AGENDA
President and Board of Trustees
Village of Arlington Heights
Virtual Meeting

In response to the COVID-19 pandemic, the Board meeting is closed to in-person, public attendance. The public will have an opportunity to fully participate in the virtual Board meeting via their computers or phones.

Please follow these instructions to participate in the virtual meeting. Residents can also view the meeting live online or on our cable access channels (6 for WOW, 17 for Comcast or for AT&T UVerse, find our access channel through the menu on your remote).

Questions or comments of 200 words or less may be also be emailed in advance of the Village Board meeting to rhume@vah.com by 3 p.m. Monday, September 21. These emails will be read at the Board Meeting.

September 21, 2020
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. Village Board 09/08/2020
B. Committee of the Whole 09/08/2020

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 09/15/2020

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

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 LEGAL

A. An Ordinance Adopting Rules for the Board of Fire and Police Commissioners

B. An Ordinance Amending the Zoning Ordinance of the Village of Arlington Heights, Granting a Land Use Variation and Variations from Chapter 28 of the Arlington Heights Municipal Code
(Pet Suites, 1050 E Rand Rd)

C. An Ordinance Amending Chapter 18 of the Arlington Heights Municipal Code
(Various provisions)

D. A Resolution Approving an Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services
(Supplemental Medicaid payments for ground medical transportation)

E. A Resolution Approving an Intergovernmental Agreement with the State of Illinois
(Sustained Traffic Safety Enforcement Grant)

F. A Resolution Approving Certain Property to Participate in the Cook County Class 7c Commercial Urban Relief Eligibility Incentive
(3400 W Euclid Ave)

XI. APPROVAL OF BIDS

A. Renewable Energy Aggregation

XII. NEW BUSINESS

A. Cremation by Water - 11 W. College Dr. - PC#20-011
Land Use Variation to Allow a Crematorium in the M-1 District,

Variations

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

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
9/21/2020

Item: Village Board 09/08/2020

Department: Village Clerk

ATTACHMENTS:

Description	Type
Village Board 09/08/2020	Minutes

MINUTES
President and Board of Trustees
Village of Arlington Heights
Virtual Meeting
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
September 8, 2020
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

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

Also present were: Randy Recklaus, Nick Pecora, Charles Perkins, Robin Ward and Becky Hume.

IV. APPROVAL OF MINUTES

A. Village Board 08/17/2020 Approved

Trustee Bert Rosenberg moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 08/30/2020 Approved

Trustee Bert Rosenberg moved to approve in the amount of $3,748,133.90. Trustee John Scaletta Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

VI. RECOGNITIONS AND PRESENTATIONS

A. Recognition of Good Samaritan Kyla M. Davis

President Hayes described Ms. Davis' intervention in a domestic violence disturbance. She called 911 when the victim was forced into an SUV at knife point. The victim was able to escape and Ms. Davis gave her safety in her car. She then drove until she found a police officer while being chased by the offender. Most likely the victim would not have survived without Ms. Davis' actions. Chief Pecora presented her with the Good Samaritan Award. Mayor Hayes gave her an Arlington Heights Coin. Ms. Davis thanked the 911 and police officer who responded.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

My family and I have been residents on Dryden Avenue (1147 North Dryden) for over 18 years. We have lived several places and have found Arlington Heights to be the most community-oriented place we have lived. This section of Dryden embodies what I love about Arlington Heights. It is very walkable and neighborly, with a great deal of people outside enjoying our area. This includes families, children, the cross-country teams from the local schools out running, pet-owners walking their dogs, and people of all ages. People walk, run, ride bikes, rollerblade, ride scooters, stop and chat with neighbors, and play in their front yards.The speed limit on our residential street is 25 mph, which is very appropriate. Unfortunately, many drivers do not abide by this limit. I appreciate the village's efforts to enforce this law, including the flashing sign indicating cars' actual speed and the patrol officers policing and ticketing. And hope these efforts continue. However, they are not adequate. Cars continue to speed down our street. It is not uncommon for me to hear a car accelerate quickly ("gunning it") as it leaves the stop sign at Dryden and Olive and heads south. From time to time, I am appalled to see cars PASS slower cars right in front of my house. (These cases are always south-bound cars.) And while I appreciate the extra police effort to try to catch these offenders, the time they can spend on the street is limited. And I am sure this is an expensive solution. I suggest we pursue more permanent and less expensive solutions. I am requesting the Board, and the relevant Village Staff, research the installation of "speed reminder signs" that are placed **in the middle of the road**. Not only will this be a greater reminder of the speed limit, but it will in effect "narrow" the road, which naturally causes drivers to slow down. Or another related option would be to place rubber dividers (chicanes) down the center line (like those used for construction) to create an artificial "narrowing" of the street and create a natural cause for drivers to slow down. These options will be relatively inexpensive and permanent. It is worth trying to see if this reduces the speeding on this residential street. I appreciate your consideration and effort to try to make this street safe and another example of the walkability and neighborhood-focus of Arlington Heights. Thank you! Joan Dubnicka

From Melissa Cayer: 1. Why did you vote to forego 23 years worth of property tax revenue from the TIF district around Arl. Hts. Rd. and Algonquin Road? 2. How can you vote to have all the other taxing bodies forego 23 years worth of property tax revenue?

President Hayes said the TIF district means the tax level is frozen for taxing bodies, they still receive annual taxes at the frozen amount. The incremental tax amount over and above that amount is what is dedicated to the TIF. The tax bodies then receive the tax benefit as the tax rate is much improved when the TIF is ended.

Mr. Recklaus said Dryden is one of the areas where there is selective enforcement. Since 2014 there has been a significant drop in accidents in this area. The Village has experimented with signs in the street, without much success. They get hit, damaged and don't have a noticeable impact on traffic. They also have to be removed in the winter because of snowfalls. The Village will continue to work to improve traffic in this area.

Thomas Galla asked for a solution for speeding on Dryden. He often experiences people on his tail driving home and sometimes pass him. He also has to yield to motorists that are not stopping when they are supposed to. People race down the street late at night that wake him up. One accident recently jumped the curb. This is a top priority for more than 30 residents. He asked for a resolution.

Randy Ries said since Covid, there are more children at home and on the street. The traffic volume has increased. He expressed his concern and requested that the Village conduct a traffic study. The police support is not a permanent solution or a best use of their resources.

Kathryn Boudart said she has to teach her children how to avoid their own street because of the recklessness. She worries about them getting hit on their way to school and playing. There has to be something the Village can do to slow people down.

Eugene Boldt asked the Engineering Department to investigate what they can do. Perhaps crosswalks could help? He suggested adding larger stop signs and increasing fines.

Mr. Recklaus said he will speak to the Engineering Department about a speed study. The Police Department said there has been only 7 accidents this year, down from previous years. He provided statistics regarding the reduction in crashes on Dryden over the past four years. The Village is happy to study it further and see if there are different things that can help. No timeline was committed to because staffing is slim right now, but it will be studied as fast as we can put it together. Mr. Recklaus provided his email address so residents can send him information directly. Dryden is a collector street. It is designed to carry more traffic than others.

Carolyn Selke said she supports making Dryden safer for pedestrian and bicyclists.

IX. OLD BUSINESS

A. Report of Committee of the Whole Meeting of September 8, 2020 — Approved

Interview of Lucy Neacy for Appointment to the Environmental Commission - term ending April 30, 2021

President Hayes administered the Oath of Office to Ms. Neacy.

Trustee Mary Beth Canty moved to concur in the Mayor's appointment of Lucy Neacy. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

B. Report of Committee of the Whole Meeting of September 8, 2020 — Approved

Interview of Karen DeZellar for Appointment to the Special Events Commission - term ending April 30, 2024

Trustee Robin LaBedz moved to concur in the Mayor's appointment of Karen DeZeller. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT LEGAL

A. An Ordinance Dedicating a Portion of Public Right-of-Way and Accepting a Plat of Dedication for a Portion of Public Right-of-Way (portions of Commuter Drive with Rolling Meadows) — Approved

Trustee John Scaletta moved to approve 2020-029. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

CONSENT REPORT OF THE VILLAGE MANAGER

XI. APPROVAL OF BIDS

Resident Melissa Cayer asked for these items to be removed from the Consent Agenda.

Mr. Recklaus said the Village Code requires the operator of a raffle to take out a bond to make sure they don't take the proceeds and skip town with the money without holding the raffle. The Village has a long tradition of waiving the bond requirement for local institutions as we know where to find them.

Ms. Cayer asked what a bond is. A bond is like insurance, people have to purchase it. It is not a fee that goes to the Village. The bond amount is based on the value on the raffle. The bond purchaser gets their money back if the raffle is successfully executed.

Trustee John Scaletta moved to the Bond Waiver items from Consent of the Village Manager to Approval of Bids. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

A. Bond Waiver - Arlington Heights Park Foundation - Golf Outing — Approved

Trustee John Scaletta moved to approve. Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

B. Bond Waiver - Metropolis Performing Arts — Approved

Trustee Richard Baldino moved to approve. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

C. Bond Waiver - St. James Church — Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

XII. NEW BUSINESS

A. Verizon Wireless - 375 E. Palatine Rd. / Sign Variation - DC#20-041 — Approved

Verizon Representative Tracey Deihl explained the request for an additional wall sign on the west side of the building. It helps people from that entrance to find the location within the parking lot.

Mr. Perkins said they are requesting for a sign on every façade, which is above Code. His information states their request is for the east side of the building. There is also a ground sign. Staff recommends denial, the Design Commission approved the request. Staff believes four signs is excessive.

Trustee Scaletta said this is a unique location. Traffic goes by quickly, but once you are inside the property, it's not easy to find the location. AT&T had billboards in their windows which is against code. He concurs with the Design Commission.

Trustee Baldino said Verizon already has three signs. He understands their desire to maintain competitive, but doesn't see a sign on the east making a difference. Traffic on Palatine can't see it. Shoppers can't see the east façade until they are in the parking lot. He agrees with staff.

Trustee Tinaglia asked if there were any other buildings that have four signs. Mr. Perkins said he didn't think so. There was a concern about precedent. Having a standard is important. Variations are recommended for unique situations where there was a true hardship. Staff doesn't believe that is the case here. There are other options to improve the building which would make it more visible.

Ms. Diehl said they have reduced the size of their signs. This was an existing retail structure with three street fronts, but has access from multiple points of entry in the parking lot and the traffic would flow better if drivers knew where the store was. They are asking for consistency with AT&T. From the east, the existing signs are not visible, so it would help people not familiar with the location to find the store.

Trustee Tinaglia asked if the AT&T windows were signs or displays. Mr. Perkins said originally they were window displays. Now, the logo is affixed to the window which is not compliant with Code. This is a Code enforcement issue and Building is addressing it with AT&T. Mr. Perkins said there is a logo over each entrance and these are classified as signs. In staff's opinion, there are three signs on the AT&T building.

Trustee Rosenberg said Verizon was reducing their signage footprint, so he is okay with it.

Trustee LaBedz questioned if this was really precedent setting. Mr. Perkins said technically yes. Others will point to it when evaluating sign variations. The Board can speak to the uniqueness of this situation in its decision.

Trustee Canty asked if there was a reason Verizon couldn't do awnings. Ms. Diehl said the Design Commission recommended against it. Bird residue would be an issue and awnings are difficult to maintain.

Trustee John Scaletta moved to concur with the Design Commission to allow four wall signs subject to the acceptance of the Design Commission's recommendations. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia
Nays: Baldino

Absent: Padovani

B. Pet Suites - 1050 E. Rand Rd. - PC#20-010 Rezoning from the B-3 District to the B-2 District, Land Use Variation for Commercial Kennel, Variations — Approved

Pet Suites' attorney Mike Firsel presented the former Teddy's Liquors space that this project will replace. The signage will be minimal. He said there is an outdoor activity area. Employees will always supervise it and clean it multiple times a day. There will be a seven foot solid fence. There will be no animals outside of the controlled supervised activity area. Noise from the interior is minimal. No odor comes from these facilities. The petitioner has agreed to additional landscaping as requested. They have requested an exterior shade over the outdoor activity area.

Mr. Perkins said the site is being re-zoned to B-2, which is what it should be. There was some concern about traffic from Dunkin Donuts backing up onto Jane Avenue. There is about a half hour during the peak morning rush when this occurs. A condition was added to provide a cross access agreement between Dunkin Donuts and Petsuites to accommodate westbound egress onto Rand Road and the possibility of other options if subsequent studies show that more relief is necessary.

Trustee Rosenberg asked if there was someone on duty all night. Derek Evans, Operating Officer of Petsuites, said no. Staff is there from 6:30 a.m. to 8:00 p.m. An alarm system is set and motion detectors are in place. They have staff on call to check on the site if necessary. There are cameras, but they are only accessed when needed. There are no veterinary services on site. The organization builds local relationships with veterinarians. It is over 100 feet to the nearest residential site. Dogs are let out first thing in the morning. Mr. Evans said they will monitor sound and take steps to mitigate it if needed.

Trustee Scaletta said residents don’t expect to hear truck noise or pet noise until after 7 a.m. If noise becomes a problem, they may have to change their procedure. Mr. Evans said they can accommodate that if it is necessary. Trustee Scaletta asked who would pay for the traffic study. Answer: Dunkin Donuts because it is their issue that causes the backup and Dunkin’s Special Use spells that out. The building has a sprinkler system.

Trustee LaBedz asked what kind of radius the business draws from. Mr. Frisel said they did their own study and there are often several dog businesses within in 5 miles. Petsuites often co-locates in dense suburban areas. They look at population and those that owns dogs. Arlington Heights has a lot of dog ownership and a large population. Customers look for convenient driving patterns within 15 minutes.

Trustee Richard Baldino moved to approve. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

A. Diversity, Equity, and Inclusion Audit and Plan Approved

Mr. Recklaus introduced the Kaleidoscope Group which is being hired to conduct a Diversity, Equity and Inclusion (DEI) audit and plan. This project is driven by the Village Board's strategic priority to find new ways to embrace diversity in the Village and its government. Kaleidoscope's focus will be on Village government as an employer, however, they will be hosting some community engagement meetings in the fall as part of their scope of work. After these meetings, the consultant will review the Village's current practices in critical areas and conduct a workforce assessment which includes employee focus groups and a survey. After all this is completed, the Board and Staff can consider which recommendations to pursue and develop a timeline.

President Hayes said he was glad to have Kaleidoscope on board and that they were a Chicago firm so they understand local government in Illinois. Municipal government is a partnership between all the governmental bodies in the Village. The Board is anxious to do this, but wants to do it right, have all the issues addressed, and identify solutions.

Trustee Canty asked if three interviews are enough. Tanya Settles of Kaleidoscope said these meetings are to help understand the foundation. As the team moves into data collection and understanding where we are, the pool will be expanded. Trustee Canty said she was glad this is a minority owned business. She said getting it right is better than getting it fast.

Trustee Scaletta said the Village needs to have a diverse work force in our Police Department. We have made efforts, but they have not come to fruition. There is a lot of diversity in the Village, but not a lot of people of color.

Trustee Schwingbeck said a lot of residents want to be engaged. He asked what the cost was to having more meetings with residents. Answer: $3,600 for every two sessions.

Trustee LaBedz said this will be an ongoing process and we want to do this right. She asked what kind of differences are found in municipalities. Chris Georgas of Kaleidoscope said geography is one of the biggest differences. It dictates the starting point and what is trying to be achieved. The goal is to make sure leadership understands what success looks like and create impact. Dr. Lee said the expression of the Board wanting to get it right sets the tone. When differences occur is when people are open to change.

Trustee Baldino asked what the scope of work was. Mr. Recklaus said this contract is to make sure as an employer the Village is doing what we can to be welcoming our own staff and new people. The goal is to equip ourselves to serve the community in regards to these issues. Trustee Baldino clarified that the scope is to help ourselves as leaders to our community grow, not just village staff. Mr. Recklaus said it’s important to have a diagnosis before a prescription. This effort will look at the gaps, opportunities and have the consultants recommend what would help us moving forward.

Trustee Rosenberg asked if we are evaluating our staff. Ms. Settles said they will have focus groups and individual interviews too. Trustee Rosenberg said the community is looking at this from different stand points and he's not sure the people will be satisfied. Ms. Settles said she didn't see a big separation between community and government. The objective is to bring them together. Dr. Lee said if you meet people where they are, you will find out what you need to know.

Trustee Tinaglia said this is a marathon, not a sprint. Any good fortune or policy is going to take time and effort. This will be done right and well.

John Allen Boryk of Bridging the Black/White divide is so pleased that this is being addressed seriously and with a good company. He is proud to see this Village taking this step.

Angie Hamada said this is important work. Hiring Kaleidoscope is a wonderful start. She supports a DEI declaration and petition. In reading the Village’s plan, a committee or declaration are not mentioned. Is the consulting firm going to work on them, and if not how do we move forward? Will there be community discussion? Some residents were hoping for a larger town hall type of meeting. Is that coming?

President Hayes said the scope is to help us form DEI statement with the help of the community. A commission is also on the table. Until there is discussion, we don’t know what will it be, who would be members, and what the goal is. The consultant will help us discern this items. Mr. Recklaus said this scope of work will not resolve on all the issues. This is a start. These community meetings will collect input on this phase. It doesn’t mean we can’t have other discussions over time. These are first steps and the hope is that recommendations about how to go about more conversations and next steps come forward. We are staying open minded.

Keith Moens asked if this study will look at zoning ordinances. Ms. Georgas said they are considered in the community focus groups. Anything and everything is important to include, nothing is off the table. They cannot say what is possible or not, but will bring back the voice of the people and what the community is looking for.

George Motto complimented the Board on the decision to hire Kaleidoscope and is looking forward to a community wide task force on DEI, housing, transportation and zoning. It’s a first step and we will hand the baton to the next group to handle some of these other questions.

Brian Larson wrote: I thank you for your support of diversity, equity, and inclusion efforts to improve our community and make it more inclusive of the variety of residents who call it home. I ask you to give this effort the utmost attention and funding. We can be a more inclusive community and owe it to future generations to undertake the difficult work to change the status quo. Please authorize the consulting agreement with Kaleidoscope, and do not shelve its recommendations, but implement them in rapid order once the conclusions are presented to the Village.

Trustee Canty moved to approve the consulting agreement with the Kaleidoscope Group to provide a Diversity, Equity and Inclusion Audit and Plan. Trustee Scaletta seconded the motion.

Ayes: Baldino, Canty, Rosenberg, LaBedz, Schwingbeck, Tinaglia, Scaletta, Hayes
The Motion: Passed

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

XVII. ADJOURNMENT

Trustee Robin LaBedz moved to adjourn. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Canty, Hayes, LaBedz, Rosenberg, Scaletta, Schwingbeck, Tinaglia

Absent: Padovani

Village Board
9/21/2020

Item: Committee of the Whole 09/08/2020

Department: Village Clerk

ATTACHMENTS:

Description	Type
Committee of the Whole 09/08/2020	Minutes

MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS
Virtual Meeting
September 8, 2020 at 7:00 PM

President Hayes called the meeting to order at 7:00 PM.

BOARD MEMBERS PRESENT:	President Hayes; Trustees Baldino, Canty, LaBedz, Rosenberg, Schwingbeck and Tinaglia
BOARD MEMBERS ABSENT:	Trustees Padovani, Scaletta
STAFF MEMBERS PRESENT:	Village Manager Randy Recklaus
OTHERS PRESENT:	Lucy Neacy and Karen DeZellar

Mayor Hayes called the meeting to order and explained that due to COVID 19 restrictions and guidelines, the meeting is being held virtually.

A. **Interview of Lucy Neacy for Appointment to the Environmental Commission, youth member – term ending 4/30/21**

Mayor Hayes introduced Lucy Neacy and stated he was recommending Lucy Neacy for the Environmental Commission as the youth representative. The Mayor stated that he felt Lucy's passion for serving and interest in the environment would make her a good addition. The Mayor asked Lucy about her interest to serve on this committee. Lucy stated since middle school she has personally been interested in making changes for a more sustainable and green future, she would like to expand that to help her community to do that as well. As a youth member, Lucy stated she would like to incorporate a social media standpoint and the standpoint of a younger person for the commission. Trustee Canty asked Lucy about her Girl Scout Gold Star Project which will have an environmental aspect. The Trustees commented on Lucy's impressive and extensive resume and also thanked her for her willingness to serve. Trustee Tinaglia asked Lucy to think about a phrase that could be used to get across the idea of leaving a spot in a better condition than when you got there. Lucy stated she will keep that in mind.

Trustee Canty moved to concur in the Mayor's appointment of Lucy Neacy to the Environmental Commission, youth member – Term ending 4/30/2021. Trustee Baldino seconded the motion.

The following voice vote was recorded:

7 Ayes **0 Nays**

The motion passed.

B. **Interview of Karen DeZellar for Appointment to the Special Events Commission – term ending 4/30/2024.**

Mayor Hayes introduced Karen DeZellar for Appointment to the Special Events Commission. The Mayor stated that Karen grew up in Arlington Heights and raised her family here. She has been active as a volunteer coach and involved in fundraising and volunteering within her church and at St. Viator High School. Trustee Rosenberg thanked Karen for willingness to step forward and serve. Discussion ensued about the changes to Village events due to Covid this year. Trustee Tinaglia asked about what events Karen hopes to work on the following year. Karen mentioned the Mane Event and Tree Lighting as events that she would like to work on and she shared ideas if socially distancing is still needed.

Trustee La Bedz moved to concur in the Mayor's appointment of Karen DeZellar to the Special Events Commission – Term ending 4/30/2024. Trustee Schwingbeck seconded the motion.

The following voice vote was recorded:

7 Ayes **0 Nays**

The motion passed.

C. OTHER BUSINESS – There was no further business.

D. ADJOURNMENT – Trustee La Bedz moved, and Trustee Tinaglia seconded the motion to adjourn. The meeting adjourned at 7:22 p.m.

Village Board
9/21/2020

Item: Warrant Register 09/15/2020

Department: Village Clerk

ATTACHMENTS:

Description	Type
Warrant Register 09/15/2020	Minutes

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 9-15-2020

Fund	Fund Description	Total Transaction Amount
101	General Fund	$376,123.19
211	Motor Fuel Tax Fund	$188,263.42
227	Foreign Fire Ins Tax Fund	$2,005.78
231	Criminal Investigation Fd	$13.99
235	Municipal Parkg Opr Fund	$42,803.15
401	Capital Projects Fund	$410,379.85
426	Storm Water Control Fund	$36,525.00
431	Public Building Fund	$95,146.94
505	Water and Sewer Fund	$414,996.40
515	Arts,Entert & Events Fund	$7,582.99
605	Health Insurance Fund	$183.68
611	General Liability Ins Fnd	$7,718.47
615	Workers Compensation Ins	$267,222.87
621	Fleet Operations Fund	$403,298.25
625	Technology Fund	$32,630.02
715	Guaranty Deposits Fund	$1,700.00
TOTAL ALL FUNDS		$2,286,594.00

WARRANT REGISTER - GM0002

Department: 0

Division: 0

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225280	505-0000-120.80-00	HAGENBACK, KAREN J	WATER BILL REFUND	$10.48	$10.48
225283	101-0000-421.99-00	HANSEN'S LANDSCAPING SERVICES	OL REFUNDS	$65.00	$65.00
225295	101-0000-421.99-00	INTERNATIONAL PAVING INC	OL REFUNDS	$65.00	$65.00
225311	715-0000-220.93-00	MENINI, GREG 201065	BOND REFUND	$200.00	$200.00
225312	715-0000-220.93-00	MENINI, GREG 201065	BOND REFUND	$200.00	$200.00
225327	715-0000-220.93-00	PATEL, BIREN 182814	BOND REFUND	$900.00	$900.00
225364	715-0000-220.93-00	TONY PALESE	BOND REFUND	$200.00	$200.00
225370	715-0000-220.93-00	UNITED ASPHALT SERVICES	BOND REFUND	$200.00	$200.00
225373	505-0000-120.80-00	VASILOGAMBROS, DEAN	WATER BILL REFUND	$20.60	$20.60
225385	101-0000-422.05-00	VIVINT SOLAR INC	REFUND PERMIT FEES	$60.00	$60.00
	101-0000-422.10-00	VIVINT SOLAR INC	REFUND PERMIT FEES	$75.00	$75.00
	101-0000-432.08-00	VIVINT SOLAR INC	REFUND PERMIT FEES	$25.00	$25.00
225394	101-0000-402.25-00	RAUL ZAVALA	REFUND FOOD & BEVERAGE	$297.58	$297.58
901612	101-0000-210.92-00	EMPLOYEE BENEFITS CORP	FSA MEDICAL	$3,329.56	$3,329.56
	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE	$96.15	$96.15
901614	101-0000-210.92-00	EMPLOYEE BENEFITS CORP	FSA MEDICAL	$3,023.07	$3,023.07
	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE	$12.12	$12.12
				Division 0 Total	$8,779.56
				Department 0 Total	$8,779.56

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Department: 1 Board of Trustees

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225285	101-0101-501.30-05	HARRIS TRUST & SAVINGS BANK	GOES LITHOGRAPHING COM	$290.86	$290.86
				Division 1 Total	$290.86
				Department 1 Total	$290.86

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Department: 2 Integrated Services

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225285	101-0201-502.22-03	HARRIS TRUST & SAVINGS BANK	MARIANOS #501	$17.84	$17.84
	101-0201-502.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM MM8484HK1	$93.00	$93.00
225376	101-0201-502.21-65	VERIZON WIRELESS	ACCT 88534852600001	$121.54	$121.54
				Division 1 Total	$232.38
				Department 2 Total	$232.38

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Department: 3 Human Resources

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
2226	615-0301-552.20-70	IL WORKERS COMPENSATION COMMISSION	RATE ADJUSTMENT	$1,513.26	$1,513.26
225294	615-0301-552.42-81	INTERGOVERNMENTAL RISK MGMT AGENCY	WC AUGUST DEDUCTIBLE	$10,890.75	$265,643.49
			WC CLOSED 2019 CLAIMS	$151,279.80	
			WC CLOSED 2020 CLAIMS	$103,472.94	
225323	101-0301-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$11.69	$123.78
			OFFICE SUPPLIES, GENERAL	$97.10	
			OFFICE SUPPLIES, GENERAL	$14.99	
	605-0301-552.33-05	OFFICE DEPOT	BLACK TONER	$183.68	$183.68
	615-0301-552.33-05	OFFICE DEPOT	BLACK TONER	$66.12	$66.12
225374	101-0301-503.21-65	VERIZON WIRELESS	ACCT 28544404900001	($116.82)	$0.00
			ACCT 28544404900001	$116.82	
				Division 1 Total	$267,530.33
				Department 3 Total	$267,530.33

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Department: 4 Legal Department

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225250	101-0401-503.30-05	CANON SOLUTIONS AMERICA	TONER	$194.00	$194.00
225267	101-0401-503.20-15	ERNEST R BLOMQUIST PC	LEGAL SERVICES	$6,600.00	$6,600.00
225363	101-0401-503.30-05	THOMSON REUTERS-WEST	INFORMATION CHARGES	$325.30	$325.30
				Division 1 Total	$7,119.30
				Department 4 Total	$7,119.30

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Department: 5 Finance

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225232	101-0501-503.30-01	AM BEST COMPANY INC	RATING GUIDE	$202.75	$202.75
225261	101-0501-503.22-01	DAILY HERALD	ADVERTISING	$102.60	$102.60
225270	101-0501-503.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	$40.52	$40.52
225285	101-0501-503.30-01	HARRIS TRUST & SAVINGS BANK	CHICAGO TRIB SUBSCRIPTION	$442.00	$442.00
225294	611-0501-552.42-61	INTERGOVERNMENTAL RISK MGMT AGENCY	AUTO AUGUST DEDUCTIBLE	$2,126.00	$7,718.47
			AUTO CLOSED 2020 CLAIMS	$5,592.47	
225333	101-0501-503.30-05	QUADIENT INC	TONER	$558.92	$558.92
225345	505-0501-503.22-05	SEBIS DIRECT INC	SERVICE POSTAL	$2,568.81	$2,568.81
225375	101-0501-503.21-65	VERIZON WIRELESS	ACCT 38508581800001	($49.52)	$0.00
			ACCT 38508581800001	$49.52	
225392	101-0501-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$37.96	$63.96
			OFFICE MACHINES & ACCESS	$26.00	
				Division 1 Total	$11,698.03
				Department 5 Total	$11,698.03

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Department: 6 Information Technology

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225266	625-0601-553.33-05	ENVIRONMENTAL SYSTEMS RESEARCH	COMPUTERS,DP & WORD PROC.	$14,900.00	$14,900.00
225285	625-0601-553.22-03	HARRIS TRUST & SAVINGS BANK	ITPROTV	$1,335.00	$1,335.00
	625-0601-553.30-05	HARRIS TRUST & SAVINGS BANK	AMZ PRECISION ROLLER	$78.10	$78.10
	625-0601-572.50-10	HARRIS TRUST & SAVINGS BANK	AMAZON.COM MM5FK8480	$55.51	$364.53
			IDU INSIGHT PUBLIC SEC	$309.02	
225374	625-0601-553.21-65	VERIZON WIRELESS	ACCT 68500580500001	$1,371.39	$1,371.39
225375	625-0601-553.21-65	VERIZON WIRELESS	ACCT 98726153700001	$648.20	$648.20
901613	625-0601-553.20-05	MUNICIPAL GIS PARTNERS INC	GIS STAFFING SERVICES	$13,932.80	$13,932.80
				Division 1 Total	$32,630.02
				Department 6 Total	$32,630.02

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Department: 30 Police Department

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225225	101-3001-511.21-65	ACCURATE DOCUMENT DESTRUCTION	SERVICE MISCELLANEOUS	$263.49	$263.49
225227	101-3001-511.21-65	JEFFREY C AIELLO	REIMBURSEMENT	$70.00	$70.00
225246	101-3001-511.21-65	BRIGHTSIDE CLINIC	PROFESSIONAL SERVICE	$125.00	$125.00
225257	101-3001-511.21-65	COMPASSION FUNERAL SERVICES INC	SERVICE MISCELLANEOUS	$242.00	$242.00
225269	101-3001-511.21-65	EXPERIAN	SERVICE MISCELLANEOUS	$50.00	$50.00
225276	101-3001-511.22-03	TARYN GOMBAR	TUITION REIMBURSEMENT	$427.01	$427.01
225281	101-3001-511.30-35	DANIEL HALTER	CLOTHING REIMBURSEMENT	$29.99	$29.99
225285	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	IN IMPRIMUS FORENSIC	$297.00	$297.00
	101-3001-511.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US MM0OQ5YU2	$71.76	$155.61
			AMZN MKTP US MU4TL88Q1	$35.89	
			GOES LITHOGRAPHING.COM	$47.96	
	101-3001-511.33-05	HARRIS TRUST & SAVINGS BANK	ADOBE PRODUCTS	($11.24)	$1,185.76
			ABT.COM	$1,197.00	
	101-3001-511.33-25	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US MM9OF3KR2	$82.98	$320.97
			IN ARROWHEAD SCIENTIFIC	$237.99	
	401-3001-572.50-15	HARRIS TRUST & SAVINGS BANK	DMI DELL HLTHCR/PTR	$4,455.54	$4,455.54
225298	101-3001-511.30-35	JG UNIFORMS	CLOTHING AND APPAREL	$119.00	$1,916.81
			CLOTHING AND APPAREL	$185.00	
			CLOTHING AND APPAREL	$701.40	
			CLOTHING AND APPAREL	$255.71	
			CLOTHING AND APPAREL	$353.75	
			CLOTHING AND APPAREL	$49.95	
			CLOTHING AND APPAREL	$252.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225298	101-3001-511.33-25	JG UNIFORMS	CLOTHING AND APPAREL	$805.00	$3,220.00
			CLOTHING AND APPAREL	$805.00	
			CLOTHING AND APPAREL	$805.00	
			CLOTHING AND APPAREL	$805.00	
225301	101-3001-511.22-15	KONICA MINOLTA BUSINESS USA	OFFICE MACHINES & ACCESS	$151.68	$151.68
225320	101-3001-511.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$30,968.88	$30,968.88
225323	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$674.62	$2,424.78
			OFFICE SUPPLIES, GENERAL	$8.76	
			OFFICE SUPPLIES, GENERAL	$42.36	
			OFFICE SUPPLIES, GENERAL	$1,699.04	
225324	101-3001-511.33-25	ORION SAFETY PRODUCTS	FLARES	$3,394.36	$3,394.36
225329	101-3001-511.33-25	PENNCARE	SUPPLIES	$347.70	$347.70
225331	101-3001-511.22-03	PETTY CASH/POLICE	TRAINING	$20.00	$40.00
			TRAINING	$20.00	
	101-3001-511.33-25	PETTY CASH/POLICE	NEMRT CLASS SUPPLIES	$11.99	$49.55
			NEMRT CLASS SUPPLIES	$18.78	
			NEMRT CLASS SUPPLIES	$18.78	
225346	101-3001-511.30-35	CHRISTOPHER SEFTON	CLOTHING REIMBURSEMENT	$168.50	$168.50
225347	101-3001-511.33-25	SHERWIN ACE HARDWARE	POLICE EQUIPMENT & SUPPLY	$50.97	$50.97
225357	101-3001-511.22-10	SUMMIT PRINT SOLUTIONS	SERVICE PRINTING	$1,095.00	$1,095.00
225363	101-3001-511.21-65	THOMSON REUTERS-WEST	SERVICE PROFESSIONAL	$560.15	$560.15
225372	101-3001-511.22-05	UPS STORE #4073	SHIPPING CHARGE	$120.20	$120.20
225376	101-3001-511.21-65	VERIZON WIRELESS	ACCT 54209747800003	($35.01)	$0.00
			ACCT 54209747800003	$35.01	
225377	101-3001-511.21-65	VERIZON WIRELESS	ACCT 68682493000001	($2,230.76)	$0.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225377	101-3001-511.21-65	VERIZON WIRELESS	ACCT 68682493000001	$2,230.76	$0.00
	401-3001-572.50-15	VERIZON WIRELESS	ACCT 68682493000001	($2,759.96)	$0.00
			ACCT 68682493000001	$2,759.96	
				Division 1 Total	$52,130.95

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225285	231-3003-511.40-01	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US MU4BU2M11	$13.99	$13.99
				Division 3 Total	$13.99
				Department 30 Total	$52,144.94

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Department: 35 Fire

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225228	101-3501-512.22-02	AIR ONE EQUIPMENT	REPAIR SERVICE EQUIPMENT	$701.00	$701.00
225250	101-3501-512.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$26.80	$26.80
225263	101-3501-512.30-35	DJS SCUBA LOCKER INC	DIVE SUPPLIES	$140.00	$140.00
225264	101-3501-512.31-45	DURACLEAN	JANITORIAL SERVICE	$1,000.00	$1,200.00
			JANITORIAL SERVICE	$200.00	
225268	101-3501-512.21-65	ESO SOLUTIONS INC	SOFTWARE SUPPORT	$1,189.65	$1,189.65
225271	101-3501-512.21-02	FIRE CATT LLC	SERVICE EQUIPMENT	$6,545.50	$6,545.50
225273	101-3501-512.30-35	GALLS LLC	CLOTHING & APPAREL	$70.00	$499.00
			CLOTHING & APPAREL	$154.00	
			CLOTHING & APPAREL	$275.00	
225285	101-3501-512.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US MF4DF75J0	$29.99	$29.99
	101-3501-512.31-65	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US MM4UY3IS1	$114.90	$428.55
			EREPLACEMENTPARTS.COM	$313.65	
	101-3501-512.33-05	HARRIS TRUST & SAVINGS BANK	BAUDVILLE INC.	$110.00	$377.92
			WALMART.COM AX	$267.92	
225288	101-3501-512.33-50	HENRY SCHEIN MATRX MEDICAL	MEDICAL SUPPLIES	$188.08	$188.08
225290	101-3501-512.22-03	IMAGE TREND CONNECT	TRAINING	$1,050.00	$1,050.00
225303	101-3501-512.22-03	SCOTT LIMBERS	TUITION REIMBURSEMENT	$398.73	$398.73
225320	101-3501-512.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$10,322.98	$10,322.98
225323	101-3501-512.30-05	OFFICE DEPOT	OFFICE SUPPLIES, GENERAL	$152.11	$152.11
225334	101-3501-512.30-35	RED WING BUSINESS ADVANTAGE ACCT	SHOES AND BOOTS	$130.49	$130.49
225347	101-3501-512.31-45	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$42.34	$42.34
	101-3501-512.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$14.99	$14.99

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225347	101-3501-512.31-85	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$43.99	$43.99
225353	401-3501-572.50-15	STRYKER SALES CORP	SAFETY & FIRST AID EQUIP.	$51,676.68	$51,676.68
225354	101-3501-512.22-10	SUBURBAN ACCENTS INC	DECALS	$325.00	$325.00
225359	101-3501-512.33-50	TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	$612.50	$612.50
225368	101-3501-512.33-50	ULINE INC	HAND SANITIZER	$146.94	$146.94
225371	101-3501-512.22-05	UPS STORE #1051	SHIPPING/DELIVERY SERVICE	$11.32	$11.32
225381	101-3501-512.21-65	VERIZON WIRELESS	ACCT 44205897800001	$929.16	$929.16
225395	101-3501-512.31-45	ZEP MANUFACTURING CO	JANITORIAL SUPPLIES	$134.15	$205.29
			JANITORIAL SUPPLIES	$71.14	
				Division 1 Total	$77,389.01
				Department 35 Total	$77,389.01

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Department: 37 Foreign Fire Insurance

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225252	227-3701-512.22-03	REGINALD CASTILLO	TUITION REIMBURSEMENT	$286.17	$286.17
225282	227-3701-512.22-03	CURT HANSELMAN	TUITION REIMBURSEMENT	$1,500.00	$1,500.00
225302	227-3701-512.50-15	KUHN STUART J	SUPPLIES REIMBURSEMENT	$44.61	$44.61
225304	227-3701-512.22-03	BRADLEY LINDGREN	TRAINING REIMBURSEMENT	$50.00	$50.00
225330	227-3701-512.22-03	PETERSON, RAGNAR	TUITION REIMBURSEMENT	$125.00	$125.00
				Division 1 Total	$2,005.78
				Department 37 Total	$2,005.78

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Department: 40 Planning

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
2225	101-4001-521.40-41	FEDEX OFFICE	PRINTING SERVICE	$276.07	$791.77
			PRINTING SERVICE	$241.61	
			PRINTING SERVICE	$69.35	
			PRINTING SERVICE	$138.26	
			PRINTING SERVICE	$66.48	
225261	101-4001-521.22-01	DAILY HERALD	ADVERTISING	$105.30	$105.30
225285	101-4001-521.21-65	HARRIS TRUST & SAVINGS BANK	APPLE.COM/BILL	$2.99	$2.99
	101-4001-521.22-02	HARRIS TRUST & SAVINGS BANK	SMK SURVEYMONKEY.COM	$276.00	$276.00
225380	101-4001-521.21-65	VERIZON WIRELESS	ACCT 38042002700001	$265.04	$265.04
				Division 1 Total	$1,441.10
				Department 40 Total	$1,441.10

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Department: 45 Building

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225270	101-4501-523.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	$34.76	$34.76
225277	101-4501-523.20-05	GOVTEMPSUSA LLC	SERVICE PROFESSIONAL	$5,071.50	$10,878.00
			SERVICE PROFESSIONAL	$5,806.50	
225279	101-4501-523.20-35	GRIVAS KRAUSE ASSOCIATES LTD	ENGINEERING REVIEW	$375.00	$375.00
225285	101-4501-523.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US MM5012ZS2	$149.49	$149.49
225362	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	$38.00	$38.00
225365	101-4501-523.22-10	TOTAL PRINT SOLUTIONS	INSPECTION REPORTS ORDER	$1,287.00	$1,287.00
225366	101-4501-523.20-05	TPI	SERVICE PROFESSIONAL	$3,992.00	$3,992.00
225377	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800002	$144.04	$144.04
225378	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800001	$405.88	$405.88
				Division 1 Total	$17,304.17
				Department 45 Total	$17,304.17

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Department: 70 Health

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225245	101-7001-541.20-25	BRIGHTSIDE CLINIC	COUNSELING	$150.00	$150.00
225262	101-7001-541.30-01	DAILY HERALD	HHS SUBSCRIPTION RENEWAL	$449.80	$899.60
			HHS SUBSCRIPTION RENEWAL	$449.80	
225270	101-7001-541.22-05	FEDERAL EXPRESS	OFFICE MACHINES & ACCESS	$45.62	$45.62
225272	101-7001-541.21-10	FLECKS LANDSCAPING	PROPERTY MAINTENANCE	$105.00	$175.00
			PROPERTY MAINTENANCE	$70.00	
225285	101-7001-541.21-65	HARRIS TRUST & SAVINGS BANK	SFAX	$29.00	$29.00
	101-7001-541.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US MM9VM6KA0	$48.73	$48.73
	101-7001-541.33-10	HARRIS TRUST & SAVINGS BANK	AMAZON.COM MM2CQ35N0 A	$29.99	$90.97
			AMAZON.COM MM3RF9D62	$60.98	
	101-7001-541.40-53	HARRIS TRUST & SAVINGS BANK	GOLF ROSE BOARDING KENNEL	$369.15	$2,099.02
			MATTRESS FIRM 119018	$1,187.89	
			MOTEL 6 ARLINGTON HEIGHTS	$104.14	
			MOTEL 6 ARLINGTON HEIGHTS	$104.14	
			MOTEL 6 ARLINGTON HEIGHTS	$166.85	
			MOTEL 6 ARLINGTON HEIGHTS	$166.85	
225299	101-7001-541.20-25	KATOR LCSW, ANNE	COUNSELING	$150.00	$150.00
225352	101-7001-541.20-25	STEPHANIE GUREWITZ LCSW CYT	COUNSELING	$300.00	$1,050.00
			COUNSELING	$300.00	
			COUNSELING	$450.00	
225382	101-7001-541.21-65	VERIZON WIRELESS	ACCT 88556712200001	$278.59	$278.59
				Division 1 Total	$5,016.53

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Division: 7

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225284	101-7007-541.21-65	HARPER COLLEGE	PROGRAM INSTRUCTIONAL FEE	$400.00	$400.00
225285	101-7007-541.22-02	HARRIS TRUST & SAVINGS BANK	NATL COUNC NISC ACCRE	$500.00	$500.00
	101-7007-541.22-05	HARRIS TRUST & SAVINGS BANK	JEWEL OSCO 3491	$22.00	$22.00
	101-7007-541.31-65	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US MM1WJ29Q1	$114.45	$656.59
			VISTAPR VISTAPRINT.COM	($7.88)	
			VISTAPR VISTAPRINT.COM	($3.30)	
			VISTAPR VISTAPRINT.COM	$133.92	
			VISTAPR VISTAPRINT.COM	$419.40	
225306	101-7007-541.21-65	MARQUEE MOVIE PRESENTATIONS LLC	PROGRAM INSTRUCTIONAL FEE	$175.00	$175.00
				Division 7 Total	$1,753.59
				Department 70 Total	$6,770.12

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Department: 71 Public Works

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225224	401-7101-571.50-20	ABT ELECTRONICS	APPLIANCES	$820.93	$820.93
225226	101-7101-531.31-55	ADDISON BUILDING MATERIAL CO	SERVICE BLDG MAINT	$56.00	$56.00
225233	401-7101-571.50-20	AMERICAN DOOR & DOCK	SERVICE BLDG MAINT	$2,477.00	$5,353.00
			SERVICE BLDG MAINT	$2,876.00	
225235	101-7101-531.21-55	APEX LANDSCAPING INC	SERVICE TREES	$13,248.00	$18,579.78
			SERVICE TREES	$5,331.78	
225237	101-7101-531.31-90	ARROW ROAD CONSTRUCTION CO	STREET/SIDEWALK SUPPLIES	$8,357.44	$11,254.45
			STREET/SIDEWALK SUPPLIES	$2,328.70	
			STREET/SIDEWALK SUPPLIES	$568.31	
225238	101-7101-531.21-15	ASTI SAWING INC	SERVICE CONSTRUCTION	$19,000.00	$19,000.00
225239	101-7101-531.22-70	AT & T	ACCT 84725535058159	$5,097.16	$5,097.16
			ACCT 84759060006156	($1,006.62)	
			ACCT 84759060006156	$1,006.62	
225240	101-7101-531.22-70	AT & T	ACCT 217S667106106	$566.42	$566.42
225241	101-7101-531.22-70	AT & T	ACCT 84725331203952	($12,931.15)	$987.21
			ACCT 84725331203952	$12,931.15	
			ACCT 84759060006156	$987.21	
225247	211-7101-571.50-40	BUILDERS PAVING LLC	SERVICE CONSTRUCTION	$188,263.42	$188,263.42
	401-7101-571.50-30	BUILDERS PAVING LLC	SERVICE CONSTRUCTION	$266,133.90	$316,148.45
			SERVICE CONSTRUCTION	$50,014.55	
225249	101-7101-531.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$1,052.64	$30,273.48
			RENTAL/LEASE EQUIPMENT	$29,220.84	
225250	101-7101-531.21-02	CANON SOLUTIONS AMERICA	COPIER MAINT	$22.54	$22.54

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225258	401-7101-571.50-30	CONSTRUCTION & GEOTECHNICAL	SERVICE CONSULTING	$17,630.00	$27,884.00
			SERVICE CONSULTING	$10,254.00	
225259	426-7101-571.50-25	CRAWFORD MURPHY AND TILLY	SERVICE CONSULTING	$32,915.00	$36,525.00
			SERVICE CONSULTING	$3,610.00	
225274	101-7101-531.30-39	GAS DEPOT INC	FUEL,OIL,GREASE & LUBES	$896.63	$896.63
225278	101-7101-531.31-85	GRAINGER W W INC	HARDWARE SUPPLIES	$156.23	$156.23
225285	101-7101-531.21-65	HARRIS TRUST & SAVINGS BANK	ADOBE CREATIVE CLOUD	$637.37	$637.37
	101-7101-531.31-45	HARRIS TRUST & SAVINGS BANK	ZOGICS.COM	$49.51	$49.51
	101-7101-531.31-65	HARRIS TRUST & SAVINGS BANK	APPLE.COM/BILL	$0.99	$209.22
			SAFERITE SOLUTIONS INC	$208.23	
225286	101-7101-531.21-02	HAYES MECHANICAL	HVAC MAINT	$4,394.81	$27,338.83
			HVAC MAINT	$2,483.36	
			HVAC MAINT	$471.12	
			HVAC MAINT	$3,924.41	
			HVAC MAINT	$796.52	
			HVAC MAINT	$2,018.29	
			HVAC MAINT	$1,855.86	
			HVAC MAINT	$611.14	
			HVAC MAINT	$292.78	
			HVAC MAINT	$2,205.27	
			HVAC MAINT	$466.67	
			HVAC MAINT	$1,006.12	
			HVAC MAINT	$3,769.82	
			HVAC MAINT	$900.71	
			HVAC MAINT	$847.31	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225286	101-7101-531.21-02	HAYES MECHANICAL	HVAC MAINT	$539.01	$27,338.83
			HVAC MAINT	$291.17	
			HVAC MAINT	$464.46	
225292	101-7101-531.22-15	IMPACT NETWORKING LLC	COPIER CONTRACT	$874.00	$874.00
225293	101-7101-531.20-05	INFRASTRUCTURE MGMT SERVICES	SERVICE CONSULTING	$28,191.75	$28,191.75
	401-7101-571.50-30	INFRASTRUCTURE MGMT SERVICES	SERVICE CONSULTING	$2,566.25	$2,566.25
225296	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	$145.00	$594.00
			PEST CONTROL	$294.00	
			PEST CONTROL	$155.00	
225305	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$79.68	$79.68
	101-7101-531.31-65	LOWES COMMERCIAL SERVICES	STREET/SIDEWALK SUPPLIES	$28.49	$286.21
			STREET/SIDEWALK SUPPLIES	$53.21	
			STREET/SIDEWALK SUPPLIES	$44.10	
			STREET/SIDEWALK SUPPLIES	$32.21	
			STREET/SIDEWALK SUPPLIES	$20.20	
			STREET/SIDEWALK SUPPLIES	$77.61	
			STREET/SIDEWALK SUPPLIES	$30.39	
	101-7101-531.31-85	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$196.27	$196.27
225309	101-7101-531.20-05	MECO CONSULTING	SERVICE CONSULTING	$1,045.97	$1,045.97
225310	101-7101-531.31-55	MECOR INC	HARDWARE SUPPLIES	$775.00	$775.00
225318	101-7101-531.20-05	MIOVISION TECHNOLOGIES	CROSSWALK DATA	$4,100.00	$4,100.00
225321	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP&SUPPLY	$140.75	$140.75
225326	101-7101-531.22-70	PACIFIC TELEMANAGEMENT SERVICES	PAY PHONE SERVICE	$153.00	$153.00
225332	101-7101-531.31-65	PRO SAFETY INC	HARDWARE SUPPLIES	$205.20	$205.20
225336	101-7101-531.20-05	RITTER GIS	CITYWORKS SUPPORT	$1,520.00	$1,520.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225338	101-7101-531.21-36	ROUTE 12 RENTAL CO INC	PROPANE REFILL	$91.55	$91.55
225341	101-7101-531.30-39	RAYMOND SALISBURY	REIMBURSEMENT	$92.46	$92.46
225342	101-7101-531.21-55	SANDY'S LAWN AND TREE CARE	LANDSCAPING	$1,200.00	$2,968.00
			LANDSCAPING	$1,768.00	
225344	101-7101-531.21-15	SCHROEDER ASPHALT	SERVICE CONSTRUCTION	$65,021.31	$65,021.31
225347	101-7101-531.31-55	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$46.98	$46.98
	101-7101-531.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$77.53	$77.53
	101-7101-531.31-75	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$21.04	$68.56
			HARDWARE SUPPLIES	$47.52	
225358	401-7101-571.50-30	TALLGRASS RESTORATION LLC	SERVICE MISCELLANEOUS	$1,475.00	$1,475.00
225361	101-7101-531.21-02	TGF ENTERPRISES INC	IRRIGATION MAINT	$2,494.53	$2,494.53
225367	101-7101-531.21-02	TRAFFIC CONTROL CORP	VH WEATHER STATION	$300.00	$300.00
225383	101-7101-531.22-70	VERIZON WIRELESS	ACCT 64202486400001	$126.48	$126.48
225384	101-7101-531.22-70	VERIZON WIRELESS	ACCT 58675303500001	$2,385.38	$2,385.38
225386	235-7101-571.50-25	WALKER PARKING CONSULTANTS	SERVICE CONSULTING	$1,020.00	$1,020.00
225389	101-7101-531.22-02	WEST CENTRAL MUNICIPAL CONF	MEMBER DUES 2020-21	$575.00	$575.00
225390	101-7101-531.21-36	WEST SIDE TRACTOR SALES CO	RENTAL/LEASE EQUIPMENT	$8,000.00	$8,000.00
225391	101-7101-531.30-39	WEX BANK	FUEL,OIL,GREASE & LUBES	$44.14	$44.14
225397	101-7101-531.31-40	ZORO TOOLS INC	JANITORIAL SUPPLIES	$494.25	$1,194.20
			JANITORIAL SUPPLIES	$699.95	
	101-7101-531.31-55	ZORO TOOLS INC	JANITORIAL SUPPLIES	$111.08	$218.08
			JANITORIAL SUPPLIES	$107.00	
801989	101-7101-531.22-70	AT & T	ACCT 84725301748135	$49.36	$5,088.98
			ACCT 84725334382001	$98.72	
			ACCT 84739420624707	$47.86	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
801989	101-7101-531.22-70	AT & T	ACCT 84739443682112	$47.86	$5,088.98
			ACCT 84739893361501	$49.63	
			ACCT 84739893901330	$54.38	
			ACCT 84743978686650	$95.73	
			ACCT 84759391411742	$57.48	
			ACCT 847R1605198974	$3,223.78	
			ACCT 847R1902892011	$708.36	
			ACCT 847Z9727849771	$655.82	
801990	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 2985063029	$79.65	$1,364.38
			ACCT 3183115007	$2.43	
			ACCT 4103039009	$242.93	
			ACCT 4321662000	$498.54	
			ACCT 4643388009	$283.78	
			ACCT 5492508009	$93.24	
			ACCT 8572043011	$163.81	
801991	101-7101-531.21-50	NICOR	ACCT 06802945268	$38.82	$7,135.58
			ACCT 15839647334	$38.83	
			ACCT 19426400008	$127.67	
			ACCT 25422686599	$1,549.38	
			ACCT 28178600004	$121.81	
			ACCT 38096400007	$123.47	
			ACCT 38178600003	$41.09	
			ACCT 40178600009	$40.62	
			ACCT 43278600002	$134.89	
			ACCT 53278600001	$1,607.62	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
801991	101-7101-531.21-50	NICOR	ACCT 55616726109	$1,039.80	$7,135.58
			ACCT 58401600000	$151.43	
			ACCT 72489260108	$230.90	
			ACCT 95407400001	$509.66	
			ACCT 96945600003	$1,114.66	
			ACCT 97034457784	$264.93	
801992	101-7101-531.21-50	CONSTELLATION NEW ENERGY INC	ACCT 920545-13	$1,044.93	$10,414.71
			ACCT 920545-12	$9,369.78	
				Division 1 Total	$841,050.56
				Department 71 Total	$841,050.56

WARRANT REGISTER - GM0002

Department: 72 Water and Sewer

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225229	505-7201-561.31-60	ALEXANDER CHEMICAL CORP	CHLORINE	$1,463.00	$1,463.00
225234	505-7201-561.30-01	AMERICAN WATER WORKS ASSN	WATER OPERATOR BOOK	$102.00	$102.00
225244	505-7201-561.33-05	BATTERIES PLUS BULBS #842	BATTERIES	$81.36	$380.02
			BATTERIES	$298.66	
225249	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$12,028.24	$12,028.24
	505-7201-561.21-62	C C CARTAGE INC	SERVICE DISPOSAL	$3,107.17	$3,107.17
	505-7201-561.31-90	C C CARTAGE INC	STREET/SIDEWALK SUPPLIES	$6,099.36	$6,099.36
225255	505-7201-561.21-62	CLEAN HARBORS ENVIRONMENTAL SRVS	BIOHAZARD DISPOSAL	$1,812.81	$1,812.81
225256	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	$48.75	$48.75
225275	505-7201-561.50-20	GLOBAL EQUIPMENT COMPANY	HARDWARE SUPPLIES	$1,433.72	$1,433.72
225285	505-7201-561.22-03	HARRIS TRUST & SAVINGS BANK	ILLINOIS AWWA	($47.00)	($47.00)
	505-7201-561.31-65	HARRIS TRUST & SAVINGS BANK	JIMMY JOHNS - 748 - EC	$134.75	$134.75
225287	505-7201-561.21-35	HBK WATER METER SERVICE INC	SERVICE METER	$5,746.16	$17,879.42
			SERVICE METER	$5,835.74	
			SERVICE METER	$1,402.50	
			SERVICE METER	$3,461.72	
			SERVICE METER	$1,433.30	
	505-7201-561.31-02	HBK WATER METER SERVICE INC	SERVICE METER	$3,312.00	$3,312.00
225289	505-7201-561.31-65	IDEXX DISTRIBUTION INC	LAB SUPPLIES	$819.94	$819.94
225300	505-7201-561.50-15	KENO & SONS CONSTRUCTION CO	SERVICE CONSTRUCTION	$32,345.00	$32,345.00
225305	505-7201-561.31-85	LOWES COMMERCIAL SERVICES	HAND TOOLS-POWER/NON POW	$170.96	$284.89
			HARDWARE SUPPLIES	$113.93	
225308	505-7201-561.50-20	MC MASTER CARR SUPPLY CO	HARDWARE SUPPLIES	$773.71	$773.71

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225309	505-7201-561.20-05	MECO CONSULTING	SERVICE CONSULTING	$1,045.98	$1,045.98
225314	505-7201-561.31-05	METROPOLITAN INDUSTRIES	SERVICE BLDG MAINT	$108.00	$508.07
			SERVICE BLDG MAINT	$400.07	
225315	505-7201-561.31-65	MICROBIOLOGICS	LAB SUPPLIES	$253.12	$253.12
225317	505-7201-561.31-02	MIDWEST METER INC	REGISTERS	$864.89	$864.89
225321	505-7201-561.31-65	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP& SUPPLY	$58.76	$58.76
225325	505-7201-561.31-90	OZINGA READY MIX CONCRETE INC	ASPHALT	$703.80	$703.80
225332	505-7201-561.31-65	PRO SAFETY INC	HARDWARE SUPPLIES	$205.20	$205.20
225344	505-7201-561.21-30	SCHROEDER ASPHALT	SERVICE CONSTRUCTION	$61,331.80	$61,331.80
225347	505-7201-561.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$7.16	$7.16
	505-7201-561.31-85	SHERWIN ACE HARDWARE	WATER SEWER SYSTEM SUPPLY	$36.12	$36.12
	505-7201-561.33-05	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$20.97	$20.97
225348	505-7201-561.22-70	SOUND INCORPORATED	SERVICE PROFESSIONAL	$261.00	$261.00
225350	505-7201-561.31-02	STANDARD PIPE & SUPPLY INC	HARDWARE SUPPLIES	$6.64	$6.64
225351	505-7201-561.31-65	STEINER ELECTRIC	VFD INSTALL	$481.03	$527.15
			VFD INSTALL	$46.12	
	505-7201-561.31-85	STEINER ELECTRIC	HARDWARE SUPPLIES	$54.79	$54.79
225355	505-7201-561.20-05	SUBURBAN LABORATORIES INC	LAB SUPPLIES	$190.00	$190.00
225360	505-7201-561.31-02	TEST GAUGE INC	METERS SUPPLY	$2,728.12	$2,728.12
225368	505-7201-561.50-10	ULINE INC	HARDWARE SUPPLIES	$411.56	$411.56
225379	505-7201-561.22-70	VERIZON WIRELESS	ACCT 78635116200001	$1,495.35	$1,495.35
225384	505-7201-561.22-70	VERIZON WIRELESS	ACCT 58675303500001	$1,590.25	$1,590.25
225387	505-7201-561.31-01	WATER PRODUCTS CO	WATER DIST TRIAL PRODS	$302.00	$398.00
			WATER DIST TRIAL PRODS	$96.00	
	505-7201-561.31-07	WATER PRODUCTS CO	WATER SEWER SYSTEM SUPPLY	$1,596.00	$1,596.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225387	505-7201-561.31-65	WATER PRODUCTS CO	WATER SEWER SYSTEM SUPPLY	$71.60	$71.60
225396	505-7201-561.31-01	ZIEBELL WATER SERVICE PRODUCTS	WATER SEWER SYSTEM SUPPLY	$243.00	$243.00
225397	505-7201-561.30-35	ZORO TOOLS INC	CLOTHING & APPAREL	$173.97	$173.97
	505-7201-561.31-65	ZORO TOOLS INC	CLOTHING & APPAREL	$61.88	$61.88
801990	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0087155164	$67.38	$1,937.14
			ACCT 0111076085	$262.58	
			ACCT 0117046072	$55.00	
			ACCT 0368380009	$30.43	
			ACCT 0645171017	$64.66	
			ACCT 0684023014	$160.82	
			ACCT 0831076049	$156.73	
			ACCT 1104021044	$136.00	
			ACCT 1257044037	$829.12	
			ACCT 1284169036	$121.42	
			ACCT 3973144001	$53.00	
801991	505-7201-561.21-50	NICOR	ACCT 04055600003	$134.87	$549.77
			ACCT 19278600002	$212.38	
			ACCT 42567835683	$40.33	
			ACCT 58544400003	$40.32	
			ACCT 90920700003	$121.87	
801992	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	ACCT 920545-11	$151.83	$10,060.70
			ACCT 920545-3	$2,405.20	
			ACCT 920545-4	$2,216.59	
			ACCT 920545-6	$5,287.08	
801993	505-7201-561.22-70	AMERICAN MESSAGING	ACCT U1-109311	$139.57	$139.57

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
				Division 1 Total	**$169,510.14**
				Department 72 Total	**$169,510.14**

WARRANT REGISTER - GM0002

Department: 73 Parking

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225265	235-7301-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$429.84	$429.84
801989	235-7301-532.21-50	AT & T	ACCT 847R0608437214	$406.98	$406.98
				Division 1 Total	$836.82

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225265	235-7302-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$1,361.16	$1,361.16
225305	235-7302-532.21-11	LOWES COMMERCIAL SERVICES	ELECTRICAL EQUIP& SUPPLY	$42.69	$97.69
			ELECTRICAL EQUIP& SUPPLY	$55.00	
225343	235-7302-532.31-90	SCHOENBERG SALT INC	STREET/SIDEWALK SUPPLIES	$17,303.54	$17,303.54
801989	235-7302-532.21-50	AT & T	ACCT 84725309782425	$164.35	$164.35
				Division 2 Total	$18,926.74

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225265	235-7303-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$1,361.16	$1,361.16
225343	235-7303-532.31-90	SCHOENBERG SALT INC	STREET/SIDEWALK SUPPLIES	$17,526.46	$17,526.46
801989	235-7303-532.21-50	AT & T	ACCT 84763200281737	$196.27	$196.27
801991	235-7303-532.21-50	NICOR	ACCT 12690400002	$40.19	$40.19
801992	235-7303-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 920545-10	$2,331.10	$2,331.10
				Division 3 Total	$21,455.18

Division: 4

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225265	235-7304-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$429.84	$429.84
801991	235-7304-532.21-50	NICOR	ACCT 92296400002	$134.57	$134.57
				Division 4 Total	$564.41
				Department 73 Total	$41,783.15

WARRANT REGISTER - GM0002

Department: 75 Municipal Fleet Services

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225230	621-7501-551.31-51	ALEXANDER EQUIPMENT CO INC	VEH MAINTENANCE SUPPLY	$2,549.95	$2,549.95
225231	621-7501-551.21-07	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	$641.68	$641.68
	621-7501-551.31-51	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	$25.96	$25.96
225236	621-7501-551.31-51	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	$8.08	$231.64
			VEH MAINTENANCE SUPPLY	$221.80	
			VEH MAINTENANCE SUPPLY	$1.76	
225242	621-7501-551.31-51	ATLAS COMPANIES	VEH MAINTENANCE SUPPLY	$678.55	$678.55
225243	621-7501-551.21-02	B & K EQUIPMENT	FUEL ISLAND REPAIRS	$338.54	$338.54
225248	621-7501-551.31-51	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$25.60	$123.71
			VEH MAINTENANCE SUPPLY	$5.66	
			VEH MAINTENANCE SUPPLY	$26.09	
			VEH MAINTENANCE SUPPLY	$15.52	
			VEH MAINTENANCE SUPPLY	$14.23	
			VEH MAINTENANCE SUPPLY	$14.99	
			VEH MAINTENANCE SUPPLY	$21.62	
225251	621-7501-551.31-51	CASSIDY TIRE & SERVICE	TIRES	$335.96	$335.96
225253	621-7501-551.22-03	CHABOWSKI, KARL	TRAINING REIMBURSEMENT	$168.98	$168.98
225254	621-7501-551.21-36	CITY WELDING SALES & SERVICE	CYLINDER RENTAL	$126.99	$126.99
225260	621-7501-551.21-07	CUMBERLAND SERVICENTER INC	SAFETY LANE COUPONS	$680.00	$680.00
225285	621-7501-551.22-03	HARRIS TRUST & SAVINGS BANK	PASS TRAINING	$150.00	$150.00
225307	621-7501-551.31-51	MASTER HITCH INC	VEH MAINTENANCE SUPPLY	$45.53	$45.53
225308	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$20.45	$453.14
			VEH MAINTENANCE SUPPLY	$16.95	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225308	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$219.43	$453.14
			VEH MAINTENANCE SUPPLY	$136.66	
			VEH MAINTENANCE SUPPLY	$59.65	
225319	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	$16.90	$379.61
			VEH MAINTENANCE SUPPLY	$340.90	
			VEH MAINTENANCE SUPPLY	$10.29	
			VEH MAINTENANCE SUPPLY	$11.52	
225322	621-7501-551.31-51	NORTHWEST FREIGHTLINER	VEH MAINTENANCE SUPPLY	$47.67	$47.67
225328	621-7501-551.31-51	PATLIN INC	VEH MAINTENANCE SUPPLY	$192.42	$192.42
225337	621-7501-551.31-51	ROLAND MACHINERY CO	VEH MAINTENANCE SUPPLY	$1,568.55	$1,568.55
225340	621-7501-551.31-51	INTERSTATE BILLING SERVICE INC	VEH MAINTENANCE SUPPLY	$500.08	$646.30
			VEH MAINTENANCE SUPPLY	$114.94	
			VEH MAINTENANCE SUPPLY	$31.28	
225347	621-7501-551.31-51	SHERWIN ACE HARDWARE	VEH MAINTENANCE SUPPLY	$7.14	$28.04
			VEH MAINTENANCE SUPPLY	$20.90	
225349	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$138.93	$138.93
225369	621-7501-551.30-35	UNIFIRST CORPORATION	CLOTHING & APPAREL	$61.84	$124.61
			CLOTHING & APPAREL	$62.77	
225371	621-7501-551.22-05	UPS STORE #1051	SHIPPING/DELIVERY SERVICE	$13.67	$13.67
225388	621-7501-551.31-51	WENTWORTH TIRE SERVICE	TIRES	$1,464.57	$1,464.57
225390	621-7501-551.31-51	WEST SIDE TRACTOR SALES CO	FLEET PARTS	$320.13	$320.13
225393	621-7501-551.31-51	ZARNOTH BRUSH WORKS INC	FLEET PARTS	$694.00	$694.00
225397	621-7501-551.31-51	ZORO TOOLS INC	HARDWARE SUPPLIES	$62.38	$689.12
			HARDWARE SUPPLIES	$163.92	
			HARDWARE SUPPLIES	$366.39	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225397	621-7501-551.31-51	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$61.80	$689.12
			VEH MAINTENANCE SUPPLY	$34.63	
				Division 1 Total	$12,858.25
				Department 75 Total	$12,858.25

WARRANT REGISTER - GM0002

Department: 90 Capital

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225291	505-9001-571.50-25	IMEG CORP	SERVICE CONSULTING	$39,435.72	$39,435.72
225297	505-9001-571.50-25	JETCO LTD	SERVICE CONSTRUCTION	$197,910.50	$197,910.50
225316	505-9001-571.50-25	MID AMERICAN WATER	WATER SEWER SYSTEM SUPPLY	$3,758.00	$3,758.00
225317	505-9001-571.50-25	MIDWEST METER INC	WATER SEWER SYSTEM SUPPLY	$39.25	$1,782.15
			WATER SEWER SYSTEM SUPPLY	$1,742.90	
				Division 1 Total	$242,886.37

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225339	621-9003-572.50-05	RUSH TRUCK CENTERS OF ILLINOIS INC	VEHICLE MAJOR TRANSPORT	$195,220.00	$390,440.00
			VEHICLE MAJOR TRANSPORT	$195,220.00	
				Division 3 Total	$390,440.00

Division: 13

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225335	431-9013-571.50-25	RILEY CONSTRUCTION	SERVICE CONSTRUCTION	$93,756.94	$93,756.94
225356	431-9013-571.50-25	SUBURBAN TRIM & GLASS	POLICE WINDOW TINTING	$1,390.00	$1,390.00
				Division 13 Total	$95,146.94
				Department 90 Total	$728,473.31

WARRANT REGISTER - GM0002

Department: 99 Non Operating

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
225313	515-9901-525.40-83	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	$6,752.29	$6,752.29
	515-9901-525.40-92	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE CHARGE	$830.70	$830.70
				Division 1 Total	$7,582.99
				Department 99 Total	$7,582.99
TOTAL ALL FUNDS:					$2,286,594.00

Village Board
9/21/2020

Item: Ordinance - Adoption of the Board of Fire and Police Commissioners Rules

Department: Human Resources/Legal

The rules of the Board of Fire and Police Commissioners are reviewed periodically to ensure continued compliance with applicable laws and any needed updates to any practices and processes. The Rules were last reviewed in 2012. There are few substantive changes to the Rules as a result of this review. One of the changes involves qualifications for entry-level police officer. The Rules now adopt the State's guidelines for qualifications for applicants who do not have an Associate's Degree. There have been clarifications as to the awarding of preference points for both police officer and firefighter candidates. Additionally, for police promotional exams, eligible applicants who achieve at least 70% of the overall point total for the entire promotional examination process will be included on an Eligibility List.

The Board of Fire and Police Commissioners reviewed these revised Rules at their September 15 meeting and recommend their approval

Recommendation

It is recommended that the Village Board adopt the attached Ordinance adopting Rules for the Board of Fire and Police Commissioners.

ATTACHMENTS:

Description	Type
Fire and Police Commissioners Rules	Ordinance

AN ORDINANCE ADOPTING RULES FOR THE BOARD OF FIRE AND POLICE COMMISSIONERS

WHEREAS, the Village of Arlington Heights is a home rule unit of local government, pursuant to Article 7, Section 6 of the 1970 Constitution of the State of Illinois; and

WHEREAS, as a home rule unit, the Village may exercise any power and perform any functions pertaining to its government and affairs, including but not limited to providing for the method of selection, promotion and discipline of members of the Police and Fire Departments; and

WHEREAS, the Village may by ordinance provide for rules for the Board of Fire and Police Commissioners; and

WHEREAS, the Village Board adopted Rules of the Board of the Fire and Police Commissioners by Ordinance No. 12-028, on May 7, 2012; and

WHEREAS, it has been determined that the Rules heretofore governing the operation of the Board of Fire and Police Commissioners need to be updated and revised; and

WHEREAS, the President and Board of Trustees have determined that the adoption of the Rules appended to and made part of this Ordinance as Exhibit A is in the best interests of the Village; and

WHEREAS, by the adoption of these Rules by ordinance, the Village has exercised its home rule authority and these Rules are effective and controlling, notwithstanding any inconsistency with State statute,

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

SECTION ONE: That the Rules of the Village of Arlington Heights Board of Fire and Police Commissioners, initially effective September 19, 1964 and as subsequently amended from time to time, are hereby repealed and the revised Rules, a copy of which is attached hereto and made part of this Ordinance as Exhibit A, are hereby established and shall govern the procedures and operations of the Board of Fire and Police Commissioners. As an exercise of home rule authority, these Rules shall prevail over any inconsistency with State statute, but are subject to collective bargaining agreements between the Village and employees' unions as in force from time to time.

SECTION TWO: This Ordinance repeals all ordinances or parts of ordinances in conflict with the provisions hereof and shall be in full force and effect from and after its passage, approval and publication in pamphlet form, in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of September, 2020.

____
Village President

ATTEST:

____
Village Clerk

RULES OF THE ARLINGTON HEIGHTS BOARD OF FIRE AND POLICE COMMISSIONERS

Adopted: ________________

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CHAPTER 5	PROMOTIONS
CHAPTER 6	MISCELLANEOUS
CHAPTER 7	SUSPENSIONS AND DISCHARGES

CHAPTER 1 ADMINISTRATION

SECTION 1.1: GENERAL PROVISIONS

A. General Authority. The Board of Fire and Police Commissioners of the Village of Arlington Heights derives its powers and authority from Division 2.1 of the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 *et seq*., and Section 6-205 of the Arlington Heights Village Code. These Rules and Regulations shall apply to the government, control, and administration of the Commission and to the conduct of examinations for original appointments to, of examinations for promotions within, and of hearings on charges brought against members of the Village's Fire and Police Departments.

B. Savings Provision. If any court of competent jurisdiction determines that any provision of these Rules and Regulations is invalid, then that judgment shall not affect any other provision of these Rules and Regulations.

C. Collective Bargaining Agreements. In the event of a conflict between these Rules and Regulations and any collective bargaining agreement that applies to the Village's sworn police and fire personnel, the terms of the collective bargaining agreement will control.

D. Exempt Positions/Ranks. These Rules and Regulations shall not apply to any appointed ranks within the Police and Fire Departments that the Village Board of Trustees has exempted from the Commission's jurisdiction and authority.

SECTION 1.2: DEFINITIONS

The word *Commission* and/or *Board* wherever used shall mean the Board of Fire and Police Commissioners of the Village of Arlington Heights, Illinois. Use of the masculine gender herein includes, where applicable, the female gender.

SECTION 1.3: MEMBERSHIP

The Board shall consist of three members appointed by the Village President, by and with the advice and consent of the Village Board of Trustees. The terms and qualifications of the Commission members will be in accordance with Section 6-205 of the Arlington Heights Municipal Code.

SECTION 1.4: BOARD OFFICERS

The Board shall elect one of its members as a Chairperson in May of each calendar year, who shall serve in that capacity for one year. Pursuant to Section 6-205 of the Arlington Heights Municipal Code, no Board member shall serve as Commission Chairperson for more than three consecutive years, unless the Village President determines that such continued service is in the best interests of the Village.

The Village's Human Resources Director (or any other Village official designated by the Village Manager) shall serve as the Board's Secretary for purposes of preparing the minutes of Commission meetings; maintaining all papers pertaining to Commission business; preparing and maintaining examinations materials; and performing other duties that the Commission may assign. The Board Secretary is not a member of the Board, and has no voting rights regarding Commission business.

SECTION **1.5: MEETINGS**

Commission meetings shall be held at the call of the Chairperson. Special Commission meetings may be called by the Village President, the Village Board of Trustees, the Chairperson, or a Commission quorum.

All regularly scheduled and special meetings of the Commission shall be conducted in accordance with the Illinois Open Meetings Act. The order of business at any Board meeting shall follow the posted meeting agenda, which may be modified in the Chairperson's discretion. Absent extenuating circumstances, Board meetings will be held in suitable meeting space on Village property.

A member may attend a meeting by video or audio conference only in accordance with the following:

- A quorum of the members of the Commission is physically present at the location of the meeting; and
- The member is prevented from physically attending the meeting because of one of the following reasons:
  - (a) personal illness or disability;
  - (b) employment purposes or the business of the public body; or
  - (c) a family or other emergency.

If a member wishes to attend a meeting under the rules set forth above, the member must notify the Liaison before the meeting, unless advance notice is impractical.

SECTION 1.6: QUORUM

Two Commission members shall constitute a quorum for the conduct of all Commission business.

SECTION 1.7: AMENDMENT TO RULES

The Commission may recommend changes to these Rules by a majority vote. Proposed amendments will be submitted to the Village Board for consideration. Upon approval by the Village Board, the Commission shall publish a notice and copy of the amended rules on the Village's website. The amended rules will take effect no sooner than ten calendar days after their publication on the Village's website.

SECTION 1.8: REPORTS

When requested by the Village President, the Board will submit a report of its activities and operations to the President and Village Board of Trustees.

CHAPTER 2 ENTRY LEVEL APPLICATION AND QUALIFICATIONS

SECTION 2.1: NOTICE OF ENTRY LEVEL EXAMS

When the Board deems it appropriate to conduct an examination for the entry level rank of police officer or firefighter, the Board shall publish a notice of that examination on the

Village's Internet website and via other sources as the Board deems appropriate. Such notice must be provided at least two weeks prior to the date of the entry level examination. The Notice will include instructions regarding how to submit an application for employment as an entry-level police officer or firefighter.

SECTION 2.2: APPLICATION FORMS AND FEES

Applications for entry-level positions shall be filed on forms furnished by the Board or its testing agent, and applicants must comply with the requirements of that form in every respect, including the submission of any requested documents that establish qualifications for employment. Any failure to comply with the application instructions, or any inaccurate answer/information on an application form may disqualify the applicant from continuing with the examination process and/or serve as a basis for terminating the applicant once hired.

Each applicant must pay an application fee in the amount set by the Board. The Board may adjust the application fee at any time or decide to waive the fee altogether.

All documents submitted to the Board by any applicant become the property of the Village.

SECTION 2.3: MINIMUM QUALIFICATIONS

Applicants for entry-level police officer and firefighter positions must meet the following minimum qualifications at the time they submit their applications for employment:

A. Applicants must be U.S. citizens at the time of application.

B. Applicants for entry-level police officer and firefighter positions must be at least 21 years of age and have not reached their 35th birthday. Applicants will be exempt from the age-35 hiring requirement as permitted by 65 ILCS 5/10-2.1-6(d), 65 ILCS 5/10-2.1-6.3(c) and 65 ILCS 5/10-2.1-14, as those Sections may be amended from time to time.

C. Applicants for an entry-level firefighter position must possess a high school diploma or its equivalent.

   Applicants for an entry-level police officer position must possess a high school diploma or its equivalent and an Associate's Degree. In lieu of an Associate's Degree, an applicant may:

   (a) possess credit for at least 60 hours toward a bachelor's degree from an institution of higher learning accredited by the U.S. Department of Education; or
   (b) have served for 24 months of honorable active duty in the United States Armed Forces and not have been discharged dishonorably or under circumstances other than honorable; or
   (c) served for 180 days of active duty in the United States Armed Forces in combat duty recognized by the Department of Defense and has not been discharged dishonorably or under circumstances other than honorable.

D. Every applicant must be of good moral character, and physically and psychologically able to perform the essential job functions of the applied-for position, with or without a reasonable accommodation.

E. Applicants must possess a valid driver's license.

SECTION 2.4: DISQUALIFICATIONS
The Board may disqualify an applicant at any time before, during, or after the examination if that applicant:

A. Has improperly filed his application or failed to comply with the filing instructions.

B. Has made inaccurate answers or provided inaccurate information at any time during the examination process.

C. Has failed any examination component for the applied-for position.

D. Is found lacking in any of the minimum qualifications described in Section 2.3 of these Rules and Regulations.

E. Has been convicted of a felony, or any misdemeanor that, in the judgment of the Board, renders the applicant unsuitable for the applied-for position. Notwithstanding the foregoing, no firefighter shall be disqualified for employment in the Fire Department due to a misdemeanor conviction, except for those misdemeanors listed in 65 ILCS 5/10-2.1-4 and 65 ILCS 5/10-2.1-6.3, as those Sections may be amended from time to time.

F. Has engaged in any illegal conduct (regardless of the existence of a conviction), which the Board deems inconsistent with the position of a police officer or firefighter.

G. Has character or employment references that are deemed unsatisfactory.

H. Has been terminated from public or private sector employment.

SECTION 2.5: RELEASE OF INFORMATION
The applicant must sign and deliver to the Board or its agent a waiver and release of information in order to allow the Board to conduct a proper investigation into the applicant's qualifications for employment.

CHAPTER 3 POLICE OFFICER EXAMINATION PROCESSES

SECTION 3.1: TYPES OF POLICE EXAMINATION PROCESSES
When deemed appropriate, the Commission may elect to periodically conduct a regular entry-level police officer examination process and/or a certified entry-level police officer examination process.

SECTION 3.2: ENTRY-LEVEL POLICE EXAMINATION
Applicants who proceed through the regular entry-level police officer examination process will be subject to the following testing elements:

A. Physical Ability. Applicants must provide proof of a current and valid “Peace Officer Wellness Evaluation Report” (POWER) card with their completed job application in order to qualify for placement on any eligibility list. Each applicant is responsible for any costs associated with the POWER testing process.

B. Other Examination Elements. The Commission shall identify the testing components, passing scores, numbers of interviewees, and relative weights at the beginning of the entry-level testing process.

C. Preference Points. Applicants who have passed their examinations by the required percentages shall be eligible for military preference points as described in 65 ILCS 5/10-2.1-8, as may be amended from time to time, and any other preference points that the Commission identifies at the beginning of the entry-level testing process. Election of such preference points must be made according to any instructions offered by the Board or its agent.

D. Eligibility List. Applicants who have passed their examinations by the required percentages shall be placed on an Eligibility List in rank order of their relative excellence as determined from the examinations and elected preference points, and expressed in grade points. The Eligibility List will remain in effect for two years from the date it was approved by the Commission.

SECTION 3.3: CERTIFIED POLICE EXAMINATION
All persons possessing certification from the Illinois Law Enforcement Training and Standards Board may be considered for accelerated entry to the Arlington Heights Police Department (referred to as “certified entry candidates”). Certified entry candidates will be subject to the following eligibility criteria and testing components:

A. Eligibility. At the time of application, certified entry candidates must possess a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Training Course as prescribed by the Illinois Law Enforcement Training and Standards Board. At the time of application, a certified entry candidate must also: (1) be in good standing with his current law enforcement agency; (2) have served at least one year with that law enforcement agency beyond the completion of his probationary period; (3) possess skills and abilities that are substantially equivalent to those possessed by a non-probationary Village police officer; and (4) possess all of the qualifications described in Section 2.3 of these Rules or is disqualified based on the factor(s) described in Section 2.4 of these Rules.

B. Testing Components. Certified entry candidates that satisfy the eligibility criteria in subsection (A) will not be required to attend an applicant orientation session or take a written examination. The examination process for certified entry candidates will consist of an oral interview. No preference points are awarded for certified entry candidates.

C. Candidate Pool. Certified entry candidates that successfully complete the oral interview process will be added to a certified candidate “pool.” Certified entry candidates in this pool will have no scored ranking. The certified entry pool will remain effective for a period of two years from its effective date.

SECTION 3.4: SELECTION OF POLICE CANDIDATES

Upon receipt of a position requisition, the Commission shall have the discretion to fill an entry-level police officer vacancy from either the Eligibility List described in Section 3.2(D) or the certified entry pool described in Section 3.3(C). Should the Commission decide to make an appointment from the Eligibility List, the Commission shall make the appointment from among the three highest ranked candidates (or if there are less than three candidates, from any remaining candidates on the Eligibility List). Should the Commission decide to make an appointment from the certified candidate pool, the Commission may select any candidate from the pool.

SECTION 3.5: BACKGROUND INVESTIGATION AND MEDICAL EXAMS

Upon selection from either the Eligibility List described in Section 3.2(D) or the certified entry pool described in Section 3.3(C), an applicant must successfully pass a criminal and employment background investigation, which may include an oral interview with Board members (which will be scored on a pass/fail basis). Upon successful completion of that background investigation, applicants will be sent for a polygraph examination. If the applicant passes the polygraph, an applicant will be made an offer of employment, conditioned exclusively on the successful passage of a physical and psychological medical examination (which may include a pre-employment test for the use of alcohol and illegal use of drugs).

CHAPTER 4 FIREFIGHTER ENTRY-LEVEL EXAMINATION PROCESS

SECTION 4.1: ENTRY-LEVEL FIREFIGHTER EXAMINATION

Applicants who proceed through the entry-level firefighter examination process will be subject to the following testing elements:

A. Physical Ability. The Commission elects to utilize the Candidate Physical Ability test (CPAT), including ladder climbing component, for the purpose of testing a firefighter applicant’s physical ability. Applicants must provide proof of a current and valid CPAT card and ladder component with their completed job application to quality for placement on a Final Eligibility List. Any costs associated with the CPAT certification and ladder component testing will be at the expense of the applicants.

B. Written Examination. All applicants shall be required to take a written examination. The passing score and weight of such a written examination will be announced prior to the beginning of the testing process.

C. Preliminary Eligibility List. Applicants who have presented a valid CPAT card and passed the written examination will be placed in rank order of excellence on a Preliminary Eligibility Register.

D. Preference Points. An applicant will receive five military preference points based on the military service described in 65 ILCS 5/10-2.1-6.3(h)(1), as may be amended from time to time. To obtain such military preference points, the applicant must comply with any instructions issued by the Board or its agent. At the beginning of the testing process, the Board may announce other preference points, which will be offered and calculated in accordance with 65 ILCS 5/10-2.1-6.3(h), as amended from time to time.

E. Final Eligibility List. After the award of preference points, the Board shall issue a Final Eligibility List, with applicants ranked in order of their relative excellence based on their examination scores and preference points. The Final Eligibility List shall be in effect for a period of two years from its effective date.

SECTION 4.2: SELECTION OF FIREFIGHTER CANDIDATES

Upon receipt of a positions requisition, the Commission shall select the top-ranked candidate from the Final Eligibility List described in Section 4.1(E). Exceptions to this selection process will be governed by 65 ILCS 5/10-2.1-6.3, as may be amended from time to time.

SECTION 4.3: BACKGROUND INVESTIGATION AND MEDICAL EXAMS

Upon selection from the Final Eligibility List, an applicant must successfully pass a criminal and employment background investigation, which may include an oral interview with the Board (which will be scored on a pass/fail basis). Upon successful completion of that background investigation, applicants will be sent for a polygraph examination. If the applicant passes the polygraph, an applicant will be made an offer of employment, conditioned exclusively on the successful passage of a physical and psychological medical examination (which may include a pre-employment test for the use of alcohol and illegal use of drugs).

CHAPTER 5 PROMOTIONS

SECTION 5.1: FIRE DEPARTMENT PROMOTIONAL EXAMINATIONS

The Commission shall provide for promotions to the rank of Fire Lieutenant in accordance with the Fire Department Promotion Act and any applicable collective bargaining agreement, as they may be amended from time to time. After a promotion to the position of Fire Lieutenant, the promoted employee shall be on probationary status for a period of one year. The Fire Chief may revert such probationer to the previous classification without cause.

SECTION 5.2: POLICE DEPARTMENT PROMOTIONAL EXAMINATIONS

The Commission shall provide for promotions to the rank of Police Sergeant in accordance with the following procedures:

A. Eligibility. Appointments to the rank of Sergeant shall only be made from current Village Police Officers. Village Police Officers shall not be eligible for a Sergeant's promotional examination until they have served at least one full year beyond the completion of their probationary period.

B. Testing Process. When deemed appropriate, the Commission will announce the initiation of the promotional testing process for the rank of Police Sergeant by posting a notice on internal bulletin boards and/or the Police Department's email system. The elements for the Sergeants' promotional testing process may include: (1) a written examination or other form of objective assessment; (2) a scored evaluation by the Police Chief; (3) an oral interview with Commission Members; (4) the assignment of seniority points; and (5) any other element that the Commission deems appropriate. The Commission reserves the right to conduct these promotional elements in any order.

C. Seniority Points. Eligible applicants for the Sergeant's position shall be awarded one point for each full year of service as a Village Police Officer, up to a maximum of ten points.

D. Scoring and Weights. The passing score for the written examination or objective assessment will be 70%. Eligible applicants who fail to achieve a 70% passing score on the written examination or objective assessment will be disqualified from further promotional consideration. The oral interview score will constitute the average of the three Commission members' interview scores. Unless different weights are announced at the beginning of the promotional process, the Commission shall use the following weights for each promotional examination element:

- 50% Written Examination/Objective Assessment Score & Seniority Points
- 25% Police Chief evaluation
- 25% Oral Interview

E. Eligibility List. Eligible applicants who achieve at least 70% of the overall point total for the entire promotional examination process will be included on an Eligibility List, ranked in order of excellence based on their overall examination score after calculating their individual element scores as weighted above. The Sergeant's eligibility list shall remain in effect for two years from its effective date. Military points shall not be used in the Sergeant's promotional examination process. Upon receipt of a position requisition, the Commission shall make a promotion to the rank of Sergeant from the three persons with the highest ranking on the eligibility list (or if less than three persons, from whichever candidates remain on the Eligibility List).

F. Probationary Period. After a promotion to the position of Police Sergeant, the promoted employee shall be on probationary status for a period of one year. The Police Chief may revert such probationer to the previous classification without cause.

CHAPTER 6 MISCELLANEOUS

SECTION 6.1: RETIREMENT

The age for retirement of all full-time members of the Fire and Police Department is 65 years.

SECTION 6.2: ENTRY-LEVEL PROBATIONARY PERIODS

The probationary periods for entry-level firefighters and police officers shall be set by the applicable collective bargaining agreement. The Fire and Police Chiefs have the authority to terminate a probationary firefighter and police officer, respectively, without notice or cause.

SECTION 6.3: CERTIFICATE OF APPOINTMENT

The Commission Chairperson is responsible for issuing letters of appointment for all entry-level firefighters and police officers, and newly promoted Fire Lieutenants and Police Sergeants.

SECTION 6.4: ADDITIONAL POWERS

The Board retains all powers and authority as set forth in Division 2.1 of the Illinois Municipal Code unless otherwise provided for in these Rules and Regulations.

CHAPTER 7 DISCIPLINARY SUSPENSIONS AND REMOVALS

SECTION 7.1: GENERAL PROVISIONS

A. Collective Bargaining Agreements. The provisions of any collective bargaining agreement that apply to the Village's sworn police and fire personnel shall control to the extent they are inconsistent with this Chapter.

B. Probationary Employees and Exempt Management Personnel. This Chapter does not apply to probationary employees who may be suspended or removed from Village service without cause. This Chapter also does not apply to the suspension or removal of employees who currently hold a position which has been exempted from the Board's appointment authority by the Village Board.

C. Cause Required. Non-probationary fire and police personnel subject to the Board's appointment authority can be suspended or removed only for cause. Unless defined differently by Illinois courts, "cause" shall mean some substantial shortcoming that renders the employee's continuance in office or employment in some way detrimental to the discipline and efficiency of the service.

D. Filing and Service of Papers: All papers under this Chapter may be filed with the Board by delivering them personally or by electronic mail to the Board's Secretary or Chairperson. All papers that are required to be served under this Chapter shall be delivered personally or by electronic mail to the party designated (or the party's counsel if so represented). Proof of service will be made by certification of the person responsible for the delivery.

SECTION 7.2: DISCIPLINARY SUSPENSIONS

A. Patrol Officers. The Chief of Police may unilaterally suspend any bargaining unit Patrol Officer for up to 30 days without filing charges with the Board. Board appeals from such suspensions are not permitted pursuant to applicable collective bargaining agreement provisions.

B. Police Sergeants. The Chief of Police may unilaterally suspend any Police Sergeant for up to five calendar days without filing charges with the Board. Sergeants may appeal the suspension to the Board by filing a Notice of Appeal within five calendar days after service of the written suspension notice, regardless of when the suspension is to be served. Such Appeals shall be served on the Police Chief at the same time they are filed with the Board.

C. Firefighters and Fire Lieutenants. The Fire Chief may unilaterally suspend any Firefighter or Lieutenant for up to five calendar days without filing charges with the Board. Firefighter or Lieutenants may appeal the suspension to the Board by filing a Notice of Appeal within five calendar days after service of the written suspension notice, regardless of when the suspension is to be served. Such Appeals shall be served on the Fire Chief at the same time they are filed with the Board.

SECTION 7.3: CHARGES FOR SUSPENSION AND REMOVAL

A. Complainant. Charges seeking a disciplinary suspension or removal may be filed only by the Police Chief, Fire Chief or Village Manager.

B. Charges. Charges must be in writing, signed by the Complainant, and describe the facts alleged to constitute cause for suspension or removal. After the Charges are filed with the Commission, the Board shall cause the Charges to be served on the Respondent personally or by receipted delivery at the Respondent's last known home address.

SECTION 7.4: PRE-HEARING PROCEDURES

A. Hearing Date. Upon the filing of Charges or an Appeal, the Board shall set the date, time, and place for hearing, the date of which shall be within 30 days after the Charge-filing date.

B. Notice of Hearing. The Board shall cause notice of hearing to be served on the parties promptly but not less than ten days prior to the hearing date. The notice shall be sent by receipted delivery or personal service.

C. Continuance. Motions for continuance of the hearing made by either party shall be in writing and shall be filed with the Board and served on the opposing party not less than 48 hours prior to the time set for hearing. In no circumstances will the initial hearing date be continued beyond 30 days from the date Charges were originally filed. Alternatively, the Board in its discretion may proceed with the first day of hearing, but continue the hearing until a late date for purposes of witness testimony and other evidentiary matters.

D. Attendance of Witnesses; Production of Documents. Either party, at any time prior to the hearing, may ask the Board to issue subpoenas for witnesses to appear and testify at the hearing or to have any person produce books, papers, records, accounts, and other documents. Such a request must be in writing and must adequately identify the person(s) or documents sought to be subpoenaed. Such applications must be served on the opposing party. Within five calendar days of service, the opposing party may file objections with the Board to the requested subpoena(s). After the elapse of the objection period, the Board or its Chairperson may issue the requested subpoena if the Board or Chairperson deems the witness testimony or documents to be relevant to the hearing. The subpoenas may be authorized by the signature of the Chairperson without a meeting. Parties seeking enforcement of a subpoena must apply to the appropriate Illinois Circuit Court.

E. Stipulations. The parties may stipulate and agree in writing or on the record as to evidentiary facts or other matters. Any facts so stipulated shall be considered as evidence in the proceeding.

F. Suspension Before Hearing. Upon motion of the Complainant (with service on the Respondent), the Board may suspend the Respondent without pay during the pendency of the hearing, but for no more than 30 calendar days. If the Respondent seeks a hearing continuance beyond the aforementioned 30-day suspension period, such a continuance (if deemed otherwise appropriate) will be granted on the condition that the accused employee agrees that no claim for compensation shall be made for the period of the continuance. In the event the Board ultimately determines not to sustain the Charges, the Respondent shall receive any pay withheld during the 30-day suspension period.

SECTION 7.5: HEARING PROCEDURES

A. Closed Hearings. Any disciplinary hearing shall be held in public session, but any party (or the Board on its own motion) may close the hearing as permitted in the Illinois Open Meetings Act.

B. Counsel. The Respondent or Complainant may, at his election, be represented by any attorney licensed to practice in the State of Illinois. The attorney must file and serve his appearance with the Board.

C. Oath. All witnesses shall be sworn under oath prior to testifying. The oath may be administered by any Board Member or a certified court reporter.

D. Burden of Proof. The Complainant has the burden of proving cause for the requested suspension or removal by a preponderance of the evidence. In the

Suspension Appeal context, the Fire or Police Chief will have the burden of proving cause for the suspension by a preponderance of the evidence.

E. Order of Proceedings; Cross Examination. After disposition of any preliminary motions, the Complainant will first present his case-in-chief. Thereafter the Respondent will present his case-in-chief. Rebuttal will be permitted at the discretion of the Board. In the Suspension Appeal context, the Respondent Chief will first present his case-in-chief. Thereafter, the appellant will present his case-in-chief. Rebuttal will be permitted at the discretion of the Board. All parties shall have the right to cross examine witnesses presented by the opposite party.

F. Record of Proceedings. All hearings shall be transcribed by a certified court reporter retained by the Board. The Board will compensate the court reporter for his presence at the hearing. A transcript of the hearing may be requested by the Board or any party, at the expense of the person making the request.

G. Argument. At the discretion of the Board, the parties may be allowed to make oral opening and closing statements. The Board also may allow the parties to file pre-hearing and/or post-hearing briefs when the Board deems it appropriate.

H. Resignation. If an employee submits a resignation prior to final action by the Commission, the Commission will record the resignation into the evidentiary record, which will result in the Charges being withdrawn and the Commission proceedings terminated.

SECTION 7.6: FINDINGS AND DECISION

A. Vote; Deliberations. A finding of cause on Charges or a Suspension Appeal must be made by at least a majority of the Board Members. The Board may deliberate in public or in closed session. Final action must be taken in public session.

B. Finding of No Cause. If no cause is found as to every Charge or an Appealed Suspension, the Board shall make a finding that the Charges or suspension are not sustained and shall enter an order immediately terminating any suspension and requiring the applicable Department to reimburse Respondent for all wages not paid during any reversed suspension period.

C. Finding of Cause. If the Board finds that cause exists for discipline, the Board may grant, increase or decrease the Complainant's requested discipline (except that any suspension cannot be for a period of more than 30 days on top of any temporary suspension the Respondent already served during the hearing). If the Board finds that cause existed for an appealed suspension, the Board may affirm the suspension as served, increase the suspension for a period of not more than 30 days, decrease the suspension, or order the immediate removal of the employee.

D. Notice of Findings and Decisions. The Board shall issue a written decision that summarizes its findings and conclusions either at the meeting where the Members voted on the Charges or Suspension Appeal, or promptly thereafter.

E. Rehearing. The Board's decision shall be final and not subject to rehearing.

Village Board
9/21/2020

Item: Ordinance - Land Use Variation - Pet Suites, 1050 E Rand Rd

Department: Planning/Legal

An Ordinance Amending the Zoning Ordinance of the Village of Arlington Heights, Granting a Land Use Variation and Variations from Chapter 28 of the Arlington Heights Municipal Code
(Pet Suites, 1050 E Rand Rd)

ATTACHMENTS:

Description	**Type**
Land Use Variation - Pet Suites	Ordinance

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE VILLAGE OF ARLINGTON HEIGHTS, GRANTING A LAND USE VARIATION AND VARIATIONS FROM CHAPTER 28 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

WHEREAS, on August 26, 2020, pursuant to notice, the Plan Commission conducted a public hearing on the application of Novogroder Properties, LLC, ("Petitioner") for rezoning from a B-3 General Service, Wholesale and Motor Vehicle District to a B-2 General Business District, a land use variation to allow a commercial kennel operated by PetSuites ("Business Operator") in a B-2 General Business District and variations from Chapter 28 of the Arlington Heights Municipal Code, for the property located at 1050 E Rand Rd, Arlington Heights Illinois; and

WHEREAS, the President and Board of Trustees, having considered the report and recommendation of the Plan Commission, have determined that authorizing and granting said request, subject to certain conditions hereinafter described, would be in the best interests of the Village of Arlington Heights,

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

SECTION ONE: That the Zoning Ordinance of the Village of Arlington Heights is hereby amended by reclassifying the Subject Property that is within a B-3 General Service, Wholesale and Motor Vehicle District to a B-2 General Business District classification, for the property legally described as follows:

> Lots 54, 55 and 56 in C.A. Goelz's Arlington Heights Gardens, a subdivision in the Northeast quarter of Section 20, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.
>
> PIN 03-20-205-002, -004, -007, -008

commonly described as 1050 E Rand Rd, Arlington Heights, Illinois.

SECTION TWO: That a land use variation is hereby granted to permit a commercial kennel in a B-2 General Business District at the property legally described in SECTION ONE which shall be in compliance with the following plans:

The following plans have been prepared by Manhard Consulting, Ltd.:

Conceptual Site Plan, dated March 4, 2020 with revisions through July 29, 2020, consisting of sheet 1;
Landscape Plan, dated March 19, 2020, with revisions through August 12, 2020, consisting of sheets L1 and L2;

The following plans have been prepared by GPD Group, Inc.:

Elevations, consisting of one sheet;
FloorPlan, consisting of sheet A2.0;
Dumpster Enclosure & Play Yard Details, consisting of sheet A1.1,

copies of which are on file with the Village Clerk and available for public inspection.

SECTION THREE: That the following variations from Chapter 28, are hereby granted:

l. A variation from Section 6.13-3b, Location of Fences, to allow an increase to the maximum permitted fence height in the side and rear yards from six feet to seven feet.

2. A variation from Section 6.5-2, Accessory Structures, to allow a change in the permitted location of an accessory structure from a rear yard to a side yard.

3. A variation from Section 6.5-7(b), Maximum Size of an Accessory Structure, to allow an increase in the size of an accessory structure from 300 square feet to 400 square feet.

SECTION FOUR: That the amendment to the zoning ordinance, land use variation and variations from Chapter 28 of the Arlington Heights Municipal Code granted by this Ordinance are subject to the following conditions, to which the Petitioner has agreed:

1. The Land Use Variation for the commercial kennel shall only apply to the Business Operator.

2. Outdoor usage/recreation for animals staying at the facility shall occur only within the fenced outdoor play area (i.e. walking of dogs around the property or surrounding neighborhood shall not be permitted).

3. Should excessive noise from the Subject Property become a problem, at the discretion of the Village, the Business Operator shall work with the Village to address said noise issue, which may include (but is not limited to) restrictions on usage times and/or number of dogs within the outdoor play area, the replacement of a portion of the vinyl fence with a solid masonry fence for enhanced sound attenuation, and/or sound attenuation improvements to the building.

4. The landscape plan shall be revised to include plantings around the entire perimeter of the outdoor play area.

5. Compliance with the June 23, 2020, Design Commission motion.

6. The Business Operator shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

SECTION FIVE: That the Director of Building and Life Safety of the Village of Arlington Heights is hereby directed to issue permits for the facility herein approved, upon proper application and after compliance with all applicable ordinances of the Village of Arlington Heights.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law and shall be recorded by the Village Clerk in the Office of the Recorder of Cook County.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of September, 2020.

ATTEST:

____
Village President

____
Village Clerk

Land Use Variation:Pet Suites

Village Board
9/21/2020

Item: Ordinance - Code Amendment - Chapter 18 - Traffic

Department: Police/Legal

The attached ordinance contains amendments to several sections of Chapter 18. Most of the proposed changes are clean-ups. The explanation for each proposed change is set forth below:

1. Section 18-201: The proposed changes include the deletion of unnecessary language (paragraph a) and adding language to make it clear that parking on a paved driveway apron is lawful.

The third change, new paragraph 3, is added at the suggestion of the Police Chief. Currently, it is illegal to park in a driveway blocking the sidewalk. That prohibition is in place in order to ensure that people walking on the sidewalk are not impeded by a vehicle. The Chief suggested that the prohibition on blocking the sidewalk be limited to 6:00 a.m. to 10:00 p.m. – the hours most often utilized by walkers – making it legal to block the sidewalk between 10:00 p.m. and 6:00 a.m. Hopefully, this will help to minimize the number of people requesting to park cars on the street overnight, which will keep more of the streets clear for snow removal and street cleaning purposes.

2 . Section 18-203: The majority of changes are just cleaning up the list of prohibitions to match the language in the State Statute. There are a few prohibitions that are being deleted because they are already prohibited elsewhere in the Code.

3 . Section 18-209: The language being deleted is unnecessary as it is already addressed in the Penalties provision of the Article.

4 . Section 18-222 and 18-223: The changes to Section 18-222 are just deletions of language that is either unnecessary or duplicative. Section 18-223 is being deleted in its entirety because the State recently amended the statutes removing the right to suspend driver's licenses because of a failure to pay parking tickets.

5 . Article VI: This Article has been cleaned up by deleting language that is

unnecessary relating to traffic tickets and penalties, as police authority to issue tickets and penalties and fines are already established in the State Statute and/or other places in the Code. The remaining provisions address compliance tickets. The list of possible compliance tickets has been reduced significantly after a review by the Police Department determined that tickets have not been and are not likely to be issued for those sections.

6. Section 18-801: The changes just clarify the articles which are covered by the adjudication process.

Recommendation

It is recommended that the Village Board adopt the attached Ordinance Amending Chapter 18 of the Arlington Heights Municipal Code.

ATTACHMENTS:

Description	**Type**
Code Amendment - Chapter 18 - Traffic	Ordinance

AN ORDINANCE AMENDING CHAPTER 18 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

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

SECTION ONE: That Chapter 18, Traffic, of the Arlington Heights Municipal Code, is hereby amended as set forth below:

a. Section 18-201, Parking in Specified Places, is hereby deleted in its entirety and substituted in lieu thereof with the following:

Section 18-201 Parking Prohibited in Specified Places. No person shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device in any of the following places:

1. At any place where official signs restrict or prohibit parking; or
2. Upon any improved parkway other than a driveway apron; or
3. Upon a driveway blocking the sidewalk between the hours of 6:00 a.m. and 10:00 p.m.

b. Section 18-203, Prohibited Parking Provisions – Adopted by Reference, is hereby deleted in its entirety and substituted in lieu thereof with the following:

Section 18-203 Prohibited Parking Provisions – Adopted by Reference. The following parking prohibitions are adopted by reference from 625 ILCS 5/11-101 et seq., pursuant to Section 18-105, Rules of the Road:

625 ILCS 5/11-1303(a)1b	On a Sidewalk
625 ILCS 5/11-1303(a)1c	Within an Intersection
625 ILCS 5/11-1303(a)1d	On a Crosswalk
625 ILCS 5/11-1303(a)1f	Alongside or Opposite any Street Excavation/Obstruction in a manner that would obstruct traffic
625 ILCS 5/11-1303(a)1g	Upon any Bridge
625 ILCS 5/11-1303(a)1.l	In a Public Parking Area without a Current Registration Sticker
625 ILCS 5/11-1303(a)2a	In Front of a Driveway
625 ILCS 5/11-1303(a)2b	Within 15'of a Fire Hydrant
625 ILCS 5/11-1303(a)2c	Within 20'of Crosswalk at an Intersection
625 ILCS 5/11-1303(a)2d	Within 30'of Stop Sign, Yield Sign or Traffic Control Signal Within 50' of the Nearest Rail of a Railroad Crossing
625 ILCS 5/11-1304.5	On a Public Street or Roadway without a Current Registration Sticker

The police officers may, in the first instance of an alleged violation, in lieu of filing a complaint in court, issue a citation advising the person that a specified ordinance has been violated, requesting payment in an amount applicable to the alleged violation as set forth in the Section of this Article setting forth Fines and Penalties~~,~~ as settlement of the violation claim and informing the person that upon failure to settle, a complaint will be filed in the Circuit Court of Cook County, charging that person with the violation.

c. Section 18-209, Limited Parking for Snow Removal Purposes, is hereby deleted in its entirety and substituted in lieu thereof with the following:

Section 18-209 Limited Parking for Snow Removal Purposes. In addition to any other restriction now or hereafter imposed, it shall be unlawful for any person, firm or corporation to park or cause to be parked any vehicle on any public street or public parking facility within the Village after an accumulation of two inches or more of snow until snow removal has been completed.

d. The first paragraph and subsection d. in Section 18-222, Fines and Penalties, are hereby deleted in their entirety and substituted in lieu thereof with the following:

Section 18-222 Fines and Penalties. A person accused of a violation pursuant to this Article, as well as Section 16-108, Section 16-204, Section 16-208 and Section 16-301, may settle and compromise the violation claim by paying to the Village Finance Department the applicable amount as shown in the schedule set forth in this Section within a period to be specified in the citation.

d. Any person, firm or corporation that violates any other section of this Article shall be fined not less than $25 nor more than $750; provided, however, that if the alleged violator shall plead guilty and make payment within the time set forth below, the penalty shall be as follows:

If paid within ten days	$25
After ten days, but within 21 days	$30
After 21 days	$35

e. Section 18-223, Suspension of Driving Privileges Due to Failure to Pay Fine or Penalty for Standing, Parking or Compliance Violations, is deleted in its entirety with the section number, Section 18-223, remaining within the Code "Intentionally Left Blank."

f. Article VI, Compliance Warning Tickets, is hereby deleted in its entirety and substituted in lieu thereof with the following:

Article VI Compliance Warning Tickets

Section 18-601 Compliance Warning Tickets. The following offenses are adopted by reference from the Illinois Vehicle Code 625 ILCS 5/11-101 et seq.:

625 ILCS 5/3-413(a)	Improper Display of Registration (License) Plates
625 ILCS 5/3-413(b)	Improper Display of Registration (License) Plates
625 ILCS 5/3-416	Failure to Notify the Secretary of State of Name/Address Change within Ten Days (Registration/Title)
625 ILCS 5/6-116	Failure to Notify the Secretary of State of Name/Address

	Change within Ten Days (Drivers License)
625 ILCS 5/12-201(b)	Driving Vehicles without Two Lighted Headlamps and Tail Lamps When Required
625 ILCS 5/12-201(c)	No White Rear Registration Light
625 ILCS 5/12-503(a)	Obstructed View of Windshield or Side Windows Adjacent to Driver
625 ILCS 5/12-503(e)	Obstructed View Due to Defective Condition or Repair of any Window

A police officer may, in the first instance of an alleged violation of any of these offenses, in lieu of filing a complaint in court, issue a compliance warning ticket.

Section 18-602 Alternative Penalties - Compliance Warning Tickets.

a. Any person who has been issued a compliance warning ticket alleging a violation of any of the sections of the Illinois Vehicle Code adopted by reference in Section 18-601 of this Code may settle and compromise that ticket as follows:

1. If proof of compliance can be validated by the Village within 21 days from the date of the ticket, no fine shall be assessed.

2. On the 22nd day from the date the alleged violation was committed, a $30 fine shall be assessed, which shall be due within 14 days.

3. After 35 days from the date the alleged violation was committed, the fine shall be increased to $45. A final notice shall be mailed 45 days from the date that the ticket was issued.

4. In the event that payment had not been made within 90 days of the original issue date, the ticket shall be submitted for collection and an additional cost of 30% of the fine shall be assessed to defray the cost of collection.

b. In the event that payment has not been made within 90 days of the original issue date, an additional cost of 30% of the fine amount shall be assessed to defray the cost of collection.

c. The issuance of compliance warning tickets shall be as a courtesy in lieu of instituting a prosecution in court for the alleged offense. However, nothing herein contained shall prevent the filing of a complaint in the first instance in the Circuit Court of Cook County and the payment of fines and costs, which shall be established by the Circuit Court.

g. That Section 18-801, Purpose-Scope-Adoption of Rules and Regulations, is hereby deleted in its entirety and substituted in lieu thereof with the following:

Section 18-801 Purpose – Scope - Adoption of Rules and Regulations. The purpose of this Article is to provide for the administrative adjudication of offenses set forth in Article II, Article III, Article V, and Article VI of Chapter 18 of the Arlington Heights Municipal Code, through a fair and efficient system for the enforcement of such ordinances. The administrative adjudication system set forth in this Article is established pursuant to Division 2.1 of the Illinois Municipal Code and 625 ILCS 5/11-208.3, as now or hereafter amended.

SECTION TWO: The provisions of this Ordinance are severable, and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of this Ordinance.

SECTION THREE: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

AYES:

NAYS:

PASSED AND APPROVED this 21st day of September, 2020.

____
Village President

ATTEST:

____
Village Clerk

CodeAmendments:18 - Prohibited Parking Articles II, VI and VIII

Village Board
9/21/2020

Item: Resolution - Intergovernmental Agreement - Illinois Department of Healthcare & Family Services - Supplemental Medicaid Payments

Department: Finance/Legal

The Illinois Department of Healthcare and Family Services ("HFS") will provide supplemental Medicaid payments to the Village of Arlington Heights for Ground Emergency Medical Transportation. An Intergovernmental Agreement with HFS is required.

RECOMMENDATION

It is recommended that the Village Board approve the attached Resolution Approving an Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services.

ATTACHMENTS:

Description	Type
Intergovernmental Agreement - State - Medicaid	Resolution

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

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

SECTION ONE: A certain Intergovernmental Agreement by and between the Village of Arlington Heights and the Illinois Department of Healthcare and Family Services, related to supplemental Medicaid payments for ground medical transportation, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution 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 21st day of September, 2020.

____
Village President

ATTEST:

____
Village Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
VILLAGE OF ARLINGTON HEIGHTS
2021-20-___

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and Village of Arlington Heights, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act") and Section 2-32-030 of the Municipal Code of Chicago*,* hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

ARTICLE I
INTRODUCTION

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq*. (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

(a) Agent means Managed Care Organizations and Administrative Services Organizations.
(b) ALS means Advanced Life Support billed under CPT Code A0427.
(c) BLS means Basic Life Support billed under CPT Code A0429.
(d) Base Rate means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2019.
(e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
(f) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
(g) Medical Programs means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
(h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
(i) Rate Year means calendar year.

ARTICLE II
INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III
INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

(a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.

(b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause it agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV
TERM

4.01 Term. This Agreement shall commence January 1, 2021, provided Provider's Cost Report was received by the Department on or before October 1, 2020, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V
TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI
MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: mjuarez@vah.com
asmulson@vah.com

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE____

NAME: Thomas W. Hayes

TITLE: Mayor

DATE: September 21, 2020

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

____

THERESA EAGLESON
DIRECTOR

DATE: ____

Village Board
9/21/2020

Item: Resolution - Intergovernmental Agreement - IDOT - STEP Grant

Department: Police/Legal

The Arlington Heights Police Department applied for, and was awarded, a grant in the total of $93,316.00 from the Illinois Department of Transportation (IDOT) Bureau of Safety Programs and Engineering (BSPE). The Sustained Traffic Enforcement Program (STEP) Grant is made possible with federal funds (National Highway Traffic Safety Administration) that are issued to the State annually for highway safety initiatives. The primary goals for the program include: reducing motor vehicle crashes, reducing crash severity, increasing use of occupant protection devices, distracted driving enforcement and reducing impaired driving. Grant recipients are required to provide clear data supporting the community need and specific ways program funding will improve problem areas and traffic safety. The Arlington Heights Police Department was successful in developing a year-long program which not only satisfies the requirements of the grant, but also meets the overarching goal of improving the well being of residents and visitors throughout the community.

Funding for the grant runs from October 1, 2020 through September 30, 2021. The grant provides full, non-matching, funding for personnel costs to operate multiple traffic safety initiatives over the duration of this grant period. Some will occur during this fiscal year and the majority will take place in FY2021.

It is recommended that the Village Board authorize the acceptance of this grant and amend the FY2020 budget to include use of $11,972 in grant monies (the balance of $81,344 will be allocated in the preparation of FY2021 budget).

RECOMMENDATION

It is recommended that a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation for a Sustained Traffic Enforcement Program (STEP) Grant be approved. It is further recommended that the Village Board approve an amendment to the FY2020 budget to include use of $11,972 in grant monies (the balance of $81,344 will be allocated in the preparation of FY2021 budget).

ATTACHMENTS:

Description	Type
Intergovernmental Agreement - IDOT - STEP Grant	Resolution

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS

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

SECTION ONE: A certain Intergovernmental Agreement by and between the Village of Arlington Heights and the State of Illinois, related to a Sustained Traffic Enforcement Program (STEP) grant, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution 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 21st day of September, 2020.

____
Village President

ATTEST:

____
Village Clerk

Agreement No. **HS-21-0041,04-02**

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

VILLAGE OF ARLINGTON HEIGHTS

The ILLINOIS DEPARTMENT OF TRANSPORTATION (Grantor) with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764, and Village of Arlington Heights (Grantee) with its principal 33 S. Arlington Heights Road, Arlington Heights, IL 60005, and payment address (if different than principal office) at Same hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 072318629 is Grantee's correct DUNS Number, that n/a is Grantee's correct UEI, if applicable, that 366005774 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not for Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be **$93,316.00**, of which **$93,316.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A37520300004020IL0, the federal awarding agency is National Highway Traffic Safety Administration, and the federal award date is 02/03/20 If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is State and Community Highway Safety/National Priority Safety Programs and the Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is. 494-10-0343 The State Award Identification Number is 343-19402.

1.4 Term. This Agreement shall be effective 10/01/2020 and shall expire on 09/30/2021 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☒ Check if under $250,000. If under $250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

By: ______________________
Signature of Omer Osman, Acting Secretary of Transportation

By: ______________________
Signature of Designee

Date: ______________________
Printed Name: ______________________
Printed Title: ______________________
Designee

By: ______________________
Signature of First Other Approver's Name and Title

By: ______________________
Signature of Designee

Date: ______________________
Printed Name: Joanne Woodworth
Printed Title: Chief Financial Officer
Designee

By: ______________________
Signature of Second Other Approver's Name and Title

By: ______________________
Signature of Designee

Date: ______________________
Printed Name: Philip Kaufmann
Printed Title: Chief Counsel
Designee

By: ______________________
Signature of Third Other Approver's Name and Title

By: ______________________
Signature of Designee

Date: ______________________
Printed Name: ______________________
Printed Title: Director of Highways PI
Designee

By: ______________________
Signature of Fourth Other Approver's Name and Title

By: ______________________
Signature of Designee

Date: ______________________
Printed Name: ______________________
Printed Title: ______________________
Designee

Village of Arlington Heights

By: ______________________
Signature of Authorized Representative
Date: ______________________
Printed Name: Nicholas Pecora
Printed Title: Chief of Police
Email: npecora@vah.com

By: ______________________
Signature of Authorized Representative
Date: ______________________
Printed Name: ______________________
Printed Title: ______________________
Email: ______________________

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill.Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV
PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. *See* 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill.Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or. to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** , **PART THREE, or Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill Admin. Code 700.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 Federal Requirements. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9 Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery**. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging**. Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State**. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan**. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott**. Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees**. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act**. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place**. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law**. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act**. Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment**. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension**. Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works**. Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act**. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions**. Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act**. Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax**. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations**. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act**. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006**. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Job Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX
CRIMINAL DISCLOSURE

9.1 Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1 Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI
LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and(b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE,** unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE.** For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. *See* 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. *See* 2 CFR 200.301 and 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c); 44 Ill. Admin. Cost 7000.90.

15.2 Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PARTH THREE.**

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) From Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must included an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and State Awards, singularly or in any combination from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5 Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL ORGANIZATION

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310 -200.316 goveming the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within the Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statue(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statue(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A
PROJECT DESCRIPTION

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-10-0343	343-19402	681895

The Sustained Traffic Enforcement Program (STEP) grant helps Illinois maximize the effect of sustained, stepped-up, year-long traffic enforcement. The STEP program focuses on specific times of the year and day when data shows alcohol-involved and unbuckled fatalities are highest. The increased enforcement details conducted during these times raises the perception of offenders getting caught and deters potential impaired drivers and potential unbuckled drivers and passengers. The STEP grants also use strong media efforts in conjunction with increased enforcement to make a positive impact on reducing serious injuries and fatalities on Illinois roadways. The goals of these enforcement grants are to save lives and reduce injuries resulting from motor vehicle crashes caused by impaired driving, improper seat belt usage, distracted driving, and speeding.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment (BSPE 411) of the FFY21 application packet for NOFO 21-0343-03. The funding shall be used as per the agreed upon budget pending the FFY21 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Allowable costs are located in 23 CFR Part 1300 Uniform Procedures for State Highway Safety Grant Programs.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. Such will be documented when submitting the BSPE 205 Local/ State Mobilizations Data Collection form per directions in Exhibit B. The funding shall be issued as per the agreed upon budget pending the FFY21 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need updated to better fit the needs of the Grantee after the commencement of the grant agreement. The Grantee is not eligible to receive indirect costs unless requested in the application and is eligible for a provisional rate as listed in the budget of this grant agreement. Grantees receiving indirect cost rates must adhere to appropriate protocol or may be subjected to the information listed in Article XXVI subsection 26.13 of this grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and are funded on a reimbursement basis per the requirements set forth in Exhibit C of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested prior to the execution of this Agreement and has been issued provisionally or finalized).

EXHIBIT B
DELIVERABLES OR MILESTONES

I. The Grantee shall submit the BSPE 205 Local/State Mobilizations Data Collection form within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Local/State Mobilizations Data Collection form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Memorial Day; Independence Day; and Labor Day. The information in the BSPE 205 Local/State Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Local/State Mobilization Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov.

II. The Grantee shall adhere to the following for STEP grant funding:

(a) Conduct at least six (6) and up to 52 enforcement campaigns. All impaired driving patrols must have a primary emphasis on increased enforcement of impaired driving laws and secondary enforcement emphasis on speed, occupant protection and distracted driving laws. All occupant protection patrols must have a primary emphasis on increased enforcement of occupant restraint laws and secondary enforcement emphasis on impaired driving laws, speed and distracted driving laws. All speeding patrols must have a primary emphasis on increased enforcement of speeding laws and secondary enforcement emphasis on impaired driving, occupant protection and distracted driving laws.

(b) Each STEP enforcement campaign, whether holiday or additional enforcement, must:

(i) Conduct pre-enforcement activities including but not limited to: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel.

(ii) Complete campaign activities. Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be spread out over the enforcement campaign period during times of high crash incidence.

(iii) Send post-enforcement news releases to highlight campaign effectiveness including but not limited to: number of citations written and hours patrolled.

(iv) Obtain and collect data from enforcement campaign. Report this information on the BSPE 205 Local/State Mobilizations Data Collection form. The BSPE 205 Local/State Mobilizations Data Collection form is due for collection on the date listed for the specific campaign on the enforcement campaign calendar. For additional campaigns, the report is due within two (2) weeks or fourteen (14) calendar days after the completion of each campaign and shall be submitted via email to DOT.BSPEDATA@illinois.gov.

III. The grants funding opportunities under NOFO 21-0343-03 are funded by NHTSA.

Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to STEP grant funding. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

IV. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article XIII and Article XIV in this agreement.

The specifics for reporting the BoBS 2832- whether quarterly or monthly- are listed in Exhibit G of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

Quarterly reports are due no later than 5:00 p.m.. on: January 30, 2021; April 30, 2021; July 30, 2021; and the final report on October 30, 2021. Quarterly reports will consist of: Quarter 1 (October 1, 2020- December 31, 2020 due January 30, 2021); Quarter 2 (January 1, 2021- March 1, 2021 due April 30, 2021); Quarter 3 (April 1, 2021- June 30, 2021 due July 30, 2021); and Quarter 4 (July 1, 2021- September 30, 2021 due October 30, 2021). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the October 1, 2020 federal fiscal year start date. In the event that an Agreement is not fully executed until after October 1, 2020, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

Monthly reports are due no later than 5:00 p.m. on: November 30, 2020; December 30, 2020; January 30, 2021, March 2, 2021; April 30, 2021; May 30, 2021; June 30, 2021; July 30, 2021; August 30, 2021; September 30, 2021; October 30, 2021. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2020 due November 30, 2020; November 2020 due December 30, 2020; December 2020 due January 30, 2021; January 2021 due March 2, 2021; February 2021 due March 30, 2021; March 2021 due April 30, 2021; April 2021 due May 30, 2021; May 2021 due June 30, 2021; June 2021 due July 30, 2021; July 2021 due August 30, 2021; August 2021 due September 30, 2021; and September 2021 due October 30, 2021. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

V. Requirements for Mandatory Campaigns

(a) Participation in the following holiday campaigns:

• Thanksgiving (Occupant Protection)
• Christmas/New Year's (Impaired Driving)
• St. Patrick's Day (Impaired Driving)
• Memorial Day (Occupant Protection)
• Independence Day (Impaired Driving)
• Labor Day (Impaired Driving)

(i)Occupant protection enforcement requires a minimum of 50 percent of overall patrol hours be conducted between 6:00 p.m. and 6:00 a.m. Patrol hours may be extended providing pre-approval is given by the assigned IDOT Safety Grant Administrator (GA).

(ii) Impaired driving patrol hours must occur between 6:00 p.m. and 6:00 a.m.

• However, impaired driving patrol hours may be extended providing pre-approval is given by the assigned IDOT Safety Grant Administrator (GA).

• Officers participating in grant-funded DRE call outs must provide prior to working the detail, proof of his/her current DRE Certification. Officers participating in grant-funded Daytime Impaired Driving Patrols must provide prior to working the detail, proof of either his/her current DRE Certification or proof of completion of ARIDE training.

• Additionally, daytime patrol hours can be conducted BY ARIDE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m. providing pre-approval is given by the assigned IDOT Safety Grant Administrator (GA).

• All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB approved refresher course. To satisfy this requirement, officers must complete an ILETSB accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

(iii) For each and all campaigns completed, the agency must:

• Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.

• Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.

• Obtain and collect data from campaign. Report this information on the BSPE 205 form.

• Overtime traffic enforcement shall be provided for the specified hours spread throughout the enforcement period with an emphasis on impaired driving, occupant restraint, illegal use of an electronic device, and/or speeding laws.

• Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.

• The applicant agency may be asked to participate in promotional events and regional meetings at the request of BSPE.

(VI) Optional Enforcement Campaigns

(a)Agencies may participate in any or all of the following campaigns. Please see the BSPE 411 for a breakdown.
i. Halloween
ii. Super Bowl
iii. Distracted Driving
iv. Child Passenger Safety

(VII) Additional Enforcement Campaigns

(a) Agencies can only conduct additional enforcement outside of the mandatory and optional campaigns. The only exception to this rule is for the month of April. This is due to the Distracted Driving Campaign being the entire month.

(b) Agencies will only be able to complete one type of additional enforcement per month with a maximum of four months per enforcement type (OP, ID, Speed). Agencies will designate additional enforcement campaign months in application attachment (BPSE 411) on page 4. This is an estimation of when your agency will be conducting additional enforcement campaigns. The maximum number of additional enforcement details is 12 per year. Designated additional enforcement campaign months can be changed based on need with Safety Grant Administrator's approval.

(c) Agencies shall submit only one BSPE 500 claim and one BSPE 205 for the entire month of additional enforcement. BSPE 500 and BSPE 205 shall be submitted within two weeks of the end of the month where work was completed.

(i) Impaired Driving (Additional Enforcement)

Impaired driving patrols must occur between 6:00 p.m. and 6:00 a.m. Daytime patrol hours can be conducted BY ARIDE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m. Additional hours may be utilized for DRE call outs providing pre-approval is given by the assigned IDOT Safety Grant Administrator (GA).

All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

(ii) Occupant Protection (Additional Enforcement)
Occupant protection patrols require a minimum of 50 percent of patrol hours be conducted between 6:00 p.m. and 6:00 a.m. Justification for this patrol exception must be given in writing prior to undertaking patrols during this alternate time-frame.

(iii) Speeding (Additional Enforcement)
Speeding patrols can be conducted at any time outside of the scheduled holiday campaign in their designated months.

EXHIBIT C
PAYMENT

Grantee shall receive $93,316.00 under this agreement.

Enter specific terms of agreement here:

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/ Responsibilities in Exhibit A, Project Description.

If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased, the Department may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement.
Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement and final reports are due to the Bureau of Safety Programs and Engineering by Monday, November 1, 2021 following the grant period. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement approval date is the responsibility of the Grantee.

The Grantee must submit any claims for reimbursement for allowable expenditures along with all supporting documentation to the Grantor no later than 5 p.m. on Monday, November 1, 2021 in order to receive reimbursement.

(a) Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor at:

Illinois Department of Transportation
Bureau of Safety Programs & Engineering
2300 Dirksen Parkway, Room: 005
Springfield, IL 62764

II. All claims and supporting documents shall be signed by an authorized representative of the Grantee.

(a) The claim must include:
(i) The Agreement Number.
(ii) Requests for reimbursement must be requested on the Grantor's designated form.
(iii) Back up documentation, which may include invoices and receipts for expenditures must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor contact listed in Exhibit D of this Agreement reviews and checks:
(i) Mathematical accuracy of the claim.
(ii) That requested reimbursement is consistent with items included in the approved budget.
(iii) That total amount requested for reimbursement is proportional to total amount budgeted.
(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.
(v) Completion of the work.
(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit D of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected claim by the Grantee.
(c) The assigned Grantor contact listed in Exhibit D of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until any revisions are approved by the Grantee in writing.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

VI. Indirect Cost Rate Eligibility

(a) Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language in this grant agreement.

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

i. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA); If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.

ii. The Grantee is eligible to receive a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

iii. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

(c) The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the grant year.

i. If the Grantee provisional rate is finalized at a higher rate, the grantee can request an amendment to the agreement. If there is funding available, it will be at the discretion of the Department to allow the higher rate.

ii. Rates finalized at a lower rate than the provisional rate shall result in the Grantor issuing an amendment to this agreement to lower the provisional rate to the finalized rate.

iii. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

iv. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the GRANTOR may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the GRANTOR will issue a recollection statement to the GRANTEE.

(d) The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXVI subsection 26.13 of this grant agreement.

(e) The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Exhibit C subsection VI of this agreement.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Santita Nunn

Title: Safety Grant Administrator

Address: 2300 S. Dirksen Parkway, Room 005, Springfield, IL 62764

Phone: 217-524-4167

TTY#: N/A

Fax#: N/A

Email Address: Santita.Nunn@illinois.gov

GRANTEE CONTACT

Name: Nicholas Pecora

Title: Chief of Police

Address: 33 S. Arlington Heights Road, Arlington Heights, IL 60005

Phone: 847-368-5300

TTY#: N/A

Fax#: N/A

Email Address: npecora@vah.com

Additional Information:

N/A

EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall:

I. Improve highway safety through increased enforcement and media campaigns. The STEP enforcement program shall run from October 01, 2020 - September 30, 2021 pending the FFY21 federal and FY21 state budgets, amounts, and dates. The Grantee shall submit the BSPE 205 Local/State Mobilization Data Collection form. The BSPE 205 Local/State Mobilization Data Collection form must be submitted within two (2) calendar weeks or fourteen (14) calendar days from the completion of each campaign. All BSPE 205 Local/State Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov.

II. The grants funding opportunities under NOFO 21-0343-03 are funded by NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. This accounting system shall be used in the quarterly reports to include information concerning monetary performance measures as it relates to the final approved budget. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

III. Respond to inquiries and/or requests by the assigned Grantor contact listed in Exhibit D of this Agreement and any authorized agent of the Grantor:

(a) Respond within a maximum of five (5) business days.

(b) Send all required documentation to DOT.TSgrants@illinois.gov or the email of the assigned Grantor contact listed in Exhibit D of this Agreement.

(c) Alert Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, and any authorized agent of the Grantor to any issue with accessing, retrieving, securing, procuring, or otherwise establishing necessary documentation as inquired or requested by the Grantor within a maximum of five (5) business days.

(i) Official documentation of any and all issues must be submitted to DOT.TSgrants@illinois.gov or the email of the assigned Grantor contact listed in Exhibit D of this Agreement.

IV. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

V. Desired Performance Outcomes by Enforcement Type:

(a) Occupant Protection
(i) A minimum of one (1) traffic citation for every 60 minutes of patrol.
(ii) Thirty (30) percent should be for occupant protection violations. Front and back seat child and adult occupants.

(b) Impaired Driving
(i) A minimum of one (1) traffic citation for every 60 minutes of patrol.
(ii) A minimum of one DUI arrest for every fifteen (15) hours of patrol.

(c) Speeding
(i) A minimum of two (2) traffic citations for every 60 minutes of patrol.
(iii) Fifty (50) percent should be for speeding-related violations.

(d) Distracted Driving
(i) A minimum of two (2) traffic citations for every 60 minutes of patrol.
(ii) Fifty (50) percent should be for distracted driving violations.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

I. Increased program utilization as described in the Attachment (BSPE 411) of the application packet for NOFO 21-0343-03.

II. Electronic submission of the BSPE 205 Local/State Mobilization Data Collection form to DOT.BSPEDATA@illinois.gov within two (2) calendar weeks or fourteen (14) calendar days of the completion of each campaign.

III. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

IV. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed.

This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

(a) The Grantee shall generate and maintain invoices, implementation plan documents and materials and all other related documents including, but not limited to, email and mail correspondence in addition to other materials as listed in this Agreement.

(b) The Grantee may file accurate quarterly advance pay requests no sooner than thirty (30) days prior to the start of the quarter for which an advance is requested. Approval of advance pay request will be determined by Grantor and may be denied.

(c) The Grantee shall file accurate documentation to be compliant with Exhibits B and E in this Agreement.

V. Requirements concerning officers or deputies on hire back for STEP enforcement shall include:

(a) Daily instructions shall be given at roll call outlining program objectives and enforcement performance measurements.

(b) Local agencies shall utilize only Illinois Law Enforcement Training and Standards Board (ILETSB) certified police officers or deputies for the overtime enforcement.

(c) All officers or deputies conducting grant-funded, alcohol-related enforcement patrols under this Agreement must be trained in the Standardized Field Sobriety Test (SFST).

(i) Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ ILETSB-approved refresher course.
(ii) To satisfy this requirement, officers and deputies must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training.
(iii) These courses must be taught by certified SFST instructors.
(iv) A Grantee may provide in-house training for its own officers or deputies conducted by officers from the same agency, provided the trainer is a certified SFST instructor. Officers or deputies may also attend training at an agency other than their own as long as the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers or deputies who completed the training must be sent to the ILETSB. Upon request, the Grantee must be able to produce verification of compliance with this requirement.

VI. Requirements concerning STEP enforcement shall include:

(a) Hire back traffic enforcement shall be provided for the specified hours spread throughout the enforcement period with an emphasis on impaired driving, occupant restraint, and/or speeding laws.

(b) Officers are permitted and encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations such as: DUI; other alcohol-related offenses; failure to wear seat belt and/or properly restrain a child; speeding; or illegal use of an electronic device.

VII. Requirements concerning distribution of public information and/or media:

(a) The Grantor will provide materials to assist the Grantee in preparing public information campaigns and news releases.

(b) The Grantee must be prepared to participate in promotional events at the request of the Grantor.

(c) Adhere to requirements set forth in Exhibit B in subsection II and subsection III of this Agreement.

(d) Adhere to media requirements set forth in Section III in subsection III of this Agreement.

VIII. All required forms shall be submitted in accordance with this Agreement.

EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.
These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).
Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form QUARTERLY.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Fiscal And Administrative:

I. Financial and Regulatory Reporting (2 CFR 200.327)

Conditions:
Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.
Corrective Action:
Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one (1) year.

Programmatic:
No Specific Condition were identified.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at $100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $100,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $3,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for $50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($5,000- $9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s)of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the 10/01/2020 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 12/31 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

☒ **Renewal.** This Agreement may not be renewed.

N/A

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

I. Cost records and accounts pertaining to the work covered by this agreement shall be kept available for inspection for a period of time following the date of final reimbursement payment. Copies of such records shall be made available upon request to the Grantor's FOIA Officer by emailing DOT.FOIAOfficer@illinois.gov.

II. The GRANTEE shall abide by conditions set forth by IDOT:

(a) Seat Belt Policy. The GRANTEE shall have in place or establish a department seat belt policy that assures the safety of all personnel by requiring every person, regardless of seating position, to wear at all times a properly adjusted seat belt in all vehicles owned, leased, or rented by the department. This also applies to the operation of privately owned or other vehicles if used on-duty. Due to the police exemption it is insufficient to simply state, "...In accordance with the Illinois Mandatory Seat Belt Law (625 ILCS 5/12-603.1)". A copy of the seat belt policy must be provided to the GRANTOR and also be retained locally in the project file and available for review.

(b) GRANTEE expenditures in the STEP program will be used to meet the Benefit to Local requirement set forth by NHTSA.

(c) Enforcement grantees will conduct continual enforcement throughout patrols and officers leaving their safety patrol to aid operations outside of the grant is not permitted to be paid as part of the grant. This time must be noted in the claim.

(d) Any program income collected during the year must be approved by IDOT and expended during the life of this grant and within the parameters.

(e) Policy on Media Materials. All forms of media, including but not limited to, printed materials, scripts for trainings and public service announcements, and/or interview talking points, must be approved by the GRANTOR prior to any media campaigns whether voluntary or program-required. The GRANTEE shall submit all media electronically to the GRANTOR Contact listed in Exhibit D of this Agreement. Failure to submit media for approval prior to the media campaign shall result in forfeiture of monetary reimbursement for any and all unapproved media. All media must be submitted a minimum of two (2) weeks prior to the start of the media campaign.

III. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at whttp://www.idot.illinois.gov/transportation-system/safety/grants/index. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

i. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

ii. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

iii. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

iv. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/ agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and

v. To insert this clause, including paragraphs (i) through (v), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(h) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

(m) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary
STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.

B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). ***Note:*** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. ***Note:*** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). ***Note:*** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. ***Note:*** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide ost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.

2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:

   a. The specific costs or contributions by budget category;
   b. The source of the costs or contributions; and
   c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.

4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.

5. Provide other explanations or comments you deem necessary.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: Village of Arlington Heights

Notice of Funding Opportunity (NOFO) Number: 21-0343-03

Data Universal Number System (DUNS) Number (enter numbers only) : 072318629

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

Section A: State of Illinois Funds

Fiscal Year: FFY21

REVENUES			**Total Revenue**
State of Illinois Grant Requested		$	93,316.00
Budget Expenditure Categories	**OMB Uniform Guidance Federal Awards Reference 2 CFR 200**		**Total Expenditures**
1. Personnel (Salary and Wages)	200.430	$	93,316.00
2. Fringe Benefits	200.431	$	
3. Travel	200.474	$	
4. Equipment	200.439	$	
5. Supplies	200.94	$	
6. Contractual Services and Subawards	200.318 & 200.92	$	
7. Consultant (Professional Service)	200.459	$	
8. Construction		$	
9. Occupancy (Rent and Utilities)	200.465	$	
10. Research and Development (R&D)	200.87	$	
11. Telecommunications		$	
12. Training and Education	200.472	$	
13. Direct Administrative Costs	200.413 (c)	$	
14. Miscellaneous Costs		$	
15. A. Grant Exclusive Line Item(s)		$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	$	93,316.00
17. Total Indirect Costs	200.414	$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE**		$	93,316.00

Instructions found at end of document.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Arlington Heights NOFO Number: 21-0343-03

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: ________ %

☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: ________ To: ________ Approving Federal or State Agency: ________

Indirect Cost Rate: ________ % The Distribution Base Is: ________

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Arlington Heights NOFO Number: 21-0343-03

Section B: Non-State of Illinois Funds Fiscal Year: FFY21

REVENUES			**Total Revenue**
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		$	
c) Non-Cash		$	
d) other Funding and Contributions		$	
Total Non-State Funds (lined b through d)		$	

Budget Expenditure Categories	**OMB Uniform Guidance Federal Awards Reference 2 CFR 200**		**Total Expenditures**
1. Personnel (Salaries and Wages)	200.430	$	
2. Fringe Benefits	200.431	$	
3. Travel	200.474	$	
4. Equipment	200.439	$	
5. Supplies	200.94	$	
6. Contractual Services and Subawards	200.318 & 200.92	$	
7. Consultant (Professional Services)	200.459	$	
8. Construction		$	
9. Occupancy (Rent and Utilities)	200.465	$	
10. Research and Development (R&D(	200.87	$	
11. Telecommunications		$	
12. Training and Education	200.472	$	
13. Direct Administrative Costs	200.413 (c)	$	
14. Miscellaneous Costs		$	
15. A. Grant Exclusive Line Item(s)		$	
15. B. Grant Exclusive Line Item(s)		$	
16. Total Direct Costs (add lines 1-15)	200.413	$	
17. Total indirect Costs	200.414	$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE**		$	

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Arlington Heights   NOFO Number: 21-0343-03

Data Universal Number System (DUNS) Number (enter numbers only) : 072318629   Fiscal Year: FFY21

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343   CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Arlington Heights	Arlington Heights Police Department
Institution/Organization Name:	Institution/Organization Name:
Assistant Finance Director	Chief of Police
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Mary Ellen Juarez	Nicholas A Pecora Jr.
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive $30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable: Sub-recipient DUNS: 072318629		Sub-recipient Parent Company DUNS:	
Sub-recipient Name: Village of Arlington Heights			
Sub-recipient DBA Name: Arlington Heights Police Department			
Sub-recipient Street Address: 200 S. Arlington Heights Rd			
City: Arlington Heights	State: IL	Zip-Code: 60005	Congressional District: 10th
Sub-recipient Principal Place of Performance: Arlington Heights Police Department			
City: Arlington Heights	State: IL	Zip-Code: 60005	Congressional District: 10th
Contract Number (if known): HS-21-0041	Award Amount: $93,316.00	Project Period: From: Oct 1, 2020	Project Period: To: Sep 30, 2021
State of Illinois Awarding Agency and Project Detail Description: Step Grant			

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☒ If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☐ No ☐ If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) *(2 CFR 200.430)*

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project . Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
Hireback of Police Officers		$82.00	Hourly	100 %	1,138	$93,316.00	Add Delete
					State Total	$93,316.00	
				%			Add Delete
					NON-State Total		
					Total Personnel	$93,316.00	

Personnel Narrative (State):

Officer hireback for STEP Grant not to exceed $93,316.00.

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")

2). Fringe Benefits *(2 CFR 200.431)*

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add Delete
			State Total		
			%		Add Delete
			Non-State Total		
			Total Fringe Benefits		

Fringe Benefits Narrative (State):
Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")

3). Travel *(2 CFR 200.474)*

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add Delete
					State Total		
							Add Delete
					NON-State Total		
					Total Travel		

Travel Narrative (State):
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)

4). Equipment *(2 CFR 200.439)*

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add Delete
		State Total		
				Add Delete
		Non-State Total		
		Total Equipment		

Equipment Narrative (State):
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")

5). Supplies *(2 CFR 200.94)*

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
				Add Delete
		State Total		
				Add Delete
		Non-State Total		
		Total Supplies		

Supplies Narrative (State):
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")

6). Contractual Services *(2 CFR 200.318)* & **Subawards** *(200.92)*

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards.** Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add Delete
State Total		
		Add Delete
Non-State Total		
Total Contractual Services		

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")

7). Consultant Services and Expenses *(2 CFR 200.459)*

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
				NON-State Total		
				Total Consultant Services (Fees)		

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
					State Total		
							Add Delete
					NON-State Total		
					Total Consultant Expenses		

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add Delete
	State Total		
			Add Delete
	Non-State Total		
	Total Construction		

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

9). Occupancy - Rent and Utilities *(2 CFR 200.465)*

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE**: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
				NON-State Total		
				Total Occupancy - Rent and Utilities		

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")

10). Research & Development (R&D) *(2 CFR 200.87)*

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
	State Total		
			Add Delete
	Non-State Total		
	Total Research and Development		

Research and Development Narrative (State):
Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
				NON-State Total		
				Total Telecommunications		

Telecommunications Narrative (State):
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")

12). Training and Education *(2 CFR 200.472)*

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
				NON-State Total		
				Total Training and Education		

Training and Education Narrative (State):
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")

13). Direct Administrative Costs *(2 CFR 200.413 (c))*

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
					State Total		
				%			Add Delete
					NON-State Total		
					Total Direct Administrative Costs		

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
				NON-State Total		
				Total Other or Miscellaneous Costs		

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: ______________________________

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
				NON-State Total		
				Total Grant Exclusive Line Item		

Grant Exclusive Line Item Narrative (State):
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item | Delete Grant Exclusive Line Item

16). Indirect Cost *(2 CFR 200.414)*

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add Delete
		State Total		
				Add Delete
		Non-State Total		
		Total Indirect Costs		

Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	$93,316.00		$93,316.00
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	$93,316.00		
Non-State Amount			
TOTAL PROJECT COSTS			$93,316.00

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Village of Arlington Heights

Data Universal Number System (DUNS) Number (enter numbers only) : 072318629

Notice of Funding Opportunity (NOFO) Number: 21-0343-03

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

Fiscal Year(s): FFY21

Initial Budget Request Amount: $93,316.00

Prior Written Approval for Expense Line Item: N/A

Statutory Limits or Restrictions: N/A

Checklist: N/A

Final Budget Amount Approved: $93,316.00

STATE USE ONLY

Program Approval Name	Program Approval Signature	Date

STATE USE ONLY

Fiscal & Administrative Approval Name	Fiscal & Administrative Approval Signature	Date

Budget Revision Approved: ______________________

STATE USE ONLY

Program Approval Name	Program Approval Signature	Date

STATE USE ONLY

Fiscal & Administrative Approval Signature	Fiscal & Administrative Approval Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Village Board
9/21/2020

Item: Resolution - Class 7c Commericial Urban Relief Eligibility Incentive - 3400 W Euclid Ave

Department: Planning/Legal

First Ascent LLC is requesting Village approval for a Cook County Class 7c Property Tax Classification relative to 3400 W. Euclid Avenue, consisting of two parcels of property. The site has been vacant since 2009 when the CoCo Key Waterpark permanently closed. The property tax abatement in question would apply to the renovation of the approximately 42,000 square foot facility into a destination rock/wall climbing and fitness facility.

In order for the petitioner to renovate the building, a Class 7c property tax abatement is being requested. The Class 7c incentive applies to commercial properties whereas the 6b is designated for industrial users. Additionally, the Class 7c incentive lasts only five years, with only one renewal opportunity, whereas the 6b lasts 12 years with no existing cap on number of renewals.

The Village's guidelines for Class 7c applicants are based upon employing at least 50 workers, showing financial benefit to the Village, and commitment to providing 10% of their property tax savings over the first five years towards the Arlington Heights Zero Interest Loan program. Additionally, in 2018, the Village approved an amended PUD for the Arlington Downs development, which included a special use for First Ascent at this site (Ord. #18-019). Planning & Community Development staff have been working with First Ascent and the current property owner over the past year to assist in moving this entertainment venue forward, and the Class 7c approval is critical to the financing of the redevelopment.

Per the incentive application, First Ascent would employ five full-time and 55 part-time workers at this property upon opening. Plans would be to add 15 more part-time employees by Year 5. The applicant anticipates having a positive financial impact on the Village in the following regards:

- Following the incentive period, the property will generate $160,000 more in annual property taxes than if it were to remain vacant.
- The Village would get approximately $5,000 in sales taxes from First Ascent

on an annual basis.

- Residual sales taxes, and food & beverage taxes, will come from customers that stay in Arlington Heights to dine, shop, buy gas, and so forth.
- The reuse of a property that has been vacant for over a decade.
- Potential generation of the next phase of development at Arlington Downs, bringing in further sales taxes, food & beverage taxes, and property taxes to the community.
- Agreeing to provide the Village with 10% of their property tax savings over the first three years of the abatement in order to help fund the Zero Interest Loan program or other economic development programs as needed.

The County requires that the application meet four eligibility factors as well:

1. A real estate tax analysis verifying stagnation or a reduction in EAV during three of the past six years.
2. Evidence of vacancy and marketing efforts, and three years of income tax statements.
3. Verification of the "but for" clause (i.e. development would not occur but for the incentive) and economic feasibility following the incentive period.
4. Certification of increased tax revenue and employment.

Equalized assessed value was stagnant from 2016-2018. Income tax statements were provided. The applicant has expressed that, but for the abatement, it would not be financially feasible to undertake this construction. And as stated above, increased tax revenue is shown through increases in property, sales, and food & beverage taxes, both direct and indirect.

The developer is looking to bring a destination fitness concept to Arlington Heights which offers a primary amenity (rock climbing and wall climbing) that would differentiate itself from other Arlington Heights fitness users. The Class 7c incentive would allow for the development of First Ascent, creating additional employment and tax-generating opportunities.

RECOMMENDATION:

It is recommended that a Resolution for the property at 3400 W Euclid Avenue to participate in the Cook County Class 7c Commercial Urban Relief Eligibility Incentive, be approved.

ATTACHMENTS:

Description	**Type**
Cook County Class 7c - 3400 W Euclid Ave	Resolution
Application Summary - 3400 W Euclid Ave	Exhibits

A RESOLUTION APPROVING CERTAIN PROPERTY TO PARTICIPATE IN THE COOK COUNTY CLASS 7c COMMERCIAL URBAN RELIEF ELIGIBILITY INCENTIVE

WHEREAS, the President and Board of Trustees of the Village of Arlington Heights has reviewed the Cook County Commercial Urban Relief Eligibility - Incentive Classification Initial Questionnaire (IC-IQ) for Class 7c property tax status from the applicant, First Ascent LLC, for the property located at 3400 W Euclid Ave, Arlington Heights, Illinois ("Subject Property"); and

WHEREAS, President and Board of Trustees of the Village of Arlington Heights have reviewed the Incentive Cook County Assessor's Classification Initial Questionnaire (IC – IQ) in connection with the Applicant's proposed commercial development at the Subject Property; and

WHEREAS, the applicant has proven that the four eligibility factors of the Cook County Real Property Assessment Classification Ordinance for a Class 7c Incentive are present and has satisfactorily demonstrated that the area is in need of commercial development; and

WHEREAS, the Village of Arlington Heights consents to and supports the application of First Ascent LLC for a Class 7c property tax abatement for the Subject Property; and

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

SECTION ONE: That the applicant, First Ascent LLC, located at 3400 W Euclid Ave, Arlington Heights, Illinois, and legally described as Exhibit A, attached hereto and made a part hereof, is approved for participation in the Cook County Class 7c Commercial Urban Relief Eligibility Incentive and the Village of Arlington Heights hereby supports and consents to said property receiving Class 7c status from the Cook County Assessor and finds that a Class 7c is necessary for development to occur on the Subject Property.

SECTION TWO: The Village Clerk is hereby authorized and directed to file a certified copy of this Resolution with the Cook County Assessor.

SECTION THREE: This Resolution 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 21st day of September, 2020.

ATTEST: ______________________________
Village President

____
Village Clerk

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1:

LOT 2A IN ARLINGTON DOWNS TWO, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN ARLINGTON DOWNS, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST 1 / 4 OF SECTION 25 AND PART OF THE NORTHEAST 1/ 4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARLINGTON DOWNS TWO, RECORDED OCTOBER 25, 2013 AS DOCUMENT 1329839038, EXCEPTING THEREFROM THE FOLLOWING;

THAT PART OF LOT 2A, BOUNDED AND DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2A IN SAID ARLINGTON DOWNS TWO; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE NORTHWEST CORNER OF LOT 1 A, BEING ALSO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 2A, 60.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LAST DESCRIBED SOUTH LINE, 178.67 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 05 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE WEST LINE OF SAID LOT 2A, 299.34 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 2A; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST, ALONG SAID LAST DESCRIBED NORTH LINE, 238.67 FEET TO THE NORTHWEST CORNER OF LOT 2A AFORESAID; THENCE SOUTH 00 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2A, 281.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, DRIVEWAYS, PARKING, UTILITIES AND SIGNS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS MADE BY ARLINGTON DEVCO, LLC RECORDED JUNE 12, 2013 AS DOCUMENT NUMBER 1316322014.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR PARTY WALL AS DISCLOSED BY DECLARATION OF EASEMENTS FOR PARTY WALL AGREEMENT MADE BY ARLINGTON DEVCO, LLC RECORDED JUNE 12 2013 AS DOCUMENT NUMBER 1316322016.

Street Address: 3400 West Stonegate Boulevard, Arlington Heights, IL
PIN Numbers: 02-26-201-030-0000
02-25-100-036-0000

THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

The review for determination of support for a Cook County Class 7c Property Tax abatement for the property identified as 3400 W. Euclid Avenue will be conducted as follows:

I. Item by item review as per Village Procedures and Application Form

II. Synopsis of application

III. Correlation of application to Comprehensive Plan

IV. Correlation of application to zoning

V. State of economy of industry making application

VI. Site visit summary

VII. Site specifics of property requesting abatement

VIII. Relationship of property tax abatement goals to application

IX. Relationship of Village guidelines to application

X. Finance Department review

XI. Adherence to Zero Interest Loan program / economic program requirements

XII. Department of Planning and Community Development recommendation

This particular approach is being utilized so as to provide ease to Village Administration and Trustees with the review of the application submitted. It is hoped that this method will encourage a realistic understanding of the application and relationship of such to the community and local economy.

I. Review Item by Item of Application

A) INTRODUCTION: Complete. Applicant asserts that computations are to the best of its knowledge based on current value.

B) PROPERTY DESCRIPTION: Complete. Submitted as Exhibit A.

C) IDENTIFICATION OF PERSONS: Complete. Submitted as Exhibit D.

D) PROPERTY USE: Complete. Submitted as Exhibits E, F, G, and H.

E) TRAFFIC: Complete. Approximately 375 automobiles and 1-2 trucks will enter/exit the facility on a daily basis. Euclid Avenue and Rohlwing Road will be the main routes of ingress and egress. Per the parking analysis of the site as part of approved PUD/special use ordinance #18-019 and administratively approved as being in substantial compliance, reuse of the building as a climbing facility combined with future commercial development.

F) EVIDENCE OF NEW CONSTRUCTION: Complete. The applicant is renovating a former waterpark into an indoor rock and wall climbing fitness use. All but about 3,500 square feet of the 42,000 square feet of currently vacant space will be renovated to accommodate the business. The remaining unused space is planned to be used as office space. The estimated cost for the land purchase and site improvements is approximately $4.5 million. Submitted as Exhibit J.

G) EMPLOYMENT OPPORTUNITIES: Complete. The tenant expects to employ around 60 workers at opening, five of these being full-time. By the end of the life of the Class 7c, the owner anticipates the business to add 15 part-time positions. The applicant meets the minimum number of total employees per the Village's application requirements (50 workers) and therefore is asking for an exemption from this requirement. Submitted as Exhibit K.

H) FINANCIAL INFORMATION: Complete. Submitted as Exhibit L.

I) FISCAL EFFECT: Complete. Submitted as Exhibit M.

J) OTHER INDUCEMENTS: Complete. No other inducements requested. Submitted as Exhibit N.

K) JUSTIFICATION: Complete. Submitted as Exhibit O.

L) TAX BILLS: Complete and submitted as additional attachment.

M) EAV INFORMATION: Complete. Data showing decline in EAV in at least three of past six years provided. Submitted as Exhibit P.

N) CERTIFICATION OF "BUT FOR" REQUIREMENT: Complete. Justification provided. Submitted as Exhibit O.

O) TAX REVENUE AND EMPLOYMENT PROJECTIONS: Complete. Submitted as exhibits K and M.

P) COMPLETED IC-IQ QUESTIONNAIRE: Complete. County "Incentive Classification – Initial Questionnaire" submitted as additional attachment.

II. Synopsis

Applicant wishes to obtain a Cook County Class 7c Property Tax Classification for 3400 W. Euclid Avenue. The Class 7c classification is designed to encourage commercial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures, and the commercial reutilization of abandoned buildings. The goal of the Class 7c designation is to stabilize and increase commercial property values, incentivize viable and timely commercial projects, and increase employment opportunities.

The site has never been approved for a Class 7c tax abatement. With approval, the new construction would be assessed at 10% for the next three years, before rising to 15% in the fourth year, and 20% in the fifth and final year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. Barring the approval of an incentive renewal, the property would return to paying the standard 25% assessment after the fifth year. In the absence of this incentive, commercial real estate would normally be assessed at 25% of its market value.

Eligibility Requirements
Real estate is eligible for Class 7c status under the following conditions:

1. The property's assessed value, equalized assessed value, or real estate taxes, have declined or remained stagnant in three of the past six years.
2. There is either: (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. Certification that the development/redevelopment/rehabilitation would not occur "but for" the incentive and that the project will be economically feasible at the conclusion of the incentive.
4. Evidence that the project will result in increased tax revenue and employment opportunities at the property.

The applicant wishes to obtain a Cook County Class 7c Property Tax classification. The Class 7c application was formally submitted on September 4, 2020. Additionally required information has been sent over the ensuing weeks.

III. Correlation of Application to Comprehensive Plan

The General Comprehensive Plan indicates that this property is designated for *Mixed Use*. And the Cook County Class 7c incentive is "intended to encourage commercial projects which would not be economically feasible without assistance." A fitness facility is a common element of a mixed-use neighborhood, not only for the area's residents, but also serving as an important anchor to support the planned commercial development for the remained of the approved Arlington Downs development.

IV. Correlation of Application to Zoning

The Zoning Map revised January 1, 2020, designates the relevant parcel as a **B-2 General Business** zoning district. Within this district, health clubs and commercial recreation facilities are permitted. Additionally, a PUD amendment (ordinance #18-019) has already granted Special Use approval for First Ascent to reoccupy this space. Despite this initial approval, the applicant has justified an inability to renovate and reuse the building without a Class 7c designation.

V. State of Economy of Industry Making Application

The applicant wishes to convert the former CoCo Key Waterpark into a First Ascent recreational climbing facility. The building is approximately 42,000 square feet in size, and has been 100% vacant since 2009. The purpose for applying for the incentive is that the business would not be financially viable otherwise, due to the cost of construction and otherwise hefty property taxes during its first few years. The applicant has explained that this would be a destination facility and attract patrons from throughout the Chicago region, which would help support the nearby business community by driving an additional customer base, and further help continue the redevelopment of the Arlington Downs site.

The Village's Class 7c guidelines suggest that the applicant have a minimum employment threshold of 50 employees. First Ascent would employ 60 workers to start. Therefore, the applicant meets this requirement. Over the five-year life of the incentive, the applicant estimates that the property would generate approximately $75,000 more in property taxes in its current vacant state than with the Class 7c designation. However, in the first year following the expiration of the incentive the property is estimated to generate approximately $375,000 in property taxes, which is $160,000 more in just one year than if the site were to continue remain vacant, as it has since 2009.

In other words, the completed fitness facility will easily recoup the five-year property tax reduction due to the incentive, and then some, in just one year. Even with the abatement, the applicant expects the site to generate $972,000 in total property tax revenue from 2021-2025. Furthermore, the fitness user also anticipates generating $25,000 in annual sales taxes as well (the Village would receive approximately 20% of that, or $5,000).

VI. Site Visit

As this represents new construction, and not an existing/relocating business, no site visit was conducted. Planning & Community Development Staff has communicated extensively with representatives of First Ascent prior to 2018, when the special use approvals for their re-occupancy of 3400 W. Euclid were granted, and has continued recruitment efforts to try and help ensure that the project moves forward.

VII. Site Specifics of Property Requesting Abatement

The vacant building at 3400 E. Euclid Avenue is approximately 42,000 square feet. The applicant is applying for a Class 7c property tax abatement that would enable the interior renovation and re-use of the entire facility. This would involve the renovation and re-occupancy of 42,000 square feet of vacant property at an estimated cost of $4.5 million. The site specifics are provided below:

A. Equalized assessed value (EAV) for the property has been stagnant or decreasing in three of the past six years. The EAV remained identical from 2016 through 2018.

B. The property tax rate is expected to be $8.90 per square foot at this property once occupancy is achieved and the abatement period has expired. A similar Lake County property can expect to pay $2.84 per square foot. A Class 7c designation would make the entire property at 3400 W. Euclid Avenue much more competitive at $3.56 per square foot during the first three year of incentive period.

C. The rock climbing facility expects to employ 60 people (five full-time) upon opening, but growing to 75 total workers by Year 5.

By definition, "The purpose of the B-2 district is to provide sites to be used primarily as community shopping centers which serve a large trade area and to include the grouping of more compatible business uses which promote public convenience and business prosperity."

This use meets the definition for an appropriate B-2 operation. Further, it meets the goals of the Arlington Downs development to create a mixed-use environment to serve the residents of Arlington Heights and the greater region as a whole. The business is a commercial enterprise that complies with the mission of the Class 7c designation.

VIII. Relationship of Property Tax Abatement Goals to Application

The initial intent of the County Assessor's revised property tax incentive plan is to encourage new industrial and commercial development within the County. Reacting to slowed development in the commercial and industrial sectors, the Assessor recognized that the property tax rates in Cook County were higher than those of neighboring counties, which were seeing gains in the previously mentioned sectors. The Class 7c Property Tax Abatement program demonstrates an ongoing desire by Cook County officials to maintain their commercial competitiveness with the rest of the Chicago metropolitan region.

In this instance, the abatement would allow for the renovation and re-use of a 42,000 square feet commercial building that has been vacant for over a decade, also creating between 50-75 jobs. Furthermore, it would provide ongoing development at Arlington Downs, further encouraging investment and construction of the remaining commercial and residential sites. Economic impact would be shown in employment growth, an increase in tax revenue, and residual spending at other Arlington Heights businesses from patrons coming outside the community.

In the first year after the expiration of the incentive the property stands to generate an estimated $375,000 in property taxes, which is $165,000 more in than if the site were to remain vacant. In other words, the finished fitness facility will easily recoup the five-year property tax reduction due to the incentive, and then some, in just one year. Even with the abatement, the applicant expects the site to generate $972,000 in total property tax revenue from 2021-2025.

IX. Relationship of Village Guidelines to Application

The Class 7c incentive typically provides a 10% assessment level for the first three years, 15% in the fourth year and 20% in the fifth year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, commercial real estate would normally be assessed at 25% of its market value.

The Class 7c provision requires "real estate used primarily for commercial purposes." This is defined as "any real estate used primarily for buying or selling goods or services, or for otherwise providing goods and services, including any real estate used for hotel and motel purposes."

This incentive is available throughout Cook County, but requires municipal approval prior to County officials granting the abatement. Further, localities may adopt guidelines of their own. These specifications may place restrictions such as minimum number of employees, residency, or square feet of operation.

The Village of Arlington Heights initiated its own guidelines for Class 6b requests in May 1990, modifying them for Class 7c requests in July 2015 (last updated in November 2019). These guidelines require the following:

1. The application fee shall have been paid.

2. The application form shall have been completed with attachments.

3. The business must be a commercial operation for an excess of 51% of the structure's floor space or an excess of 51% of the employees.

4. The business must employ at least 50 individuals during the period when the taxes are abated. The business must, in good faith, make an effort to recruit available job positions to Arlington Heights residents.

5. The application (Section VI, VII, VIII and IX) must show a five-year financial benefit to the Village and no negative effect on any similar Village firm.

Guideline #3 is met by this application as essentially the entire floor space is dedicated to fitness and physical recreation. Guideline #4 is met as fitness facility will employ 60 workers at opening. The applicant is requesting an exemption from this requirement. Guideline #5 is met as the developer is proposing a climbing facility, which is a unique fitness use that does not have direct competition in Arlington Heights.

Additionally, although cumulative taxes generated may potentially see a reduction for the property during the incentive period, the applicant's financial representative estimates that the site will immediately recoup those costs by generating over $165,000 more in property taxes in just the first year alone after the Class 7c expires than if the property were to remain vacant. Furthermore, the applicant anticipates generating $5,000 in local sales tax revenues on an annual basis.

X. Finance Department Review

The Finance Department has reviewed the application and has no objections.

XI. Adherence to Zero Interest Loan Program / Economic Program Requirements

In order to receive approval from the Village of Arlington Heights for the Class 7c tax abatement, the applicant must formally execute an agreement with the Village. This agreement is a commitment to rebate 10% of the applicant's savings from the abatement to the Village over the first three years of the five-year incentive. The savings will be placed in the Zero Interest Loan fund, to be distributed to new or expanding businesses within Arlington Heights that have applied and been approved for such a loan, or to support other economic development activities as approved by the Village Board. The applicant has signed the formal agreement, and is willing to rebate the Village 10% of their property tax abatement savings in order to help the Village enhance its business community.

XII. Department of Planning and Community Development Recommendation

The intent of the Class 7c tax abatement program is to allow participating communities in Cook County to provide an incentive to revitalize stagnant commercial properties within the County. This program permits a property tax abatement by reducing the tax rate for a five-year period provided that a fiscal benefit continues to return to the host community.

The request for tax abatement is recommended for approval. The program is designed to facilitate the ongoing, long-term use of the property, and new investment, at 3400 W. Euclid Avenue. It is imperative that the community continues to demonstrate that it is ready to aggressively assist business development provided that is does not negatively impact the Village's quality of life. However, approval is contingent upon compliance with all Village codes.

The abatement would further benefit the community by adding five full-time jobs and 55 part-time jobs, providing significant property tax revenues, and residual sales tax revenues as well. Furthermore, this would bring a destination fitness and entertainment use that will attract people to Arlington Heights from around the Chicago area, helping provide residual support to other Village businesses while reoccupying a building that has been vacant for over a decade. The Village will see a greater return on property taxes in the first year after the incentive expires, than any tax revenue reduction during the incentive period.

As is always the case with Class 7c property tax abatement requests, the applicant finds Cook County commercial property taxes to be burdensome. An illustrative comparison of Cook County and Lake

County taxes follows. Please note that the market values are only provided as examples to show the tax discrepancy and may not reflect the actual market value of the property when complete:

For use as an EXAMPLE:

	COOK	COOK (W/CLASS 7C)	LAKE
Market Value	$ 5,013,000	$ 5,013,000	$ 5,013,000
Assessment Level	x .25	x .10	x .33
Assessed Valuation	$ 1,253,250	$ 501,300	$ 1,654,290
State Multiplier	x 2.9160	x 2.9160	x 1.0000
Equalized Value	$ 3,654,477	$ 1,461,789	$ 1,654,290
Tax Rate (per $100)	x 10.23%	x 10.23%	x 7.21%*
Taxes	$ 373,853	$ 149,541	$ 119,274

*Note: Based upon comparable Lake County (Kildeer) 2019 property tax rate for vacant commercial property.

Commercial taxes in adjacent counties would be lower than in Cook. With the Cook County 7c abatement, property taxes become more competitive, yet are still 25.4% higher than Lake County taxes in this instance.

The net result of encouraging Class 7c tax abatement incentives will provide for a more aggressive atmosphere for economic development in Arlington Heights than other communities in the six-county region. The developer is proposing a destination fitness and recreation use which would provide a unique amenity for Arlington Heights in its effort to attract out-of-town guests who also support local businesses, contributing to sales taxes and food & beverage taxes. Staff recommends approval of this incentive request.

Village Board
9/21/2020

Item: Renewable Energy Aggregation

Department: Village Managers Office

In September 2019, the Village conducted a one year trial for a Renewable Energy Electric Aggregation Program. The program provides Renewable Energy Credits (RECs) sourced from Wind power generators in the Midwest. The Village purchased RECs to cover 100% of power purchased for all Village Customers. This reduced Greenhouse Gas Emissions equivalent to 369,278,395 miles driven by a passenger vehicle; or likewise, Carbon emissions equivalent to 163,978,334 pounds of coal burned. The current program expires at the December 2020 meter cycle dates; to renew, a contract would need to be executed at this time to achieve the 70 to 80-day regulatory process for continuation.

Under this program, residents and small commercial accounts will receive the benefit of renewable, i.e., "green" energy. The Renewable Energy Aggregation Program provides RECs for the entire Arlington Heights Aggregation Community at zero added cost to the ComEd rate and zero cost to the Village, enabling the Village to be certified as a US EPA Green Power Community. It addresses one of the Board's Strategic Priorities – explore new sustainability initiatives – and achieves an objective of the Metropolitan Mayors Caucus Greenest Region Compact which the Village adopted in 2007. The most efficient Village customers have their power provider switched to the chosen green power provider, and the remainder will remain with ComEd/Exelon. All customers will pay the same rates as ComEd customers. Customers who are chosen to switch to the green power provider are given the opportunity to opt out of the program, if they choose. The savings generated from the efficient customers are used to purchase the RECs and fund the civic contribution.

Under the trial program, the Village received RECs for 100% renewable energy and received a civic contribution of $174,963 to be applied towards green projects in the Village. Those projects are currently on hold given the Covid-19 pandemic and related budgetary challenges, but the funds are still available for use. Staff sought bids once again for this program, enabling us to continue to receive a civic contribution and for electric customers to continue to receive RECS for 100% renewable energy. While there were some roll out difficulties last year, Staff believes that the benefits outweigh the challenges. Staff will work with the provider, and the Village's energy consultant, NIMEC, to mitigate challenges with this year's program. The Village received the following bids:

Annual Civic Contribution*

	100% RECs
Eligo Energy **	$254,957
MC Squared Energy Services	$150,000

*All provider reserve the right to adjust or terminate the civic agreement if less than 20% of customers remain on the plan
**Eligo retains option to move up to 5% of accounts (with notice to residents) every six months

Even though Eligo is proposing a larger civic incentive, Staff is recommending that MC Squared be chosen as the provider for this contract. MC2 has an excellent five star rating in the industry and references indicate that they do an excellent job with customer service and implementation. In order to further reduce implementation issues, Staff also believes entering into a 3 year contract is advised. The civic contributions over three years would total $450,000 when you include the additional $90,000 of initial civic contributions they are looking to include. As with the last time, implementation requires a process that follows several regulatory procedures. Once the Village contracts to re-establish the program with a supplier, the coordination with ComEd takes approximately 70-80 days. The program would begin at December 2020 meter-reading cycles. Staff will be doing public outreach on this effort so that residents understand the program.

RECOMMENDATION

It is recommended that the Village Board accept the proposal from MC Squared to establish a Renewable Energy Aggregation program for a 36 month term, which will provide for the Village to receive 100% RECs for the program term and a Civic Contribution in the amount of $450,000 and to authorize the Village Manager to sign the contract.

Village Board
9/21/2020

Item: Cremation by Water - 11 W. College Dr. - PC#20-011

Department: Planning & Community Development

Requested Action

1. Land Use Variation to allow a “Crematory” within the M-1 Zoning District.

Variations Required

1. Variation to Chapter 28, Section 6.12.2c, to waive the requirement for a traffic and parking analysis by a qualified professional engineer.

RECOMMENDATION

A public hearing was held by the Plan Commission on September 9, 2020 where Commissioner Green moved and Commissioner Jensen seconded:

A motion to recommend to the Village Board of Trustees approval of PC# 20-011, a Land Use Variation to allow a 'crematory' within the M-1 Zoning District, and the following variation:

1. A Variation to Chapter 28, Section 6.12-2C, to waive the requirement for a traffic and parking analysis by a qualified professional engineer.

This recommendation is subject to the following conditions:

1. The Land Use Variation shall apply only to Cremation by Water.

2. The Petitioner shall comply with all federal, state, and Village codes, regulations, and policies.

Roll Call Vote: Commissioners Dawson, Drost, Green, Jensen, Sigalos, Warskow, and Chair Ennes voted in favor. Motion carried.

ATTACHMENTS:

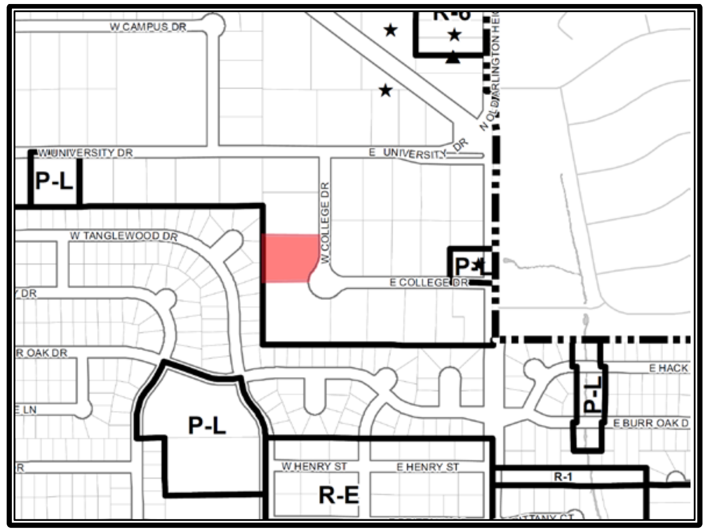
Description	Type
Staff Report	Board or Commission Report
PC Minutes 9-9-20 - DRAFT	Minutes
Aerial	Exhibits
Justification for Land Use Variation	Exhibits
MWRD Determination Letter	Correspondence
Parking Survey	Exhibits
Plat of Survey	Exhibits
Project Narrative	Exhibits
Equipment & Furnishings Plan	Exhibits
Floor Plan	Exhibits
Department Comments - Round 1	Exhibits
Department Comments - Round 1 - Petitioner Response	Exhibits
PC Timeline Tracker	Exhibits

VILLAGE OF ARLINGTON HEIGHTS

STAFF DEVELOPMENT COMMITTEE REPORT

Project Number: *PC 20-011*
Project Title: *Cremation By Water LUV*
Location: *11 W. College Dr. – Unit K*
PIN: *03-08-316-002-0000*

To: *Plan Commission*
Prepared By: *Sam Hubbard, Development Planner*
Meeting Date: *September 9, 2020*
Date Prepared: *September 4, 2020*



Petitioner: *Philip Flores, Jr.*
Cremation By Water LLC
Address: *11 W. College Dr. – Unit K*
Arlington Heights, IL 60004

Existing Zoning: *M-1: Research, Development and Light Manufacturing District*
Comprehensive Plan: *R&D, Mfg., Warehousing*

SURROUNDING LAND USES

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	M-1: Research, Development and Light Manufacturing District	Flex Office/Light Industrial building	R&D, Mfg., Warehousing
South	M-1: Research, Development and Light Manufacturing District	Commercial Recreation facility (Heritage Tennis Club)	R&D, Mfg, and Warehousing
East	M-1: Research, Development and Light Manufacturing District	Multi-tenant Flex Office/Light Industrial building	R&D, Mfg, and Warehousing
West	R-3: One-Family Dwelling District	Single-Family Homes	Single-Family Detached

Requested Action:

1. Land Use Variation to allow a "Crematory" within the M-1 Zoning District.

Variations Required:

1. Variation to Chapter 28, Section 6.12.2c, to waive the requirement for a traffic and parking analysis by a qualified professional engineer.

Project Background:

The subject property is 79,897 square feet (1.83 ac.) in size and contains approximately 23,000 square feet of flex office/industrial floor area dispersed between two multi-tenant single-story buildings. Access to the site comes from two curb cuts on College Drive that provide one-way circular access around the building. There is a total of 64 on-site parking spaces.

The petitioner, Philip Flores, Jr., has signed a lease for a 2,600 square foot space (unit K) within the building, which has pedestrian access at the front of the unit (east) and an overhead door at the rear (west). With exception to the subject unit, the property is fully occupied. Mr. Flores is proposing to establish his business, Cremation By Water, on the subject property. Cremation by Water is an aqua based crematorium, where human and animal remains would be cremated by a water based solution, as opposed to the more commonly known flame based method of cremation. Further details on the process can be found within the petitioners "Project Narrative", which has been included in the packet transmitted to the Plan Commission.

The business would be open to the public from 8:00am – 5:00pm, although the petitioner does not expect a high volume of foot traffic. There would be two employees initially, the petitioner and his wife, with a third employee possible as the business becomes established and gains clientele. The business would work directly with funeral home directors for all human cremations, where their business would serve essentially as a sub-contractor for the cremation services that is arranged by a funeral home. The actual funeral would not occur on the subject property, nor would any processions arrive or depart the site. Animal remains could be arranged directly with the animals' owner, so any foot traffic would likely be related only to animal cremations or family planning consultations. The cremation industry operates with discreteness relative to transportation, and cadavers would arrive via unmarked vans that would access the unit through the rear overhead door. Loading and unloading of all human remains would take place within the interior of the building.

Zoning and Comprehensive Plan

The subject property is zoned M-1 Research, Development and Light Manufacturing District. The proposed crematory use is considered similar and compatible to the use classification of "Cemetery/Mausoleum", and is therefore allowed in the same zoning districts where a cemetery and mausoleum would be allowed, which is only within residential zoning districts. Therefore, the proposed business requires a Land Use Variation. The petitioner has provided a written response to each of the four hardship criteria necessary for Land Use Variation approval. The hardship criteria have been included below for reference, and the petitioner's response has been included within the packet transmitted to the Plan Commission:

- **The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.**
- **The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.**
- **The proposed variation is in harmony with the spirit and intent of this Chapter.**
- **The variance requested is the minimum variance necessary to allow reasonable use of the property.**

The Staff Development Committee concurs with the petitioner that the necessary criteria for approval have been met. The use will operate in a manner that is comparable and harmonious with a wide range of permitted light industrial uses that would be allowed on the subject property, and given the general desire for privacy within the cremation industry, the operations on the subject property should not be apparent outside of any typical industrial business functions. The petitioner has stated that no odors will be detectable on the exterior of the building. However, the petitioner has been made aware that should odors become detectable on the exterior of the property and they become a disturbance to adjoining property owners, then the business would be in violation of code requirements. If this situation were to occur, Cremation By Water would need to take additional measures to reduce/eliminate any such odors, such as additional buffering/scrubbing material added to the exhaust to eliminate odors or adjustments on timing for any release of odors from the rooftop venting. Staff has reached out to a community with a similar aqua-based crematory that has been operating since 2012 and verified that they have not received complaints about that business relative to nuisances/odors.

The Comprehensive Plan classifies this property as appropriate for "R&D, Mfg., and Warehousing" uses. The proposed use, given that there is no funeral services conducted on the premises and customer traffic is expected to be minimal, is more similar to a light industrial use than an institutional or commercial use. Therefore, the proposed use is compatible with the Comprehensive Plan designation.

Building, Site and Landscaping:

The petitioner is proposing certain interior renovations, which will require a building permit and an MWRD permit. The Building Department Life Safety Division has reviewed the business narrative and equipment plan and has not expressed any concern relative to chemical storage or flammable materials. Other than rooftop equipment/exhaust venting, no changes to the exterior of the site have been proposed. The Engineering Division has reviewed the determination letter from the MWRD and verified that the petitioner is approved for their sanitary output into the regional system.

With regards to landscaping, staff has inspected the site and noted certain code deficiencies in the transitional landscape screen at the rear of the property, and a lack of screening for the existing dumpsters. Code enforcement actions have been initiated, which will proceed separate of the Land Use Variation entitlement process, and the Village will be working with the property owner to remedy any landscaping non-conformities.

Parking & Traffic:

Per code, a traffic and parking study is required for Land Use Variations located on any "local" street. Since College Avenue is classified as a local street, a traffic and parking study is required. Given the low employee count and low expected volume of customer traffic, the petitioner has requested a waiver from the traffic and parking study requirement. Therefore, the following variation is required:

- **Variation to Chapter 28, Section 6.12.2c, to waive the requirement for a traffic and parking analysis by a qualified professional engineer.**

The petitioner has surveyed the parking usage on the property over the course of two days to determine baseline parking demand. Based on the survey, peak parking demand occurs around noon where approximately 45% of the parking lot is occupied. Although the survey occurred during the CoVid-19 pandemic when people may be working remotely from home, staff believes the site to contain sufficient parking to accommodate for expected demand. Additionally, the Village has analyzed two pre-CoVid aerials from 2019 that were taken around the expected noon parking peak, and verified that a substantial surplus of available parking exists on the property during peak times. The Staff Development Committee is supportive of the requested variation.

The subject property conforms with parking code requirements. The table below summarizes the onsite parking, and **Table 1** at the end of this report provides the detailed breakdown of parking calculations.

Total Parking Required	61 Spaces
Total Parking Provided	64 Spaces
Surplus/(Deficit)	**3 Spaces**

Staff does not believe traffic will be an issue as the expected traffic generated by this use will be minimal. Since the proposed use does not increase the overall parking requirement on the subject property, compliance with the bicycle parking regulations is not required at this time.

RECOMMENDATION

The Staff Development Committee reviewed the proposed Land Use Variation to allow a Crematory within the M-1 District, as well as the following variation:

- Variation to Chapter 28, Section 6.12.2c, to waive the requirement for a traffic and parking analysis by a qualified professional engineer.

The Staff Development Committee recommends **APPROVAL** of the petition, subject to the following conditions:

1. The Land Use Variation shall apply only to Cremation By Water.
2. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

____ September 4, 2020

Bill Enright, Deputy Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads

Table 1: Parking Calculations

Unit	Tenant	Total SF	Office SF	Ind. SF	Ind. Emps.	Vehicles	Ind. Parking	Office Parking	Req. Parking
A	Prestige Management	900	900	0	0	0	0	3	3
B	Dr. Randy Kettering	1,400	1,400	0	0	0	0	5	5
C	Detail Kitchens	2,700	2,700	0	0	0	0	9	9
D	Smart Construction Group	2,800	1,400	0	0	0	0	5	5
E	KZ Transport	1,400	1,400	0	0	0	0	5	5
F	John R. Willis, Inc.	1,400	1,400	0	0	0	0	5	5
G	ARS Point of Sale	1,200	370	830	1	1	2	1	3
H	**Quick Kill Exterminating Company**	**1,300**	**1,000**	**300**	**0**	**6**	**6**	**3**	**9**
I	Lorelle Communications	2,600	1,128	1,472	2	1	2	4	6
J	Smart Construction Group	2,400	1,300	0	0	0	0	4	4
K	Cremation By Water	2,600	500	2,100	2	0	1	2	3
M	TS Ventures	1,300	1,300	0	0	0	0	4	4
N	Artbeat Live	1,300	0	1,300	1	1	2	0	2
TOT		**23,300**	**14,798**	**6,002**	**6**	**9**	**12**	**49**	**61**
								Existing Parking	**64**
	Parking Analysis							**Surplus/Deficit**	**3**

PLAN
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COMMISSION

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

RE: CREMATION BY WATER - 11 WEST COLLEGE DRIVE - PC# 20-011
LAND USE VARIATION TO ALLOW A CREMATORIUM IN THE M-1 DISTRICT, VARIATIONS

REPORT OF PROCEEDINGS had before the Village of Arlington Heights Plan Commission Meeting held via virtual Webinar which permits the public to fully participate in the virtual hearing via the Webinar or their phones, pursuant to orders issued in response to the COVID-19 pandemic, on the 9th day of September, 2020, at the hour of 7:30 p.m.

MEMBERS PRESENT:

TERRENCE ENNES, Chairperson
SUSAN DAWSON
GEORGE DROST
BRUCE GREEN
LYNN JENSEN
JOHN SIGALOS
MARY JO WARSKOW

ALSO PRESENT:

SAM HUBBARD, Development Planner

CHAIRPERSON ENNES: I'd like to call this meeting to order, and I would like to start that with the Pledge of Allegiance.

Bruce, would you do this since you have the flag behind you?

COMMISSIONER GREEN: I will do that.

(Pledge of Allegiance recited.)

CHAIRPERSON ENNES: Thank you, Bruce.

COMMISSIONER GREEN: You're welcome.

CHAIRPERSON ENNES: Sam, would you call the roll?

MR. HUBBARD: I will.

Commissioner Cherwin.

(No response.)

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Here.

MR. HUBBARD: Commissioner Drost. Commissioner Drost, are you here and unmuted?

COMMISSIONER GREEN: Unmute yourself, George.

COMMISSIONER DROST: Yes, I'm here. Most of the time I should be on mute.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. HUBBARD: Commissioner Lorenzini.

(No response.)

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Here.

MR. HUBBARD: Chairman Ennes.

CHAIRPERSON ENNES: Here.

First item of business for this evening is to make an announcement, and that is in regard to this is --

COMMISSIONER DAWSON: We lost him.

MR. HUBBARD: Chairman Ennes, we can't hear you. I see that you're not on mute, but you lost audio there. I don't know if it's your connection.

CHAIRPERSON ENNES: It was me.

Can you put back up the agenda so that I can read the COVID announcement?

MR. HUBBARD: Sure, hold on.

CHAIRPERSON ENNES: So, in response to COVID-19 pandemic, this meeting is closed to in-person public attendance. The meeting is being held virtually, which permits the public to fully participate via their computers and using their phones.

To participate in the virtual meeting, please follow the instructions on bit.ly/3bo8wmA.

Individuals who wish to comment or ask questions on an item on the

Agenda may either participate virtually or send an e-mail to the Village. Please limit e-mails to 200 words or less. To be shared at the meeting, the e-mail must be received by 3:00 p.m. on September 9th, 2020.

We've already called roll, and we can go back to the participants screen.

We have the approval of minutes from our last meeting, and that involves the Pet Suites petition.

Can we have a motion to approve the minutes from that meeting?

COMMISSIONER DROST: I'll make the motion.

CHAIRPERSON ENNES: And a second?

COMMISSIONER GREEN: I will second it.

MR. HUBBARD: Okay, I'll call roll.

CHAIRPERSON ENNES: That's George and Bruce.

All in favor?

MR. HUBBARD: Unfortunately, it has to be roll call this evening, so I'll call the roll.

CHAIRPERSON ENNES: Okay.

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Getting to the mute button, unmute. Yes, sorry.

MR. HUBBARD: Commissioner Drost. It looked like it was an aye for Commissioner Drost.

Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Commissioner Lorenzini.

(No response.)

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MR. HUBBARD: And Chairman Ennes.

CHAIRPERSON ENNES: Yes.

MR. HUBBARD: Then I'll just go to --

CHAIRPERSON ENNES: Also -- okay.

MR. HUBBARD: If I may, Chairman, may I just go through a few procedural things about the meeting this evening?

So, just to give a quick overview of how it's going to proceed, the Petitioner will give their presentation, and then Staff will give our presentation. Then the Commissioners will have a brief discussion. We'll open up the floor to the public. They can participate with the Raise Hand feature in Zoom, or they can dial *9 if they called in over the phone to be added to the queue to speak. Once all the public commentary is done, we'll close the public comment portion of the hearing.

All motions this evening and votes have to be in roll call vote. I would remind anyone that while they're not speaking, please keep on mute. If you have a keyboard and you're on mute, when you press the spacebar and hold the spacebar, it will temporarily unmute you while you're holding the spacebar. Then you can release the spacebar when you're done talking and automatically be put on mute again.

If I lose the connection or our Chairman loses the connection this evening, please stick around. As soon as we rejoin back, everything will start back up. If one of the members in the audience loses their connection, they can just rejoin the hearing this evening via the same link that they joined with on the first time.

So, thank you for that and ready to go.

CHAIRPERSON ENNES: Thanks, Sam.

MR. HUBBARD: Chairman, unfortunately we've lost you again on the audio side of things. I can hear you speaking in the other room, but I cannot hear you through Zoom, unfortunately.

CHAIRPERSON ENNES: Okay, sorry.

We have more minutes to approve, that is our Budget Approval for 2021 which was conducted at our last meeting.

If I could have a motion to approve those minutes?

COMMISSIONER JENSEN: I'll so move.

CHAIRPERSON ENNES: Is there a second?

COMMISSIONER SIGALOS: I'll second.

CHAIRPERSON ENNES: Okay, and Sam, would you take roll call?

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER WARSKOW: Yes.

MR. HUBBARD: Chairman Ennes.

CHAIRPERSON ENNES: Yes.

So, all approved, in favor of approval.

We'll move on to our first item of business this evening, and that is the petition for the Cremation by Water, PC# 20-011.

Is the Petitioner here?

MR. HUBBARD: The Petitioner is here. I'm bringing Mr. Philip Flores in. I'm going to unmute him and ask him to open his video and then he'll be clear to go.

MR. FLORES: Hello, everybody. Can you see us and hear us?

COMMISSIONER DROST: Yes.

MR. FLORES: Excellent, great. Thanks. We'll go ahead and get started. I want to thank you for an opportunity to go ahead and meet in front of you guys ahead from the perspective of proposing and getting your approval for a land variance for the use of a flameless, aqua-cremation business in the M-1 district.

MR. HUBBARD: I'm sorry, can I put you on mute for a second? Can we just swear in the Petitioner before they give their presentation? I'm sorry.

CHAIRPERSON ENNES: Yes. So, Mr., is it Flores, F-l-o-r-e-s?

MR. FLORES: Yes, it is. Yes.

CHAIRPERSON ENNES: I see you have someone else with you?

MR. FLORES: My wife Colleen.

CHAIRPERSON ENNES: Will they be speaking this evening?

MRS. FLORES: Colleen Flores.

CHAIRPERSON ENNES: Colleen, okay. Can I ask the two of you to recite after me, or to acknowledge this.

(Witnesses sworn.)

CHAIRPERSON ENNES: Okay, so would you proceed with your presentation?

MR. FLORES: Perfect, thank you very much.

In a quick moment, I will go ahead and share my presentation so that you guys can see it. All right, there we go.

Can I get a thumbs up that you can see the presentation?

(All thumbs up.)

MR. FLORES: Outstanding!

Okay, so the purpose of this hearing meeting is to obtain the approval from the Plan Commission and the community on the land variance used for the flameless aqua-cremation business in the M-1 property.

CHAIRPERSON ENNES: Is anyone else having difficulty seeing the presentation?

Commissioners?

(Chorus of noes.)

MRS. FLORES: Should we go on?

CHAIRPERSON ENNES: Yes.

MRS. FLORES: Okay, so we're Philip and Colleen Flores. We're long-time residents here in Arlington Heights. Phil comes from a commercial banking background, and I come from information and data management.

So, we've been wanting to embark on our own business for a while, but we really couldn't find the right opportunity that showed an unmet need in the marketplace. Then we stumbled on Aquamation, and it really peaked our interest from the beginning. As we learned more and more about the process, it just, you know, sucked us in more and more as something we really wanted to do, the aspect of being eco-friendly, you know, and an alternative to traditional funeral services that are more expensive.

So, we started to look into the most expensive component of the business which is the equipment. There we met the folks at Bio-Response. Are they on the call today, Phil?

MR. FLORES: So, we do have his line flagged in case you guys wanted to speak with Sam. She's the biologist and the senior VP of Research for Bio-Response.

MRS. FLORES: So, they're a family-owned business. They're close by in

Indiana. So, we spent the day with them and we got to know the safety of the equipment, everything that intrigued us, and really confirmed our thoughts that this is a really safe way, alternative to the regular cremation system. So, they really won our trust and we've just been, you know, moving ahead ever since then.

MR. FLORES: All right, so a little bit about what is Aqua-cremation and the history. I'm sorry, my bad. What is cremation? So, Aqua-cremation is the finest cremation method for both humans and pets. The scientific name which you may or may not have heard is known as alkaline hydrolysis. It's the same process that occurs in the natural way when a body is laid to rest in soil. The only difference is it's accelerated using the chemical components.

A combination of relaxed water flow, temperature, alkaline, and the use of accelerants break down the organic material which is what dissolves into sanitary water. The byproduct of the process and the process of the bones -- let me back up a step.

The byproducts of the process are bones and water solution, both free of disease, pathogens, DNA and RNA. The bones are dried, processed into fine powder and returned to the family. The final water solution is approximately 95 percent water and five percent salt, sugar and amino acids, and it will be discharged into the water treatment facility.

Potassium hydroxide and sodium hydroxide make up what's known as alkaline which is added to the water. This product is safe to store and handled with standard protective gear. These ingredients are traditionally found in soaps, lotions, and are really part of everybody's everyday household use.

MRS. FLORES: So, the history of Aquamation, it originated in Europe in the late 1800's for use in disposing of farm animals. The United States' adoption began in the 90's for labs disposal of animals, and then it expanded to humans, hospitals, universities. So, the first funeral industry use was in 2011, and the pet use expanded rapidly. It's now, you know, available everywhere in every state.

The human adoption was a bit slower because, you know, states need to pass legislation. There are now 21 states that have approved it, and the Illinois legislation approved it in 2012.

MR. FLORES: So, often questions we get from people are what happens to the water? So, 99 percent of the water is returned to the ecosystem via the normal water waste treatment facility. The Aquamation process produces a completely sterile solution of amino acids, sugar nutrients, salts, and soaps in water. The byproduct is natural decomposition, and there's no odors, but more importantly, no EPA emissions.

So, let me tell you a little bit about cremation and, you know, who our business is going to go in to serve. So, it's going to be funeral homes, veterinarian clinics, pet shelters, municipalities, and families directly who have pets who may have died at home and they want to go and bring it directly.

Our business model will allow for website enabled ecommerce, which is really designated to try and ensure that we're going to encourage online engagement. We're going to have a low volume of walk-in visits because it's going to be by appointment only.

So, here is a pictorial, if you guys can see, an aerial view of our M-1 property. It's located within that red box, and it's also part of the package that was put together by Sam Hubbard for our presentation.

So, we'll talk a little bit about the property. The ownership is 11 West College Drive General Partnerships. The principal there is Rich Bondarowicz which, if you stop and you look at the parking space, it may be a little difficult to go and see from this view, but there are 63 parking spots. 33 located in the front as well as 30 in the rear. The unit composition is made up of 14 units, eight over on the west side of the building which would be to the left of the picture, and then six units to the north which would be on the top side of the picture. You'll see like two L-roof ways that kind of connect both buildings together.

The neighboring M-1 properties consist of Advocate Health, which is going to be on top which is directly to the north, and then the building directly to the south, I have it incorrectly labeled here, but to the south is going to be the Arlington Heights Heritage Tennis Club.

So, for your perspective, we wanted to share a rendering of what the building was going to look like so you can have an appreciation of the space. So, the far left-hand side which you're going to notice here is really the consultation table, the place where we could have a chance to go and connect with customers if they're looking at more complicated cremates discussions and better understanding of what the business is. The right side of that pictorial is going to illustrate the crematorium, our warehouse where we're actually going to be operating.

What you have here is, the core two systems are the HT500 towards the center top, and then to the right is the PET550. What you'll notice is those are two specifically different systems that are used for humans as well as a different machine that's used for pets.

Here is an example, or a rendering of what the equipment looks like. So, on the left, you'll have the human container. It looks like a vessel, and towards the very front end, what you can see here is a door. So, that door is what's used to go and open and insert the human remains.

The pet system actually goes in from the top side, and that's what this other system is on the far right-hand side.

The reason you may, you might be wondering why the numbering, just for the sake of editorial, the HT and the 500 stands for a 500-pound weight person. The pet machine, that means that it can handle up to 550 pounds of animals that get put in.

So, we want to go ahead and thank you guys for giving us an opportunity to make an introduction on our business and share with you the rationale for why we want to operate here. We look forward to hearing questions from this audience so we can obtain approval on our land variance for a flameless aqua-cremation business.

Sam, we'll turn it over.

CHAIRPERSON ENNES: Okay, thank you for that.

Sam, are you going to present the Staff report now?

MR. HUBBARD: Yes, I'll give the Staff report. Let me pull up the presentation here.

All right, can everyone view the presentation?

(Chorus of yeses.)

MR. HUBBARD: So, the Petitioner is here before you this evening because, as you've heard, they would like to establish their aqua-based cremation facility in a property located in the M-1 Zoning District. Cremations are most similar and compatible to our zoning classification of cemetery and mausoleum. So, they're allowed, crematories are allowed in the same areas where a cemetery and mausoleum would be allowed, which is in residential districts only. So, in order to allow this use on this property, a land use variation is necessary to allow it within an M-1 Zoning District.

Additionally, the Petitioner is seeking a variation from our requirement to provide a traffic and parking study. This is required for all land use variation projects that are on a local street. College Drive is considered a local street, and therefore, a land use variation application must provide a traffic and parking analysis. Staff is supportive of the request for both variations, the land use variation and the variation to waive the traffic study, and I'll get into those reasons shortly.

The property is designated as suitable for research and development, manufacturing, and warehousing uses on the Comprehensive Plan. Given the kind of industrial, processing, and chemical nature of the proposed use, we feel like it's more similar to an industrial warehousing/processing-related use. So, we feel it's compatible with the Comprehensive Plan designation.

So, here you can see the subject property. The particular unit in question is located right here. There are 63 parking spaces on the site. You can see to the north, south and east are all light industrial uses, and then to the west you have single family homes on Tanglewood Drive.

Here's the site plan. It's a poor quality plat of survey but it gives you the general idea of how the site is laid out. Access comes in here and then wraps around the building and to a secondary parking lot in the front and then out onto the cul de sac. To the rear of the building, there's approximately 50 feet of separation between the building and the neighboring residential properties, which is compliant with M-1 Zoning District regulations for rear yard setbacks.

Here's the floor plan. Looking at it, this would be the front of the unit facing east, and then the rear of the unit facing west. The delivery overhead door would remain. I think the Petitioner was considering at one point putting some walls in to create a dedicated delivery bay. I'm not sure he's going to be moving forward with that work at this point. So, all vehicles transporting human remains or animal remains would pull in here through the overhead door, park, and then the door would close. All loading and unloading of remains would take place on the interior of the building.

I would mention that the cremation business operates with privacy and in a discrete manner. Given the sensitivity of, you know, the human remains and the loved ones and the emotional connection that a lot of people can have in this process, it's really, they don't want a lot of advertisement and attention drawn to their business. They try and keep a low profile. So, we don't expect that this use will be noticeable in the business park. In fact, unbeknownst to me until this application moved forward, we actually already have a crematory in our business park here. It's for pets only and it's been in operation for several years which I think illustrates the fact that nobody is likely going to know that this crematory is here unless they're, you know, coming to the site on a daily basis.

So, again, here’s an interior floor plan. This is for the interior furnishings and equipment. I'm not going to go into this in detail other than to say the Petitioner will be installing some exterior vents for the equipment. These are going to come through the roof at the rear of the property. According to the Petitioner, there will be absolutely no odor from this process.

The Petitioner has been made aware that the M-1 Zoning District has regulations that state if a use has, you know, negative impacts that are detectable outside of the property and become a nuisance to nearby property owners, then it's a violation of our zoning code. So, you know, the Petitioner has been made aware that no odors are allowed and he's certified that there will be no odors. Again, if there are odors detected, the Petitioner would need to make changes to the site in order to bring it into compliance with code. Either the odors would have to be released only at a time, you know, when everyone is sleeping, or you know, additional odor buffering equipment or scrubbing equipment would need to be incorporated to eliminate those odors.

So, Staff is, you know, supportive of this land use variation. From a land use analysis, this use is really going to function, again as I said, in a manner that's comparable and harmonious to a lot of permitted uses that are allowed by right in the M-1 district. So, we don't expect that it's going to have a negative impact on any surrounding property owners. Again, given the desire for discreetness in the industry, it shouldn't be detectable or noticeable. Actions on the subject property would appear as typical industrial functions that could occur on a permitted use, so this use is very similar to other permitted uses in the M-1 District. So, in that sense, we're supportive of the use.

From a parking standpoint, again, very little impact. As you've heard, the Petitioner and his wife will be the main employees. They may have one employee in addition in the future. From a parking standpoint, the site complies with the code with a three-space surplus.

The Petitioner did survey parking in the parking lot over two days, just to verify if baseline usage was already at capacity. They found that max demand was under 50 percent utilization of the parking lot. They found that the peak time for parking was around the lunchtime time period. Staff looked at some historical aerials and found two over the last year that were right around that time period, and we did not observe anything more than approximately 50 percent of the parking lot being occupied in those aerials. So, we do not expect this to have a substantial parking impact, and the traffic should easily be accommodated in the existing street network of the vicinity.

So, the Staff Development Committee is recommending approval of the application subject to the two conditions as you see here, the first condition being that the land use variation shall apply only to Cremation by Water. This condition is mostly just because of, you know, if the Petitioner has great success here and decides to move his business and then another cremation facility moves in; we just want to make sure that they have the same operational model as Cremation by Water because we're confident that that model won't have any negative impacts on surrounding property owners and we just want the opportunity to verify the same with any future user. This is a standard condition that was also applied to the animal pet cremation facility that's already within the business park. Then the standard condition of compliance with all other codes, regulations and policies.

So, again, we're supportive of the application. I'm happy to answer any questions, and I would mention that all public notices on this application have been given.

Thank you.

CHAIRPERSON ENNES: Sam, thank you for your report.

Can I have a motion to approve the Staff report?

COMMISSIONER DROST: Motion to approve.

CHAIRPERSON ENNES: Second?

COMMISSIONER SIGALOS: Seconded.

CHAIRPERSON ENNES: Sam, can we have a roll call vote on this?

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Commissioner Warskow.

COMMISSIONER GREEN: You're on mute.

COMMISSIONER WARSKOW: Yes, my spacebar wasn't unmuting me. Yes.

MR. HUBBARD: Chairman Ennes.

CHAIRPERSON ENNES: Yes.

Any of the Commissioners have questions that they would like to present to Staff at this point?

COMMISSIONER DAWSON: Terry, did you vote?

CHAIRPERSON ENNES: Yes, I did.

COMMISSIONER DAWSON: Oh, I didn't hear you.

MR. HUBBARD: I heard it from the other room that he voted yes, but the connection didn't quite capture it. But for the record, thank you, we didn't capture your yes.

CHAIRPERSON ENNES: Yes.

COMMISSIONER JENSEN: Almost all of my questions were answered when they went before the Conceptual Plan Review. Just one question, just for information.

The relative cost of your Aquamation versus the traditional cremation?

MR. FLORES: Great question.

So, because our customers are really funeral directors, by the way, for humans, what ends up happening is they will go ahead and share what the approach is. If you choose to go ahead and go with cremation versus burial, you save a significant amount of money in total expenditure for individuals.

As it relates to the aqua-cremation business, I'm going to say it's roughly comparable but certainly less than what you would spend with normal flame-based cremation.

COMMISSIONER JENSEN: Okay, thank you.

MR. FLORES: You're welcome.

COMMISSIONER DAWSON: I just have a quick question.

MR. FLORES: Yes.

COMMISSIONER DAWSON: Okay, I think it's a good project and it's interesting to me, so I'm not, I just want to make sure it goes on the record that we've asked about it, if there's any smell or anything associated with this so that we've asked that question for the neighbors.

MR. FLORES: Yes, no, that's a great question.

I will say there's been, a lot of successful conversations have taken place as a result of the letter mailings to residents showcasing that the hearing was taking place today. I spoke to a total of eight people, and in every one of those conversations, everyone has started off with severe concerns and that primary question, Commissioner, was the one you just asked which was tell me a little bit about the environmental impacts, and is there going to be an odor in the air because it could affect a loved one in the way they live today and respiratory problems, et cetera.

The beauty behind this business is that, you heard us describe it as eco-friendly, and you heard us talk about the water being sanitized. So, unlike a flame-based that gets projected into the air, you have none of that taking place with the aqua-cremation business. All it really is is just water that's sanitized and goes into the drain. The only reason we're going to have roof venting taking place is in that first image where I showed you, the one on the left-hand side for the HT500, it's a sealed vessel. So, what you're going to have is a stack very similar to what you see in your house coming up to vent your washing machine, your sinks, your toilets. The same thing is going to happen here, it's just going to be a round, small vent four inches wide, the same thing you have in a residence, and all that's doing is equalizing the pressure that's going into the sealed container.

So, there is going to be no odor that gets dispensed. We're going to have a convection, electric convection oven so we don't really have to worry about that as well. The only other thing that we're going to be venting to the rooftop is going to be two-tankless water heaters, and everybody has those today. It's the same thing, it's just vaporless and it's just heating up the water as it comes through. So, that's a gas-based system.

So, that's what you can expect from the water cremation business.

MR. HUBBARD: Commissioner Dawson, if I could jump in real quickly?

Staff was also very keen to understand if this would create odors. We reached out to municipality that has a similar aqua-cremation facility and verified that they had not received any odor-related or nuisance complaints related to that facility.

COMMISSIONER DAWSON: Great. I don't have any other questions. I think it sounds like a great use, a great project. It's very interesting. I hadn't heard of this before, so very interesting.

MR. FLORES: It's a greater approach to business. Thank you, Commissioner.

CHAIRPERSON ENNES: Any other Commissioner questions?

(No response.)

CHAIRPERSON ENNES: Okay, before we move on to the audience, Sam, I do have a question. That's in regard to is there any state legislation regulating this industry, or a study on putting this into the water system? Because this is like gray water, is that what it's considered?

MR. HUBBARD: Yes, I don't know the particulars of the wastewater discharge and what it's classified as. I can say that our Engineering Department has reviewed the proposal, and the Petitioner has provided documentation from the MWRD that verifies that this is allowed to be discharged into, you know, the storm sewer and sanitary system without needing to be pre-treated. So, it is an acceptable material to be discharged.

CHAIRPERSON ENNES: So, this goes not only into the sanitary system, it also goes into the storm?

MR. HUBBARD: No, it will go to the sanitary system. I misspoke. If it was a combined system, it would be both, but I believe that there is no combined system here. It's just sanitary.

CHAIRPERSON ENNES: Okay, thanks, Sam.

Mr. and Mrs. Flores, you're franchising this then?

MR. FLORES: No, we're not franchisees, we're owners.

CHAIRPERSON ENNES: It's your own, okay. You said that, so the whole business process and proposal is your design, your undertaking, you just learned about it through other people doing this?

MR. FLORES: Yes, so great question.

We spent, we did a lot of researches; we were looking into the business. Being in commercial lending, I have supported a lot of funeral businesses, helped them get started. I have spoken quite a bit on how businesses become more successful in what they do. When we connected with CANA, and I know that was another question, you know, who regulates the space, CANA stands for Cremation Association of North America. So, what it does is all government agencies, all the states really connect and rely on the guidance and the regulation that's put forth by CANA, the abbreviated acronym, to make sure that they are in compliance. So, part of the application for the state is approval, operator licenses, certifications, the things that we've actually obtained to make sure that we are successful in our operations, along with consultation to make sure we had a full appreciation of the business, the industry, the competition and what it offers.

The solution that Colleen and I are putting forth is really nothing more than an alternative to people to take an eco-friendly solution to 'dispose' of their loved one, sorry about that.

Commissioner, back to you.

MR. HUBBARD: Yes, I'm hearing the Chairman. There we go, Chairman Ennes, you're back now.

CHAIRPERSON ENNES: Yes. So, are you regulated by the state? You're actually licensed by them or, what is that process?

MR. FLORES: Yes. Yes, okay.

So, go ahead, Commissioner.

CHAIRPERSON ENNES: Yes, this would fall through the Department of, what department in the state?

MR. FLORES: So, it's the Department of, it's the Comptroller's Office for Funeral Homes and Cemeteries.

CHAIRPERSON ENNES: Okay, that's all I have.

Commissioners, any other questions?

(No response.)

CHAIRPERSON ENNES: Okay, Sam, let's move then to the audience.

MR. HUBBARD: Yes, if there's anyone from the audience that wishes to make a comment, if you would please click the Raise Hand feature in Zoom right now? Or if you're calling in from a phone, you can dial *9 to raise your hand and I can identify you to speak.

Going once, going twice, I don't see any hands raised, Chairman

Ennes.

CHAIRPERSON ENNES: Okay, well, if we have no other questions and no audience questions, is there a motion from the Commissioners in regard to this petition?

COMMISSIONER GREEN: Yes, I would like to make a motion.

A motion to recommend to the Village Board of Trustees <u>approval</u> of PC# 20-011, a Land Use Variation to allow a 'crematory' within the M-1 Zoning District, and the following variation:

1. **A Variation to Chapter 28, Section 6.12-2C, to waive the requirement for a traffic and parking analysis by a qualified professional engineer.**

This recommendation is subject to the following conditions:

1. **The Land Use Variation shall apply only to Cremation by Water.**
2. **The Petitioner shall comply with all federal, state, and Village codes, regulations, and policies.**

CHAIRPERSON ENNES: Okay, is there a second?
COMMISSIONER JENSEN: I'll second.
CHAIRPERSON ENNES: Can we have a roll call vote, Sam?
MR. HUBBARD: Commissioner Dawson.
COMMISSIONER DAWSON: Yes.
MR. HUBBARD: Commissioner Drost.
COMMISSIONER DROST: Yes.
MR. HUBBARD: Commissioner Green.
COMMISSIONER GREEN: Yes.
MR. HUBBARD: Commissioner Jensen.
COMMISSIONER JENSEN: Yes.
MR. HUBBARD: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. HUBBARD: Commissioner Warskow.
COMMISSIONER WARSKOW: Yes.
MR. HUBBARD: Chairman Ennes.
CHAIRPERSON ENNES: Yes.
I paused, Sam, for a couple of the replies. Was that unanimous?
MR. HUBBARD: Yes, it was unanimous. Yes.
CHAIRPERSON ENNES: Okay, so to our Petitioners, you have a unanimous approval of your petition. Good luck with your business.
MRS. FLORES: Thank you.
MR. FLORES: Thank you, Commissioner.
CHAIRPERSON ENNES: You're welcome.
MR. FLORES: Thank you, everybody.
CHAIRPERSON ENNES: Good luck, okay.
COMMISSIONER JENSEN: Sue, congratulations on moving to Arlington Heights with your practice.
COMMISSIONER DAWSON: Oh, thanks. You saw that. Yes, we're

officially moved to Arlington Heights after 12 years, it's exciting.

COMMISSIONER JENSEN: You're welcome.

COMMISSIONER DAWSON: Thank you.

CHAIRPERSON ENNES: Congrats!

Okay, is there any other business on the agenda?

MR. HUBBARD: No.

COMMISSIONER DAWSON: Motion to close the meeting.

CHAIRPERSON ENNES: Adjourn?

COMMISSIONER DAWSON: Adjourn the meeting, sorry.

COMMISSIONER GREEN: I'll second it.

CHAIRPERSON ENNES: Are you motioning?

COMMISSIONER DAWSON: Yes.

CHAIRPERSON ENNES: Okay, we have a motion, was that a motion, Sue?

COMMISSIONER DAWSON: Yes.

CHAIRPERSON ENNES: And a second?

COMMISSIONER GREEN: Second.

CHAIRPERSON ENNES: All in favor? Roll call vote.

COMMISSIONER GREEN: Roll call vote.

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Aye.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Commissioner Sigalos.

COMMISSIONER SIGALOS: Yes.

MR. HUBBARD: Chairman Warskow. I'm sorry.

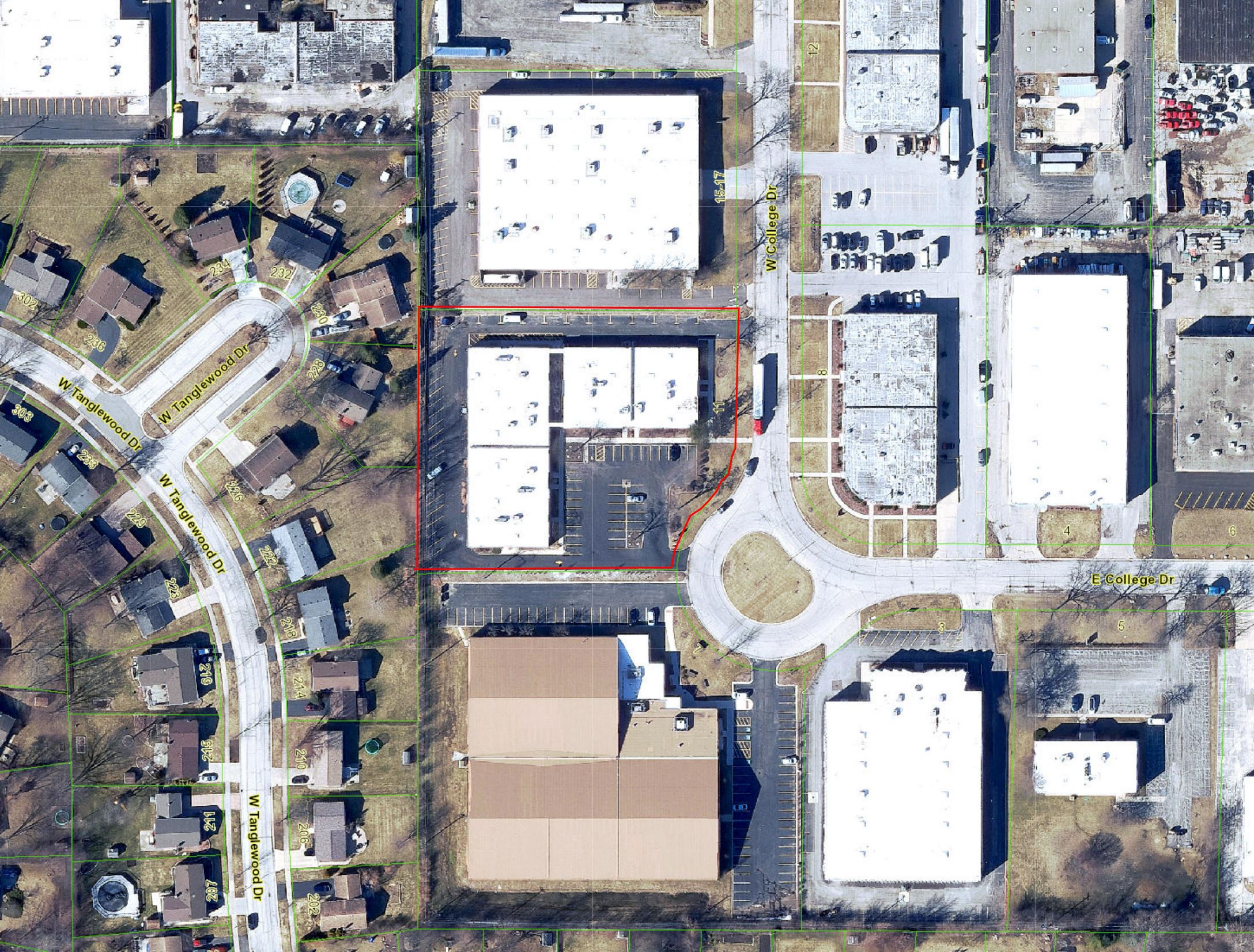
COMMISSIONER WARSKOW: Wow, I get to be Chair for the last 30 seconds of the meeting, woo-hoo. Yes.

MR. HUBBARD: And Chairman Ennes.

CHAIRPERSON ENNES: Yes.

Thank you all for attending tonight, and we'll see you soon.

(Whereupon, at 8:11 p.m., the above-mentioned petition was adjourned.)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RESPONSE TO LAND USE VARIATION CRITERIA (VAH)
11 West College Drive, Arlington Heights, IL 60004

1) THE PURPOSED USE WILL NOT ALTER THE ESSENTIAL CHARACTER OF THE LOCAILITY AND WILL BE COMPATABLE WITH EXISITNG USES AND ZONING OF NEARBY PROPERTY.

   Cremation by Water (CBW) will not alter the essential characteristic of the locality. The needed increased amperage from ComEd will be in accordance with VAH permitting guidelines to bring in the additional power. This amperage increase will supply source to the 3 core systems: HT500, PET550 and walk-in cooler. No other external changes will be made. The parking spaces exceed the needed space for business operation.

2) THE EPLIGHT OF THE OWNER IS DUE TO UNIQUE CIRCUMSTANCES, WHICH MAY INCLUDED THE LENGTH OF THE TIME SUBJECT PROPERTY HAS BE VACANT AS ZONED.

   CBW's plight is due to unique of the land variance circumstances for a crematory. The location satisfies the following criteria for selection:

   - 2,400 square feet of warehouse and office space with garage door for ease of drive-in access
   - Ample parking space with tenants who have limited consumer traffic
   - Desire to operate in the Village of Arlington Heights, where owners have a residence
   - Discrete operation of business, in an easy to access facility with a garage door, open space and esthetic property
   - Progressive landlord who supports the value in eco-friendly solutions making our environment greener

3) THE PROPOSED VARIATION IS IN HARMONY WITH THE SPIRIT AND INTENT OF THIS CHAPTER.

   The traffic and parking study variation will not result in increased congestion in the parking lot and or public street. The 2-day observation has similar traffic and parking pattern, confirmed by tenants met during the observation. There are 63 spaces available: 30 in the rear and 33 in the front of which 1 is handicap parking. Only 39% of the parking spots were used for the total property; 24% in the front lot intended for customer. The peak time of use is 1-2pm and the least used is prior to 9am and after 5pm. The study was conducted on 7/21-22. CBW will utilize an average of 2 parking spots.

4) THE VARIANCE REQUESTED IS THE MINIMUM VARIANCE NECESSARY TO ALLOW REASONABLE USE OF THE PROPERTY.

   The requested variance is the minimal variance necessary to allow CBW to operate as an eco-friendly crematory. The parking variation is sough for the maximum availability for traffic by appointment.

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

Industrial Waste Division
111 East Erie Street   Chicago, Illinois 60611-2893

p: 312.751.3000 p:312.751.3044
e-mail: mwrd-ucts@mwrd.org

Edward W. Podczerwinski, P.E.
Director of Monitoring and Research

July 16, 2020

Ms. Colleen Flores
Manager
Cremation by Water, LLC
11 E. Brookwood Drive
Arlington Heights, Illinois 60004

Dear Ms. Flores:

Subject: User Charge Classification

The Metropolitan Water Reclamation District of Greater Chicago (District) acknowledges receipt of your Facility Classification Questionnaire (FCQ) dated June 12, 2020.

Based on the information furnished on the FCQ, Cremation by Water, LLC at the 11 W. College Drive, Unit K, Arlington Heights, Illinois, 60004 location is classified as a Small Nonresidential Commercial-Industrial User. Users in this classification are not required to pay User Charges, nor are they required to file a User Charge Annual Certified Statement (RD-925). Therefore, no further action on your part is required.

However, it was also noted on the FCQ that your facility will be using an alkaline hydrolysis process that uses alkaline hydroxide chemicals. It was mentioned a pH adjustment treatment system would be utilized. For your reference, any discharge to the sewerage system must adhere to Appendix B (Local Limits) specified in the District's Sewage and Waste Control Ordinance (SWCO).

Also, should conditions at your facility change such that its discharge exceeds the limitations set forth in Section 2 of the User Charge Ordinance (UCO), the nature of the use of the facility changes, the facility becomes subject to federal categorical pretreatment standards, or the facility becomes a Significant Industrial User, you will be required to submit an FCQ and file an RD-925 statement annually. The SWCO and UCO can be found on the District's website at www.mwrd.org>Documents>Rules and Ordinances.

Subject: User Charge Classification

Any questions regarding this matter should be referred to Mr. Carlos Diaz, Environmental Specialist, at 312-751-5926 or diazc@mwrd.org. For a faster response, please contact us via e-mail during the COVID-19 restoration period in Illinois. A hard copy of this letter will be mailed to you once routine administrative procedures resume at the District.

Very truly yours,

/s/ Gregory Yarnik

Gregory Yarnik
Supervising Environmental Specialist
Industrial Waste Division

GY:CD:dt

Parking and Traffic Observations
11 West College, Arlington Heights, IL 60004

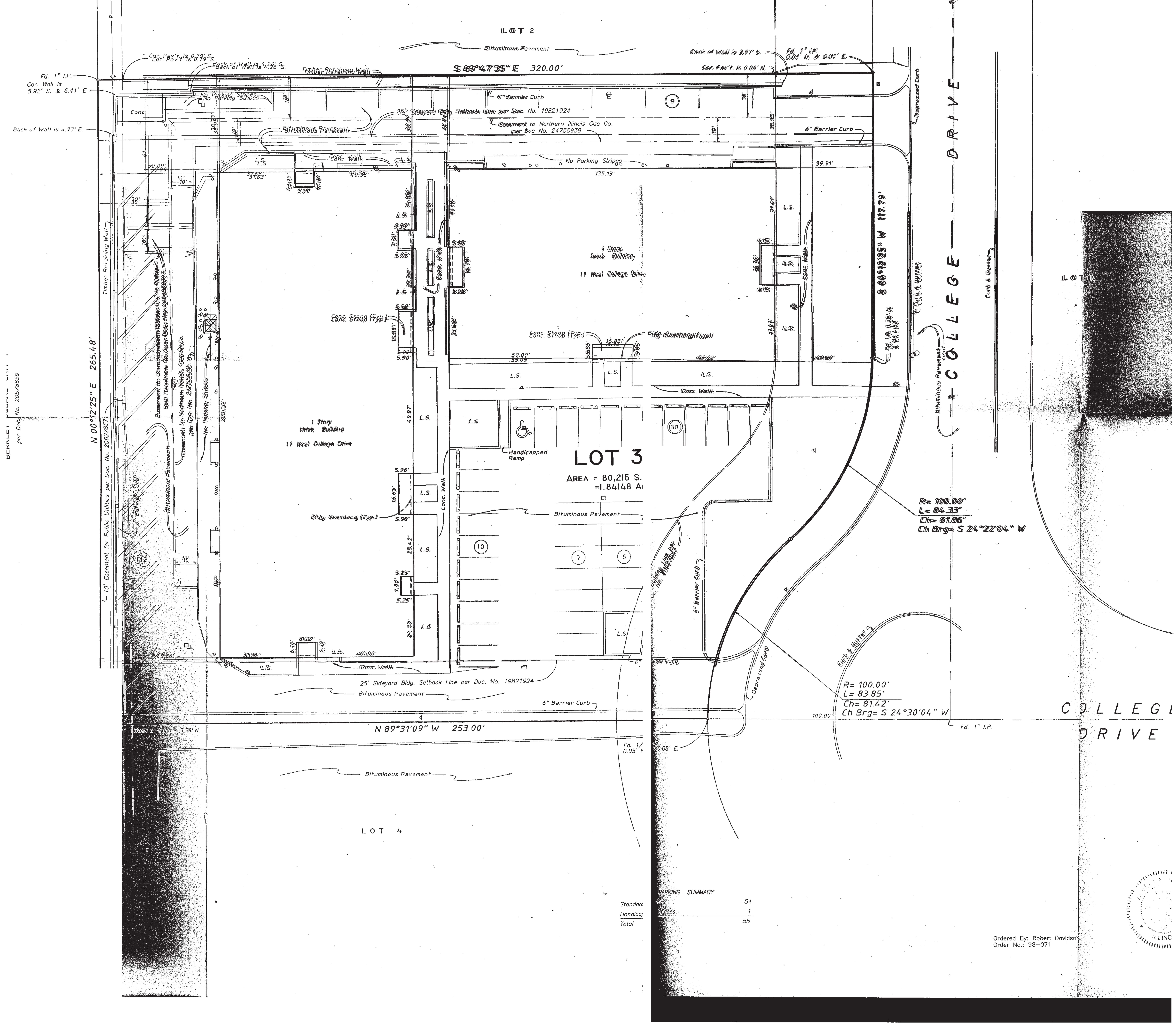
7/21/2020 - Day 1				7/22/2020 - Day 2			
		Occupied	Available Spots			Occupied	Available Spots
8am	Front	4	33	**8am**	Front	3	33
	Rear	11	30		Rear	14	30
	Total	**15**	**63**		**Total**	**17**	**63**
9am	Front	7	33	**9am**	Front	7	33
	Rear	14	30		Rear	14	30
	Total	**21**	**63**		**Total**	**21**	**63**
10am	Front	8	33	**10am**	Front	9	33
	Rear	17	30		Rear	17	30
	Total	**25**	**63**		**Total**	**26**	**63**
11am	Front	7	33	**11am**	Front	10	33
	Rear	19	30		Rear	18	30
	Total	**26**	**63**		**Total**	**28**	**63**
12pm	Front	8	33	**12pm**	Front	9	33
	Rear	18	30		Rear	16	30
	Total	**26**	**63**		**Total**	**25**	**63**
1pm	Front	7	33	**1pm**	Front	11	33
	Rear	18	30		Rear	18	30
	Total	**25**	**63**		**Total**	**29**	**63**
2pm	Front	9	33	**2pm**	Front	9	33
	Rear	20	30		Rear	17	30
	Total	**29**	**63**		**Total**	**26**	**63**
3pm	Front	8	33	**3pm**	Front	9	33
	Rear	16	30		Rear	19	30
	Total	**24**	**63**		**Total**	**28**	**63**
4pm	Front	9	33	**4pm**	Front	9	33
	Rear	18	30		Rear	18	30
	Total	**27**	**63**		**Total**	**27**	**63**
5pm	Front	5	33	**5pm**	Front	5	33
	Rear	17	30		Rear	15	30
	Total	**22**	**63**		**Total**	**20**	**63**

DAY 1 Summary				DAY 2 Summary			
	Front	7	33		Front	8	33
	Rear	17	30		Rear	17	30
	Total	**24**	**63**		**Total**	**25**	**63**
% Spaces Used		38%		**% Spaces Used**		39%	
% Spaces Available		62%		**% Spaces Available**		61%	
Min Parking Use		8am	15 cars	**Min Parking Use**		8am	17 cars
Max Parking Use		2pm	29 cars	**Max Parking Use**		1pm	29 cars

ALTA/ ACSM LAND TITLE SURVEY

OF

LOT 3 IN RESUBDIVISION OF PART OF LOT 1 AND ALL OF LOTS 2 THROUGH 5, BOTH INCLUSIVE, IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER, UNIT 1, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Cremation by Water

BUSINESS NARRATIVE | August 20, 2020

Cremation by Water LLC (CBW) is leading space at 11 West College Drive – Unit K in Arlington Heights (AH). The building has 8 attached units under one roof in the North industrial park of AH, neighboring a 6 unit building on the same property owned by Rich Bondarowicz – Principal, 11 West College General Partnership. Unit K is made up of 2,400 feet. There are 33 parking spots in the front of the building and 30 parking spots in the rear. The immediate building tenants consist of Smart Home Builders, Art Theater Live, Room by Room, ComInfoSec, Lorelle, and ARS. The compliment of small business owner ranges from construction design, build, logistics, music, network security to residential building cosmetic. The neighboring properties are Heritage Tennis Club and Advocate Healthcare – Integrated Services Center. The tenants at 11 West College are excited for the launch.

Philip Flores Jr & Colleen M Flores are proud residents of VAH, co-owners, and operators. Philip will be the primary operator. A part-time employee is targeted to start Q4 2021.

The mission at CBW is to help families celebrate a life lived and loved for deceased humans. Cremation by Water Pets will help to create lasting memories for family, relatives, friends, and pet owners. We specialize in the celebrations of life for those that choose cremation as their final disposition. Clients can visit our facilities between the hours of 8am-5pm, by appointment.

CBW is addressing the important issue of eco-friendly solutions to save energy, recycle resources, specifically sanitize water where 99% of the water is returned to water treatment facility where it is recycled in the same manner as wastewater and ultimately improve the environment. The advantages of eco-friendly solutions are that they save water, improve health, improve mental health, save materials, and save the environment. With Aquamation, there are no direct emissions of harmful greenhouse gases or mercury to the atmosphere. The process does not burn any fossil fuels. It is very energy efficient – greater than 90% energy savings compared to flame cremation, with 1/10 of the carbon footprint. The water and waste consumption equates to that of large family household.

The waste-based process uses a solution of 95% water and 5% alkaline (a combination of sodium and potassium hydroxide). The alkalis used in this process are the same as alkalis used in biodiesel production, common cosmetics products, body washes, shaving creams and even in food preparation. At the end of the process, the chemical has been completely consumed, neutralized, and no longer remains in the water solution. The storage of the chemicals will be in accordance with the best practices of the industry, storage in rubber made container and on a raised pallet. CBW will store 40, 50lbs non-flammable bags in flake and pellet form.

The water output will flow to the Metropolitan Water Reclamation District of Greater Chicago (MWRD) where CBW has been approved (attached) to dispense, via sanitary drain.

CBW takes possession of the commercial space in September with plans for operations to commence in November, upon VAH approval. The walk-in traffic will be limited for pet owners during the week. Approximately 2-3 bodies will be cremated daily, taking 2.5-3 hours per body. Consultation for humans will commence in Q4 2021, for a small portion of the business.

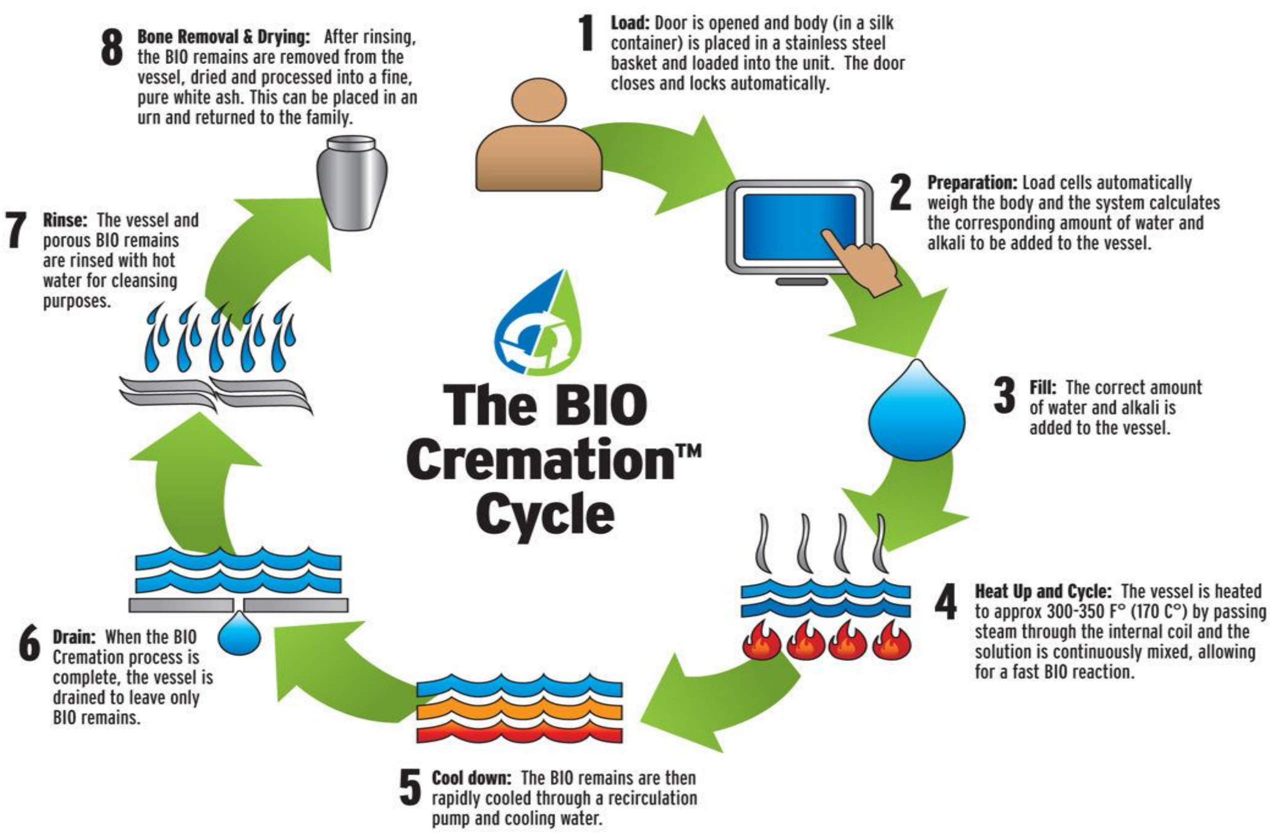
The only build out will consist of electrical and plumbing (floor plan rendition attached):

1. Floor plumbing and wall drains added to remove sanitized output water
2. Installation of 2 tankless water heaters added to help heat the water to 305 degrees Fahrenheit
3. Cooling condenser added to the roof
4. System odorless air venting to the roof
5. Electric panel and amperage upgrade from 150 to 600 via overhead direct power to unit from ComEd

The core equipment will consist of:

- HT500 and PET550 systems. With these 2 pieces of equipment, we have capacity to aqua cremate 3-4 humans in the HT500, up to 500lbs and 32 smaller animals in the PET550, up to 550lbs for communal cremations per day
- Chest Freezer for animals and 10x15 walk-in freezer for human remains
- 2 Processors (crusher of bones)
- 2 tankless water heaters
- Dual electric convection oven

APPENDIX:



Sincerely,

Philip Flores, Jr.
Co-Owner & Chief Operating Officer

Legend

Upgraded 600amp Power Service and New Dedicated Outlets

Water Drain

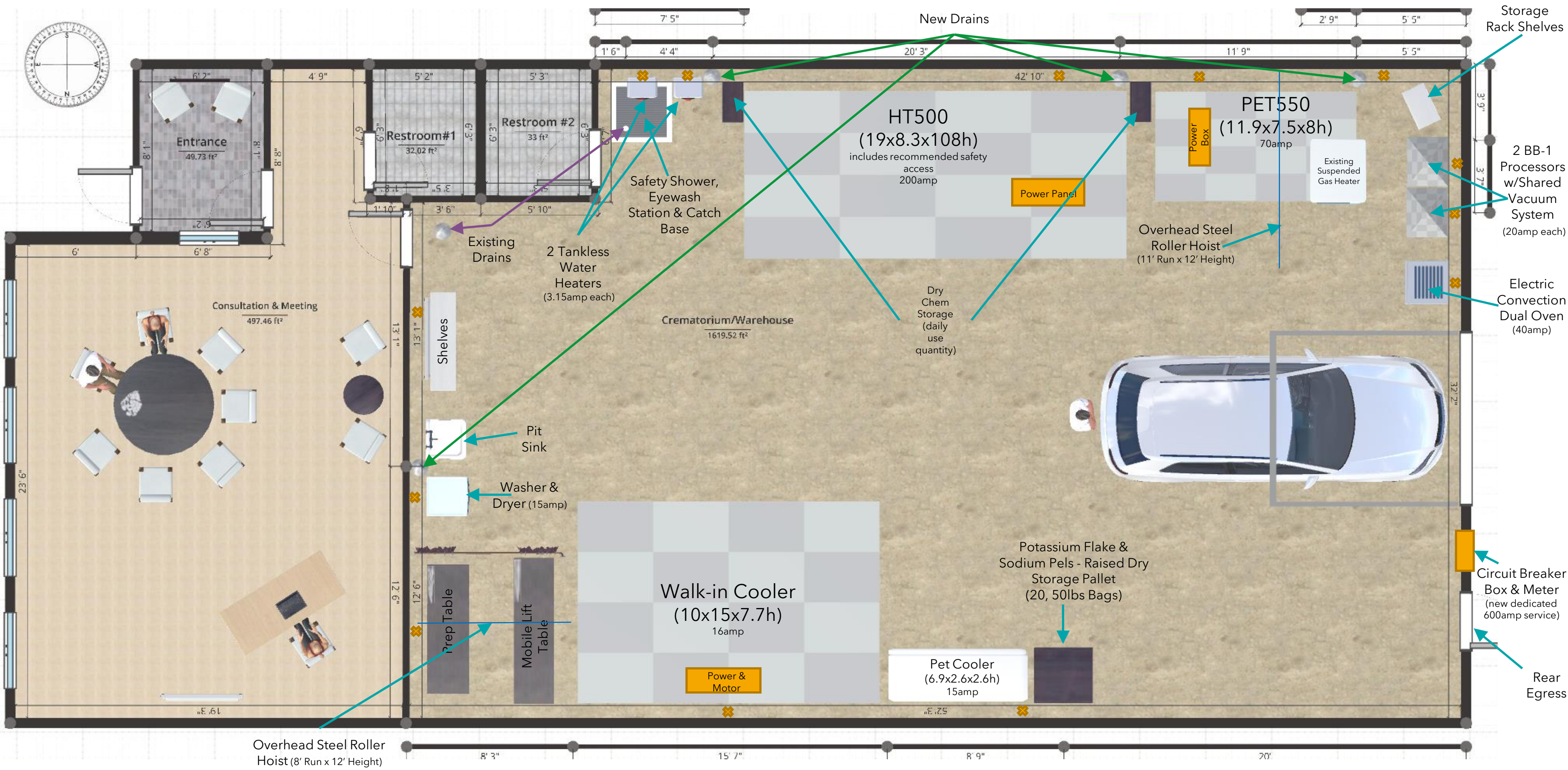
U Shape Electric Hoist System - 500lbs Max Load

Cremation by Water LLC

11 W. College Drive, Unit K

Arlington Heights, Illinois 60004

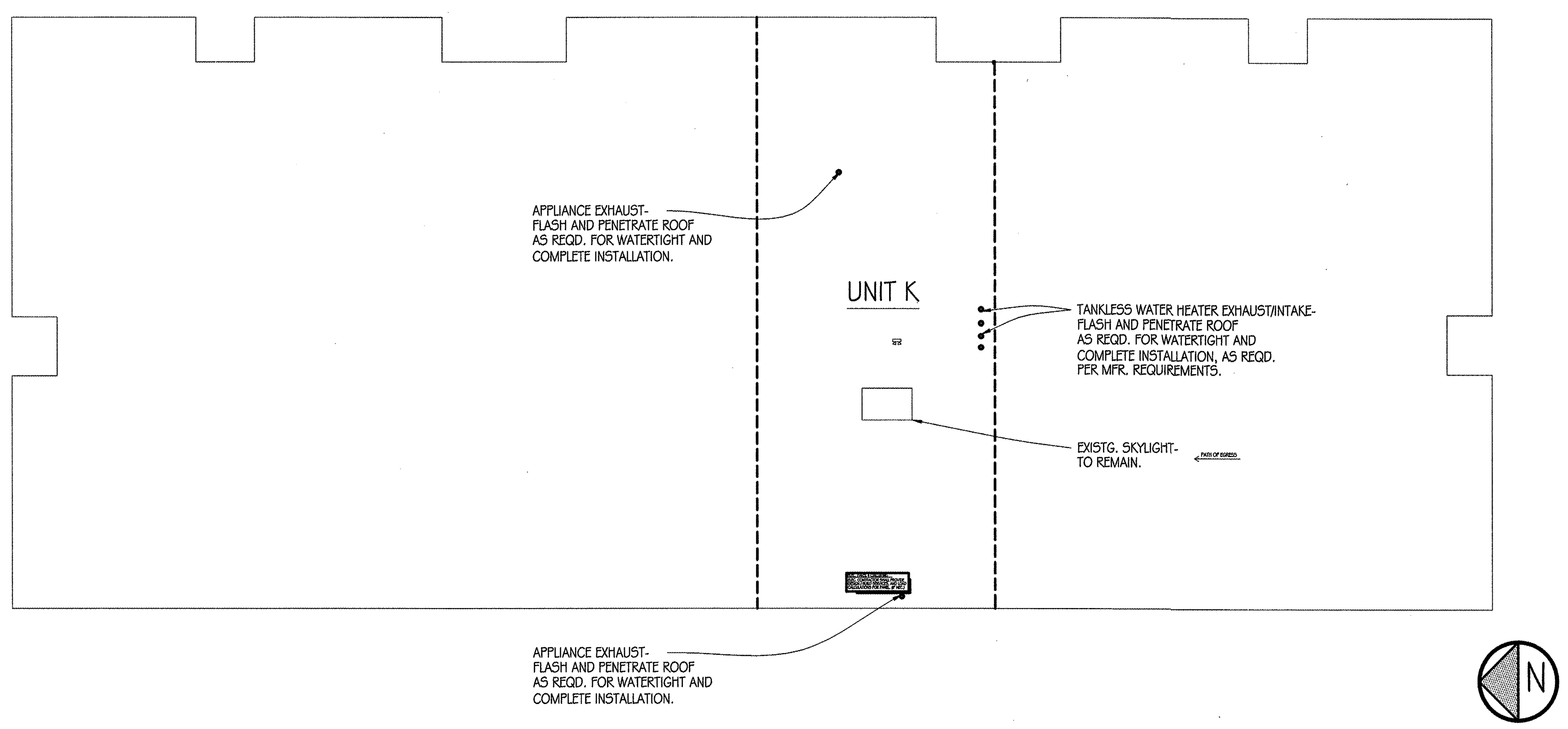
Ver.10



LIRA & ASSOCIATES

2015 S. Arlington Hts. Rd.
Suite 118 C
Arlington Heights, IL 60005
Phone 847.956.7100
Fax 847.956.7170

Cremation By Water
11 W. College Dr Unit K
Arlington Heights, IL
Minor Tennant Improv.



14 Key Plan/Roof Plan scale: 1/16"=1'-0"

BUILDING CLASSIFICATION:	S2
CONSTRUCTION TYPE:	IIIB
BUILDING SF:	2,600 sf
SPRINKLED:	NO

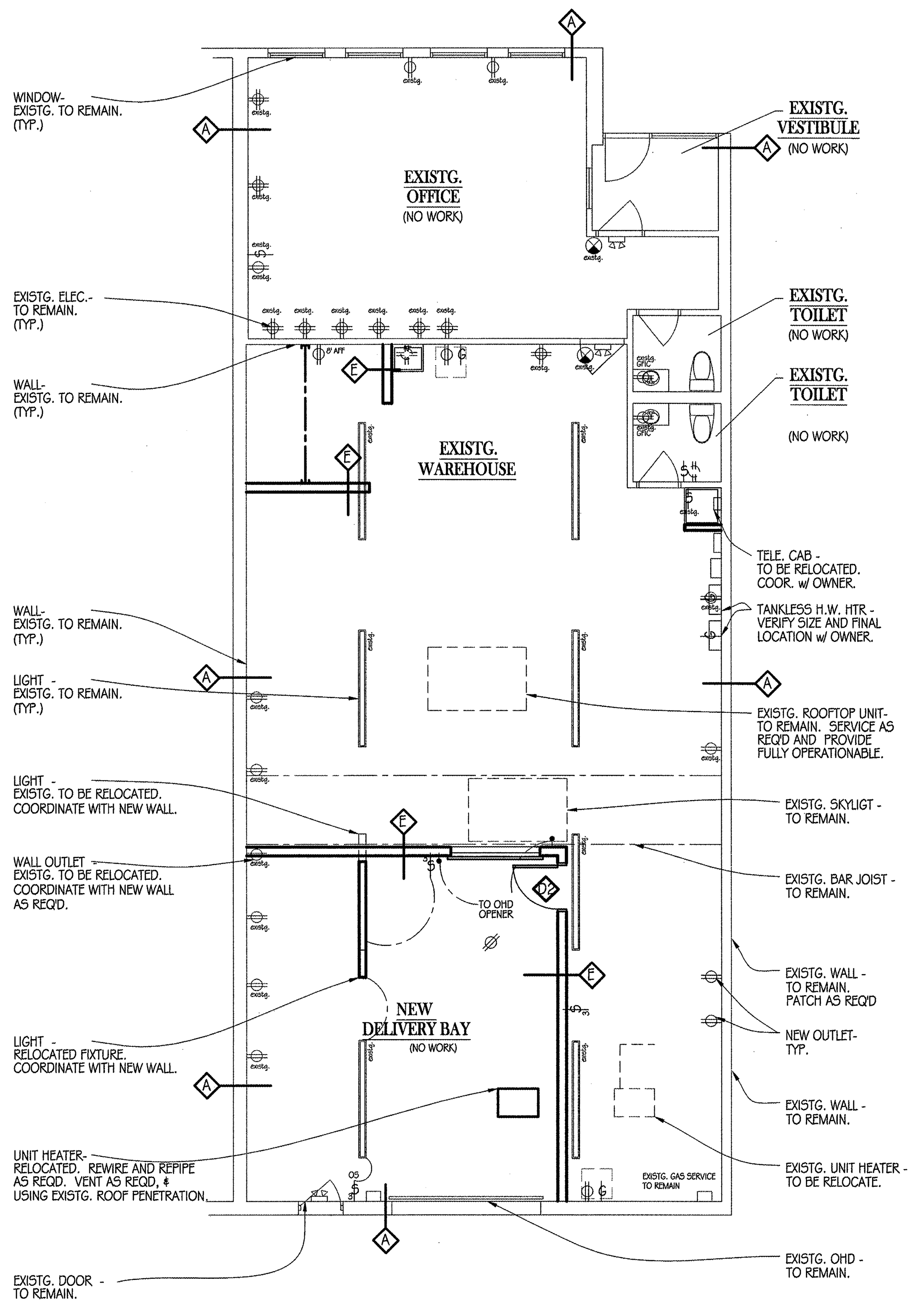
Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From:			Winter Design Temp	Ice barrier Underlay Required	Flood haz. Chapt. 15 V.A.H.	Air Freezing Index	Mean Annual Temp NOAA Data Waukegan
	Speed load	Topo Effect		Weathering	Frost Depth	Termite					
min. 30 psf	min. 90 mph	no	Cat. B	Severe	42" min.	Moderate - Heavy	-4 F	Yes	11/6/2000	2000	47.6 F

BUILDING CODE INFORMATION:	
INTERNATIONAL BUIL,DING CODE W/ AMENDMENTS	- 2018
INTERNATIONAL FIRE CODE W/ AMENDMENTS	- 2018
INTERNATIONAL EXISTING BUILDING CODE W/ AMENDMENTS	- 2018
INTERNATIONAL MECHANICAL CODE W/ AMENDMENTS	- 2018
INTERNATIONAL FUEL GAS CODE W/ AMENDMENTS	- 2018
NATIONAL ELECTRICAL CODE W/ AMENDMENTS	- 2017
INTERNATIONAL PROPERTY MAINTENANCE CODE W/ AMENDMENTS	- 2018
ILLINOIS PLUMBING CODE W/ AMENDMENTS	CURRENT
ILLINOIS ENERGY CONSERVATION CODE	CURRENT
LIFE SAFETY CODE	- 2015
ILLINOIS ACCESSIBILITY CODE	CURRENT

9 Building Codes scale:(none)

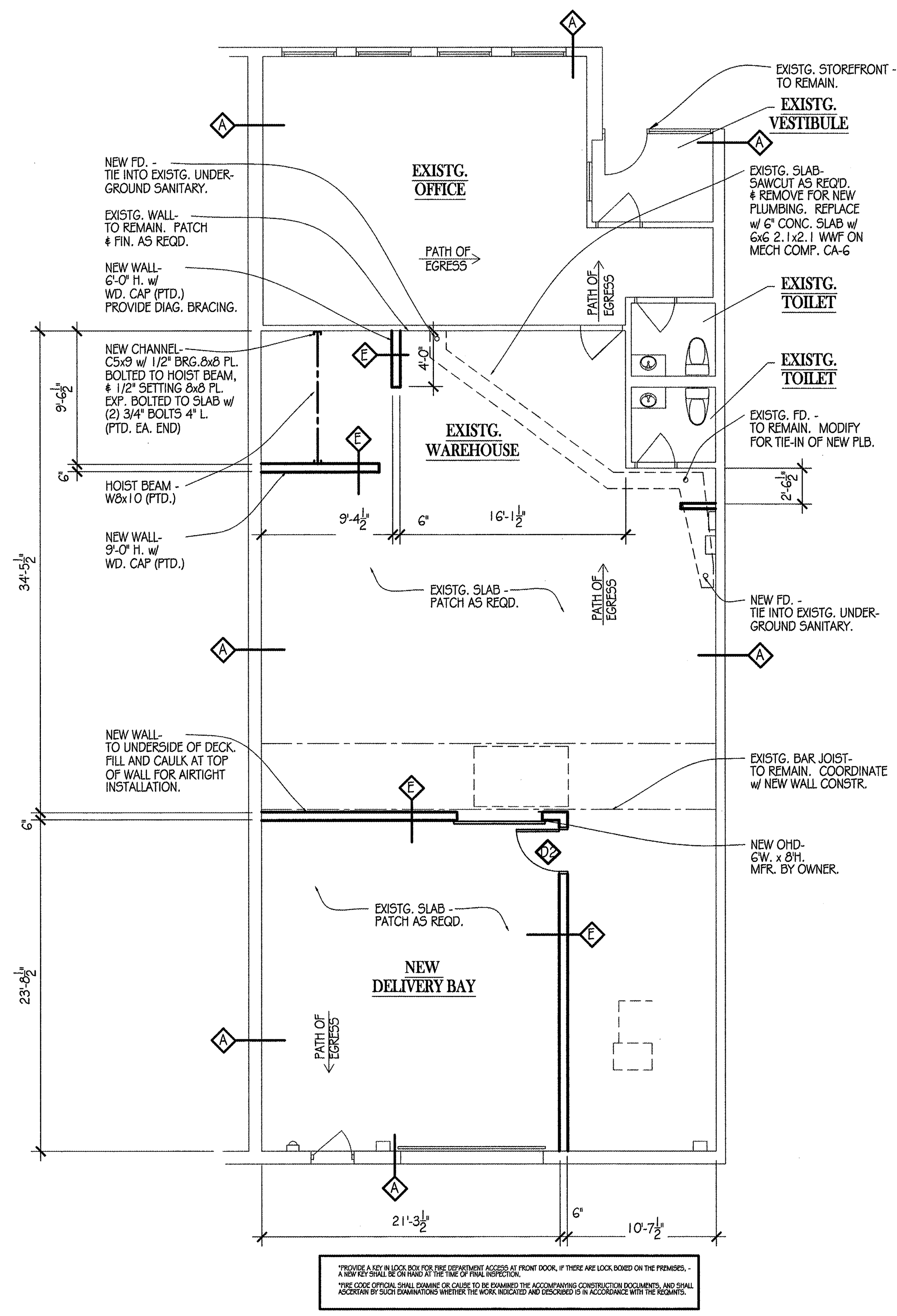
MISCELLANEOUS NOTE:

> All demolition required shall include wall framing and all associated material, including but not limited to: Electrical, Mechanical, Plumbing
> All work to be demolished shall be the responsibility of each individual contractor to make the necessary adjustments, temporary/permanent as required to complete work required.
> All demolition work required is to be verified with existing conditions prior to any work performed. Should any trade require additional information regarding demolition work, the contractor is to contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.
> Each trade understands that the Owner has requested permit plans, only, from the Architect. Typical construction details and designs are not provided as per the Owner. Should the contractor require additional information than provided on the plans, he shall contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.
> All new work shall be as required by the Owner, and applicable to all codes. Demolished/Relocated systems are to be rerouted as required to provide a complete and properly operating system.
> All notes depicted in the documents shall be considered typical throughout. Discrepancies within the documents or related to the work shall be verified by the Contractor. Should the contractor proceed without receiving a written directive from the Owner, then the contractor shall bear full responsibility for that portion, and any work effected by it.



*EXIST SIGNS AND EMERGENCHY LIGHTS SHALL BE LOCATED BY ALL EXITS. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GNERATOR. IF EXIT OR EMERGENCY LIGHTS ARE NOT VISIBLE FROM ALL PATHS OF EGRESS, ADDITIONAL EXITS AND EMERGENCY LIGHTS SHALL BE ADDED. EXIT LIGHTS SHALL BE SPACED A MINIMUM 100FT APART IN ALL CORRIDORS IF NEEDED. AT THE TIME OF FINAL INSPECTION ADDITIONAL EXIT/ EMERGENCY LIGHTS MAY BE REQUIRED IF THE AHJ FEELS LIFE SAFETY IS BEING COMPROMISED.
*ALL LIGHTING AND LIGHTING CONTROL SPECIFIED COMPLY WITH CURRENT ADOPTED CODES. ANY SUBSTITUTED ITEMS MUST ADDITIONALLY COMPLY.
*ALL EQUIPMENT SHALL BE U.L. APPROVED OR ANY OTHER NATIONALLY RECOGNIZED TESTING COMPANY.
*ALL RECEPTACLES SHALL BE GROUNDED AS REQUIRED BY ARTICLE 250-146.
*ALL L/V TO BE IN CONDUIT TO ABOVE DROPPED CEILING OR UP TO TRUSSES. BRIDAIRINGS OR "J" HOOKS REQUIRED..
*ALL LIGHT FIXTURES TO BE PROPERLY SUPPORTED.
*ALL CONDUITS AND BOXES TO BE PROPERLY SUPPORTED.
*MINI BREAKERS NOT PERMITTED.

16 Electrical Plan scale:1/8"=1'-0"



WALL LEGEND

A	> EXIST'G WALLS TO REMAIN
B	> EXIST'G WALLS TO REMAIN - TAPE & FINISH AS REQ'D. TO BOTTOM OF DECK.
C	> EXIST'G WALLS TO REMAIN - 5/8" GYP. BD. ON INT. SIDE
D	> EXIST'G WALLS TO REMAIN - 5/8" GYP. BD. ON INT. w/ SOUND BATT INSUL.
E	> NEW WALLS - 5/8" GYP. BD. ON EACH SIDE OF 1 5/8" x 6" METAL 24GA STUDS @ 16" O.C. HILTI ANCHORED TO SLAB.

NOTE:
A detail and location of the required signage indicating accessible entrances, as well as directional signage indicating the nearest accessible entrance, shall be provided and submitted by the owner.

Per Section IAC-400.310 k

NOTE:
Provide jamb extensions for doors and windows located in 2x6 walls. Provide solid wood blocking behind gyp. board. @ wire shelving, towel bars, hand rails and upper cabinets, coordinate w/ owner.

All interior walls are 2x4 wood stud constr. @ 16" o.c. u.n.o.

8 Floor Plan scale:1/8"=1'-0"

T1 - Title
Building Codes
Floor Plan - Overall
Key/Roof Plan
Electrical Plan

A1 - Room Fin. Schedule
Plumbing Riser
Specifications

Typical Sheet Numbering Layout

13	9	5	1
14	10	6	2
15	11	7	3
16	12	8	4

4 Drawing Index

Certification

STATE OF ILLINOIS
GARY P. LIRA
001-014563
LICENSED ARCHITECT

Current Date 7/2/20
License Exp. Date 11/30/20
Seal Applies To Drawings T1-A1
Signature

Cremation By Water
L&A #220 - Cremation By Water

11 W. College Dr Unit K
Arlington Heights, IL 60004

Minor Tenant Improvement

DATE:	SHEET INDEX:	
Owner Review 30 June 2020 PERMIT 2 July 2020	Title - Certification 4/T1 - Drawing Index 8/T1 - Floor Plan 14/T1 - Key/Roof Plan 16/T1 - Elec. Plan	T1

1 - General Notes

> The Drawings, Notes and Specification have been prepared as a comprehensive document, which represents the intent of the Work requested by the Owner for the proper execution and completion of Work by the Contractor. This document shall be considered complementary throughout. What is required by one is required by all, and shall be coordinated as such.

> Arrangement and organization of drawings, details, specifications and notes shall not control the Contractor in dividing Work among Subcontractors, or in establishing the extent of Work to be performed by any trade.

> The current addition of the AIA Document A201, General Conditions of the the Contract for Construction shall be incorporated as part of the binding Contract Documents.

3 - Concrete

> Concrete materials, aggregates and reinforcing shall conform to the latest edition of the ACI code.

> Concrete must have a minimum compressive strength of 3500 psi after 28 days. (4000 psi for flatwork). Reinforce all concrete walls and provide #5 @ 16" o.c. x 4'-0" hor. corner bars at all intersecting walls. Provide air-entrainment additives for all exposed finish concrete such as sidewalks and pavements.

> Reinforcing shall have a covering as follows:
concrete deposited against soil - 3"
concrete exposed to ground - 2"
concrete in other locations - 1 1/2"

> Reinforcing shall conform to ASTM A 325 and be installed in accordance with ACI 318-71.

> All concrete slabs to have a trowel finish with maximum tolerance of 1/4" in 8'-0".

> Welded wire fabric as shown on plans shall be place 2" from the top of slab, lapped 6" at the edges, and 12" at ends.

> Provide control joints in concrete slabs so that no part is more than 12 ft. in any direction, inside corners, or penetrations thru slab.

6 - Carpentry

>Furnish and install all cold-formed metal framing including bracing, fasteners and related accessories required for work.

>Work shall include structural metals stud walls and soffits, and unistrut support.

>All work shall be installed by specialists in the installation of the specified framing and in the erection of light steel framing.

>Each type of metal framing required, provide mfrs. standard steel runners, blocking, clip angles, shoes, reinforcements, fasteners, and accessories recommended by mfr. for the applications indicated, as needed to complete metal framing system including unistrut support.

>Fastening of components shall be with self tapping screws or welding of sufficient size to ensure the strength of the connection.

>Framing shall be installed plumb, level and square in strict accordance with the plans.

>All dimensions shall be field verified by the respective contractor.

> Portable fire extinguishers shall bear the label of an approved agency, be of an approved type, and be installed in a location visible and accessible to the occupants. Fire Prevention Bureau shall approve location. FPC-519.0

> Provide blocking as required for all fixtures, cabinets, closet organizers, etc.

> 2x framing as required for soffits, false ceilings, mechanical chases shall be included in scope of work and coordinated with other trades.

> Firestop all penetrations with drywall compound, cementitious material, or approved firestop material (both sides).

> Provide 2x blocking for handicap handrails at all toilets and showers.

> Fire partitions shall be constructed of the types of materials shall have the minimum fireresistance rating as prescribed by Table 602 for the type of construction. FPC_303.1

7c - Insulation / Vapor Barrier / Caulk / Fireblocking

> All vapor barrier joints, edges, punctures and penetrations to be sealed with vapor tape to form continuous vapor barrier.

> Insulate all walls and ceilings surrounding bathrooms for sound.

> All insulation shall be free of moisture. Damaged or insulation which was wet at one time, installed or stored, shall be not be used on this project.

> Insulation shall have a flame-spread index not to exceed 25 w/ an accompanying smoke-developed index not to exceed 450 when tested in accordance with ASTM E 84.

> All caulking shall be included in the base scope of work to prevent water/ air infiltration, as required.

> Caulk joints shall not exceed 1/4". Otherwise, additional materials/work shall be required to modify condition.

> Provide required fireblocking per local codes.

8 - Doors and Glazing

> Properly identified safety glazing must be used at all hazardous locations

> Hinges shall be 3/16"x1"x4" steel plate, drilled and tapped at factory for mortise. Lock Strike shall be 3/16"x1"x3" steel plate drilled and tapped.

> Steel stud anchors shall be a maximum of 30 inches on center.

> Floor clips shall be minimum 12 GA. angle clips drilled for anchor bolt to bottom of each jamb.

> All door hardware shall be mortised.

> Wood doors shall meet or exceed ANSI/NWMA industry standards I.S. 1-80, and AWI Quality Standard to Architectural Flush Doors.

> Moisture content of wood shall average 6-8%.

> Provide a two-year minimum mfrs. standard warranty, which covers the following defects; delamination, warp, twists of 1/4", telegraphing of any part of core through face. Warranty shall cover both materials and reinstallation costs.

> Flush Doors shall ve 3-Ply hardwood veneer bonded to particle board core. Core shall be grade "1-L-1" particle board as described in ANSI-A208.1 "Mat-formed Wood Particle board".

> All exterior doors shall be a min. of 1 3/4" solid wood.

> All door hardware shall be included for a properly functioning doorway.

> All egress doors shall be openable from the side from which egress is to be made without the use of a key or special knowledge or effort at all times the building or area is occupied. FPC-608.1, BC 1017.4.1(6)

> All required fireresistance rated doors and hardware shall be maintained as required for the proper operation. FPC-303.3, FPC-303.4, BC 701.0

9 - Finishing

Drywall

> Concealed spaces of soffits (walls & ceilings) shall be firestopped with gypsum board or plywood.

> Provide moisture resistant drywall at all wet areas not to receive tile

> All drywall shall be 5/8" type-x gypsum board.

> All drywall surfaces to be painted shall receive a minimum of three separate coats of taping mud, for a smooth final appearance.

> The first layer of drywall of a rated wall assembly shall be inspected before the drywall is taped & mudded. Contact the community development department to schedule both the building department and fire prevention bureau for the inspection. Approved design number shall be on site.

Paint

> All wall paint is to be Benjamin Moore. The stain manufacturer is "Minwax" or equal. All wall painting to receive one (1) coat primer and Two (2) coat finish paint. All trim to be primed, caulked and two coats of enamel. All touch ups and re-rolling of walls due to construction are included. The bid to include cost for four (4) colors in the house not including ceiling.

> All stained wood to receive One (1) coat stain, One (1) coat sealer, and one (1) coat varnish. Stairs to receive one (1) coat stain, One (1) coat sealer, and one (2) coat varnish.

> All drywall and wood surfaces to be painted shall receive a minimum of three separate coats of paint, for a consistent final appearance achieving the desired color/effect (1 primer, 2 finish coats).

> All wood surfaces to be stained shall receive a minimum of three separate coats of stain and finish, for a consistent final appearance achieving the desired color/effect (1 stain, 2 finish coats).

> All interior finishes to have a Class 1 flame spread.

Acoustical Tile

> Installation of acoustical suspension system shall be according to ASTM- C-636 "Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels" and according to mfr. recommendations.

> Suspension system shall be 12 ga. hanger wires space 4' o.c. ea. direction, and additional hangers at ends, as required and at light fixtures.

> Wall moldings shall be hemmed edge typical, with continuous ribbon of of acoustical adhesive or caulking compound on vertical web.

> Vinyl wipeable A.C.T., fitted.

10 - Specialties

> Portable fire extinguishers shall bear the label of an approved agency, be of an approved type, and be installed in a location visible and accessible to the occupants. Fire Prevention Bureau shall approve location. FPC-519.0

> The Owner or operator of any facility which currently has or shall be installing a fire detection system (automatic or manual) and/or a fire suppression system, shall provide a repository container (lock box) at the facility. FPC-113.0

> The repository container (lock box) shall contain key(s) to access those portions of the facility that the code official deems necessary. Each key shall be labeled as to it area(s) of function FPC-113.2

> Submit fire protection and fire alarm shop drawings (5) sets. FPC-501.1, FPC-501.2, NFPA 13, and NFPA 72., if required.

15a - Mechanical

> All work shall be completed on a Design/Build basis. Design and layout shall be approved by Owner prior to commencement of any work.

> Mechanical plans are schematic in nature, and is the contractor's responsibility for final verification of sizing, and coordination with existing conditions, new conditions, and work of other trades.

> All routing, transitions and fittings shall be provided as required.

> Verification, additional drawings and calculations required by local jurisdiction shall be considered part of this scope of work.

> Coordinate all ductwork with other trades.

> All ductwork shall be installed to maximize head clearance and minimize requirement for soffits or chases. (All TJI's to be drilled per manufactures requirements)

> Provide balancing dampers at each branch duct take-off with locking device.

> All diffusers shall be fully adjustable and all return diffusers shall be ducted high and low (Return ducts to be sized for use of either high or low diffuser with the other in closed position).

> All ductwork shall be a metal closed system, of galvanized steel constructed in accordance with SMACNA standards and requirements of Chapter 16 IRC. "panning" is not permitted.

> Flexible ducts shall be metal flex with a maximum length of 6 ft.

> Contractor shall provide all air balancing work to obtain specified, or required CFM.

> Firestop all penetrations with drywall compound, cementitious material, or approved firestop material (both sides).

> Provide min. R8 insulation around ducts installed inside the building but outside the conditioned space.

> Field verified code compliant firestopping shall be provided at the following locations: Openings around vents, pipes, ducts, chimneys and fireplaces at ceiling and floor level, without noncombustible materials.

> Manufacturer's mechanical appliance installation instructions shall be on the jobsite at times of inspection.

15b - Plumbing

> This scope of work shall require Design/Build services as required by the Owner and shall comply with local jurisdictions. Design and layout shall be approved by Owner prior to commencement of any work.

> All work shall comply to ASTM standards and pass final inspection by the building department.

> Contractor shall provide all excavation and backfill as required, and as specified in Excavation/Backfill section, if req'd.

> Gas lines to be black steel, schedule 40, w/ 125 psi screw fittings. Provide final connections and shut-off valves to each gas equipment. Flexible gas piping shall bear U.L label

> Purple primer shall be used on all PVC joints.
> L type copper shall be used.
> Vent terminal increasers required.
> Public Lavatories require the use of an automatic water-mixing device.
> Water closets must have an open front seat and be of the elongated type.
> Flush lever shall be on the wide side of the room.
> All connections to the potable water shall be protected from backflow.

> Field verified code compliant firestopping shall be provided at the following locations: Openings around vents, pipes, ducts, at ceiling and floor level, without noncombustible materials.

> No waste line or water pipe may be installed in an exterior wall without protection from freezing.

> All plumbing walls will be of substantial thickness to accommodate waste vent and water pipe without over-notching or boring of the studs.

> Each appliance shall be provided with an approved shut-off valve from the appliance. Valve to be located six feet (6') within appliance.

> Piping slopes to be 1/4" per foot and/or as required by code.

> Plumbing contractor to rough in and make final connections to all fixtures and equipment requiring water and gas.

> All plumbing fixtures to have 1/2" air chambers 12" long. Risers to have air chambers 24" long.

> Provide shut off valves for all risers, branches, fixtures and appliances. All main water valves shall be 125 psi ball valve.

> Insulate all horizontal cold water lines and all plumbing lines in exterior walls or unheated spaces, and all horizontal PVC drain lines. with 1/2" thick 3-lb density fiberglass insulation with universal jacket.

> All gas piping shall be included as part of this scope of work, w/ a shut-off valve and at all appliances and equipment, within 6 feet.

> Provide all necessary Clevis hangers for all piping support. Provide half sleeve 12" long galvanized steel sleeve under piping insulation at each hanger.

> Provide cleanouts in any run with a bend more than 60 degrees, within 5'-0" of the building wall, at the base of stacks, and at changes of direction. and total of fittings between c.o. not to exceed 120 degrees.

> All fixtures shall be verified with the Owner for final location and layout prior to the installation of any work. All access panels shall be arranged to accommodate future work, and in locations approved by the Owner.

> Firestop all penetrations with drywall compound, cementitious material, or approved firestop material (both sides).

> Provide required fireblocking in accordance w/ R302.11 of the 2009 international residential code.

> Solder for joints shall not contain lead.

> Provide gas fired domestic water heater, which shall be complete with 199% gas safety shut-off, draft hood, ASME T&P relief and drain valves.

>Wet venting may be allowed by plumbing inspector only when a plumbing fixtgure canont be indiv. vented due to structure.

> All new connections to the eixting plumbing system will be made in accordance with the current Illinois Plumbing Code adopted and field verified by inspector.

16 - Electrical

> This scope of work shall require Design/Build services as required by the Owner and shall comply with local jurisdictions. Design and layout shall be approved by Owner prior to commencement of any work.

> The contractor shall submit to the Owner for review the following: drawings, product specifications and wiring connection diagrams, with installation instructions, operating and maintenance manuals.

> Provide a disconnect switch and wiring for all mechanical equipment.

> Provide a minimum of 15% free panel space for future expansion

> Wall switches and outlets shall be rated 125 volts- single phase, 15 AMP or 20 AMP as required. All kitchen outlets to be GFI protected.

> All outlets shall be mounted at 15" A.F.F., unless noted otherwise.

> All opening locations to be verified with owner prior to final placement.

> All electrical work coordinated for other trade's work shall be required as part of this scope of work.

> All electrical conductors shall be copper. All wiring shall be #14 gauge. (Aluminum is not permitted).

> Rigid galvanized conduit must be used in, through or under all interior concrete slab construction and through all foundation wall penetrations.

> All outlets and switches must be connected to wires using screw-type terminals and not the push-type terminals

> All wiring 25 volts or greater in new construction shall be conveyed through rigid metal conduit. PVC is not allowed.

> Firestop all penetrations with drywall compound, cementitious material, or approved firestop material (both sides).

> Provide required fireblocking in accordance w/ current codes

> The integrity of all firestopping shall be continuously maintained. BC721.4

> Firestopping shall not be concealed from view until inspected and approved.

> Field verified code compliant firestopping shall be provided at the following locations: Openings around vents, pipes, ducts, chimneys and fireplaces at ceiling and floor level, without noncombustible materials.

> All electrical components shall conform to the applicable requirements of NEMA standards, shall be U.L. listed and shall comply with the requirements of the National Electrical Code.

> Firestop all penetrations with drywall compound, cementitious material, or approved firestop material (both sides).

> Provide required fireblocking in accordance w/ R302.11 of the 2009 international residential code or current codes

> Electrician shall be responsible for the installation of all light fixtures (provided by owner).

> Water pipes and gas pipe of the water heater shall be properly bonded together.

> The following appliances and equipment shall have a disconnect switch: eahc furnace, each air conditioner, water heater, and dishwasher.

18 - General Requirements

> All work shall comply with local jurisdiction and ordinances.

> Contractors are to familiarize themselves with the site and all existing conditions and are to notify the Architect of any discrepancies with the drawings before proceeding with any work.

> All contractors and Subcontractors shall furnish Workers Compensation and General Liability Insurance Certificates prior to the start of any work.

> All trades shall comply with OSHA, State and Local requirements for the safety of the workers on the job and passers by.

> Contractors shall procure all Local and State permits. The Owner shall reimburse permit fees on proof of payment.

> Any additional diagrams or information pertaining to plumbing, HVAC and Electrical necessary for obtaining permits shall be the requirement and submitted by the respective trade.

> All trades to coordinate their work with other trades in advance and to cooperate in the expeditious completion of the Project.

> All work shall be installed in a neat and workmanlike manner.

> All work shall be installed in strict accordance with the mfr.'s specifications and recommendations.

> The contractor is to notify utility companies prior to any excavation work. as part of the contractual documents.

> All fixtures, materials and equipment shall be new and of first quality.

> Provide address on the front and rear doors. Each building to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way. All numbers shall be in arabic numerals at least 3 inches high and 1/2" inch stroke. PM-302.2

> All firestopping shall consist of approved noncombustible materials securely fastened in place FPC-303.2. Contractor to submit manufacturer specifications on the firestopping material that is to be used.

> Provide effective firestops to prevent the free passage of flame and products of combustion through concealed spaces or openings in the event of fire.

>Contractor must submit information and show compliance to the 1996 BOCA National Building Code section 1705.0, Special Inspections.

> The entire jobsite is to be kept free from the accumulation of debris each day. Each trade is responsible for the daily removal and cleanup of its' debris. The Owner reserves the right to hire labor directly for trash removal, and back charge the contractor accordingly.

> The Owner or operator of any facility which currently has or shall be installing a fire detection system (automatic or manual) and/or a fire suppression system, shall provide a repository container (lock box) at the facility. FPC-113.0

> All firestopping shall consist of approved noncombustible materials securely fastened in place FPC-303.2. Contractor to submit manufacturer specifications on the firestopping material that is to be used.

> Provide effective firestops to prevent the free passage of flame and products of combustion through concealed spaces or openings in the event of fire.

>Contractor must submit information and show compliance to the 2003 IBC, Special Inspections, per section 106.1.

> Fire partitions shall be constructed of the types of materials shall have the minimum fireresistance rating as prescribed by Table 602 for the type of construction. FPC_303.1

> All firestopping shall consist of approved noncombustible materials securely fastened in place FPC-303.2. Contractor to submit manufacturer specifications on the firestopping material that is to be used.

> Portable fire extinguishers shall bear the label of an approved agency, be of an approved type, and be installed in a location visible and accessible to the occupants. Fire Prevention Bureau shall approve location. FPC-519.0

> Submit fire protection and fire alarm shop drawings (5) sets. FPC-501.1, FPC-501.2, NFPA 13, and NFPA 72.

> All fire protection systems shall be tested by the Owner or an authorized representative and in the presence of the Fire Prevention Bureau. CONTACT THE FIRE PREVENTION BUREAU 48 HOURS IN ADVANCE OF THE TEST. FPC-501.3, NFPA 72 Section 7-1, NFPA 13, Section 8-1.

> All structural design and drawing utilize the current code as required. Locations and types of all joints, concrete pours and mechanical openings shall be coordinated by the General Contractor for review by the Architect and Structural engineer. All existing conditions shall be jobsite measured and surveyed prior to any new material fabrication.

> All wall hung items may not protrude more than four inches (4") into adajecnt,walks, halls, corridors, passagewyas or aisles if the leading edge is between twenty-seven inches (27") and eighty inches (80") above the finished floor. Objects wtih their leading edges below twenty-seven (27") can protrude any amount. Section: IAC-400.310 a10.

> Life safety systems shall remain in service at all times during construction.

> Emergency egress shall be maintained at all times.

> A seperate permit is required for work on the fire alarm system.

> During inspection process, changes or additional equipment may be required.

> Keys for the new occupancy will be required to be added to key safe.

> All materials usad as interior, other than foam plastic, shall have a min. Class C flame spread and smoke-developed indices, when tested in accordance with ASTM E 84 or UL 723, as described inSection 803.1.1 of the IFC. Material data sheets of products installed shall be vailable on site for confirmation.

> Proper location and effectiveness of emergency lighting and fire extinguishers where applicable will be verified during the inspection process. Changes or additional equipment may be requried.

> Main return aire duct and eshaust air plenum of each unit have a greater capacity of 2,000cfm shall be provided with a smoke detector, serviceable in an area downstream of the last duct inlet. Smoke detectors in HVAC ductwork shall be accessible.

> Contractor shall provide mfr. cut sheets for door hardware to be used on egress doors.

(16) Specifications scale:(none)

AREA IDENTIFICATION	FLOORING: SEALED CONCRETE	FLOORING: EXISTG. TO REMAIN	FLOORING	BASE: Vinyl Cove BAse As Reqd.	BASE: EXISTG. TO REMAIN	WALLS NORTH: FRP 5'H./Paint	WALLS NORTH: EXISTG. TO REMAIN	WALLS EAST: FRP 5'H./Paint	WALLS EAST: EXISTG. TO REMAIN	WALLS SOUTH: FRP 5'H./Paint	WALLS SOUTH: EXISTG. TO REMAIN	WALLS WEST: FRP 5'H./Paint	WALLS WEST: EXISTG. TO REMAIN	CEILING: NEW A.C.T	CEILING: EXISTG. TO REMAIN	CEILING: HEIGHT	COMMENTS
EXISTG. VESTIBULE		○			○		○		○		○		○		○	EXISTG	
EXISTG. OFFICE		○			○		○		○		○		○		○	EXISTG	
NEW WASH AREA	○			○		○		○		○		○		○		EXISTG	VINYL FACED A.C.T.
EXISTG. WAREHOUSE		○		○	○		○		○	○	○		○		○	EXISTG	

(5) Room Finish Schedule scale:(none)

DOOR SCHEDULE:

MARK	LOC. / MATL.	SIZE / THK	STYLE / FIN	GLASS / HDW	COMMENT
DE	EXISTG / EXISTG	EXISTG / EXISTG	EXISTG / EXISTG	EXISTG / EXISTG	
D1	OFF / WD	3'x6'-8" / 1 3/4"	FLUSH / STAIN	NONE / 1	
D2	OFF / WD	3'x6'-8" / 1 3/4"	FLUSH / STAIN	NONE / 1	

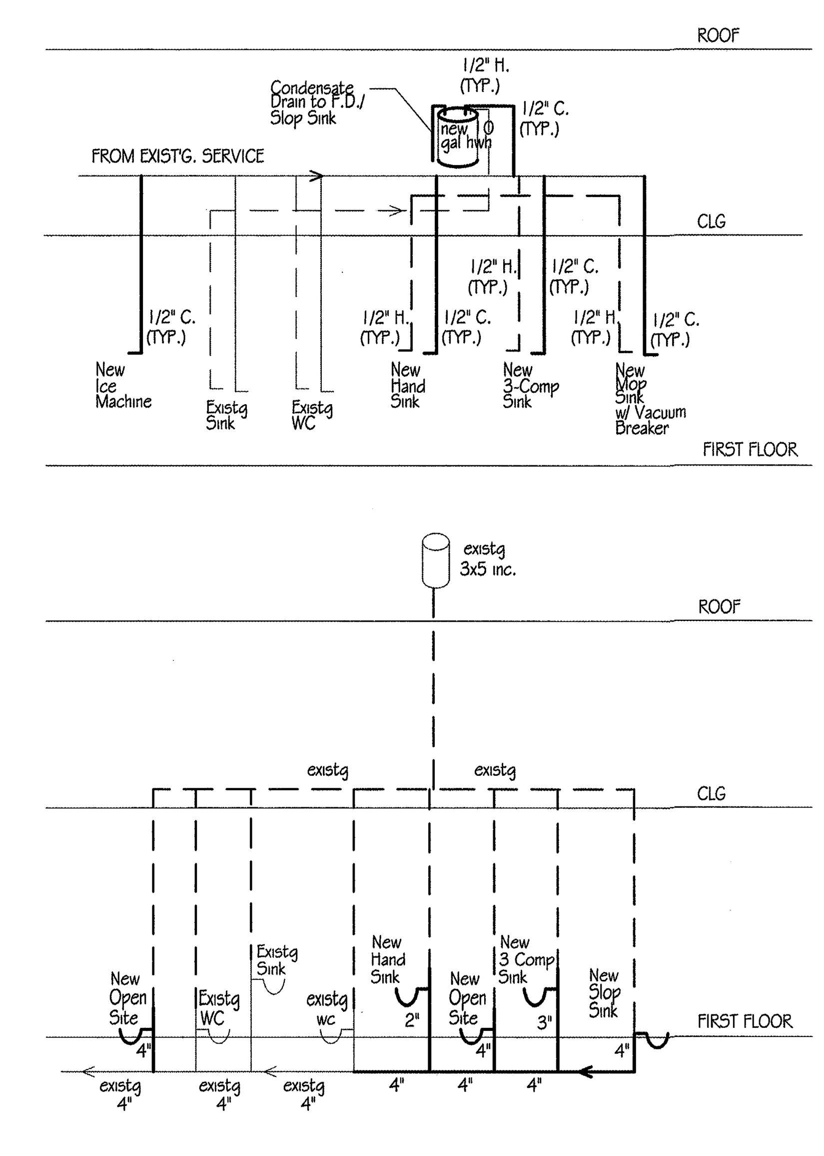
Hardware Schedule:

#1	3 butt hinges. Lockset Lever - Passage Wall stop. Closer
#2	3 butt hinges. Lockset Lever - Storage Wall stop. Closer. Tight fitting.

Door Notes:

* Door hardware shall be capable of operation with the use of one (1) hand and shall not require tight pinching, tight grasping or twisting of the wirst to operate. Thumb turn deadbolts are prohibited, lever or paddle deadbolt releases are acceptable. Door threshold shall not exceed one-half inch (1/2") in hieght, thresholds exceeding one-quarter inch (1/4") in hieght shall have a 1:2 bevel. Door closers shall meet opening force and sweep period requirements. Per Section IAC-400.310 j 7,8,9,10
* Door hardware to be paddle or lever type, no thumb turns,
* All egress doors to swing out in the direction of travel, if it is determined that the occupancy will be over 50 people.

(6) Door Schedule scale:(none)



** General Plumbing Notes **

* Contractor shall supply all plumbing fixtures to be installed by respective contractor.
* All fixtures shall be trimmed and caulked for final appearance.
* All new piping shall be installed and coordinated with the existing conditions as required. All modifications of the existing piping for a complete and properly operating system as required by the new work shall be included.
* Any modifications required to other systems, including but not limited to: carpentry, drywall, electrical and mechanical, shall be included in the Base scope of work.
* Any and all work which is required, but not specifically depicted on the plans, that modifies the proposed design shall be verified and approved by Owner. Any work installed without the Owner's approval is subject to be relocated at the contractor's expense.
* Plumbing contractor shall verify final sizes of all piping in relation to final routing, and sequencing of new fixtures as it relates to fixture units, and current codes. The existing water service shall be verified for its conformance to current requirements, and abililty to service proposed work. All work associated with providing a complete installation shall be included as part of the base bid.
* There are no dead ends in the water system greater than two feet (2') where water in the piping may become stagnant (future fixtures).
* Unvented dead ends in the drain and waste piping are not approved (future fixtures).
* No uninstalled copper piping shall be left on job site overnight.
* Any and all work which is required, but not specifically depicted on the plans, that modifies the proposed design shall be verified and approved by Owner. Any work installed without the Owner's approval is subject to be relocated at the contractor's expense.
* Plumbing contractor shall verify final sizes of all piping in relation to final routing, and sequencing of new fixtures as it relates to fixture units, and current codes. The existing water service shall be verified for its conformance to current requirements, and abililty to service proposed work. All work associated with providing a complete installation shall be included as part of the base bid.
* Contractor shall supply all plumbing fixtures to be installed by respective contractor.
* Provide Hot Water Return Line as required per code.
* 3-Compartment sink to have (2) integral drain boards, w/ sinks large enought to submerge largest container to wash.
* Ice machine to have dual check valve. largest container to wash.

(8) Plumbing Riser Diagram scale:(none)

LIRA & ASSOCIATES

2015 S. Arlington Hts. Rd.
Suite 118 C
Arlington Heights, IL 60005
Phone 847.956.7100
Fax 847.956.7170

MISCELLANEOUS NOTE:

> All demolition required shall include wall framing and all associated material, including but not limited to: Electrical, Mechanical, Plumbing

> All work to be demolished shall be the responsibility of each individual contractor to make the necessary adjustments, temporary/permanent as required to complete work required.

> All demolition work required is to be verified with existing conditions prior to any work performed. Should any trade require additional information regarding demolition work, the contractor is to contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.

> Each trade understands that the Owner has requested permit plans, only, from the Architect. Typical construction details and designs are not provided as per the Owner. Should the contractor require additional information than provided on the plans, he shall contact the Architect immediately prior to any work beginning. Should the trade not receive a written directive from the Architect prior to the beginning of work, the contractor shall bear all responsibility for that portion of work, and any work affected.

> All new work shall be as required by the Owner, and applicable to all codes. Demolished/Relocated systems are to be rerouted as required to provide a complete and properly operating system.

> All notes depicted in the documents shall be considered typical throughout. Discrepancies within the documents or related to the work shall be verified by the Contractor. Should the contractor proceed without receiving a written directive from the Owner, then the contractor shall bear full responsibility for that portion, and any work effected by it.

Certification

Cremation By Water

L&A #220 - Cremation By Water

11 W. College Dr Unit K
Arlington Heights, IL 60004

Minor Tenant Improvement

DATE:	SHEET INDEX:
Owner Review 30 June 2020	5/A1 - Certification
Permit 2 July 2020	6/A1 - Door Schedule
	8/A1 - Plb. Riser
	16/A1 - Specifications

A1

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: 11 W College Dr., Unit K – Cremation by Water – Land Use Variation to allow a Crematory in the M-1 District, Variation to Waive Traffic & Parking Study

PC#: 20-011– Round 1

Date: August 5, 2020

General Comments:

The information provided is conceptual only and subject to a formal plan review.

Sam –

I do not have any comments or objections for the LUV and Waiver of Traffic and Parking Study.

Village of Arlington Heights, IL
Building & Life Safety Department

Fire Safety Division

Date: 7/28/2020	P.C. Number: 20-011 Round 1
Project Name:	Cremation By Water LUV
Project Location:	11 W. College Dr
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.

2. No additional comments at this time.

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DEVELOPMENT DEPARTMENT

Date 07-28-20

Reviewed By:
Fire Safety Supervisor

Village of Arlington Heights
Public Works Department

Memorandum

To:	Sam Hubbard, Planning and Community Development
From:	Cris Papierniak, Assistant Director of Public Works
Date:	August 10, 2020
Subject:	11 W College PC#20-011 Round 1

With regard the proposed construction, PW has the following comments:

1) A new RPZ must be installed for the fire suppression system and domestic water system. The initial device must e installed immediately after the incoming water meter.
2) A new water meter will be required for the fire and domestic water systems.
3) Include items #1 and #2 on revised plumbing plans.

C. file

ENGINEERING DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 20-011

Petitioner: Philip & Colleen Flores
(Cremation by Water LLC)
847.414.4414

Owner: 11 West College General Partnership
(POC: Rich & Cathy Bondarowicz)
312.504.1835

Contact Person: Philip Flores, Jr.
Address: 11 E. Brookwood Drive
Arlington Heights, IL 60004-2511
Phone #: 312.340.8852
Fax #: n/a
E-Mail: PhilipFloresJr@yahoo.com

P.I.N.# 03-08-316-002
Location: 11 W. College Drive, Unit K, 60004
Rezoning: ____ Current: ____ Proposed: ____
Subdivision: ____
\# of Lots: ____ Current: ____ Proposed: ____
PUD: ____ For: ____
Special Use: ✔ For: Crematory
Land Use Variation: ✔ For:
Eco-friendly Aqua Cremation Business
Land Use: ____ Current: ____
Proposed: ____
Site Gross Area: ____
\# of Units Total: 1 Unit (2,600sq ft) - Commercial
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

1. PUBLIC IMPROVEMENTS REQUIRED:

	YES	NO	COMMENTS
a. Underground Utilities			
Water		NO	
Sanitary Sewer		NO	
Storm Sewer		NO	
b. Surface Improvement			
Pavement		NO	
Curb & Gutter		NO	
Sidewalks		NO	
Street Lighting		NO	
c. Easements			
Utility & Drainage		NO	
Access		NO	

2. PERMITS REQUIRED OTHER THAN VILLAGE:
   - a. MWRDGC X (?)
   - b. IDOT ____
   - c. ARMY CORP ____
   - d. IEPA ____
   - e. CCHD ____

	YES	NO	COMMENTS
3. R.O.W. DEDICATIONS?		X	
4. SITE PLAN ACCEPTABLE?	X		
5. PRELIMINARY PLAT ACCEPTABLE?		N/A	
6. TRAFFIC STUDY ACCEPTABLE?		N/A	
7. STORM WATER DETENTION REQUIRED?		X	
8. CONTRIBUTION ORDINANCE EXISTING?		X	
9. FLOOD PLAIN OR FLOODWAY EXISTING?		X	
10. WETLAND EXISTING?		X	

GENERAL COMMENTS ATTACHED

PLANS PREPARED BY: LIEB ASSOC.
DATE OF PLANS: JUNE 30, 2020

[signature] 8/5/2020
~~Director~~ VILLAGE ENGINEER Date

PLAN COMMISSION PC #20-011
Cremation by Water LUV
11 W College Dr
Round 1

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. Provide the determination letter from the Metropolitan Water Reclamation District approving the output into the sanitary sewer.

8/5/2020

Michael L. Pagones, P.E. Date
Village Engineer

Arlington Heights Fire Department
Plan Review Sheet

P. C. Number 20-011

Project Name: Cremation By Water

Project Location: 11 W. College Drive

Planning Department Contact: Sam Hubbard

General Comments

Round 1
General Comments:

1)The Fire Department will defer to Don Lay from the Building and Life Safety Department as to whether the change of occupancy changes any code requirements for the existing structure.

2) All current codes are to apply to the storage and use of any chemicals in the process.

3) A Knox Box shall be located at the main front entrance on this new business.

NOTE: PLAN IS CONCEPTUAL ONLY SUBJECT TO DETAILED PLAN REVIEW

Date: August 4, 2020

Reviewed By: LT. Mark Aleckson
Arlington Heights Fire Department

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Cremation by Water LUV
11 W College Dr

Round 1 Review Comments **07/30/2020**

1. **Character of use:**
   The character of use is consistent with the area and is not a concern.

2. **Are lighting requirements adequate?**
   Lighting should be up to Village of Arlington Heights code. The exterior of the building should be illuminated especially during nighttime hours for safety, to deter criminal activity and increase surveillance/visibility- potentially reducing theft, trespassing, vandalism, underage drinking, and other criminal activity.

3. **Present traffic problems?**
   There are no traffic problems at this location.

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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 additional 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.

A. O. #330
Alexandra Ovington, Crime Prevention Officer
Community Services Bureau

Approved by:

D Hoyt #557
Supervisor's Signature

HEALTH SERVICES DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 20-012
Petitioner: Bitco Holdings, LLC – W. Rand Rd.
56 Skokie Valley Road
Highland Park 60035
Owner: Bitco Holdings, LLC – W. Rand Rd.
56 Skokie Valley Road
Highland Park 60035
Contact Person: Robert M. Wigoda
Address: 1622 Willow Road - Suite 202
Northfield, Illinois 60093
Phone #: (312) 263-3000
Fax #: (312) 263-8489
E-Mail: rmw@wigodalaw.com

P.I.N.# 03-18-401-148-0000 and 03-18-401-149-0000
Location: 221 West Rand Rd., Arlington Heights, IL
Rezoning: ______ Current: ______ Proposed: ______
Subdivision: ✓
\# of Lots: 1 Current: 1 Proposed: ______
PUD: ______ For: ______
Special Use: ______ For: ______
Land Use Variation: ______ For: ______
Land Use: ______ Current: retail
Proposed: retail
Site Gross Area: approximately 45,085 sqaure feet
\# of Units Total: ______
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

1. GENERAL COMMENTS:

No comments at this time.

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AG 04

Sean Freres 8/4/20
Environmental Health Officer Date

James McCalister 8/4/20
Director Date

Planning & Community Development Dept. Review

August 9, 2020

REVIEW ROUND 1

Project: 11 W. College Dr. – Unit K
Cremation By Water LUV

Case Number: PC 20-011

General:

7. The following zoning approvals shall be required:
    a. Land Use Variation to allow a Crematorium in the M-1 District.
    b. Variation from Chapter 28, Section 6.12.2c, to waive the requirement for a traffic and parking study by a certified traffic engineer.

8. Section 5.1-15.5a states that all uses shall take place "without creating disturbing influences to the use and occupancy of adjoining properties." The equipment exhaust is proposed on the roof at the edge of the rear of the building, adjacent to where the property abuts single-family homes. Please provide a detail for the exhaust piping to determine if screening is required. Additionally, please confirm if there will be any odors detectable from the exterior of the building.

9. Please revise the project narrative to include the following information:
    a. What is your expected volume of walk in customers on a daily or weekly basis?
    b. Clarify if you and your wife will be the only employees, or if you will have additional employees.
    c. How many bodies to you expect to be processing on a daily basis when running at typical capacity?
    d. How long does the process take for each body?

10. Will Cremation By Water have a company vehicle stored onsite for transport? Or will all transport take place in a vehicle that will be stored at home, or are all incoming bodies transported by the client?

Prepared by: ____________

Cremation By Water - LUV
11 W. College Drive
PC #20-011
August 10, 2020

Landscape Comments

1. The code-required screen must be provided along the west property line adjacent to the residential district. Chapter 28, Section 6.15-2.2 requires either; a 6-foot tall masonry wall, a 6-foot tall solid wood fence, or an offset double row of 6-foot high densely planted landscape material that provide year round opacity.

August 20, 2020

Village of Arlington Heights
C/O: Sam Hubbard, Planning Commission
33 South Arlington Heights Road
Arlington Heights, Illinois 60005-1499

Response to Planning Commission Application Comments – Cremation by Water, PC# 20-011

Dear Planning Commission:

The comments below are in response to the questions and comments in the Planning Commission Application follow up.

DEPARTMENT	No.	PLANNNG COMMISSION COMMENTS	CREMATION BY WATER RESPONSES
Fire Safety Division	1	All current adopted codes shall apply.	We acknowledge.
	2	No additional comments at this time.	We acknowledge.
Public Works	1	A new RPZ must be installed for the fire suppression system and domestic water systems. The initial device must be installed immediately after the incoming water meter.	The single-story property at 11 West College Drive does not have a fire suppressant system. The landlord confirmed to coordinate the installation of an RPZ installed at the centralized water main for the property, after the incoming meter. Spoke to Don Lay and he agreed there was no need to add a fire suppressant system.
	2	The new water meter will be required for the domestic water systems.	The landlord confirmed to coordinate arrangements for new water meter installation before moving in.
	3	Including items #1 and #2 on revised plumbing plans.	We acknowledge.
Village Engineer	11	The petitioner is notified that these comments are being provided to endure that the project meets the requirements for submittal to the Plan Commissions. 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.	We acknowledge.
	12	Provided the determination letter from the Metropolitan Water Reclamation District approving the output into the sanitary sewer.	We acknowledge. MWRD letter attached.
Fire Department	1	The Fire Department will defer to Don Lay from Building and Life Safety Departments as to whether the change of occupancy changes any code requirements for the existing structure.	We acknowledge.
	2	All current codes are to apply to the storage and use of any chemicals in the process.	We acknowledge.
	3	A Knox Box shall be located at the main front entrance on this new business.	We acknowledge and will install.

Community Services Bureau	1	**Character of Use**: The character of use is consistent with the area and is not a concern.	We acknowledge. No additional action required.
	2	**Are lighting requirements adequate?** Lighting should be up to Village of Arlington Heights code. The exterior of the building should be illuminated especially during night-time hours for safety, to deter criminal activity and increase surveillance/visibility - potentially reducing theft, trespassing, vandalism, underage drinking, and other criminal activity.	We acknowledge. The premises are well lit, has external surveillance cameras and are one of the reasons for selecting the location. No additional action required.
	3	**Present traffic problems?** There are no traffic problems at the location.	We acknowledge. No additional action required.
	4	Tr**affic accidents at particular locations?** This is not a problem area in relation to traffic accidents.	We acknowledge. No additional action required.
	5	**Traffic problems that may be created by development.** This development should not create any additional traffic problems.	We acknowledge. No additional action required.
	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 all hours.	We acknowledge. Emergency Information Card attached.
Planning Department	7	The following zoning approvals shall be required:	We acknowledge.
	a	Land Use Variation to allow a Crematorium in the M-1 District.	We acknowledge.
	b	Variation from Chapter28, Section 6.12.2c, to waive the requirement for a traffic and parking study by a certified traffic engineer.	We acknowledge.
	8	Section 5.1-15.5a states that all uses shall take place "without creating disturbing influences on the use and occupancy of adjoining properties." The equipment exhaust is proposed on the roof at the edge of the rear of the building, adjacent to where the property abuts single-family homes. Please provide a detail for the exhaust piping to determine if screening is required. Additionally, please confirm if there will be any odor detectable form the exterior of the building.	The exhaust piping is a standard plumbing vent line like every business and residence has in place for plumbing purposes (sinks, toilets, etc.). It is necessary in order for the appliances to fill and drain. The vent line will not be unsightly, nor will it produce any sound or odor that could be detected from the exterior of the building.
	9	Please revise the projected narrative to include the following information:	We acknowledge and will.
	a	What is your expected volume of walk-in customers on a daily or weekly basis?	The walk-in clientele will be primarily the pet operation. An expected average volume would be 1 person per day dropping off pets from the rear of the facility. In late Q4 2021 through or latested beginning of Q1 2022 there will be families coming in for preplanning consultation for loved ones weekly.
	b	Clarify if you and your wife will be the only employees, or if you will have additional employees.	The primary operators will be Philip and Colleen (on occasion). A part-time employee is targeted to start in Q4 2021.
	c	How many bodies to you expect to be processing on a daily basis when running at typical capacity?	When running at typical capacity, we cremate 2-3 bodies.
	d	How long does the process take for each body?	The average human creation will take 2.5-3 hours in the HT550.

	10	Will Cremation by Water have a company vehicle stored onsite for transportation? Or will all transports take place in a vehicle that will be stored at home or are all incoming bodied transported by the client.	The vehicle will not be stored on property overnight. The company vehicle for pet transport will follow Philip to work and residence. Bodies will be delivered thru the rear entrance of the building, under closed overhead door.
Landscape Comments	1	The code-required screen must be provided along the West property line adjacent to the residential district. Chapter 28, Section6.15-2.2 requires either; a 6-foot masonry wall, a 6-foot-tall solid wood fence, or an offset double row of 6-foot high densely planted landscape material that provide year-round opacity.	With respect to the existing deficiency in dense landscaping screening, the landlord was reached out to separately and will address the screen violation for the property with Derek Mach. Over the past few years, the landlord has discovered ComEd aggressively cuts back landscaping yearly and contributed to less dense landscaping.

We are look forward to seeing you on our hearing date.

Sincerely,

Philip Flores Jr.

Philip Flores, Jr.
Co-Owner & Chief Operating Officer

PLAN COMMISSION PROJECT TIMELINE

Project Name: Cremation By Water LUV
PC Number: 20-011
Location: 11 W. College Drive - Unit K

Requested Action:

1. Land Use Variation to allow a “Crematory” within the M-1 Zoning District.
2. Variation to Chapter 28, Section 6.12.2c, to waive the requirement for a traffic and parking analysis by a qualified professional engineer.

	Date	# of Business Days
Petitioner Provides Plans needed for CPRC	07/06/20	-
Conceptual Plan Review Meeting (CPRC)	07/22/20	12
Awaiting Petitioner PC Application	07/23/20	1
PC Application Submittal Date	07/23/20	-
1st Round Department Comments	08/10/20	12
Petitioner’s Response – 1st Round	08/21/20	9
PC Hearing	09/09/20	33 days from application date
Village Board	09/21/20	8
Anticipated Village Board Ord. Adoption	10/05/20	10