
 - a. The proposed cross section has been revised to show 2" of HMA, N50, Surface Course, 2 ¼" of HMA, N50, Surface Course, 5" of HMA N50 Binder Course and 4" of Aggregate Base Course. Milling and resurfacing of the existing pavement will be 2".
 - b. Item A2 in the EOPC has been revised to reflect 5" HMA N50 Binder Course.
 - c. Manholes are now shown at the proposed storm sewer connections on LaSalle Street and added to the estimate.
 - d. The side yard storm sewer is now 10" and inlets installed instead of yard drains.

- e. One existing utility pole at the intersection of LaSalle and Chestnut will be relocated. The second pole is a service pole that will be removed and not relocated.
- f. Detectable warning panels added to the estimate.
- 26. Noted and understood.
- 27. Understood, will address at permit.
- 28. New manholes will be constructed at the connection to the existing storm sewer on LaSalle Street. For the side yard drainage, the storm sewer will be 10" and inlets installed instead of yard drains. Will address at permit.
- 29. See response to comment 25a. Will Address at permit.
- 30. Noted and understood.
- 31. Lowering top of foundation should be looked at carefully to insure side yard, as well as rear yard drainage, with lots 1 and 3. Will address at permit.

Traffic

- 32. Noted and understood. An additional street light may be placed south of LaSalle on chestnut at the discretion of the Village. Fee in lieu of may be required. This will be addressed at permit.

Preliminary and Final Plat

- 33. Setbacks have been agreed upon by the Village and Plat of Subdivision approved by Planning and Engineering, on 9-19-19.
- 34. We have revised the Plat showing a heavy line encompassing the entire existing lot.
- 35. Noted and understood.
- 36. The bearings of all property lines are shown on the plat.
- 37. "Director of Engineering" has been revised to "Village Engineer".

Public Works Department, dated 9/18/19

- 1. Water service was changed to 1.5 inches and 1 inch meter will be used.
- 2. Inlets will be private and tops of lids will be forged with "Private". Storm drains will have manholes installed in the main on LaSalle Street.
- 3. See response comment 2.
- 4. There is no sidewalk along the east side of Walnut Avenue. The west side will be reviewed.
- 5. Patchwork indicated on the Site Development Plan.
- 6. The sidewalk is aligning with the existing sidewalk across the street.
- 7. A note is added to the plan indicating "Roadway surface patch shall extend two feet beyond the edge of any utility trench".

Landscape

- A. Tree 466 will be removed and replaced with a State Street Miyabe Maple.
- B. Tree 483 will be removed and replaced with a State Street Miyabe Maple.
- C. Noted and understood.

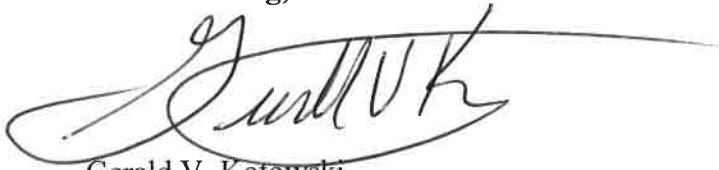
- D. The 3 State Street Maples will be changed to Ivory Silk Japanese Tree Lilac, single stem tree form.
- E. A Swamp White Oak will be planted on the north side of LaSalle Street, across from proposed Lot 2.
- F. 3 Bald Cypress will be planted on Walnut Street.

Additional Landscape Comments

- 1. Tree 648 will be slated to save. However, it should be noted that a 10" storm sewer will be installed along the property line, between lots 1 and 2, 5 feet from the tree and a high probability that the proposed foundation for Lot 1 will be 5 feet from the tree.
- 2. The developer will coordinate with the Village Forester, regarding tree species in parkway and fees.

Please include our file number 19642 on any further correspondence. If there are any questions, please do not hesitate to contact us.

Very truly yours,
IG Consulting, Inc.

A handwritten signature in dark ink, appearing to read 'Gerald V. Kotowski', with a long, sweeping horizontal line extending to the right.

Gerald V. Kotowski
Senior Project Engineer

PLAN COMMISSION PROJECT TIMELINE

Project Name: LaSalle Estates Subdivision

PC Number: 19-009

Location: 2000 N. Chestnut Ave.

Requested Action:

1. Preliminary and Final Plat of Subdivision approval to subdivide the subject property into three lots
2. Variation to Chapter 28, Section 5.1-2.2, Required Minimum Yards, to reduce the required exterior side yard setback on Lot 3 from 40 feet to 30 feet.

	Date	Number of Business Days
Petitioner Provides Plans needed for CPRC	04/24/19	-
Conceptual Plan Review Meeting (CPRC)	05/22/19	20
Awaiting PC Application	07/12/19	35
PC Application Submittal Date	07/12/19	-
1 st Round Department Comments	07/26/19	10
Petitioner's Response – 1 st Round	09/04/19	27
2 nd Round Department Comments	09/13/19	7
Petitioner's Response – 2 nd Round	09/20/19	5
PC Hearing*	09/25/19	52 days from application date
PC Hearing**	10/23/19	20
Village Board***	11/18/19	17
Anticipated Village Board Ord. Adoption	12/02/19	8

*Due to the petitioners failure to place a required public hearing sign, which was discovered during the Sept. 25th public hearing, the hearing was deemed invalid.

** This was the next eligible hearing date for the petitioner based on the requirements for public notice.

*** Petition could not be accommodated on the 11/4/19 Village Board meeting due to a full agenda.



**Village Board
11/18/2019**

Item: Ordinance - Agreement - Firefighters Association, Local 3105, I.A.F.F.

Department: Fire/Legal

A new collective bargaining agreement with the Arlington Heights Firefighters Association, Local 3105, I.A.F.F. is attached for approval. This new agreement was reached utilizing the Interest Based Bargaining (IBB) process, which we have been using since 1999. Both sides again found the IBB process to be a significant improvement over traditional collective bargaining. The new agreement is for three years, with an expiration date of December 31, 2022. This Agreement has been ratified by the Firefighters.

Due to the fact that this is a very mature contract and that the parties have a long history of working together, there were very few changes from the previous contract. We reached agreement on issues dealing with when the probationary period begins, how to deal with firefighters who do not show up for testing components, use of light duty for non-work related injuries or illnesses, ensuring coverage for firefighters taking training classes, and the ability of firefighters to earn compensatory time in lieu of overtime pay.

The parties agreed to salary schedule adjustments of 2.5% for 2020, 2.3% for 2021, and 2.25% for 2022. In addition, the parties agreed to an increase in the employee's contribution towards insurance, moving it from 12% to 14% effective January 1, 2022. Finally, consistent with settlements for the last several contracts with the IAFF where the contract was voluntarily agreed-upon prior to its expiration date, the members will receive a signing bonus.

If any Board member has any questions at the meeting about the contract, a Closed Session should be requested for the purpose of discussing collective bargaining matters.

RECOMMENDATION

It is recommended that the Village Board approve the attached Ordinance Approving an Agreement between the Village of Arlington Heights and the

Arlington Heights Firefighters Association, Local 3105, I.A.F.F.

ATTACHMENTS:

Description

IAFF CBA 2020-2022

Type

Ordinance

AN ORDINANCE APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS
AND THE ARLINGTON HEIGHTS FIREFIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

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

SECTION ONE: A certain agreement by and between the Village of Arlington Heights and the Arlington Heights Firefighters Association, Local 3105, I.A.F.F. related to the conditions of employment for the years 2020 to 2022 for certain firefighters of the Arlington Heights Fire Department, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and the Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 18th day of November, 2019.

Village President

ATTEST:

Village Clerk

AGREEMENT

between

VILLAGE OF ARLINGTON HEIGHTS

and

**ARLINGTON HEIGHTS FIREFIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.**

2020-2022

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AGREEMENT

This Agreement is made and entered into by and between the Village of Arlington Heights (“Village”) and Local 3105, International Association of Fire Fighters, AFL-CIO, CLC (“Union”).

It is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, hours of employment, fringe benefits, and all other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt, impartial, and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time firefighters below the rank of Fire Marshall and Fire Captain, but excluding all sworn full-time firefighters in the rank of Fire Marshall and Fire Captain and above, Fire Commanders, any employees excluded from the definition of “firefighter” as defined in Section 1603(g)-(l) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended. Notwithstanding the foregoing, if an employee holds a full-time position as Director of Paramedic Services, he shall be excluded from the bargaining unit.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, unfavorable discharge from military service, sexual orientation, or gender identity or Union membership or non-membership. Any dispute concerning the interpretation and application of this paragraph with respect to alleged discrimination because of shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III
DUES CHECKOFF AND UNION RIGHTS

Section 1. Dues Checkoff. The Village will deduct from each employee's first two paychecks each month the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount twice each year during the life of this Agreement by giving the Village at least 30 days' notice in writing of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted, together with a list of the employees from whom dues have been deducted, to the person designated by the Union in writing not later than 15 days after the issuance of each paycheck from which dues have been deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished by the Union under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

Section 3. Union Use of Bulletin Board. The Village will make available space for a bulletin board (not to exceed 3 ft. by 3 ft.) in each station for the posting of official Union notices of a non-derogatory or non-partisan political nature. The Union will limit the posting of Union notices to such bulletin board and shall be responsible for maintaining its bulletin boards. The Village shall notify the Union of any materials posted on Union bulletin boards which the Village believes do not comply with the provisions of this Section.

ARTICLE IV

LEAVES OF ABSENCE

Section 1. Sick Leave. An employee shall be granted one day of sick leave for each full calendar month that an employee is on the active payroll, provided that sick leave credit for any employee shall not exceed 240 sick leave days at any one time. Sick leave shall be allowed only in cases when the employee is actually sick or disabled, there is illness in the employee's immediate family (including birth of a child) or, with the approval of the Fire Chief or his designee, to attend appointment with a doctor or dentist. For purposes of accruing and using sick leave days, a sick leave day for employees assigned to 24-hour shifts shall be 12 hours; for employees assigned to 7.5-hour shifts, a sick leave day shall be 7.5 hours. An employee's accumulated sick leave hours shall be made available upon reasonable request by calling/writing the Deputy Chief's office.

In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled work day in accordance with any rules and regulations that may be in effect governing such notification.

In order to receive pay for a sick leave day that occurs immediately before or immediately after any other regularly scheduled paid day off the employee must establish proof of sickness to the reasonable satisfaction of the Fire Chief or his designee.

It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls (for employees suspected of abuse, including employees who are frequently absent), and/or taking disciplinary action, including dismissal.

Employees suspected of sick leave abuse will not be disciplined. An employee who is found to have abused sick leave may receive progressive discipline in accordance with the current collective bargaining agreement and the General Orders of the Fire Department or successor document, up to and including dismissal.

With regard to an employee suspected of sick leave abuse, should the Fire Chief, or designee, order an employee to obtain an examination to determine that employee's illness and/or fitness for duty, the medical expense, including that employee's time, shall be borne by the Village.

For retirements occurring on or after the date this Agreement is ratified by both parties, an employee who receives a pension pursuant to the Firefighters' Pension Fund (40 ILCS 5/4-101 et seq.) will receive one month's continued coverage under the Village's Comprehensive Medical

Program (Article XII, Section 1) for each six days of unused sick leave that the employee has at time of retirement.

Sick leave may not be used for absence due to a work-related injury for which compensation has been provided to the employee under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use earned but unused paid time off.

Section 2. Funeral Leave. In the event of a death in the employee's immediate family, an employee assigned to 24 hour shifts will be granted up to two shift days of leave without loss of pay for the purpose of attending the funeral; provided, however, an employee will still be eligible for funeral leave even though the employee does not actually attend the funeral if there are extenuating circumstances which prevent the employee from attending the funeral (e.g., the employee has to stay at home to take care of children while the employee's spouse attends the funeral). Requests for extensions of one duty day for 24-hour personnel shall not be unreasonably denied, but any such days shall be charged to sick leave. Non-shift employees shall be eligible for funeral leave in accordance with the Village Employee Handbook, in existence on the date this Agreement is executed. Immediate family shall be defined as the employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 3. Emergency Leave. An employee may request up to three hours of emergency leave to attend to an emergency situation that arises in the employee's family or home during hours of work. The Fire Chief or his designee in considering a request for emergency leave shall take into account whether or not the occasion actually requires that the employee be absent from work in relationship to the needs of the Department, provided that the Fire Chief or his designee shall not arbitrarily and unreasonably deny a request for emergency leave. Additional emergency leave may be granted at the sole discretion of the Village.

Section 4. Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall be retained by the employee and shall not be subtracted from the employee's regular wages. For purposes of administering this Section, the following guidelines shall be observed:

- If an employee is picked to serve as a juror for a trial on his shift day, and the trial continues to the next calendar day, the employee may go home after court without loss in pay on the duty day he serves as a juror.

- If the trial concludes or is not scheduled to resume the next day, the employee shall report for duty for the remainder of his or her shift.
- If an employee is serving as a juror in an ongoing trial, then the employee will normally be released without loss in pay at 8:00 pm on the shift day before the trial is scheduled to resume.
- If an employee is serving as a juror in a multi-day trial but court is not scheduled for his/her duty day, the employee shall report for duty.
- If an employee is summoned for jury duty, said employee shall normally be released at 0600 on such day, with no loss in pay.

Section 5. Witness Leave. An employee who is subpoenaed to testify with respect to lawsuits or administrative proceedings other than Board of Fire & Police Commission Proceedings, which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activity at the request of the Union) shall be:

1. excused from work without loss of pay if his required participation occurs during duty hours; or
2. paid at his applicable hourly rate of pay if his required participation occurs during off-duty hours.

Any compensation which the employee receives from an outside third party for testifying in a lawsuit or administrative proceeding shall be retained by the employee and shall not be subtracted from the employee's wages (if any).

If an employee is subpoenaed at the request of the Fire Chief to testify in a hearing before the Board of Fire and Police Commission, the employee shall either be released from duty without loss of pay or paid the applicable hourly rate of pay for all hours of required off-duty participation, whichever is applicable. If an employee is subpoenaed at the request of someone other than the Fire Chief in such a hearing, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if he testifies during his off-duty hours.

If an employee is subpoenaed to testify in lawsuits or administrative proceedings which do not arise out of the employee's employment by the Village, the employee shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay. Employees who are subpoenaed by the Union to testify in lawsuits, administrative proceedings or arbitrations shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay, provided that the parties shall make every reasonable effort to schedule such hearing appearances that are within their control during non-work hours.

Section 6. Military Leave. Military leave, including reserve duty and training, shall be in accordance with applicable federal and state law. Employees who are required to attend periodic weekend military training sessions on the days on which they would otherwise be scheduled to work may use accumulated vacation time (pursuant to Article IX), request a duty trade pursuant to Article VIII, Section 8, or take time off without pay pursuant to Section 7 of this Article.

Section 7. Unpaid Leaves of Absence. A non-probationary employee may request that the Fire Chief recommend to the Arlington Heights Fire and Police Commission that such employee be granted an unpaid leave of absence not to exceed one year, with the understanding that the Fire Chief will not arbitrarily and unreasonably refuse to make such a recommendation. If the Fire Chief makes such a recommendation, it shall be subject to the approval of the Arlington Heights Fire and Police Commission and such rules and regulations as the Arlington Heights Fire and Police Commission may adopt from time to time governing same. The Fire Chief or his designee may, at the Fire Chief's sole discretion, grant a non-probationary employee up to three unpaid leaves of absence in a calendar year without seeking approval of the Arlington Heights Fire and Police Commission, provided the combined total of such leaves does not exceed 30 calendar days.

Unpaid leaves granted pursuant to Sections 4.5 (Witness Leave), 4.6 (Military Leave), 4.9 (Leave for Union President) and 14.22 (Posting of Fire Service Training Opportunities) shall be deducted from the 30 calendar day limit referred to in this Section, but shall not count as one of the three occurrences permitted under this Section. The criteria for approving or denying leaves under Sections 4.5, 4.6, 4.9 and 14.22 shall otherwise be as set forth in each of those Sections.

Section 8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to (1) a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence as long as there is no significant expansion of such employment, (2) employment that is integrally related to the purpose of the approved leave, or (3) employment that has been approved in advance by the Village Manager in writing due to extenuating circumstances.

Section 9. Leave for Union President. Upon written request submitted to the Fire Chief at least two weeks in advance, the Union President or his designee shall be granted leave without pay for any scheduled duty day(s) that are needed to attend the State and/or National convention of the IAFF, semi-annual meetings of the Northern District of the AFFI, and semi-annual meetings of

the Eighth District of the IAFF. The time that the Union President or his designee is absent from regularly scheduled hours of work while on such unpaid leave will nevertheless be counted as hours worked for the sole purpose of determining eligibility for overtime pay as provided in Article VIII, Section 5, of this Agreement.

ARTICLE V

SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority. Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn firefighter in the Fire Department of the Village uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the firefighters on the Fire and Police Commission hiring or promotional list, whichever is applicable, with the firefighter higher on the applicable list being the more senior. Where the term “seniority” is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 2. Probationary Period Upon Initial Hire. All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of 12 months. The probationary period will begin on the first day an employee works a 24 hour shift. While an employee is a probationary employee, the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employee may have separate and apart from this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

The probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time, i.e, day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four weeks or more during the first 12 months of employment.

Section 3. Seniority List. On or before November 1 each year, the Village will provide the Union with a seniority list setting forth each employee’s seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within 30 calendar days after the Union’s receipt of the list.

Section 4. Layoff. If the Village decides to lay off employees, the employee with the least continuous full-time employment on the affected job category (i.e., Lieutenant, Firefighter II -

paramedic, Firefighter II - engineer, and Firefighter I) shall be laid off first. An employee who otherwise would be laid off may bump the least senior employee in another job category if the employee is fully qualified to perform the job duties of the least senior employee in said job category.

Notwithstanding the above, in no event shall any employee be laid off who would not be laid off pursuant to the provisions of 65 ILCS 5/10-2.1-18. For purposes of determining which employee(s) will actually be laid off, Firefighter II - paramedic, Firefighter II - engineer, and Firefighter I shall be all considered the rank of firefighter. After any bumping as provided above, the last hired firefighter shall be the first laid off.

Section 5. Recall. Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to 21 calendar days to report back to work from date of receipt of the notice of recall (provided that the Fire Chief for good cause shown may extend the number of days to 28), provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged for just cause;
- c) retires or is retired;
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior to going on an approved leave of absence);
- e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- f) is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within seven days or to report for work within 21 days after having been recalled;

- g) does not perform work for the Village (except for military service or an established work related injury compensable under workers' compensation or employees receiving disability pension) for a period in excess of 12 months.

Section 7. Seniority Adjustments. Seniority shall be interrupted in the event an employee is placed on a non-duty disability pension exceeding 30 calendar days, granted an unpaid leave of absence exceeding 30 calendar days, or is laid off. When an employee returns from a non-duty disability exceeding 30 calendar days, unpaid leave of absence exceeding 30 calendar days, or a layoff, his seniority shall be his length of service up to the date of layoff, disability or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement. Employees shall have the right to authorize in writing the Union to file and process grievances on their behalf, or to file grievances without the intervention of the Union.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's (in most cases, the Battalion Chief) immediate supervisor outside the bargaining unit, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than 14 calendar days from the date of the first occurrence of the matter giving rise to the grievance or within 14 calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response including the reasons therefor to the grievant within seven calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Fire Chief, or his designee, within seven calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant within seven calendar days after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Fire Chief within seven calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven calendar days with the grievant and no more than two authorized representatives of the Union at a time mutually agreeable to the parties within said seven day period. The Fire Chief or his designee may invite one other non-bargaining unit employee to be present at such meeting. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant and the Union within seven calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven calendar days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Union representative(s) within 14 calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer including the reasons therefor to the grievant and Union within 14 calendar days following the meeting.

Section 3. Bypassing Steps. The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure.

Section 4. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to

arbitration, as described below, within 21 calendar days of receipt of the Village's written answer as provided to the Union at Step 4. Only the Union may refer grievances to arbitration.

- a) The parties shall attempt to agree upon an arbitrator within seven calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven day period, the parties shall jointly request the American Arbitration Association to submit a panel of seven arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that any panel be composed only of members of the National Academy of Arbitrators. The parties agree to use the AAA's ranking process for determining which of the seven arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested.
- b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his/her decision in writing within 30 calendar days following the close of the hearing or the simultaneous submission of briefs by the parties, whichever is later.
- e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5. Attendance at Grievance Meetings. If any grievance meetings/arbitration hearings are scheduled during the working hours of any grievant who desires to attend or his Union representative, such employee(s) shall be released from duty to attend such meetings/arbitration hearings without loss of pay.

Section 6. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, applicable court decisions, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 6 shall be final and binding.

Section 7. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within 14 calendar days after the first occurrence of the event giving rise to the grievance or within 14 calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further; provided, however, that such a waiver shall not serve to waive an employee’s right to file a future grievance involving similar facts and circumstances. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer; provided, however, that such a settlement shall not serve to waive an employee’s right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE VII

NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform mandatory overtime, mass resignations or mass absenteeism, regardless of the reason for so doing.

Section 2. Obligations of Union. In the event of a violation of Section 1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Union complies with this Section 2 hereof, the Village agrees that the Union shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

Section 3. No Lockout. The Village will not lock out any employees as a result of a labor dispute with the Union.

Section 4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 2. Normal Work Day and Work Week. The normal work day and work week for employees assigned to 24-hour shifts shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). Twenty-four hour shifts shall start and end at 8:00 a.m. In lieu of holidays and to reduce the average work week, every ninth shift shall normally be scheduled off (i.e., Hanson days).

The normal work day and work week for employees assigned to 7.5-hour shifts shall be 37.5 hours based on five 7.5-hour shifts, Monday through Friday, excluding any unpaid lunch period that may be scheduled. Such 7.5-hour shifts shall fall between the hours of 8:00 a.m. and 5:00 p.m.

Section 3. Normal Work Cycle. The normal work cycle for employees assigned to 24-hour shifts shall be 27 days. The normal work cycle for employees assigned to 7.5-hour shifts shall be 28 days.

Section 4. Changes in Normal Workday or Normal Work Cycle. Subject to Sections 2 and 3 above, should it be necessary in the Village's judgment to establish individual schedules departing from the normal work day, normal work week, or the work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours advance notice of such change to all employees whose normal work day, normal work week, and/or normal work cycle is changed, provided that such changes are not made for arbitrary and capricious purposes. Employees shall not be required to alter their normally scheduled hours of work without their consent in order to prevent such employees from being eligible for overtime pay.

Section 5. Overtime Pay and Compensatory Time. Employees assigned to 24-hour shifts shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 204 in their 27-day work cycle or in excess of 24 hours in a work day. Employees assigned to 7.5-hour days shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 150 hours in their 28-day work cycle or in excess of 75 hours in a two-week pay period.

An employee's regular hourly rate of pay shall be based upon a 49.8 hour work week for 24-hour shift personnel and a 37.5 hour work week for 7.5-hour personnel and shall be determined by dividing the employee's annual salary by 2598 for 24-hour shift personnel and by 1950 for 7.5-hour personnel.

In accordance with the policy and practice in effect prior to the effective date of this Agreement, the provisions of this section shall not be applicable to special details (e.g., race track) which are compensated at an hourly rate established by the Village.

In lieu of overtime pay, employees may elect to take Compensatory Time ("Comp Time"). Employees electing Comp Time for some or all overtime earned will have a rolling bank for Comp Time. (e.g. An employee works a 24-hour hireback and elects to take the overtime hours as Comp Time. Comp Time of 36 hours is placed in the employee's Comp Time bank. An employee who works a 24-hour hireback on a paid holiday would be entitled to bank 48 hours of Comp Time.). This banked time may be scheduled and used as time off under the following rules:

1. Employees may have no more than 108 hours in their Comp Time bank at any time. All Comp Time hours must be used by the end of the calendar year. Any unused Comp Time

hours in an employee's bank on December 31 shall be paid out at the employee's straight time hourly rate in effect as of December 31st.

2. A request to schedule Comp Time must be submitted no later than 5pm on the employee's duty day prior to the date that time is requested off.
3. Comp Time shall be scheduled for a minimum of eight hours to a maximum of 24 hours, with time taken in ½ hour increments.
4. If the Comp Time request is scheduled to start after 8am, the time requested must complete the shift, i.e., run through the end of the scheduled shift. Comp Time may not be scheduled to start after 10pm.
5. No more than two employees shall be allowed off on Comp Time each day. Requests will be processed on a first-come first-serve basis. Only one of the two employees off on Comp Time on any day can be a lieutenant.
6. An employee off duty on Comp Time is ineligible for hirebacks or any other Department overtime except for General Callbacks.

If at the time an employee submits a Comp Time request that request causes a hireback, 1.5 times the hours requested will be removed from the employee's Comp Time bank. (e.g. An employee submits a Comp Time request for an entire 24-hour shift. Granting the request will cause the staffing for that shift to be below the minimum. The employee will be charged 36 hours of Comp Time for the 24 hour shift.).

Section 6. Distribution of Hirebacks. Except in emergency circumstances where it is not feasible to use the hireback procedure set forth herein, the opportunity to work hirebacks shall be in accordance with the following procedures.

Advance Hireback Procedure.

Rosters A, B, and the Availability List as described herein, shall be used when the Village anticipates a hireback in advance of the shift when the hireback will be worked, i.e., before the shift begins. The Battalion Chief or his designee shall prepare, maintain, and post in each fire station current seniority-based rosters of firefighters, firefighters/paramedics, firefighters/engineers, and lieutenants who are qualified and available for hireback. Roster A shall be used when the Village anticipates, in advance of the shift, that the hireback will be for twelve consecutive hours or less. Roster B shall be used when the Village anticipates, in advance of the shift, that the hireback will be for over 12 consecutive hours. In any event, however, an employee shall only be compensated for hireback hours actually worked, regardless of from which roster the employee was hired back. The Availability List shall be prepared as follows: Eligible employees (i.e. employees without prior scheduled department obligations) shall notify their respective company officer of their availability for a hire back on the A and/or B roster by 7pm on their shift day unless they are delayed on a call. Company officers shall take these names and notify the on duty Battalion Chief via email by 8 pm unless they are delayed on a call.

If the Village determines that it is necessary to hire back in any classification, employees shall be hired back by classification in the order in which they appear on the applicable written roster and the Availability List. Any employee whose name is not on the Availability List will not be contacted by the on duty Battalion Chief. The on duty Battalion Chief will make every attempt to notify/fill the hireback as soon as the need is established and they have received the Availability List. On the day of the hireback, employees will make every attempt to proceed to the station of their hireback as soon as possible.

Once an employee accepts or refuses a hireback from a particular roster, such employee shall not be offered another hireback opportunity from the same roster until their name comes up in rotation on the same roster. In addition, once an employee has accepted a hireback off either roster on a specific occasion, then such employee shall be ineligible for another hireback off either roster for the same duty day. If a vacancy still exists after the Availability List for Roster A and/or Roster B has been exhausted, the Battalion Chief shall fill the remaining vacancies from the mid shift hireback procedures and the C roster as described later in this Section.

Selection of employees for hireback opportunity shall first come from the preceding shift if the need for the hireback is known before the shift ends.

If an employee is hired back off Roster A in a specific instance but actually works more than 12 hours on such occasion, then such employee will not lose his/her place on Roster A, but shall be passed over the next time his/her name comes up for a hireback opportunity on Roster B. Conversely, if an employee is hired back off Roster B in a specific instance but actually works less than 12 hours on such occasion, then such employee will not lose his/her place on Roster B, but shall be passed over the next time his/her name comes up for a hireback opportunity on Roster A.

Roster A and Roster B shall be reset to zero hirebacks for all employees every year, starting in January with the effective date of the shift change.

Mid Shift Hirebacks.

If the Village decides to hireback for a shift which has already begun (mid-shift), or has exhausted the Availability List for Roster A or Roster B, then it will follow the procedure described in this paragraph, whenever feasible. A third roster, known as Roster C, shall be prepared when this agreement is implemented. Roster C shall list all bargaining unit employees by seniority. When the Village decides to hireback mid-shift or has exhausted the availability list for Roster A or Roster B, it will issue a general page to all members of the bargaining unit. Employees who are off duty shall have 15 minutes to respond to the page. Among those responding, the most senior qualified employee with the fewest number of hirebacks on Roster C shall be assigned the

hireback. Roster C shall be reset to zero hirebacks for all employees every three years, starting in January with the effective date of the shift change. The first reset will be in January 2015 on the effective date of the shift change. The Village and the Union shall discuss any unforeseen implementation issues concerning this procedure during Labor Management meetings.

General Provisions

An employee who works a hireback on what would otherwise be his Hanson day shall only be eligible to receive overtime pay at time and one half his regular hourly rate of pay for those hours of work, if any, that are in excess of 204 in the employee's 27 day work cycle; hireback hours on a Hanson day which are not in excess of 204 shall be paid at the employee's regular straight time hourly rate of pay.

Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run), provided that such a holdover does not affect that employee's position on the hireback roster. If any employee establishes that he has not received his appropriate share of hireback opportunities in accordance with the procedure set forth herein, such employee shall have first preference to future hireback opportunities he is properly qualified to perform on the applicable hireback roster until the mistake has been corrected.

Absent emergency circumstances, employees shall not be scheduled to work more than 48 consecutive hours.

Section 7. Call Back Pay. Employees who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid one and one-half times their straight-time hourly rate of pay for all hours worked outside their normal shift, with a minimum of two hours' pay. This provision shall not be applicable to scheduled overtime.

Section 8. Duty Trades for 24 Hour Personnel. Employees shall be permitted not more than 50 completed duty trades between employees of equal qualifications (i.e., paramedic for paramedic, engineer for engineer, officer for officer, etc.) each calendar year provided the request for a duty trade is entered in to the computer (Telestaff or its successor program) by at least 5 p.m. on the duty day in advance and the employee standing by has not worked the immediately preceding 48 consecutive hours. Subject to the conditions specified in this Section, a Paramedic/backup driver can trade with an engineer, provided the engineer can only trade with the paramedic on a duty day when there is an open engineer slot at the time the trade is approved by the Battalion Chief. Subject to the conditions specified in this Section, a Firefighter 1 can trade

with a paramedic, as long as it does not cause there to be more than six paramedics off on that day. Only the Battalion Chief, or Deputy Chief if the Battalion Chief is absent, may approve or deny duty trades. Requests made after 5 p.m. on the employee's advance duty day may be denied by the Battalion Chief (Deputy Chief if the Battalion Chief is absent) if:

- (a) the employee standing by does not have equal qualifications or abilities, including the ability to perform the duty assignment for the shift in question;
- (b) the employee standing by has worked 48 consecutive hours immediately preceding the requested trade; or
- (c) the requesting employee has had 50 completed duty trades during the year.

A duty trade which is a "flip flop" (i.e., the employees trade adjoining duty day shifts) shall be counted as a completed duty trade only for the employee requesting the "flip flop." Duty trades for military leave shall not count for purposes of calculating the number of duty trades an employee takes. Duty trades of ten hours or less shall not be used for the purpose of secondary employment, with the understanding that duty trade for the last two hours or less of the shift shall not be subject to this limitation on the use of a duty trade. A total of 12 duty trades in the aggregate per calendar year (accumulative to a maximum of 24 if 12 are not used in a calendar year) for Union officers/delegates for the purpose of attending union conventions/seminars and union regional meetings shall not be counted for purposes of calculating the number of duty trades for the Union officers/delegates making the trades but shall be counted for the employees with whom the trades are made.

An employee who is not capable of working at the time of a duty trade request, or whom the Village reasonably believes will be incapable of working when the trade is scheduled to occur, is ineligible to participate in a duty trade.

If an employee terminates his or her employment with an outstanding duty trade, that duty trade is void. The original employee with whom the duty trade was with shall be responsible for his or her own day. Any deviation from this paragraph is at the sole discretion of the Fire Chief.

Section 9. Scheduling of Hanson Days. On or before October 15, the Battalion Chief shall identify the nine Hanson Day slots, including the sequence of slots that are available for selection, for each of the 27 calendar day scheduling cycles (work reduction days for FLSA purposes) for the following calendar year, together with the available positions (i.e. no more than one officer, one engineer and two paramedics may be off on any given Hanson Day slot except as set forth in the following paragraph. Effective for the 1990 calendar year and thereafter, the floating holiday shall be converted to a Hanson Day (i.e., a work reduction day for FLSA purposes) and shall be selected as provided in this Section.

Once the number of paramedics on any shift reaches 19, effective with the first Station and Shift bidding process after that number is reached, up to five paramedics will be permitted to be off on Hanson and vacation days for that shift. Provided, however, the number of Hanson Day slots on which three paramedics will be permitted to be off will be equal to the number of paramedics over 18 on a shift (e.g. if there are 19 paramedics on black shift, one Hanson Day slot will have three paramedics off on black shift). The remaining Hanson Day slots will be limited to two paramedics off.

Once the number of paramedics on any shift reaches 20, effective with the first Station and Shift bidding process after that number is reached, up to six paramedics will be permitted to be off on Hanson and vacation days for that shift. Provided, however, the number of Hanson Day slots on which three paramedics will be permitted to be off will be equal to the number of paramedics over 18 on a shift (e.g. if there are 22 paramedics assigned to a shift, four Hanson Day slots will have three paramedics off and the remaining Hanson Day slots will be limited to two paramedics off).

Prior to November 1, each employee shall submit to the Battalion Chief who will be in charge of the duty shift on which the employee has been assigned for the next calendar year a written list which specifically identifies the employee's Hanson Day slot selections in order of preference for each slot which contains his position. If an employee fails to provide the appropriate Battalion Chief with his list of Hanson Day slots in order of preference by November 1, the employee shall be deemed to have waived his right to participate in the selection process and the appropriate Battalion Chief shall assign the employee to an available Hanson Day slot for his position after all other employees who submitted lists have been placed in Hanson Day slots for their position based on seniority as set forth below.

On or after November 1, the Battalion Chief shall place the employees assigned to his duty shift for the following calendar year into Hanson Day slots appropriate for their position starting with the employee in the middle of the seniority list for said shift and thereafter alternating between the next employee with more seniority and the next employee with less seniority. The seniority list for the shift shall be based on departmental seniority as defined in Article V, Section 1, rather than time served on that particular shift. If there is an even number of employees on the seniority list for the duty shift in question, of the two employees in the middle of the list, the Battalion Chief shall start with the more senior of the two. In placing each employee in a Hanson Day slot appropriate for his position, the Battalion Chief shall use the employee's highest available preference when it is that employee's turn to be placed into a Hanson Day slot.

For purposes of scheduling and selecting Hanson Day slots, if the 27 day scheduling cycle carries over from one calendar year to the next, that cycle shall be considered as part of the preceding year.

If an employee is promoted, or transferred to another shift at a time other than the annual shift realignment, the employee will be placed in the available Hanson Day slot appropriate to his position for the balance of the year.

Section 10. Special Deployment. In the event an employee is temporarily assigned to a special deployment to incidents in connection with a state or federal declaration of emergency, the Fire Chief or his designee may assign such employee to a different work schedule for the period of such deployment. An employee will be compensated for all time spent during such special deployment, i.e., from portal to portal, provided Village costs for such special deployment are fully reimbursable by a federal or state agency. An employee on special deployment under this Section shall only be eligible for overtime pay for those hours actually worked in excess of 204 in their 27-day work cycle; all other compensable hours shall be at straight time.

Section 11. No Pyramiding. Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision which provides the highest compensation.

ARTICLE IX

VACATIONS

Section 1. Vacations. Vacation allowance for 24-hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>24-Hour Work Days</u>
Upon hire	5
After 4 years of service	8
After 9 years of service	9
After 14 years of service	10
After 19 years of service	11
After 23 years of service	12
After 24 years of service	13

Vacation allowance for 7.5 hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>7.5 Hour Work Days</u>
Upon hire	10
After 4 years of service	15

After 9 years of service	17
After 14 years of service	20
After 19 years of service	22
After 20 years of service	23
After 23 years of service	24
After 24 years of service	25

Section 2. Vacation Eligibility. In order to be eligible to accrue paid vacation in a given month in accordance with the above schedule, the employee must be in active pay status during said month; provided, however, that an employee who is in off duty status and receiving work-related disability pay or sick leave paid by the Village (and therefore in active pay status) shall not accrue paid vacation for more than twelve consecutive months while in such off duty status.

Section 3. Vacation Accrual. Vacation days shall be taken in the year in which they accrue. In the year in which an employee reaches an anniversary date which would entitle him to additional vacation day(s) as set forth in Section 1 above, the employee shall be entitled to schedule and take the additional vacation during that calendar year. Example: An employee who on July 1, 2015, will reach the anniversary date for his 4th year of service (i.e., has completed four years of service) will be entitled to schedule as provided herein and take eight days of vacation during calendar year 2015.

A newly hired employee shall be entitled to schedule and take the pro rata amount of vacation days that have accrued or will be accrued for the balance of the calendar year in which the employee is hired.

Section 4. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 5. Vacation Scheduling for 24-Hour Employees. Vacation picks shall be made between November 1 and December 15 for the following calendar year and the selection process shall commence promptly on the Battalion Chief's first duty day on or after November 1. If the employee fails to make his pick within 24 hours after being notified that it is his turn to pick, the employee shall be bypassed until all remaining employees have made their vacation picks. A total of three 24-hour employees, excluding non-bargaining unit supervisory employees, will be allowed to be on vacation per duty day, except in instances where only three Hanson days have been scheduled for a duty day, in which case a total of four 24-hour employees, excluding non-bargaining unit supervisory employees, will be allowed to be on vacation for said duty day. In the

event a Battalion Chief is off on a Hanson Day, then only one lieutenant can be off on vacation that day. Unless the number of paramedics on any shift reaches 19, there can be no more than two lieutenants, two engineers, or four paramedics off on vacation and/or a Hanson Day per duty day. Once the number of paramedics on any shift reaches 19, up to five paramedics will be permitted to be off on Hanson and vacation days for that shift, subject to the limitations on the number of paramedics off on Hanson Days set forth in Article VIII, Section 9. Once the number of paramedics on a shift reached 20, up to six paramedics will be permitted to be off on Hanson and vacation days for that shift, subject to the limitations on the number of paramedics off on Hanson Days set forth in Article VIII, Section 9.

Vacation picks shall be selected by shift on the basis of departmental seniority. Employees shall have the right to select up to all of their vacation days. There shall be no limit of the number of 24-hour splits in making vacation picks. Employees who do not select all of their earned vacation days may schedule them at a later date in accordance with current practice and subject to the provisions set forth above.

If an employee retires, is placed on disability retirement, is promoted, accepts a position as an engineer, is transferred to eight hour shifts, or is otherwise terminated after the employee has made his vacation selection, the vacation days thus opened up shall be made available for selection by employees on the affected shift on the basis of inverse departmental seniority. An employee who has selected vacated vacation days shall not again be eligible to select vacated vacation days for the balance of that vacation year.

Once both vacation and Hanson Days picks have been made, an employee may request to trade any such pick for another such pick as long as it results in not more than two lieutenants, two engineers, or four paramedics (five for any shift with 18 or 19 paramedics and six for any shift with at least 20 paramedics) being scheduled off on vacation and/or a Hanson Day per duty day. In the event a Battalion Chief is off on a Hanson Day, then only one lieutenant can be off on vacation that day. Such requests shall not be arbitrarily and unreasonably denied. While any such approved trades shall be considered duty trades for purposes of FLSA, they shall not be considered duty trades for purposes of Section 8 of Article VIII.

Section 6. Vacation Scheduling for 7.5-Hour Personnel. Employees assigned to a 37.5-hour work week shall select and schedule vacations in accordance with the practice in effect prior to the effective date of the parties' first collective bargaining agreement, with a maximum of two employees permitted off on vacation on any one work day.

Section 7. Limitation on Carry-Over of Vacation. For 24-hour personnel, earned vacation days shall not accumulate beyond the year in which they are to be taken; provided, however, the Fire Chief may approve a written request that unused vacation days be carried over for exceptional circumstances (e.g., to have additional days of vacation available in a subsequent year to take an extended trip abroad or to participate in a college or university program that requires residence on campus); provided, however, the Fire Chief shall not act arbitrarily and unreasonably in acting on written requests. If the Fire Chief approves the carry-over of vacation day(s) pursuant to this paragraph, then such vacation day(s) shall be selected after all employees on the shift have had an opportunity to select their vacations in accordance with Sections 3 and 5 of this Article.

For 7.5-hour personnel, a maximum of 30 vacation days may be accumulated from one calendar year to another. No vacation days in excess of 30 for 7.5-hour personnel may be carried over from one calendar year to another unless specifically authorized in writing by the Village Manager.

ARTICLE X HOLIDAYS FOR PERSONNEL ASSIGNED TO SEVEN AND ONE-HALF-HOUR SHIFTS

Section 1. Designation of Holidays. Eligible employees who are assigned to work 7.5 hours per day, 37.5 hours per week shall normally receive ten designated holidays and two floating holidays per calendar year. The ten holidays and the days on which they will be observed will be designated annually by the Village Manager.

In addition to the holidays designated annually by the Village Manager, if the Village Hall is closed and Village Hall employees are given all or part of a day off with pay, 37.5 hour employees shall receive the same day or part of a day off with pay, provided that this provision shall not be applicable to any day or part of a day on which Village Hall employees are given time off with pay in lieu of one of the foregoing holidays. Holidays not declared as floaters shall be observed on the day observed by Village Hall employees.

Floating holidays shall be scheduled with the approval of employee's supervisor, provided that approval shall not be arbitrarily withheld. If an employee is unable to use a floater during the calendar year because permission has been denied, the employee may carry over the floater to the next calendar year. Floating holidays shall not be divided into less than one full day off without the mutual consent of both the employee and the employee's supervisor.

Section 2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work or be paid as if worked in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Fire Chief

or his designee. The term “scheduled working day” as used in this section shall not include any vacation day or floater on which an employee is scheduled off with pay.

Section 3. Pay for Holiday Work. If a 37.5 hour employee is assigned to work on one of the foregoing days observed by the Village as a holiday, the employee shall be paid his regular straight-time hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 2, his regular pay for the day in question. This section shall not be applicable to any holiday designated as a floater as provided above.

ARTICLE XI

SALARIES AND OTHER COMPENSATION

Section 1. Salaries. Effective January 1, 2020, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>		<u>Fire Fighter II (Engineer)</u>	
Probation/Step 1	\$68,621	Step 1	\$79,380
Step 2	\$75,599	Step 2	\$83,330
Step 3	\$79,632	Step 3	\$87,470
Step 4	\$83,306	Step 4	\$91,820
Step 5	\$87,450	Step 5	\$96,387
Step 6	\$91,796	Step 6	\$101,179
Step 7	\$96,360	Step 7	\$106,214
Step 8	\$101,155		
<u>Fire Fighter II (Paramedic)</u>		<u>Fire Lieutenant</u>	
Step 1	\$81,270	Step 1	\$91,796
Step 2	\$85,314	Step 2	\$96,391
Step 3	\$89,552	Step 3	\$101,158
Step 4	\$94,007	Step 4	\$106,194
Step 5	\$98,682	Step 5	\$111,480
Step 6	\$103,588	Step 6	\$117,038
Step 7	\$108,743	Step 7	\$122,859

Effective January 1, 2021, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>	<u>Fire Fighter II (Engineer)</u>
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Probation/Step 1	\$70,199
Step 2	\$77,338
Step 3	\$81,187
Step 4	\$85,222
Step 5	\$89,461
Step 6	\$93,907
Step 7	\$98,577
Step 8	\$103,482

Step 1	\$81,206
Step 2	\$85,247
Step 3	\$89,482
Step 4	\$93,931
Step 5	\$98,604
Step 6	\$103,506
Step 7	\$108,656

Fire Fighter II (Paramedic)

Step 1	\$83,139
Step 2	\$87,276
Step 3	\$91,612
Step 4	\$96,169
Step 5	\$100,952
Step 6	\$105,970
Step 7	\$111,244

Fire Lieutenant

Step 1	\$93,907
Step 2	\$98,578
Step 3	\$103,485
Step 4	\$108,637
Step 5	\$114,044
Step 6	\$119,729
Step 7	\$125,684

Effective January 1, 2022, employees covered by this Agreement shall be paid on the basis of the following annual salary:

Fire Fighter I

Probation/Step 1	\$71,778
Step 2	\$79,078
Step 3	\$83,014
Step 4	\$87,139
Step 5	\$91,474
Step 6	\$96,020
Step 7	\$100,795
Step 8	\$105,810

Fire Fighter II (Engineer)

Step 1	\$83,033
Step 2	\$87,165
Step 3	\$91,496
Step 4	\$96,045
Step 5	\$100,822
Step 6	\$105,835
Step 7	\$111,101

Fire Fighter II (Paramedic)

Step 1	\$85,010
Step 2	\$89,240,
Step 3	\$93,673

Fire Lieutenant

Step 1	\$96,020
Step 2	\$100,796
Step 3	\$105,813

Step 4	\$98,333	Step 4	\$111,081
Step 5	\$103,223	Step 5	\$116,610
Step 6	\$108,354	Step 6	\$122,423
Step 7	\$113,747	Step 7	\$128,512

Section 2. Step Increments. For Firefighter I, advancement from the Probationary Step/Step 1 through Step 2 may be granted after six months. Advancement from Step 2 to Step 3, from Step 3 to Step 4, from Step 4 to Step 5, and from Step 5 to Step 6 shall be at six month intervals; advancement from Step 6 to Step 7 and from Step 7 to Step 8 shall be after one year at Step 6 and Step 7, respectively. For all other classifications, advancement from Step 1 to Step 2, from Step 2 to Step 3, from Step 3 to Step 4, and from Step 4 to Step 5 shall be at six month intervals; advancement from Step 5 to Step 6 and from Step 6 to Step 7 shall be after one year at Step 5 and Step 6, respectively. To be eligible for step advancement the employee must meet departmental standards during the prior evaluation period. If a non-probationary employee alleges that he has been arbitrarily and unreasonably denied a step advancement, such employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 3. Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

Years	
5 years but less than 10	\$ 900
10 years but less than 15	1,000
15 years but less than 20	1,100
20 years or more	1,600

Longevity will be paid in November of each year. Employees will receive their full longevity amount based upon the number of years completed as of October 31 of the current year. Appropriate federal and state taxes will be withheld from the longevity check.

Section 4. Pay When Serving in Acting Capacity as a Lieutenant, Battalion Chief, or Engineer. A Firefighter I who is assigned to serve in acting capacity as an Engineer and a Lieutenant who is assigned to serve in acting capacity as a Battalion Chief for eight or more consecutive hours, shall be paid five percent above his regular hourly rate of pay for all hours worked in such acting capacity. A Firefighter I who is assigned to serve in acting capacity as a

Lieutenant for eight or more consecutive hours, and a Firefighter II (either engineer or paramedic) who is assigned to serve in acting capacity as a Lieutenant for eight or more consecutive hours, shall be paid seven and a half percent above his regular hourly rate of pay for all hours worked in such acting capacity. Except where it is determined that the needs of the Department require otherwise, a Firefighter II/Paramedic will not be assigned to serve in acting capacity as an Engineer or Lieutenant in another station on a duty day when scheduled in-house paramedic training is provided unless provisions have been made for said person to attend the training session.

In making acting assignments to serve in acting capacity as an Engineer or as a Lieutenant, the Battalion Chief shall give first consideration to firefighters on the current engineer or lieutenant eligibility list, whichever is applicable, who are on duty at the station where the need to make the assignment arises. If there is no such firefighter on duty at said station, firefighters on the current engineer or lieutenant eligibility list, whichever is applicable, shall then be given first consideration. It is understood that the operational needs of the department may dictate retaining a firefighter in his current assignment (e.g., paramedic) rather than assigning such firefighter to serve in acting capacity even though he is on the current eligibility list. Under no circumstances shall this paragraph be construed to require multiple moves (more than two) or the hireback of off-duty personnel.

Section 5. Holiday Pay for 24 Hour Personnel. This Section shall only be applicable to employees assigned to 24-hour shifts.

During the term of this Agreement, if an employee is actually present and works his entire 24-hour shift on one of the holidays identified below, then such employee shall receive an additional 24 hours pay at such employee's regular straight time hourly rate:

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas
- New Year's Day

For purposes of this Section, the holiday shall be considered that 24-hour shift which begins at 0800 on the date of the actual holiday. (E.g., if an employee commences his 24-hour shift at 0800 on July 3, then such employee would not be eligible for holiday pay for July 4.) If an employee trades his duty day on the date of the holiday, then such employee will not be eligible for holiday pay, since such employee was not actually present for his 24-hour shift on the holiday. (E.g., if Firefighter A was scheduled to work on Thanksgiving but traded his shift with Firefighter

B, then Firefighter A would not be entitled to holiday pay, but Firefighter B would receive it, provided Firefighter B was actually present and worked the entire 24-hour shift on Thanksgiving.) Employees on sick leave or otherwise not present and working on the holiday, for any reason, shall be ineligible for holiday pay.

The only exception to the requirement of working the full 24 hours is for those employees who arrange for early relief. Such employees taking early relief will still be eligible for 24 hours of holiday pay, despite only working between 22 and 24 hours. In accordance with this Section, the employee working the early relief is not entitled to any holiday pay. (E.g., Firefighter A starts work at 0800 on Thanksgiving. On the day after Thanksgiving, Firefighter B shows up to work at 0700 and agrees to provide early relief to Firefighter A. Firefighter A leaves at 0700 but is still eligible for the full 24 hours of holiday pay for Thanksgiving. Firefighter B is not eligible for any holiday pay.)

Section 6. Paramedic Preceptor Pay. If an employee is assigned by the Fire Chief or his designee to serve as a paramedic preceptor, then such employee shall receive an additional five percent above his regular hourly rate for all hours actually worked performing the duties of a paramedic preceptor.

ARTICLE XII

INSURANCE

Section 1. Comprehensive Medical Program. A comprehensive medical program (including one or more HMO alternative(s) selected by the Village) will be provided during the term of this Agreement; provided, however, the Village reserves the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those in effect when this Agreement is signed or as described on Attachment A. During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the Village during the enrollment period established by the Village.

An employee who elects single coverage, i.e. employee coverage only, under the Village's comprehensive medical program or an HMO shall pay 12% percent of the monthly premium for employee coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions. An employee who elects family coverage, i.e. coverage for the employee and his/her eligible dependents, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for family coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions. Effective January 1, 2022, employees

who elect single or family coverage under the Village's comprehensive medical program or an HMO shall pay 14% of the monthly premium for the applicable coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions.

The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented Village employees generally.

A dental plan shall be offered during the term of this Agreement, with the Village paying the entire cost for single coverage. The employee shall have the option of obtaining dependent or family coverage by paying the applicable monthly premium through payroll deduction. The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to employees in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally.

Section 2. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 3. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 5. Life Insurance. The Village will provide during the term of this Agreement, at no cost to the employee, term life insurance in the amount of the employee's annual salary, up to a maximum of \$50,000. Coverage will be computed at the next higher even thousand dollars unless the employee's salary is an even thousand amount, subject to the \$50,000 cap. In addition, within 120 days of the execution of this Agreement, the Village will permit current bargaining unit employees to purchase additional term life insurance at group rates in ten thousand dollar

increments, at the employee's sole expense, and in accordance with the terms and conditions of the applicable term life insurance policy.

The Village shall provide retired employees who have at least 20 years Village service with paid up life insurance in the amount of \$2,500 when they retire or when they receive an annuity from the Village of Arlington Heights Fire Pension plan, whichever is later. Employees who are receiving a temporary disability pension shall not be eligible to receive this benefit.

The Village retains the right to change insurance carriers or to self-insure the foregoing benefits so long as the amount of the coverage is maintained.

Section 6. Employee Assistance Program. The employees covered by this Agreement shall be eligible to participate in the Village's Employee Assistance Program (EAP) on the same terms and conditions that are applicable to Village employees generally.

Section 7. Section 125 Plan. A Section 125 Plan which permits employees to tax shelter the amounts that they contribute toward the premium cost of the foregoing health insurance shall be maintained during the term of this Agreement.

Section 8. Retiree Medical Insurance. This section shall only be applicable to bargaining unit employees who voluntarily retire during the term of the 2020-2022 collective bargaining agreement and receive a pension pursuant to the Firefighter's Pension Fund, 40 ILCS 5/4-101 et seq. Such employees who, upon retirement, elect to maintain coverage for themselves and their eligible spouse but require no coverage for dependent children, will be allowed to take and pay for two full single insurance premiums under the Village's comprehensive medical program referred to in Section 1 of this Article until the retired employee reaches age 65 or terminates coverage, whichever comes first. The Village shall have no obligation to make premium contributions for retired employees covered by this Section, except as otherwise provided in Article IV, Section 1 (Sick Leave).

ARTICLE XIII

MANAGEMENT RIGHTS

Except as specifically modified by any and all other articles of this Agreement, the Union recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the

methods, means, organization and number of personnel by which operations are conducted; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 2. Medical Examinations. (a) All employees are required to undergo a medical examination every two years after reaching age 21 on odd year birthdates. Stress tests and/or a heart scan will also be administered to all such employees 35 years of age or older and those under that age where the medical examination indicates the need for a stress test and/or a heart scan, provided that only an appropriate board certified physician may direct that an employee undertake reasonable remedial action based on the results of a stress test and/or a heart scan. Results of all such tests shall be confidentially submitted to the Village's Director of Human Resources and shall not be disseminated to other Village Representatives except on a need to know basis.

(b) In addition to the above, if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require that the employee have a medical examination and/or psychiatric/psychological examination by a qualified and State licensed physician and/or psychiatrist/psychologist selected by the Village and the results shall be submitted to the person or persons designated by the Village on a need to know basis.

(c) All such examinations/tests required by the Village pursuant to the provisions of subsections (a) and (b) above shall be at the Village's expense (if such exams/tests occur during off duty time, the time spent shall be considered hours worked); provided that any such examinations/tests shall be in addition to any requirement that an employee provide at his own expense and on his own time a statement from his doctor upon returning from sick leave or disability leave.

(d) If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may direct appropriate remedial action where

the employee is otherwise determined to be able to remain on active duty, place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days), or take other appropriate action. If the employee is involuntarily placed on sick/medical leave, the employee may utilize the grievance procedure set forth in this Agreement to grieve whether the Village acted arbitrarily and unreasonably in taking such action.

Section 3. Precedence of Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any Village ordinance, the Village's Personnel Policy and Procedure Manual, or the General Orders and Operation Procedures of the Fire Department or successor document which may be in effect from time to time, the provisions of this Agreement, for its duration, shall take precedence.

One copy of the General Orders and Operating Procedures of the Fire Department or successor document shall be available at each fire station. Whenever there are any changes, additions, or deletions to the General Orders and Operating Procedures or successor document, such changes, additions, or deletions shall be reflected in the copy of General Orders and Operating Procedures or successor document that is available at each fire station. It shall be the responsibility of the Village to notify employees of such changes, additions, or deletions on or before their effective date by posting a notice of such changes, additions, or deletions on the bulletin board at each fire station and at the Fire Prevention Bureau for at least 30 days. It shall be the obligation and responsibility of each employee to read and comply with the General Orders and the Operating Procedures of the Fire Department or successor document.

A current copy of the Village Personnel Policy Manual and the Rules of the Board of Fire and Police Commissioners shall also be made available to each fire station.

The Union President shall be provided with one complete set of the General Orders and Operating Procedures or successor document, the Village Personnel Policy Manual, and the Rules of the Board of Fire and Police Commissioners, together with a copy of any changes, additions or deletions at the time they are distributed to each fire station.

Section 4. Disciplinary Investigations. In lieu of the provisions of the Firemen's Disciplinary Act (50 ILCS 745/1 et seq.), employees shall have the following rights with respect to disciplinary investigations:

1. Employees shall have the right to Union representation, if so requested, where the employee reasonably believes questioning by the employer may lead to discipline.

2. No employee shall be subjected to questioning or interrogation in relation to allegation(s) which, if proven, may result in removal, discharge or suspension without pay without first being so advised in writing and informed of the nature of the allegation(s).
3. If an employee is informed, in writing, that the questioning or interrogation may result in removal, discharge or suspension without pay, the employee shall be entitled to the following:
 - a. The right to request that an attorney be present at such questioning or interrogation, provided that if the employee has requested the presence of both a Union representative and an attorney, only one may be present in the room at the questioning or interrogation, with the understanding that the other may be nearby.
 - b. The right to request that the questioning or interrogation be recorded by tape or other electronic means and, if requested, the right to a copy of any such recording at no charge.
4. If an employee makes an appropriate request for either a Union representative or an attorney and the Union representative or attorney is not reasonably available, the employee may be questioned or interrogated without a Union representative or attorney being present.
5. The presence of a Union representative or attorney at such questioning or interrogation shall not interrupt or interfere with the Village's right to question employees or the obligation of employees to respond to questions relevant to the allegations being investigated.
6. Questioning shall be conducted in a professional manner and shall occur, if practicable, considering the circumstances and nature of the allegations during an employee's on-duty hours, at reasonable times of the day; and in Village facilities. If an employee is required to participate in questioning or interrogation during off duty hours, the employee shall be paid at his applicable hourly rate of pay for the time spent at such meeting.
7. No employee shall be required to submit to, or be disciplined for a refusal to submit to, a polygraph examination or any test questioning by means of any chemical substance, except as is provided in Article XIV, Section 5 of this Agreement.
8. Notwithstanding any of the foregoing, the Village retains the right to question or interrogate employees in emergency situations involving an immediate danger to the health or safety of one or more persons without any obligation to wait until a Union representative or attorney is present at the questioning or interrogation. Notwithstanding the general rule to the contrary, if a grievance is arbitrated concerning whether there was an emergency

situation involving such an immediate danger, the Village shall proceed first with the presentation of its case.

9. Admissions or confessions obtained during the course of any questioning or interrogation not conducted in accordance with the provisions of this Section may not be utilized in any subsequent disciplinary proceeding against the employee who made the admission or confession. The foregoing does not preclude an arbitrator from considering whether or not other relief is appropriate if it is determined that the Village violated the provisions of this Section.
10. There shall be no retaliation or threats of retaliation against an employee solely because of an employee's exercise of the rights set forth in this Section.
11. The provisions of this Section do not apply for:
 - a. any employee charged with violating any provisions of the Criminal Code of 1961, or any other federal, state, or local criminal law; or
 - b. questioning of an employee by the Village as to allegations of misconduct which in and of themselves, will not result in removal, discharge, or suspension without pay, provided that the provisions of Subsection 1 of this Section shall be applicable; or
 - c. a meeting solely for the purpose of informing the employee of disciplinary action or a decision to prefer charges with the Fire and Police Commission.

Section 5. Drug and Alcohol Testing. The Village may require applicants to submit to a urinalysis test and/or other appropriate test as part of a pre-employment medical examination and may also require employees to submit to a urinalysis test and/or other appropriate test as part of the biennial medical examination or if the Village determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the Village and shall be at the Village's expense. If an employee is directed to take such a test based on reasonable suspicion, the Village shall provide the employee, upon request, with a written statement of the basis for the Village's reasonable suspicion within 48 hours of the request. There shall be no random testing. The term "other appropriate test" shall not include breathalyzer tests conducted by the Village's Police Department.

- a) The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An

initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

- b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.
- c) Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination. For purposes of this agreement "being under the influence of alcohol" shall mean a blood alcohol level equal to or exceeding .02. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.), may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.
- d) Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Employee Assistance Program and no one in the Fire Department shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Fire Chief and/or Deputy Fire Chief may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance.
- e) Unless there are circumstances warranting discipline in the first instance of testing positive for alcohol (an example warranting discipline: an employee, who is not a problem drinker/alcoholic, who reports for work under the influence of alcohol), such employee shall be referred to the EAP with no discipline.
- f) The Village shall indemnify and hold harmless the Union, its officers and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability

(monetary or otherwise) that arise out of or by reason of any action taken by the Village under this section in connection with the drug or alcohol testing of employees.

Section 6. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix A and incorporated herein by reference.

Section 7. Residency Requirements. All employees covered by this Agreement shall comply with any reasonable residency requirements that may be established by the Village with respect to such employees except as may be provided by law applicable to employees covered by this Agreement.

Section 8. Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 9. Secondary Employment. The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs and that if there is any conflict between their primary jobs with the Village and any secondary employment, the conflict shall be resolved in favor of the primary job. Accordingly, all secondary employment (including self-employment), including any changes in the nature and/or extent of such employment, shall be subject to the approval of the Fire Chief; provided that such approval shall not be arbitrarily and unreasonably withheld.

Section 10. Uniforms and Equipment. Upon initial hire after the effective date of this Agreement, the Village will provide new employees with the following uniforms and firefighting turnout gear:

Uniforms

Five short sleeve shirts

Five trousers

One garrison belt

One pair safety shoes

One pair boots

One response jacket

* One dress cap

One fur cap

* Two breast badges

* Two name tags

* One cap badge

One black tie

Two sweatshirts

- One pair dress shoes (Class A)
- One dress blouse
- One dress trouser
- One dress long sleeve shirt
- One dress short sleeve shirt
- One trench coat

Turnout Gear

- One complete bunker turnout suit
(Gore Tex vapor liner or better)
- * One helmet with approved eye shield
- One pair bunker boots
- Two pair approved gloves
- Two approved protective hoods
- * New issue if promoted to Lieutenant

Upon promotion, a Lieutenant shall be issued three short sleeve white class D uniform shirts. Each Lieutenant shall maintain his or her supply of three short sleeve white class D uniform shirts pursuant to the quartermaster system.

During the term of this Agreement, any turnout gear that is provided as part of the initial issue or is replaced as provided in this Section will meet the current applicable NFPA standards. Any class D station work uniforms that are provided as part of the initial issue or replaced as provided in this Section will meet the current applicable NFPA standards (i.e., predominantly 100% cotton or flame-resistant fabrics), unless otherwise mutually agreed between the Village and the Union. When issuing boots to new hires, or replacing boots under the quartermaster system, the Village will, if requested by the employee, purchase 8" Redback or 8" Bates Boots. The current Redwing boots may be worn, but shall be the responsibility of the employee for maintenance.

The type, style, and/or color of uniforms and turnout gear shall be reasonably determined by the Fire Chief. The Fire Chief may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment. A Lieutenant may choose to wear a white or blue class D uniform shirt of a type and style designated by the Fire Chief, provided that such Lieutenant shall always wear a white shirt when serving as an Acting Battalion Chief.

Effective with each new fiscal year beginning May 1, 2017 employees will be issued a uniform allowance of \$300 per fiscal year. The uniform allowance shall be used for the maintenance of items issued and/or to purchase approved items.

Quartermaster Items:

- Five short sleeve shirts
- Five trousers
- One garrison belt

- One pair safety shoes or boots
- Two sweatshirts
- * One dress cap
- * Two breast badges
- * Two name tags
- * One cap badge
- One black tie
- * One Class A, B, C, Long sleeve shirt
- * One Class A, B, C, Short sleeve shirt
- One Class A, B, C, Trousers
- One Class A Dress blouse (Blazer)
- Service crosses
- Collar insignia
- * New issue if promoted to Lieutenant

T-shirts may be worn under the Issued Class D uniform, and shall be supplied by the employee. Dark navy blue t-shirts shall be allowed to be worn under dark navy blue Class D Uniform and white t-shirts under white Class D Uniform. Only those items listed immediately above, and turnout gear as specifically listed at the beginning of this Section, will be included in the Quartermaster system.

Uniform Inspections - Winter/Summer. Employees may be required to stand an annual winter and summer clothing inspection, at which time the employee shall produce all quartermaster items to the Fire Chief or his designee. The Village shall have no obligation to repair or replace any item not produced by the employee in accordance with this section. If, during the inspection, any item is found to be in an unacceptable condition, it will be replaced or repaired by the Village, using the replacement procedure specified in this Section.

Notice of Department-wide uniform inspections shall be posted 30 days prior to said inspections, excluding turn out gear inspections.

Replacement Procedure: When requesting the replacement of an item covered by the quartermaster system, the employee will submit a Request for Replacement form to the Deputy Chief or his designee. This form will include the date, employee's name, item(s) to be replaced with appropriate sizes and will be signed by the employee. If the Deputy Chief or his designee approves the Request for Replacement form, the item will be ordered by the Village on a quarterly basis. It is understood that item(s) may be appropriately repaired rather than replaced if, in the judgment of the Deputy Chief or his designee, it is reasonable to repair the item.

Following receipt of a repaired or replaced item by the Village, it will be promptly issued to the employee. If a newly issued item does not fit because the employee specified an improper

or inaccurate size, then it will be the employee's responsibility to have the item altered or exchanged.

Pursuant to the foregoing replacement procedure, the Village will replace quartermaster items and turnout gear listed above through vendors selected by the Village, provided that the employee must first turn in worn out/damaged uniform and equipment items to the Deputy Chief or his designee. Any such item which is lost or misplaced shall be replaced by the employee at his expense; provided that if the employee is able to establish to the reasonable satisfaction of the Battalion Chief that any such item has been lost or misplaced during the performance of emergency duties or while in training due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement.

On or before the effective date of this Agreement each fire engine and each fire truck will be equipped with four flashlights, each squad will be equipped with two flashlights, and each ambulance will be equipped with two flashlights at a minimum. The determination of the type of flashlight appropriate for each kind of vehicle shall be made by the Fire Chief, provided that the Fire Chief shall not act arbitrarily and unreasonably in making such determination.

Each fire engine, fire truck, squad, and ambulance shall be equipped with a sufficient number of S.C.B.A.'s for each employee assigned to such vehicles. All S.C.B.A.'s shall be NFPA approved. It shall be the responsibility of fire suppression employees to properly clean and test the S.C.B.A.'s at the beginning of each duty day. It shall be the responsibility of the Department to provide the necessary supplies for such purposes. If an employee reasonably advises his Battalion Chief that a safe fit cannot be reasonably obtained with any of the Department's S.C.B.A.'s, the Department will provide the employee with a properly fitted face piece. The Department shall fit and test the S.C.B.A.'s in accordance with NFPA approved standards.

If funding is made available, each fire engine, fire truck, squad, and ambulance shall be equipped with a sufficient number of bulletproof vests for each riding position assigned to such vehicles.

If the Fire Chief decides to change the type, style or color of any uniform item which the Fire Chief requires employees to wear, the Village shall provide the initial issue at no expense to the employee. This provision shall not be applicable if the Fire Chief decides to change the type, style or color of any uniform item prospectively, in which case items ordered pursuant to the replacement procedure specified herein shall be in accordance with the changed type, style or color of uniform item.

Section 11. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by the authorized representatives thereof and may be amended only by written mutual agreement of both parties. Each party warrants to the other to take all steps necessary to insure that the terms hereof are binding on themselves and their successors.

Section 12. Personnel Changes. The Village agrees to provide the Union President with timely written notification of the following personnel changes affecting bargaining unit employees: appointment of new employees, promotions, demotions, suspensions, terminations (including the retirement of employees), non-duty related disability leaves, and approved unpaid leaves of absence.

Section 13. Access to Personnel File. Except for confidential material which, by law, an employer is not required to make available, an employee shall have the right, upon reasonable request, to review the materials in his official personnel file which shall be maintained by the Director of Human Resources, his training file maintained by the Village Fire Department, and his health file maintained by the Village or the Village's designated Medical Director, provided that no document shall be marked, altered or removed. If a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents. Nothing herein shall require the Village to collate or compile any information.

Effective for events occurring after the date this Agreement is ratified by both parties, all personnel records shall be placed in an employee's personnel file within a reasonable time from the occurrence of the event to which the records relate, provided that this provision shall not be applicable to ongoing disciplinary, security or criminal investigations where a premature disclosure of the records would compromise the investigation, unless and until the employer takes adverse personnel action (excluding suspension with pay pending the completion of an investigation) based on information in such records.

If any document is placed in one of the foregoing files that is adverse to the employee, the employee shall be provided with a copy of said document. The employee shall have 20 days thereafter to submit a written rebuttal to any such document and if a timely written rebuttal is submitted it shall be attached to the document in question.

Confidential documents in an employee's personnel file shall not be used against an employee in an employee's personnel proceeding, provided that confidential documents may be used in considering and in acting on promotions to the extent permitted by law.

Except as modified by the foregoing four paragraphs, nothing in this Agreement shall be construed to preclude the applicability of the Personnel Record Review Act, 820 ILCS 40/0.01, et seq., but said Personnel Record Review Act shall not be incorporated herein by reference.

An employee may request the removal of an oral reprimand/verbal warning or a written warning from their personnel file, and the Village shall grant that request, provided at least two years have elapsed from the date of the discipline and the employee has not engaged in the same or similar misconduct. Suspensions, written reprimands, and discipline relating to harassment or discrimination shall not be removed from an employee's personnel file, however.

Section 14. Light Duty. The Village shall require an employee who is on Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the needs of the Village require different hours, the hours of work for an employee with a light duty assignment who is off on worker's compensation leave shall be eight consecutive hours, excluding a one hour unpaid lunch period, between 8:00 a.m. and 5:00 p.m., on that employee's regular shift day (unless the hours are limited pursuant to the physician's orders). Any employee on light duty will schedule all physical therapy, doctor's appointments, and similar events on that employee's non-shift day, in order to ensure the employee's complete availability to work the light duty assignment on their shift day.

An employee who is on sick leave or FMLA leave for their own medical condition (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Depending on the employee's medical restrictions and the needs of the Department (or other Village department where the employee may work), the employee who is on sick leave or

FMLA leave for their own medical condition (as opposed to disability pension) may be assigned to work any of the following hours:

1. Work 7.5 hours on the employee's regular shift day(s), excluding a one hour unpaid lunch period, between 8:00 a.m. and 5:00 p.m. In addition, Department will also assign the employee to work additional days to ensure the employee works 37.5 hours each week of light duty. For any week in which the employee does not work 37.5 hours while on light duty, any hours not worked must be taken as sick leave or any other applicable leave time or unpaid so that the total number of hours accounted for each week of light duty totals 37.5 hours.
2. Work the employee's entire 24 hour shift on the employee's regular shift day. This work may or may not be at the same location for the entire 24 hours. Any employee working this schedule will schedule all physical therapy, doctor's appointments, and similar events on that employee's non-shift day, in order to ensure the employee's complete availability to work the light duty assignment on their shift day. If this option is made available, it will only be available to no more than one employee per shift.
3. Work a 37.5 hour work week, Monday through Friday. This assignment may be in any Village Department. For any week in which the employee does not work 37.5 hours while on light duty, any hours not worked must be taken as sick leave or any other applicable leave time or unpaid so that the total number of hours accounted for each week of light duty totals 37.5 hours.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on disability leave.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension.

Section 15. Public Education Officer. Where there is a permanent vacancy in the position of Public Education Officer which the Village has decided to fill with a lieutenant, the assignment to the Public Education Officer shall be made by the Fire Chief in the following order:

1. First, from among lieutenant(s) who volunteer for such assignment, unless the Fire Chief determines that any such lieutenant has already been assigned or has already served (or is serving) as an understudy for a special assignment and is reasonably expected to be assigned within the next 12 months to that special assignment (i.e., maintenance officer,

director of recruit training, TRS director, and any equivalent special assignment in terms of overall duties and responsibilities that may be established in the future).

2. Second, if no one volunteers or if there is an insufficient number of volunteers, the lieutenant(s) with the least departmental seniority, unless the Fire Chief determines that any such lieutenant has already been assigned or has already served (or is serving) as an understudy for a special assignment and is reasonably expected to be assigned within the next 12 months to that special assignment (i.e., maintenance officer, director of recruit training, TRS director, and any equivalent special assignment in terms of overall duties and responsibilities that may be established in the future).

Absent voluntary consent and as long as there is a volunteer available or a lieutenant (if more than one, the one with the least departmental seniority) who has not previously been assigned as Public Education Officer and who is available for such assignment, no lieutenant shall be assigned as Public Education Officer for more than three years.

While it is normally expected that a lieutenant will serve as Public Education Officer for three years, the Fire Chief retains the right to reassign a lieutenant before the end of the three year period, provided that a lieutenant who is reassigned and who at the time of reassignment had served less than two years as Public Education Officer shall be eligible for reassignment as Public Education Officer to finish his three year assignment. Similarly, the Fire Chief retains the right to temporarily assign a lieutenant as Public Education Officer or to reassign a lieutenant who has volunteered to work as Public Education Officer for more than three years if the Fire Chief determines that such reassignment is necessary. Temporary assignments shall normally be for the purpose of staffing the position during an extended absence of the Public Education Officer (e.g., illness or disability) or because of an unexpected vacancy (e.g., the Public Education Officer quits). Absent voluntary consent, such temporary assignments shall not exceed six months. A temporary assignment as Public Education Officer shall be rotated among lieutenants who have already served as Public Education Officer and who are not serving in a special assignment as defined above, provided that any Public Education Officer whose period of assignment was extended beyond three years shall not be temporarily reassigned as Public Education Officer unless no other lieutenant is available for such assignment.

Section 16. Subcontracting. (a) No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement.

(b) Notwithstanding the foregoing, basic fire suppression work shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments or if there is a violation of Article VII, Section 1.

(c) If the Village subcontracts non-fire suppression work performed by employees covered by this Agreement, no bargaining unit employee shall be directly supervised by non-sworn personnel as a result thereof.

Section 17. Physical Fitness Program. (a) The Village may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

(b) An employee's participation in a mandatory physical fitness program shall normally occur during an employee's tour of duty, provided that this provision shall not be applicable to remedial action pursuant to Section 2 above. Employees shall not be prohibited from participating in a mandatory physical fitness program during assigned time if all regularly assigned duties, including training, have been completed and approval has been granted, in advance, by a non-bargaining unit supervisor, provided that approval shall not be arbitrarily and unreasonably denied. Participation in voluntary physical fitness activities shall not occur during assigned time.

(c) The foregoing shall not be construed to either relieve an employee of his obligation to meet reasonable job-related physical fitness standards that may be established by the Village or interfere with the Village's right to terminate an employee who is unable to meet reasonable job-related physical fitness standards.

Section 18. Stand Down Time. Except for night training as recommended by Insurance Service Organization (ISO), stand down time for 24-hour shift personnel shall normally commence no later than 4:00 p.m. Monday through Saturday and 10:00 a.m. on Sunday and on the 12 holidays designated annually by the Village Manager. No employee shall engage in any activities related to secondary employment (including self-employment) during either assigned or stand down time for which the employee is being paid by the Village; the only exceptions shall be reading, writing, and incidental use of the telephone (e.g., placing orders, confirming an appointment), with the understanding that use of the telephone to solicit business, conduct sales activities, etc., is not permitted. Under no circumstances shall an employee meet with customers/clients or potential customers/clients at the fire station during either assigned or stand down time.

Section 19. Job Duties. The primary job duties of employees covered by this Agreement shall be (1) fire suppression, prevention, and extinguishment; (2) normal and routine maintenance of equipment, fire station and grounds, including plowing snow from fire station aprons and fire station parking lots and plowing snow to provide access for fire department equipment on emergency calls; (3) emergency medical services; (4) hazardous materials incident management; and (5) station painting where such painting does not require the use of ladders of a greater length than six feet, with the understanding that they may be required to clean and wash walls and ceilings and change light bulbs even though such tasks require the use of scaffolds or ladders of a greater length than six feet. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees new or different job duties and job functions as long as they are reasonably related to those set forth above in (1) through (4). Job duties described in (5) above shall normally be performed between the commencement of the tour of duty and 4:00 p.m. Employees will not be required to perform nonemergency duties outdoors during extreme weather conditions.

Nothing herein shall interfere with the right of employees to volunteer, or the Village's right to ask for volunteers, to perform job duties unrelated to the primary job duties set forth above, but the employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline.

Section 20. Credit for Village Service in Non-Bargaining Unit Positions. If a Village employee is employed by the Village full time in a non-bargaining unit position and is subsequently employed in a position covered by this Agreement without any break in the continuity of Village service, the employee shall be credited for such prior full-time Village service in determining eligibility for the number of vacation days and the amount of longevity pay and be credited for the number of sick leave days accrued. Prior Village service in a non-bargaining unit position which is not continuous (i.e., there is a break in the employee's Village employment between the time he was employed in a non-bargaining unit position and the time he is employed in a position covered by this Agreement) may, at the sole discretion of the Village, be credited in determining eligibility for the number of vacation days and the amount of longevity pay.

Section 21. Performance Evaluations. The performance of each employee shall be fairly evaluated at least once each calendar year. Such performance evaluations shall be in writing and shall be done by officer(s) who have a reasonable familiarity with the employee's job performance during the period covered by the evaluation. The employee shall be provided with a written copy of the performance evaluation and the employee shall sign the evaluation acknowledging that the

employee has received a copy of his evaluation and has read it. Within seven days after receiving the written performance evaluation, the employee may submit a written response or rebuttal to the evaluation. If such a written response/rebuttal is submitted in timely fashion, it shall be included in the employee's personnel file along with the performance evaluation.

Section 22. Posting of Fire Service Training Opportunities.

Training opportunities which the Fire Department decides to offer to employees (e.g., courses offered by the University of Illinois or the Illinois Fire Chiefs Foundation) shall be posted in all fire stations and such postings shall set forth the cost and the amount of reimbursement provided by the Village, if any, and whether or not attendance will be on the employee's own time. For the following classes, as long as they are conducted in a non-semester format (e.g. Romeoville Fire Academy or NIPSTA), the Department will provide coverage for each employee attending class on their normally assigned shift day(s), up to a maximum of two classes per year for each employee:

- Instructor I
- COFO
- Advanced Tech Firefighter
- Vehicle and Machinery Operations
- Vehicle and Machinery Technician
- FAE
- Rope Ops
- Engine Ops
- Truck Ops
- Instructor II and
- ADFO (for lieutenants only)

It is expected that the employee will return to duty at the end of each department covered class day.

As the Fire Chief or his designee determines a need for training in a specialized area, and as long as it is determined that the operational needs of the Fire Department are being met, such training opportunities shall be equitably distributed among qualified employees who express in writing within the time specified in the posting an interest in being considered for such training opportunities. Other training opportunities which are not required to meet a fire department operational need shall be equitably distributed among qualified employees who express in writing, within the time specified in the posting, an interest in being considered for such training opportunities. Except for training opportunities unique to a particular employee's current specialized assignment (e.g., trench rescue, high rise rescue, etc.), no training opportunities for

which the Village provides reimbursement and/or paid time off to attend will be offered to an employee until said opportunity has been posted as provided above.

Section 23. Safety Committee. A Safety Committee composed of three persons designated by the Fire Chief and three bargaining unit employees designated by the Union President shall meet at such times as a majority of the Committee may deem necessary, but in no event less than four times per year, for the purpose of discussing and investigating matters relating to safety in the Village of Arlington Heights Fire Department. The Safety Committee may make written recommendations concerning safety issues to the Fire Chief. If any Safety Committee meeting is scheduled during the working hours of any employee who will be attending the meeting, the employee shall be released from duty to attend the meeting without loss of pay.

Section 24. Fireguard/Extra Duty Assignments. Fireguard, or extra duty assignments for EMT-B's, and/or EMT-P's, shall be distributed as follows:

1. First preference shall normally be given to the member of the Department who is assigned as the Public Education Officer and who has previously expressed an interest in the assignment.
2. All other members of the Arlington Heights Fire Department who are interested in serving as a fireguard, or EMT-Bs, and/or EMT-Ps interested in extra duty details, shall notify the designated officer in charge of their interest, in writing, by a time specified by the officer, unless the member has opted out of such assignments for the calendar year.
 - a. Among such employees, insofar as practicable, the Village will endeavor to distribute the fireguard/extra duty assignments to qualified employees on an equitable basis over the course of a calendar year. (The initial list each January 1 shall be by seniority.)
3. If an employee demonstrates that he did not receive an assignment that he should have received or was not available to sign up for such an assignment on the day when the assignments were made, he shall have first preference for the next available assignment.
4. The Fire Chief retains the right to disqualify an employee from an assignment; provided, however, that the Fire Chief shall not arbitrarily and unreasonably disqualify an employee from such assignment.

Section 25. Distribution of Agreement. The Village agrees to duplicate at its expense enough copies of the Agreement for each member of the bargaining unit, with the understanding that the Union shall have the responsibility of distributing a copy of the Agreement to all employees covered by this Agreement after its ratification by both parties. During the term of the

Agreement, the Village shall have the responsibility of distributing a copy of the Agreement to any new employees who are hired into positions covered by this Agreement.

Section 26. Tuition Reimbursement. Employees may continue to participate in the Village's tuition reimbursement program during the term of this Agreement to the extent and on the same terms as other Village employees, provided that all courses necessary to complete an associate degree in fire service shall be reimbursed at the rate of 100% and all courses necessary to complete a B.S. degree in the fire service shall be reimbursed at the rate of 50% of the tuition cost. All requests for reimbursement must be submitted on forms provided by the Village. All courses that are required to obtain an Associate Degree in fire services or a B.S. in the fire services shall be reimbursed if the degree program in question has been pre-approved and the employee presents proof of tuition payment and receipt of the grade "C" or better for the required course or courses. Only a course which is not part of a previously approved degree program must be pre-approved before taking the course.

Section 27. Engineer Certification Program. The Fire Department's engineer certification program for engineers and back-up drivers shall be continued during the term of this Agreement, subject to the following modifications:

1. Not less than two refresher courses shall be scheduled during duty hours each year.
2. The recertification examination shall be based on material covered in the Illinois Fire Apparatus Engineer certification program and in the refresher courses.
3. A probationary employee shall not be eligible to take the engineer certification examination.
4. In order to pass the certification/recertification examination an employee must have a score of 75 or better on each part of the examination. Provided, however, that in connection with the recertification examination, an employee in a paid engineer position will, if necessary, be given one opportunity to retake the practical part of the examination only. The Village retains the right to determine the content and frequency of all such examinations.
5. In addition to the written and tactical components of the examination, which shall each be weighted at 45%, respectively, a backup driver with more than five years of seniority may earn one point per year for each year of subsequent service as a backup driver up to a maximum of ten points. (E.g., A ten year employee with five years of service as a backup driver after completing his fifth year of employment shall be entitled to five points.)
6. No employee shall be eligible to fill a permanent engineer vacancy until he or she has been a bargaining unit employee for at least five years. An employee selected to fill a permanent engineer vacancy which the Department has decided to fill shall come from the top three eligible employees on the back-up driver list based on the scores from the most recent

certification/recertification examinations. Appointment of an eligible firefighter paramedic to a permanent engineer vacancy is subject to the following conditions:

- a. If the number of paramedics is equal to or less than the minimum number of paramedics established by the Fire Chief, then a paramedic among the top three eligibles on the backup driver list who is chosen ("Employee A") shall be deemed to have secured the driver-engineer slot, but will not be appointed to such position until an additional paramedic is available to maintain the minimum. (Prior to permanent appointment, Employee A retains his current assignment as a paramedic.); and
 - b. If another engineer certification examination occurs before an additional paramedic becomes available, Employee A shall still have first priority for the permanent engineer vacancy, so long as Employee A passes such subsequent examination, even if Employee A is not among the top three.
7. A conditional employee, as defined in Article XVII, Section 1, who served as an Arlington Heights Fire Department paramedic before being appointed to fill a permanent engineer vacancy under this Article, will not be removed from his or her Engineer position to serve as a paramedic, provided that such employee maintains his or her status as an engineer (e.g., passes all recertification examinations).
8. The Department will provide driver training to all fire fighters as part of the Department's overall training program. A list shall be established from among the employees who have received such training and who possess a NAPD Driving Certificate, a State of Illinois apparatus engineer certificate, and a Class "B" Illinois driver's license (or equivalent). This list shall be known as the supplemental driver's list. Employees on such list may be assigned as acting engineer after first consideration has been given to firefighters on duty who are on the engineer eligibility list referred to in Article XI, Section 4. So long as there are at least four back up drivers assigned to each 24 hour shift, the Village will make every effort to avoid assigning other employees on the supplemental driver's list to serve as acting engineer, provided that the Village reserves the right to make such acting assignments when necessary.

For the 2020 Engineer exam, it is agreed that no Engineer will lose their seat if they fail the written exam, provided they participate in a re-education program designed by the Department.

During the term of the contract, the parties agree to meet to discuss enhancements to the Engineer Certification Program. Should the parties agree to modifications to the Program, the Program will be modified in accordance with that agreement.

Section 28. Station and Shift Bidding. Station and shift bidding shall usually be completed in the month of September. The process shall be organized by the Union. During the month of August, a union representative shall contact the Fire Chief for the bidding template, as well as any special instructions for the upcoming bidding (e.g. number and location of positions held open for probationary firefighters and paramedic students). There will normally be a full re-bidding every third year and a partial re-bidding the other two years.

During a full re-bidding, every bargaining unit position will be open, unless designated otherwise by the Fire Chief.

In the years where there is only partial re-bidding, only those spots currently unassigned will be available for re-bidding and only those bargaining unit members currently unassigned will be eligible to participate. A member may become unassigned by notifying the union representative prior to the start of the bidding process that s/he wants to vacate their assigned position. That action makes their position available for bidding and that member able to participate in the re-bidding process.

Upon completion of the bidding process, either full or partial, the final template, showing placement of all firefighters, engineers, paramedics and lieutenants, shall be submitted to the Fire Chief for his approval. The template shall be submitted no later than October 1 of each year.

Notwithstanding the foregoing, the final right to make station and shift assignments, including changes to existing assignments, is expressly retained by the Fire Chief in order to ensure that the overall needs of the Fire Department are met. Such assignments shall not be arbitrary or discriminatory. Reasons the Chief may use for changing a station or shift assignment, include but are expressly not limited to, training needs, balance (e.g. seniority, specialties), and familiarity (e.g. districts, equipment).

Section 29. Smoking. Employees will not be permitted to smoke in contravention of State law, as the same may be changed from time to time. In no event, however, may an employee smoke or use an electronic cigarette or similar device during an event open to the public, such as a tour, open house, public education, block parties and like events.

Section 30. Disability Benefits. No change in current system, statutory benefits are to be unchanged by the collective bargaining agreement.

Section 31. Apparatus Staffing. The minimum staffing levels for each Fire Department vehicle listed below that the Fire Department decides to place in-service shall be:

3 personnel on each in-service Engine Company

3 personnel on each in-service Truck Company

2 personnel on each in-service Squad Company

2 paramedics on each in-service Ambulance Company

For the purpose of unforeseeable emergencies (e.g., a firefighter is needed to drive an ambulance to the hospital; a firefighter becomes incapacitated due to injury or illness), the Fire Department may temporarily deviate from the above mentioned staffing levels, provided that the Fire Department, at its earliest convenience, undertakes the necessary steps to restore the proper

staffing levels. Efforts to restore the staffing levels include, but are not limited to, detailing personnel from another apparatus, hiring back off-duty personnel, or placing a vehicle out-of-service.

Each type of apparatus listed below that the Fire Department decides to place in-service shall normally be manned by the following personnel:

Engine Company: 1 Lieutenant, 1 Engineer, 1 Firefighter or Firefighter/Paramedic
Truck Company: 1 Lieutenant, 1 Engineer, 1 Firefighter or Firefighter/Paramedic
Squad Company: 2 Firefighters (Paramedics and/or EMT-B's)
Ambulance Company: 2 Paramedics

An employee serving in acting capacity may be used in lieu of a Lieutenant or Engineer.

ARTICLE XV PROMOTIONS

Section 1. Applicability. This Article shall apply to promotions to the rank of Lieutenant. Each new Lieutenant's Eligibility List shall be developed in accordance with this Article.

Section 2. Initial Eligibility. A person in the rank of firefighter shall not be eligible to participate in the Lieutenant's promotional process until he or she has completed five years of service as a full-time firefighter with the Village, and has attained certification as a Firefighter III. For purposes of determining eligibility under this Section, as well as seniority points and ascertained merit under Sections 4 and 5, below, the firefighter must be eligible as of the first day the Fire Chief's interview process begins, i.e. the first day the Fire Chief conducts an interview of any candidate for promotion.

Section 3. Components. The following components will be included in the testing process, and accorded the weights indicated below in connection with establishment of the final eligibility list for promotion to the rank of Lieutenant:

Component	Maximum Points	Percentage Weight
Seniority	100	10
Ascertained merit	100	10
Fire Chief's Points	100	10
Written Exam	100	50
Tactical Simulation	100	10
BFPC Oral Interview	100	10

The promotional testing components shall be administered in the order stated above, starting with determination of seniority points, and ending with the Board of Fire and Police Commissioners' ("BFPC") Oral Interview. The points earned under each component will be disclosed to the candidate as soon as practical after the component is completed. Also, upon request, an employee will be told of the highest and lowest composite scores for each component of the examination, and their ranking in each component. No promotional points shall be awarded for military service or veteran's status. Any candidate who fails to show up for any component of the promotion testing process will be ineligible to participate in any remaining components and will not be included on the Final Eligibility List.

Should the employee desire an opportunity to justify their failure to show up, the employee must provide a written explanation as to why they did not show up to the Fire Chief within three calendar days of the non-appearance. If the Fire Chief excuses the non-appearance and the employee can be rescheduled for the missed component, that will be done. If the timing will not permit the rescheduling (e.g. all candidates have completed that component), the employee will receive a zero for that component but be permitted to be placed on the Final Eligibility List based on their total score. The decision to accept or not accept an employee's explanation is final and is not appealable or grievable.

The Fire Chief or his designee(s) will offer to interview each eligible candidate who applies for promotion to the rank of lieutenant, before the Chief's points are awarded. Commencing in 2006, and thereafter in even numbered calendar years, the Fire Chief's interview process shall begin during the first full week of April.

The Tactical Simulation component will be designed by a third party testing company selected by the Village with input from the Fire Department. As part of its regular training curriculum, the Department will provide training on tactical situations. The third party testing company will conduct an orientation session 4 – 6 weeks prior to the testing date for the Tactical Simulation component. The orientation will provide candidates information explaining the nature of the test. This component will be administered and scored by the third party testing company. Candidates will receive points for each question answered correctly on the test. After all candidates have completed the entire promotional testing process, the third party testing company will provide a feedback report for each candidate as well as an executive summary of all candidates. The feedback report will be prepared in such a way as to avoid impugning the integrity of the test, both current and future. It is anticipated that the feedback reports will be provided no later than 4-6 weeks after the test.

The Fire Chief's points and the Tactical Simulation will be scored on a scale of 0 to 100 points and the BFPC oral interview will be scored on a scale of 50 to 100 points; provided, however, that any employee who fails to appear for the BFPC oral interview, the Fire Chief's interview, or the Tactical Simulation shall receive no points for such component. The points of each component will be reduced by the weight assigned to that component. The scores of all components shall then be added to produce a total score based upon a scale of 100 points.

The Union and the Village may each have one impartial monitor who is not a member of the Department, if they so desire, observe the tactical simulation component, oral interviews conducted by the Fire Chief or his designee and oral interviews conducted by the BFPC. To the extent either party elects to have a monitor present for any such component, that party shall notify the other at least 45 days in advance, in which case both parties shall have the right to have a monitor at such component(s). Each party shall insure that the same monitor observes a particular component. The monitors shall not interfere with the promotion process, but shall promptly report any process violations or irregularities to the BFPC and all other affected parties. Any points or scores awarded in connection with any subjective component shall not be subject to challenge or dispute under the grievance procedure. Provided, however, if the monitor reports a significant difference in the process used for the tactical simulation component, or the overall type of questions asked during oral interviews conducted by the Fire Chief or his designee or oral interviews conducted by the BFPC, then a grievance may be filed by the Union or an affected employee within five calendar days.

Except as otherwise provided herein, there shall be no monitors for any component.

Section 4. Seniority. An eligible applicant shall be given credit for seniority for all credited service as a sworn Firefighter in the Department as described herein. An applicant shall be credited with 0.833 points for each full month of completed service they have as of April 1, 2004, and shall thereafter accrue 0.555 points for each subsequent month of completed service, not to exceed a maximum of 100 points. Partial months shall not be counted. (E.g., If a firefighter was hired on January 1, 2000, he or she would have 42.483 points as of April 1, 2004, and would earn an additional 0.555 points for each subsequent completed month of service. A seniority list and the points for which each firefighter is eligible shall be posted before the first day the Fire Chief conducts an interview of any candidate for promotion, as described in Section 3, above.

Section 5. Ascertained Merit. A maximum of 100 points may be awarded for ascertained merit. An applicant shall submit an application with evidence of ascertained merit by a date specified by the Village, and points shall be awarded as follows:

Advanced Degree	Points
Associate's Degree or higher in Fire Science or fire service related equivalent. Note: An eligible employee receives points for the highest degree attained only; degree points are non-cumulative.	30
Fire Officer I	Points
Fire Management I/Leadership I	10
Fire Management II/Leadership II	10
Fire Instructor I	10
Fire Tactics and Strategies I	10
Fire Prevention Principles I	10
Company Fire Officer Certification	
Phase I	20
Phase II	20
Fire Instructor I	10
Certifications	Points
Fire Apparatus Engineer Certification	10
Paramedic Certification, i.e., service in AHFD as an EMT-P	15

An applicant can only receive points for either the Fire Officer I Courses or the Company Fire Officer Certification, with the exception of the Fire Instructor I course, which would apply to either program. No one may receive more than 50 points. All degrees must be from an accredited institution of higher education. Individual course credits, i.e. Fire Management I, Fire Management II, Fire Instructor I, Fire Tactics and Strategies I and Fire Prevention Principles I must be approved by the Illinois State Fire Marshal for points to be awarded. The FAE certification must be issued by the Illinois State Fire Marshal. If the Illinois State Fire Marshall changes any of the above-listed courses and/or the course of study to be a Fire Officer 1, the Village and the Union will work together to reassess how the ascertained merit points are assigned.

Section 6. Written Exam. The Village will post a reading list of the study materials for the written examination, which shall include study/reference material for all areas contained in the written exam, at least 90 calendar days in advance of the date of the written examination, in each fire station. The Village will place reference books for the upcoming written exam at each fire station, at least 90 calendar days before the written test is administered. The name of any applicant

for promotion who does not attain a minimum passing score of 70% on the written exam shall not be entered on the final promotion list. Any applicant who does not pass the written exam shall also be ineligible to participate in the remaining components of the Lieutenant's promotional process.

Section 7. Duration of Final Promotion List. A final Lieutenant's Eligibility List shall be effective for a period of two years from the date of its posting.

Section 8. Order of Selection. When there is a vacant or newly created position in the rank of lieutenant that the Village Board of Trustees has funded and authorized to be filled, the BFPC shall appoint the person with the highest ranking on the final promotional list, except that the BFPC shall have the right to pass over that person if the BFPC, upon recommendation by the Fire Chief, has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant since the promotional process began. If the ranking person is passed over, the BFPC shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article VI of this Agreement; provided, however, to be considered timely, any such grievance must be filed within five calendar days of the time the employee has been advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process.

Any candidate on the promotion list may refuse a promotion once without losing their place on the list. If such candidate refuses a promotion a second time, however, then he or she shall be removed from the promotional list, provided that such action shall not prejudice the individual's opportunity to participate in future promotional processes.

Section 9. Right of Review. Except as otherwise provided herein, any individual participant in the promotional process who believes that an error has been made with respect to his or her eligibility to take an examination, examination result, or placement or position on a promotion list may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article VI of this Agreement; provided, however, to be considered timely, any such grievance must be filed within five calendar days of the time the final promotion list is posted or the candidate learns that an error may have been made, whichever comes

first. Any such grievance will be filed at Step 3. If a grievance is filed concerning this Section or Article, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any promotion grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 10. Precedence of Article. During the term of this Agreement, and pursuant to Section 10 (e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Lieutenant shall be governed solely by the provisions of this Article, instead of the Fire Department Promotion Act. Except as provided in this Article, all remaining aspects of the Lieutenant's promotional process shall be in accordance with the applicable Rules and Regulations of the Village Board of Fire and Police Commissioners, as the same may be changed from time to time. The parties expressly agree that the substantive content of any written exam or tactical simulation, including the exam format and design, and the identity of those who conduct such components, shall not be subject to the grievance procedure.

ARTICLE XVI

LABOR-MANAGEMENT MEETINGS

At the request of either party, the President of the Union and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other Union representatives (not to exceed two) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting, provided that if the President of the Union requests the meeting, a copy of the agenda shall also be submitted to the Village Manager and the Village Manager or his designee may attend such meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If any labor-management meeting is scheduled during working hours of an employee, such employee shall be released from duty to attend such meeting without loss of pay.

ARTICLE XVII

MAINTENANCE OF SPECIFIC WORK DAY PRIVILEGES

The Village will maintain the following specific work day privileges for employees generally:

1. Employees shall be provided with a free parking space for their own car, motorcycle or pickup truck.

2. Employees will be permitted to utilize a Village land line telephone at each fire station for incoming and outgoing personal calls, provided that the use of the phones for such purpose is subject to such reasonable rules and regulations as the Fire Chief may prescribe.
3. The heating, air conditioning, and plumbing in each fire station shall be maintained in good working order.

In addition, the Village will maintain the following specific work day privileges for employees who are assigned to 24-hour shifts:

1. Beds will be provided as per existing practice.
2. The employees assigned to an ambulance or squad will be allowed, with the approval of their Company officer, reasonable time to shop for food and kitchen supplies during their tour of duty, with the understanding that the vehicle shall remain in service during such time.
3. Each fire station will have a kitchen with necessary utensils and equipment, including a dishwasher, and a sufficient eating area.
4. Employees shall be permitted to perform routine upkeep and maintenance on their own car, motorcycle or pickup truck during nonassigned time in accordance with the General Orders or successor document in effect during the term of this Agreement.
5. Each fire station will have a day room with sufficient seating, bathroom and shower facilities, and locker facilities (i.e., one locker per employee).
6. Each fire station shall be equipped with one television and one video recorder which may be used for recreational purposes during nonassigned time, subject to such reasonable rules and regulations as the Village may prescribe.
7. Employees shall be required to eat their meals at a common meal site within the fire station to which they are assigned.
8. Kitchen and bath soap, dishwashing soap, paper towels, toilet paper, and household cleaners will be provided.

None of the foregoing shall interfere with the normal operations of the Fire Department.

The Village will provide 30 kitchen towels and 30 dish cloths per fire station. The Village will pay each firefighter assigned to a 24-hour shift a total of \$50 per fiscal year, to be paid during the month of May, to offset the cost of the employee's purchase of sheets, pillow cases, bath towels and face cloths.

ARTICLE XVIII

EMERGENCY MEDICAL SERVICES

Section 1. Definition. For the purpose of this Article only, references to "Conditional Employee" shall mean any employee hired on or after March 31, 1987 but before May 1, 2017.

Section 2. Condition of Employment. All Conditional Employees shall obtain, if directed, paramedic certification and shall maintain their paramedic certification as a condition of employment unless the Fire Chief grants written permission to an employee to decertify as a paramedic or the employee opts out pursuant to the provisions of Section 5 below.

If there are an insufficient number of firefighter volunteers to fill paramedic slots that the Fire Chief has decided to fill, Conditional Employees may be directed by the Fire Chief to obtain and thereafter maintain paramedic certification unless the Fire Chief grants written permission to an employee to decertify as a paramedic. Subject to overall departmental needs and the availability of training slots at the selected training hospital, the Fire Chief shall direct volunteers and/or Conditional Employees to obtain their paramedic certification whenever the total number of employees who have paramedic certifications does not exceed by six the number the Fire Chief has established. Selection of firefighter volunteers and Conditional Employees for paramedic certification shall be based on an overall assessment of departmental needs. Seniority shall be considered but shall not be controlling. If there are not enough Firefighter volunteers, the Conditional Firefighter employee with the least time served as an Arlington Heights Paramedic will be directed to recertify, or become certified, as a paramedic, so long as the needs of the department are not adversely affected. (If two conditional employees have equal time served as an Arlington Heights Paramedic, the most senior Conditional Employee, as long as the needs of the department are not adversely affected, shall be directed to obtain paramedic certification.)

Section 3. Good Faith Effort. Conditional Employees shall make a good faith effort to obtain and maintain their certification as paramedics. A Conditional Employee's failure to make, in the Fire Chief's judgment, a good faith effort to obtain or maintain their paramedic certification shall constitute cause for termination. If a non-probationary Conditional Employee believes that the Fire Chief's determination that the Conditional Employee has not made a good faith effort to obtain/maintain certification as an EMT-B or as an EMT-P is arbitrary and unreasonable, the non-probationary Conditional Employee may file a grievance over this issue in accordance with Article VI of this Agreement.

A non-probationary employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain EMT-B certification shall be given one additional opportunity to obtain/maintain same. Similarly, a non-probationary Conditional Employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain his paramedic certification shall be given one additional opportunity to retake the necessary courses (provided one of the resource hospitals which the Department has

used in the past accepts the employee for such retraining), and/or retake examinations the number of times authorized by law (provided the appropriate representative of the applicable resource hospital has approved the retaking of the examination). If such employee obtains or retains certification as an EMT-B or EMT-P, the Village will refund to the employee upon submission of appropriate receipts evidencing payment for the direct costs for the retraining, such as tuition, fees, books, etc., provided that expenses for mileage and meals shall not be reimbursed. Time spent in such retraining outside the Conditional Employee's regularly scheduled hours of work shall not be considered compensable time for any purpose. A non-probationary Conditional Employee's failure to obtain or maintain certification as an EMT-B or EMT-P, whichever is applicable, after being given one additional opportunity shall constitute cause for termination.

Section 4. Requirement to Obtain and Maintain a Paramedic License. All employees hired on or after May 1, 2017 are required to obtain and maintain a paramedic license for the duration of their employment, unless the paramedic is promoted to Lieutenant or becomes a permanent engineer, at which time the employee may choose not to keep their paramedic status. Employees who choose to keep their paramedic status will not be removed from their position as a permanent engineer to serve as a paramedic as long as that employee maintains their status as a permanent engineer. Employees subject to this provision are not eligible to opt-out under the provisions set forth in Section 5 below.

Section 5. Opt Out Provisions if Number of EMT-P's Exceeds Number Established by the Fire Chief. Subject to the provisions of the Side Letter attached hereto, the Fire Chief shall establish the number of bargaining unit employees assigned to shift work who must maintain current paramedic certification and shall have the right to revise said number from time to time, provided that the Fire Chief's determination of the number or the revision of such number shall not be made for arbitrary and unreasonable reasons. The Fire Chief shall advise the Union President of the number of employees who must maintain current paramedic certification and of any revision of such number. If the number of employees who have paramedic certifications exceeds the number that the Chief has established, employees up to the number in excess of the number established by the Chief shall have the right to be relieved of the requirement that they maintain their paramedic certification, subject to the following:

1. Employees shall notify the Fire Chief in writing of their desire to decertify or assume inactive status. An employee must have served as a paramedic with the Department for at least five years before being permitted to opt-out. This five-year requirement shall not apply to any employee who has been selected to serve as an engineer or promoted to lieutenant.

2. The month of July will be the opt-out period each year. Opt-out letters will be submitted starting July 1st and accepted through July 31st.
3. If the number of employees who request to decertify or assume inactive status would result in the number of paramedics dropping below the number established by the Fire Chief, preference shall be given to employees who have the greatest period of service as a paramedic in the Arlington Heights Fire Department; and
4. Absent extraordinary circumstances, no more than one paramedic may opt out as a paramedic in any calendar year.
5. The effective date of any opt-out will be the following year's shift change.

Section 6. Arrangements for EMT-B and EMT-P Training. The Village shall make appropriate arrangements for employees to undertake the necessary courses of study, practical experience, and other prerequisites to obtaining and/or maintaining certification, including paying the direct cost for the training in accordance with present practice, except as provided in Section 3 above concerning retraining. The Department will make every effort to send any employee who has not previously served as a paramedic with the Department who has so requested to attend EMT-P school, subject to budgetary, manpower and/or departmental needs.

In accordance with current practice, the Department shall provide paramedics annually with a reasonable opportunity to obtain the continuing education hours needed for recertification during their regularly scheduled hours of work. If despite the provisions of this Article time is spent outside an employee's regularly scheduled hours of work to obtain/maintain EMT-B or EMT-P status, such time shall not be considered compensable time for any purpose.

Employees may be temporarily assigned to a 40-hour workweek in order to be trained as an EMT-B or EMT-P, provided such assignment shall not reduce the employee's base salary.

Section 7. Rotation. Where feasible, the department will attempt to provide for rotation between ambulance and fire suppression company assignments for firefighters/paramedics. Consistent with the need to provide the experience necessary for appropriate skill retention, the intent of such rotation is to reasonably distribute paramedic assignments among qualified firefighters/paramedics. Efforts to provide for such rotation shall necessarily be contingent on daily staffing needs. Firefighters/paramedics on restricted duty assignments and Lieutenants may not be subject to rotation.

Section 8. Notice and Medical Treatment. If the Fire Chief or any supervisory employee excluded from the bargaining unit is notified that an employee has provided emergency care or

life support services to a patient who is suspected of having, or has been diagnosed as having, a dangerous exposure to hazardous materials, communicable disease, or serious infectious disease, the employee shall be immediately notified.

Coverage for the costs and expenses for treatment needed as a result of such exposure shall be in accordance with either Worker's Compensation or the medical plan selected by the employee pursuant to Article XII, Section 1, whichever is applicable.

The Village agrees to pay all expenses for inoculation or immunization shots for any employee wishing to be vaccinated or immunized where such vaccination or immunization is normally available in the Chicago metropolitan area and where such vaccination or immunization becomes necessary as a result of said employee's reasonably likely exposure in the line of duty to contagious diseases. The cost for any examination or diagnostic test necessary to confirm the effectiveness of a vaccine or immunization shall be paid for by the Village. The Village may require the employee to sign a consent form prior to receiving any such vaccination or immunization.

Section 9. Certification/Licensure. The word "certification" as used in this Article shall be interpreted to also mean licensure, if applicable, and that the employee must be approved by the resource hospital.

ARTICLE XIX

EMPLOYEE DISCIPLINE

Section 1. Employee Rights. Employees shall have all rights as set forth in 65 ILCS 5/10-2.1, 1-17, to have their discipline cases reviewed by the Board of Fire and Police Commissioners. Employees shall have the alternative right to file grievances concerning discipline cases. The grievance procedure in Article VI and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police Commissioners. Furthermore, the filing of a grievance involving employee discipline shall act as a specific waiver by the Union and the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners and a form containing such specific waiver shall be executed by the Union and the involved employee before a grievance maybe filed under the grievance procedure. Employees initially seeking review by the Board of Fire and Police Commissioners may subsequently elect to file a grievance within the appropriate time limits specified in the grievance procedure, but only prior to any hearing before the Board. Employees so filing a grievance shall

immediately withdraw their requests for a Board hearing and waive any and all rights to additional hearing(s) before the Board.

Discipline charges shall be filed with the Board of Fire and Police Commissioners and copies shall be sent to the Union.

A hearing before the Board of Fire and Police Commissioners, if any, shall be conducted under the applicable rules and regulations of the Commission and the applicable statute.

A hearing before an arbitrator selected under the procedures of this collective bargaining contract shall be conducted in the same manner as an arbitration proceeding provided by this collective bargaining agreement, except that in cases involving discharge of an employee the parties will make every reasonable attempt to expedite the process.

Section 2. Employer's Authority. The authority of the Fire Chief to discipline employees shall be governed by 65 ILCS 5/10-2.1-1 et seq., regardless of which forum the employee may select in which to contest the disciplinary action.

ARTICLE XX

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement, provided the Union makes a timely and proper request to bargain over the change being considered by the Village.

ARTICLE XXI

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific

Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XXII

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2022. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____ 2019.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT A
Village of Arlington Heights
BLUE CROSS BLUE SHIELD PPO BENEFIT SUMMARY

Blue Cross Blue Shield

Hospital/Physician PPO

Deductible	\$250 Individual \$750 Family
Coinsurance	90% Network 70% Non-Network
Out-of Pocket	\$1,000 Individual (In Network) \$2,000 Individual (Non-Network)
Inpatient Hospital	90% Network 70% Non-Network
Surgery	90% Network 70% Non-Network
X-Ray/Lab	90% Network 70% Non-Network
Office Visit	90% Network 70% Non-Network
Prescriptions	\$10 co-pay - generic \$20 co-pay - formulary \$30 co-pay - non-formulary
Emergency Room	90%
Lifetime Maximum	Unlimited

SIDE LETTER

The wearing of an official Union pin which is not larger than the size of a dime shall be limited to the lapel of the employee's squad jacket or dress uniform, or to the left collar of the station uniform shirt. This Side letter shall be in effect for the term of the collective bargaining agreement to which it is attached.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

It is the Fire Department's present intention to continue to purchase bunker turnout suits with microporous vapor liners (known as Gore-Tex vapor liners). If the Fire Chief subsequently determines that there are good and sufficient safety reasons to no longer purchase bunker turnout suits with Gore-Tex liners, the Fire Chief shall first discuss the matter at a Labor Management meeting, held in accordance with the provisions of Article XV.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

No bargaining unit employee shall be involuntarily assigned to a full-time position as Director of Paramedic Services. No Lieutenant shall be offered the position of Director of Paramedic Services unless he has successfully completed his one year probationary period as a Lieutenant.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

Unless the Village decides to add an additional ambulance company, the number of bargaining unit employees assigned to shift work who must maintain current paramedic certification shall not exceed 60 as of July 2017, as long as any employees who are required to maintain paramedic certification and with respect to whom such certification was not a condition of employment at the time of initial hire (i.e., employees hired prior to March 31, 1987) have not been given the right to be relieved of such requirement pursuant to the provisions of Article XVIII, Section 4. When all such employees have been given the right to opt out (whether or not exercised), the provisions of Article XVIII, Section 4, with respect to the Fire Chief's right to revise said number shall be fully applicable. The provisions of Article VI of the parties' Agreement (Grievance and Arbitration Procedure) shall be applicable to this Side Letter.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

This is a Side Letter to the 2020-2022 collective bargaining agreement between the Village of Arlington Heights (“Village”) and the Arlington Heights Firefighters Association, Local 3105, IAFF (“Union”). The Village and the Union agree that, in recognition of the fact that 2020-2022 collective bargaining agreement was voluntarily agreed-upon prior to January 1, 2020, all employees in the bargaining unit as of the date the new agreement is signed will receive a one-time \$400 signing bonus within 30 days of the date the new agreement is executed. This lump sum bonus is non-precedential in nature, and shall not be added to base pay.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A

ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

WHEREAS, the provisions of § 1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution;

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Village and the Union agree to the following Alternative Impasse Resolution Procedure:

Section 1. Authority for Agreement: The parties agree that the statutory authority for this Agreement is § 1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Union that are subject to the negotiations for a successor agreement, the provisions of which are set forth herein.

Section 2. Selection of Arbitrator and Naming of Panel: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to § 1614, they will engage in the arbitration of impasses procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

- a) **Service of Demand for Mediation:** The Village agrees that any Demand for Mediation filed by the Union and served upon the Village 30 days prior to May 1, 2017 (or January 1 in any subsequent year if the Agreement is automatically renewed), shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.
- b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by the Union, the selection of an arbitrator will be delayed until such time as either party serves upon the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:
 - i. During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service;

- ii. Within seven days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
- iii. In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association (“AAA”) for a panel of seven arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to reject one panel in its entirety within seven calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in the AAA’s ranking process for purposes of determining which of the seven arbitrators on the panel shall serve as the neutral arbitrator. Each party shall have 14 calendar days from the date the panel list is received from the AAA to number the names on the panel list in order of preference and return the list to the AAA. Each party may strike up to two names from the panel list, but shall number in order of the preference the remaining names. In accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator to serve. In the event that the arbitrator declines or is unable to serve, the AAA shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven arbitrators from the AAA and commence the selection process anew. It is further agreed that the AAA’s role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties’ ranking of the members of the panel, the AAA’s participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested;
- iv. The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral

arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.

c) **Issues in Dispute and Final Offers:** Within 21 calendar days prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- i. Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
- ii. Not less than seven calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.

d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Village and the Union. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for a successor agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to May 1, 2017, (or January 1 in any subsequent year if the Agreement is automatically renewed), provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a)

above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages or other forms of compensation.

e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to January 1, 2020 (or January 1 in any subsequent year if the Agreement is automatically renewed), but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:

- i. Hearings shall be held in the Village of Arlington Heights, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Arlington Heights only by written mutual agreement.
- ii. The hearings shall begin within 30 days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing for a period up to 90 days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within 30 days of the date of the first hearing.
- iii. The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within 21 calendar days of the conclusion of the hearings;
- iv. The arbitrator's decision and award shall be issued in writing directly to each party's representative within 30 days of the close of hearings or the submission of Post-hearing briefs, whichever is later;
- v. A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible

for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

g) **Time Limits**: The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.

h) **Remaining Provisions of § 1614**: Except as expressly provided in this Agreement, the parties agree that the provisions of § 1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur over the negotiations for a successor agreement. To the extent there is any conflict between the provisions of this Agreement and § 1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.

i) **Recitals Incorporated**: The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.

j) **Authority of Representatives**: The undersigned representatives warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Village and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Village and the Union.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

Village Manager

Union President

Director of Human Resources

Member of Negotiating Team



Village Board
11/18/2019

Item: Closed Session

Department: Village Manager's Office

Request for Closed Session per ILCS 120/2(c)(21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

-and-

5 ILCS120/2(c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel