



President and Board of Trustees
Village of Arlington Heights
Committee-of-the-Whole
Community Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
July 7, 2014
7:15 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. NEW BUSINESS

- A. 7:17 p.m. - Consideration of recommending to the Liquor Commissioner the issuance of a Class "B" and Class "T" Liquor License to Joe Caputo and Sons AH, Inc., dba Joe Caputo and Sons, located at 325 E. Palatine Road
- B. 7:35 p.m. - Use of public sidewalks for outdoor dining café for Salsa 17 Restaurant - 17 W. Campbell
- C. 7:52 p.m. - Interview of Christopher Laughlin for Appointment to the Arts Commission

V. OTHER BUSINESS

VI. 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.



Item: Consideration of a Liquor License - Joe Caputo and Sons

Department:

Consideration of recommending to the Liquor Commissioner the issuance of a Class "B" and Class "T" Liquor License to Joe Caputo and Sons AH, Inc., dba Joe Caputo and Sons, located at 325 E. Palatine Road

ATTACHMENTS:

Description

Type

No Attachments Available



Item: Use of public sidewalks for outdoor dining cafe for Salsa 17 Restaurant - 17 W. Campbell

Department: Planning & Community Development

Request

Salsa 17 Restaurant located at 17 W. Campbell Street has submitted an application for outdoor dining on the public alley located south of Campbell Street between their restaurant and the adjacent apartment building.

Analysis

Chapter 28, Section 5.1-14.2 allows the use of public sidewalks for outdoor eating cafes subject to certain criterias. In the event that alcoholic beverages are to be served on the public sidewalk, the Village's process requires review and approval by the Village Board.

Salsa 17 is proposing to locate 8 four top tables along the public alley between their building that connects with the midblock west/east walkway south of Metro Lofts. Salsa 17 is also proposing 3 tables along their frontage on Campbell Street. In order to accomplish this, Salsa 17 is proposing the following modifications:

1. Removal of landscaping and sculptures on both sides of this existing walkway.
2. Installation of stormwater drainage.
3. Repaving along each side of the alley that is currently unpaved.

One of the significant concerns that Departments had with this proposal was maintaining a minimum 5 foot free and clear public ingress/egress along the alley for emergency exiting of the adjacent properties. The modified plan now submitted by Salsa 17 provides for the outdoor dining tables immediately adjacent to their building along the alley maintaining a 5 foot clear walkway adjacent to the adjoining building.

On May 19, 2014, the Village Board approved a recommendation from the Committee-of-the-Whole approving a more relaxed fencing requirement for outdoor dining and modifying the requirement from a continuous 4 foot high fence to a barrier that consists of planters/fencing with openings that allow for a shared walkway for

pedestrians, restaurants, patrons, and restaurant servers.

Prior to this modification, Salsa 17 was unable to proceed with their request due to insignificant width of the alley which precluded outdoor dining.

On May 30, Staff hosted a meeting inviting all Downtown restaurants to discuss outdoor dining and the modified requirements. Salsa 17 has submitted an application that has been reviewed by the appropriate departments for outdoor dining on Vail Avenue. Salsa 17 has provided the appropriate insurance provisions and executed the License Agreement.

Issue

On May 19 when the Village Board approved the modified relaxed fencing requirement for outdoor dining in the Downtown, it was requested there be an annual review of the outdoor dining to ensure its adherence to Village criteria. As a result, the Agreements that have recently been approved for Carlos and Carlos and LaTasca, have an October 31, 2014 expiration date. Assuming there are no issues that have arisen during the implementation of the outdoor dining as modified, new License Agreements were anticipated to be placed on the Village Board agenda in early spring for those restaurants seeking to continue outdoor dining in the Downtown.

As a result of this direction, the License Agreement in Section 2 includes a termination date of October 31, 2014. Larry Huber owner, representative of Salsa 17, has indicated that he is in agreement with all terms of the License Agreement except for the time limit. Mr. Huber has explained his concerns about the time frame and the necessity to have a longer time period so that he is able to recoup the costs that he will need to invest to upgrade the alley.

He has requested a five year term. In order to move this matter forward, Staff had suggested an alternate concept where Mr. Huber can enter into two separate agreements. One, sidewalk dining which would have the October 31 stipulation consistent with the other Agreements, and then he could discuss a longer term with the Village Board for the public alley component. Mr. Huber has indicated that he does not want to install three tables only along Campbell Street and would either like to proceed with all of the outdoor dining or not at all. We have requested Mr. Huber to clarify this in writing so that the Village Board can deliberate on this matter. The Board could consider the following options:

1. Approve the License Agreement consistent with the October 31, 2014 term provided in the Carlos and Carlos and LaTasca Agreements.
2. Modify the term for an additional year or more.

If the Village Board desires to allow for a longer term, and in efforts to allow Salsa 17 to move forward with the outdoor dining as expeditiously as possible, Staff has provided a modified recommendation as outlined below.

Recommendation

It is recommended hat the Committee of the Whole recommend to the Village Board approval of the Salsa 17 outdoor dining request subject to an agreed upon term limit and subject to maintaining a five-foot ingress/egress along the walkway. It is further recommended that the Village Board authorize the Mayor to execute such License Agreement reflecting a modified term.

ATTACHMENTS:

Description	Type
Salsa 17 License Agreement	Agreement
Alley Engineering Plan	Exhibits
Site Plan	Exhibits
Email Correspondence	Correspondence

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") entered into between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and Clean Fork LLC, ("Licensee"); and

WHEREAS, the Village is the owner of an alley and right-of-way ("Site"), located directly in front of or adjacent to 17 W. Campbell Street in the Village of Arlington Heights; and

WHEREAS, Licensee is the owner of Salsa 17, a restaurant located at 17 W. Campbell, in the Village of Arlington Heights; and

WHEREAS, Licensee has requested permission from the Village to use the Site solely for the purposes described herein,

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the mutual covenants contained herein, the Parties agree as follows:

1. The Village grants the Licensee a license to use the Site for an outdoor eating area, as set forth on Exhibit A, which is attached and made a part of this Agreement. The Licensee understands and agrees that the Site is on a public alley and public-right-of-way and, as such, may be utilized by individuals not utilizing the Licensee's facility.
2. Recognizing that the use of the Site is seasonal, the term of this Agreement shall be for the period commencing on the date set forth above and terminating October 31, 2014. Should the Licensee desire to enter into an Agreement for any subsequent period, the Licensee will fill out the applicable documents to apply for the use of the Site as an outdoor eating area. The Village shall review the Licensee's prior use of the Site to determine if the Village desires to enter into another License Agreement. The granting of a License in one year is in no way a guarantee of a License in a future year. The Village, in its sole discretion, will determine upon receipt and review of appropriate documentation and prior history whether a subsequent License will be granted. If the Village determines that a License can be granted for another year, it will notify the Licensee in writing of its willingness to enter into another Agreement.
3. The Licensee agrees that, in order to utilize the Site, certain modifications will need to be made. The Licensee and the Village will determine specifically what needs to be done. The Licensee will obtain any required permits and pay all required fees and obtain written approval from the Village as to all of the individuals that will be performing the required work.

Other than as set forth above, the Licensee, its agents, employees, and contractors, shall not, without the Village's prior written consent, make any alterations or repairs or additions to the Site.

All alterations, improvements, and installations to or on the Site shall, unless the Village requests their removal, remain on the Site at the expiration or termination of this Agreement or of Licensee's right of possession, without compensation to the Licensee. If, upon the Village's request, the Licensee does not cause the removal as requested, the Village may remove the same and the Licensee shall pay the cost of that removal upon receipt of a written demand.

4. The Licensee acknowledges that it has physically inspected the Site completely and thoroughly and accepts possession in an "as-is, where-is" condition.

5. The Licensee agrees to keep the Site in a safe, clean, and hazard-free condition throughout its possession. It is expressly understood that the Licensee will be placing planters, tables and chairs on the Site and that these will not be attached in any way to the Site. During hours when the Licensee is not open for business, the Site shall be kept in an aesthetic orderly manner and the tables and chairs shall not be stacked.

The Licensee further understands that the Village assumes no responsibility whatsoever for any injury or damage that may occur in any way from any of the items or furnishings the Licensee places on the Site, regardless of whether the damage or injury occurs on the Site or elsewhere.

6. The Licensee agrees that the Village shall have no liability whatsoever with respect to the Site throughout the term of this Agreement. Licensee shall be responsible for all loss or damage to the Site and to any persons or property therein, regardless of cause, excluding any loss or damage arising out of the negligence or willful misconduct of the Village and its agents and employees.

7. The Licensee will and does hereby agree to defend, indemnify, save and hold harmless the Village of and from all claims, loss damage, injury, causes and actions, suits of whatever nature for personal injury, including death resulting therefrom, and property damage arising out of, resulting from, or in connection with the use or operation, including without limitation, making of improvements, if any, of the Site, or any acts in connection with such use or operation, whether by the Licensee, or a contractor, if any contracting with Licensee, or any invitee, guest, workman, agent or employee of the Licensee. The Licensee further agrees to defend, indemnify, save and hold harmless the Village of and from all claims, loss damage, injury, causes and actions, suits of whatever nature that may occur in any way from any of the furnishings the Licensee places on the Site, regardless of whether the damage or injury occurs on the Site or elsewhere.

8. A default shall occur if the Licensee fails to pay any sum of money (whether the license fee or any other amount due to the Village) when due, if the Licensee's liquor license is revoked by the Village, or if the Licensee fails to comply with any other provision of this Agreement and such failure continues for 30 days after the date of written notice from the Village to the Licensee specifying the nature of the default.

Upon or after any default, this Agreement is terminated without any further notice. The Licensee may re-enter the Site and remove all persons and property from the Site at the Licensee's sole expense.

9. Upon the expiration of the Term or the early termination of this Agreement for any reason, the Village may, in addition to any other rights granted herein, re-enter the Site and remove all persons and property from the Site, storing such property at the Licensee's sole expense.

10. The Licensee agrees that it will, at its expense, obtain insurance to cover its liability hereunder, with the following minimum amounts:

Commercial General Liability:

Bodily Injury and Property Damage	\$1,000,000 per occurrence
Combined	\$2,000,000 aggregate

Personal Injury Liability	BFGL aggregate
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Worker's Compensation	Statutory (\$100,000)
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Employer's Liability	\$500,000
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Umbrella Excess Liability:

Special coverage shall be \$1,000,000 over primary insurance

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

The Licensee agrees that it will name the Village as Additional Insured in the general liability policies of insurance required herein (which may include a combination of underlying and umbrella coverage) with respect to the Site and the use, operation, and possession thereof and that it will provide to the Village the appropriate insurance policy endorsement evidencing compliance.

12. The Licensee agrees to use and operate the Site in complete compliance with all local codes, ordinances, and governmental rules and regulations. The Licensee specifically understands that all outdoor activity on the Site must be concluded no later than 11:00 p.m. The Licensee further understands that it is the responsibility of the Licensee to ensure that no one leaves the Site with any alcoholic beverages. The Licensee also agrees to take any action required by the

Village, which may include not using some or all of the Site, should the Village receive complaints of excessive noise emanating from the Licensee's use of the Site.

13. The Village, at all times during the Term, shall have the right to enter the Site at any reasonable time to inspect the Site.

14. The Village shall not, by reason of this Agreement or any of its provisions, in any way become the landlord of the Licensee, or in any way become a partner of or joint venture with the Licensee in the conduct of its business.

15. The Licensee acknowledges that this Agreement is not a lease and that it has no rights under the Illinois Forcible Entry and Detainer Law.

16. This Agreement shall be construed in accordance with the laws of the State of Illinois.

17. All notices required under this Agreement shall be deemed sufficiently given or served if delivered personally or if sent by receipted delivery to:

Village of Arlington Heights
Village Manager
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Lawrence Huber
Salsa 17
17 W. Campbell
Arlington Heights, IL 60005

19. If any term, covenant, or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this ____ day of _____, 2014.

Clean Fork LLC

Village of Arlington Heights

Title

Title

Date

Date

Attest:

Attest:

GENERAL NOTES

- 1) UNDERGROUND CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE ORDINANCES AND REQUIREMENTS OF THE VILLAGE. THE ILLINOIS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION, ALL CONSTRUCTION SHALL CONFORM TO THE ILLINOIS RECOMMENDED STANDARDS FOR SEWERAGE WORKS, LATEST EDITION, PUBLISHED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (I.E.P.A.). IN CASE OF A CONFLICT THE VILLAGE STANDARDS AND REQUIREMENTS SHALL GOVERN.
- 2) ALL PAVING AND EXCAVATION WORK SHALL COMPLY WITH THE APPLICABLE ORDINANCES OF THE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION. IN CASE OF A CONFLICT, THE VILLAGE STANDARDS AND REQUIREMENTS SHALL GOVERN.
- 3) THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL EXISTING UTILITY LOCATIONS, DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE IMPROVEMENTS OR PROPOSED WORK. ALL EXISTING UTILITY LOCATIONS ON THE PLANS HAVE BEEN SHOWN BASED ON BEST AVAILABLE INFORMATION. NOTIFY THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND.
- 4) ALL ELEVATIONS ARE BASED UPON ASSUMED LOCAL DATUM.
- 5) THE CONTRACTOR SHALL REFER TO MITIGATION OR LANDSCAPE PLANS FOR COMPLETE INFORMATION REGARDING PLANTING LOCATIONS, WETLANDS, WALKWAYS, WALLS, STREAM AND POND SHORELINES, IF APPLICABLE.
- 6) THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND VILLAGE ENGINEER TWO (2) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. ALSO CONTACT JULIE AT LEAST 48 HOURS PRIOR TO STARTING WORK. ALL OTHER AGENCIES SHALL ALSO BE NOTIFIED AS REQUIRED.
- 7) THE CONTRACTOR SHALL RESTORE ALL DISTURBED OFF-SITE AREAS TO AT LEAST A CONDITION THAT EXISTED PRIOR TO CONSTRUCTION.
- 8) THE CONTRACTOR SHALL MAINTAIN RECORDS FOR AS BUILT DRAWINGS WHICH SHALL BE SUBMITTED TO THE ENGINEER AT THE COMPLETION OF THIS PROJECT.
- 9) THE CONTRACTOR SHALL PROVIDE VIDEO FILE(S) OR STILL PICTURES AS REQUIRED BY THE VILLAGE ENGINEER PRIOR TO BEGINNING WORK.
- 10) ONE SET OF STAMPED APPROVED PLANS SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT.
- 11) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL AT LEAST 48 HOURS IN ADVANCE AND SET UP THE NECESSARY AND PROPER INSPECTIONS FOR ALL WORK TO BE PERFORMED.
- 12) ALL UNPAVED AREAS ARE TO BE SODED, EXCEPT AS INDICATED ON THE LANDSCAPE PLAN. RESTORE DISTURBED WITH SIX (6) INCHES OF TOPSOIL AND SOO.
- 13) STORM AND SANITARY SEWER LINES SHALL BE CLEANED OF ALL CONSTRUCTION DEBRIS AND SILT PRIOR TO INSPECTION.
- 14) THE CONTRACTOR SHALL MAINTAIN AND KEEP AT THE JOB SITE, AN UP TO DATE SET OF RECORD DRAWINGS SHOWING ALL CHANGES FROM THE ORIGINAL PLANS. THE LOCATION OF ALL SERVICE CONNECTIONS FOR SANITARY SEWER, STORM SEWER AND WATER SHALL BE SHOWN FROM THE CLOSEST MANHOLE OR VALVE VAULT. ALL B-BOXES AND CLEANOUTS MUST BE SHOWN WITH TIED DIMENSIONS. THE ELEVATION OF ALL RIMS AND INVERTS SHALL BE VERIFIED BY THE CONTRACTOR AND SHOWN ON THE RECORD DRAWINGS. THE CONTRACTOR SHALL DELIVER THE RECORD DRAWINGS TO THE ENGINEER AT THE CONCLUSION OF THE PROJECT, PRIOR TO ANY FINAL INSPECTIONS.
- 15) IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND THE CONTRACTOR TO ABIDE BY, ADHERE TO AND PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS, SPECIFICATIONS, STANDARDS, PRACTICES, POLICIES AND CODES OF THE MUNICIPALITY, STATE, AND U.S.A. WHICH INCLUDES BUT IS NOT LIMITED TO LABOR, MATERIALS, PROCEDURES AND SAFETY.
- 16) ANY CHANGES, REVISIONS OR SUBSTITUTIONS TO THE PLANS, SPECIFICATIONS, MATERIALS, REQUIREMENTS OR WORK SHALL BE SUBMITTED TO THE CPS ENGINEER IN WRITING, WITH WRITTEN APPROVAL BY THE ENGINEER RECEIVED PRIOR TO BEGINNING SAID WORK. ALL MATERIALS AND CONSTRUCTION (WHETHER IMPLICITLY OR EXPLICITLY STATED OR COVERED WITHIN THE REQUIREMENTS, CODES OR SPECIFICATIONS, SHALL BE APPROVED BY THE CPS ENGINEER, PRIOR TO COMMENCING THE INSTALLATION AND CONSTRUCTION.
- 17) OSHA RULES, REGULATIONS AND REQUIREMENTS SHALL BE STRICTLY ADHERED TO DURING THE EXECUTION OF ALL WORK TO BE PERFORMED UNDER THE APPROVED DRAWINGS.
- 18) IT IS THE DUTY OF THE CONTRACTOR AND THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ARCHITECT, AND ENGINEER, THEIR AGENTS, ASSIGNEES, ETC. AND NAME THEM AS CO-INSURED FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION OF ANY MATERIALS, OR TESTING ON THIS PROJECT.

GRADING

1. PRIOR TO UNDERTAKING ANY EARTH MOVING AND/OR UTILITY CONSTRUCTION THE CONTRACTOR SHALL REVIEW THE AVAILABLE GEOTECHNICAL DATAREPORT. THE GEOTECHNICAL DATAREPORT IS TO BE PROVIDED BY THE OWNER AND BE PREPARED BY A QUALIFIED GEOTECHNICAL PROFESSIONAL.
2. UNSTABLE SOIL WITHIN GRADED AREAS THAT ARE TO BE BELOW STRUCTURES, PAVEMENTS OR THAT WILL BE CONSIDERED NEW STRUCTURAL FILL SHALL BE REMOVED OR STABILIZED.
3. ALL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 98% STANDARD LABORATORY DENSITY WITHIN THE BUILDING PAD OR CONSIDERED WITHIN INFLUENCE AREA OF ANY STRUCTURE. ALL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% STANDARD LABORATORY DENSITY WITHIN THE PAD OR CONSIDERED WITHIN INFLUENCE AREA. ANY ROADWAY, SIDEWALK, OR OTHER IMPERVIOUS IMPROVEMENT, THESE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASTM D698.
4. LANDSCAPE AREAS SHALL BE COMPACTED TO THE SATISFACTION OF THE PROJECT GEOTECHNICAL PROFESSIONAL.
5. A MAXIMUM FILL DEPTH OF 8" IS ALLOWED PER FILL LIFT.
6. GRADED AREAS THAT ARE TO BE BELOW STRUCTURES, PAVEMENTS OR THAT WILL BE CONSIDERED NEW STRUCTURAL FILL SHALL BE PROOF ROLLED. SHOULD THE PROOF ROLLED AREA EXHIBIT EXCESSIVE MOVEMENT OR CONTAIN EXCESSIVE MOISTURE, THEN THE AREA SHALL BE UNDERCUT AND REPLACED WITH STRUCTURAL FILL OR OTHERWISE STABILIZED IN A MANNER THAT MEETS THE CONSTRUCTION REQUIREMENTS AND IS APPROVED BY THE PROJECT GEOTECHNICAL PROFESSIONAL.
7. AT THE END OF EACH WORK PERIOD, POSITIVE DRAINAGE SHALL BE PROVIDED TO THE DESIGNATED OUTLET. AT NO TIME SHALL DRAINAGE BE BLOCKED OR ROUTED IN A MANNER THAT IS HARMFUL OR DETRIMENTAL TO ADJACENT PROPERTY.
8. EROSION CONTROL BMP'S SHALL BE PROVIDED PRIOR TO ANY SOIL MOVING OPERATION.
9. WHEN SUBGRADING OPERATIONS ARE COMPLETED TOPSOIL RESPIDAL SHALL BE PROVIDED TO THE FINISHED GRADE ELEVATION (WITHIN 0.1" IN OPEN AREAS). ALL TOPSOIL BE FRAGILE, REASONABLY FREE FROM SUBSOIL, REFUSE, ROOTS, HEAVY CLAY, LOGS, NOXIOUS WEED SEEDS, PHYTOTOXIC MATERIALS, COARSE SAND, ROCKS OVER 3 CENTIMETERS IN DIAMETER, STICKS, BRUSH, LITTER, AND OTHER DELETERIOUS MATTER. THE FOLLOWING ARE THE MINIMUM DEPTHS:
PARKING LOT LANDSCAPE ISLANDS - 10"
GENERAL PLANTING AREAS - 4"
MASS GRADED AND OTHER GENERAL GRADING AREAS - 4".

STORM SEWER NOTES

1. STORM SEWER PIPES AND JOINTS SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:

MATERIAL JOINT SPEC

VCP (C-700)
VCP (NO-BELL)
JOINT
GASKET COLLAR
D-1784

PVC GRAVITY SEWER PIPE
6"-18" DIA. SDR26
D-3034
18"X20" DIA. FIDY 48
F-679

CONCRETE PIPE (C-14)
ACP (C-428)
RCP (C-76)

CISP A-21.60
DIP A-21.51

POLYETHYLENE (HDPE)
PIPE, 18" - 24" DIA. TYPE II
CLASS-B OR BETTER, CATEGORY 5,
GRADE FSH IN ASTM D-1248
AND/OR D-3355, CELL CLASSIFICATION
34543C.

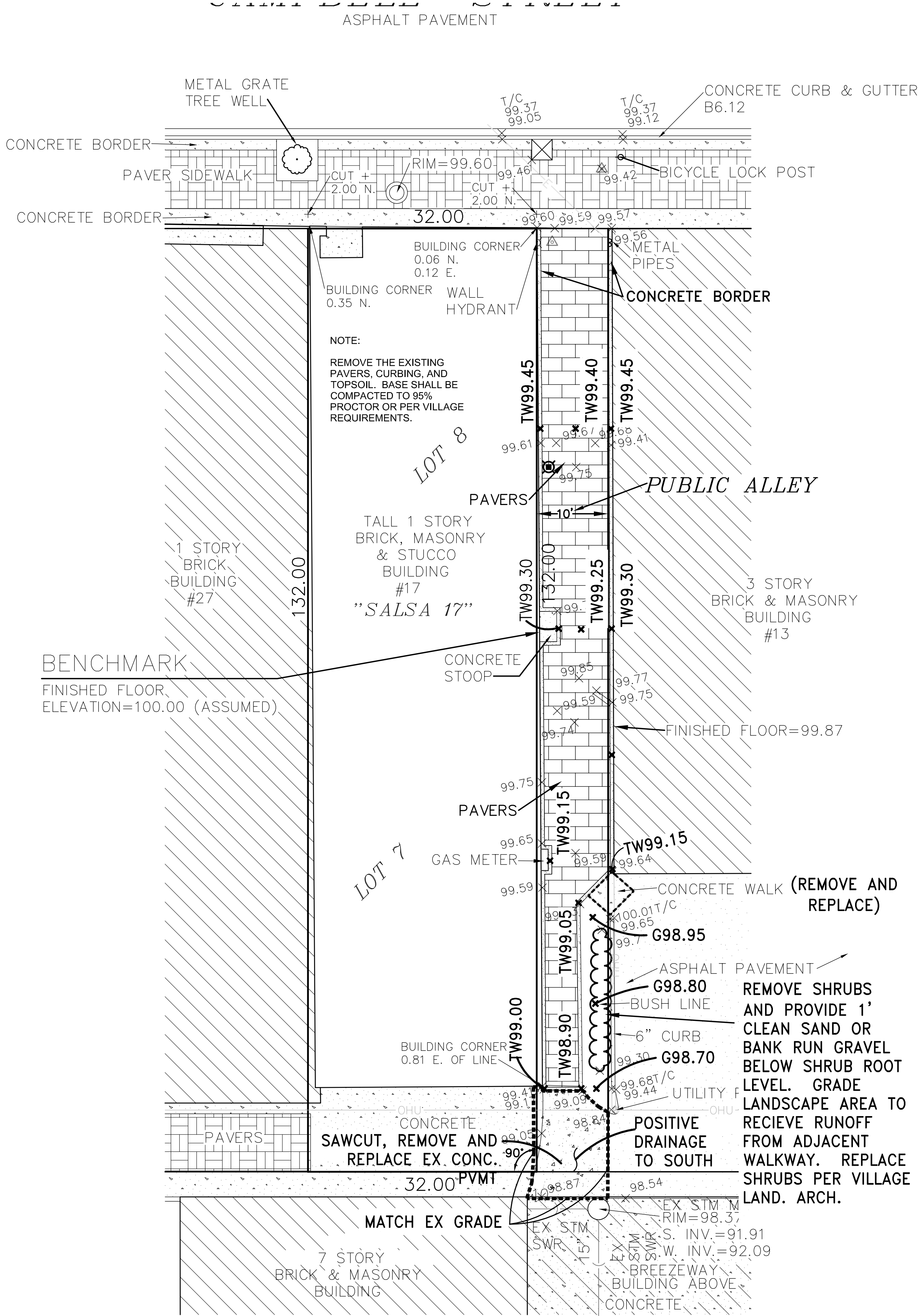
2. ALL SANITARY SEWER CONSTRUCTION, AND ALSO STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS, REQUIRES BEDDING 1/2" TO 1" IN SIZE, WITH MINIMUM THICKNESS EQUAL TO 1/2 THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN EIGHT (8) INCHES. MATERIAL SHALL BE CA-6, CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC.

3. "BAND SEAL" OR SIMILAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPE OF DISSIMILAR MATERIALS.
4. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED:
A. A CUTTING SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUB-WYE SADDLE OR HUB-TEE SADDLE.
B. REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.
C. WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.

5. WHENEVER A STORM SEWER CROSSES UNDER A WATER MAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES.
FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMANS SHALL BE MAINTAINED UNLESS THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A TRENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED ABOVE CAN NOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATERMAIN, THE SEWER SHALL BE CONSTRUCTED TO WATERMAIN STANDARDS.

PAVEMENT NOTES

1. CONSTRUCTION MATERIALS AND METHODS FOR PAVEMENT AND CONCRETE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE VILLAGE AND 'DOT' STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
2. PRIOR TO THE CONSTRUCTION OF ANY PAVEMENT, ALL OF THE MAJOR UNDERGROUND WORK SHALL BE COMPLETELY INSTALLED.
3. THE ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO THE POURING OF THE CURB AND GUTTER IN ORDER TO REVIEW THE AGGREGATE BASE AND STRING UNIFORMITY OF THE CURB AND GUTTER. THE CURB AND GUTTER SHALL BE MACHINE PLACED AND SHALL BE COMPLETED IN A MONOLITHIC INSTALLATION UNLESS PREVIOUSLY APPROVED BY THE CPS ENGINEER.
4. CURING AND WEATHER PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE VILLAGE AND THE 'DOT' STANDARD SPECIFICATIONS, LATEST EDITION, INCLUDING ANY REVISIONS. NO HONEYCOMBING OF THE CONCRETE WILL BE ACCEPTED.



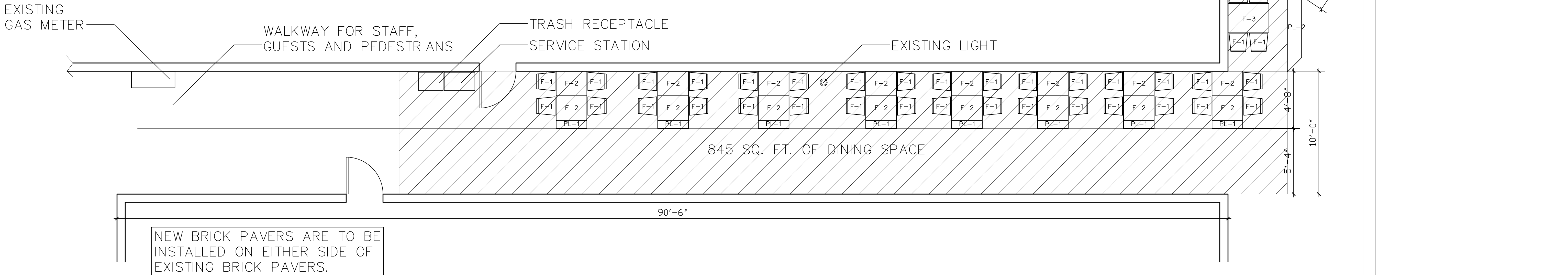
F-1: EXTERIOR CHAIR
MANUFACTURER: NARDI GARDEN
CONTACT: LAUREN RENG (800)611-4664 *104
STYLE: DAMA
QTY: 44
COLOR: RED (14), GREEN (15), ORANGE (15)
NOTES: ALUMINUM LEGS, RESIN FRAME

F-2: EXTERIOR TABLE AND BASES
MANUFACTURER: AMERICAN TRADING
CONTACT: ALAN ROBBINS (678)428-1991
STYLE: CUSTOM ECONOX
SIZE: 28"x20" (QTY:16)
COLOR: BRUSHED ALUMINUM
BASE: JENNIFER-3. POLISHED (QTY:16)

F-3: EXTERIOR TABLE AND BASES
MANUFACTURER: AMERICAN TRADING
CONTACT: ALAN ROBBINS (678)428-1991
STYLE: ECONOX
SIZE: 40"x28" (QTY:3)
COLOR: BRUSHED ALUMINUM
BASE: JENNIFER-4. POLISHED (QTY:3)

PL-1: PLANTERS
MANUFACTURER: T.B.D.
SIZE: L:30", W:8", H:36" (ALL ESTIMATED DIMENSTIONS)
QTY: 8

PL-2: PLANTERS
MANUFACTURER: T.B.D.
SIZE: L:88", W:14", H:36" (ALL ESTIMATED DIMENSTIONS)
QTY: 2



WALKWAYS OF ARLINGTON HEIGHTS
SCALE: 1/4"=1'-0"

REVISIONS	
No.	DATE

DATE: 07/06/2012
SCALE: AS SHOWN
DRAWN BY: PJ
DESIGN BY: PJ
CHK'D. BY: SM
FILE NO:

FLOOR
PLAN
JOB NO.

SHEET NO.
ID-1

Perkins, Charles

From: Larry Huber <lhuber1008@aol.com>
Sent: Monday, June 30, 2014 5:44 PM
To: Perkins, Charles
Subject: Fwd: Salsa 17 Patio update

Dear Charles,

Thank you for your time on the phone today. As you are aware I have completed all of the requirements pertaining to the outdoor eating area application, including a meeting with the property owner to the south advising him of our plans and intended use of the space.

The only outstanding issue is the lease agreement between the Village of Arlington Heights and Salsa 17 and specifically the term of said lease.

I am going to be spending between \$30,000 and \$40,000 dollars to get the outdoor eating area up and running. A significant portion of that expense is directly related to the re-engineering and construction of the public sidewalk running along the south side of our building.

Under the current agreement the village is offering me a lease term on that space that expires on October 31st, 2014.

In my conversation with you, I expressed my concerns about having enough time to recoup my investment thus requesting a 5 year term.

As an alternative I also stated that I would be willing to sign the one season term on the condition that the village would be willing to underwrite the cost of re-engineering the sidewalk with the ability to recoup that cost by charging back Salsa 17 a prorated amount equal to one fifth of the cost. This would then be repeated each year the agreement is renewed over the next 4 years.

I firmly believe in the boards vision of establishing Downtown Arlington Heights as *the* alfresco dining destination of the North Suburbs and its benefit to the businesses, property owners, village and residents of Arlington Heights and feel that the addition of the proposed outdoor eating area at Salsa 17 is an integral component in fulfilling that vision.

I also understand the need to mitigate risk. Risk mitigation is the reason the village is offering a short term agreement and risk mitigation is the reason I am requesting a long term agreement, we are both trying to protect our downside.

The question is whether or not there is any middle ground to be found.

I have put forth two possible options that I would be willing to agree to today. If the village would like to put forth an alternate proposal prior to the open meeting I will be happy to consider it.

However, if the one season term is the only proposal the village is willing to accept then I will respectfully withdraw my application for permit.



Item: Interview of Christopher Laughlin for the Arts Commission

Department:

Interview of Christopher Laughlin for Appointment to the Arts Commission

ATTACHMENTS:

Description

Type

No Attachments Available