AGENDA
President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
June 18, 2018
8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. Village Board 06/04/2018

B. Committee of the Whole 5-21-18

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 06/15/2018

VI. RECOGNITIONS AND PRESENTATIONS

A. U.S. Cadet Nurse Corps Day

VII. PUBLIC HEARINGS

A. 2018 Annual Action Plan

VIII. CITIZENS TO BE HEARD

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

IX. OLD BUSINESS

A. Report of the Committee-of-the-Whole Meeting of June 18, 2018

Interview of Jim Bertucci for Appointment to the PAM Board of Directors - Term Ending: 8/03/20

B. Report of the Committee-of-the-Whole Meeting of June 18, 2018

Interview of John Eggum for Appointment to the Senior Citizens Commission - Term Ending: 4/30/21

C. Report of the Committee-of-the-Whole Meeting of June 18, 2018

Interview of Matthew Fink for Appointment to the Arlington Economic Alliance (Financial Institution) - Term Ending: 4/30/21

X. CONSENT AGENDA

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

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

CONSENT APPROVAL OF BIDS

A. Water System Improvements 2018 - Change Order

CONSENT NEW BUSINESS

A. Cash in Lieu of Land Dedication

CONSENT LEGAL

A. An Ordinance Amending Chapters 13 and 28 of the Arlington Heights Municipal Code
(Breweries)

B. A Resolution Approving an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago
(Rain garden and pavers for shared access drive/rear parking lot of new Police Facility)

C. An Ordinance Amending Chapter 18 of the Arlington Heights Municipal Code
(Section 18-501, Bicycle Equipment)

D. An Ordinance Approving a Redevelopment Agreement between 4 North Hickory, LLC and the Village of Arlington Heights
(TIF Hickory/Kensington Area)

CONSENT REPORT OF THE VILLAGE MANAGER

A. Professional Construction Engineering Services for 2018 Road Projects; Change Order No. 1

CONSENT PETITIONS AND COMMUNICATIONS

A. Bond Waiver - BraveHearts

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

A. 2018 Annual Action Plan

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.

Item: vb minutes 06 04 2018

Department: Village Clerk

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	**Type**
Village Board 6/4/18	Minutes

MINUTES
President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
June 4, 2018
8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

President Pro Tem Blackwood and the following Trustees responded to roll: Baldino, Rosenberg, Sidor, Tinaglia, and LaBedz.

Absent were President Hayes and Trustees Glasgow and Scaletta.

Also in attendance were Randy Recklaus, Diana Mikula, Robin Ward, Mark Burkland, Charles Perkins and Becky Hume.

IV. APPROVAL OF MINUTES

A. Village Board 05/21/2018 Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Blackwood, LaBedz, Rosenberg, Sidor, Tinaglia

Absent: Glasgow, Hayes, Scaletta

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 05/30/2018 Approved

Trustee Bert Rosenberg moved to approve the Warrant Register dated May

30, 2018 in the amount of $2,355,053.12. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Blackwood, LaBedz, Rosenberg, Sidor, Tinaglia

Absent: Glasgow, Hayes, Scaletta

VI. RECOGNITIONS AND PRESENTATIONS

A. 2018 Village Hall Photography Competition Winner

Janet Souter, Arts Commission Chair, presented the 2018 Award to Miguel Winterpacht. His photo captured the train tracks and station on a foggy day.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT LEGAL

A. A Resolution Establishing Prevailing Wages (2018 Illinois Department of Labor prevailing rate for laborers, mechanics and other workers employed in Public Works) — Approved

Trustee Robin LaBedz moved to approve R18-009. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Blackwood, LaBedz, Rosenberg, Sidor, Tinaglia

Absent: Glasgow, Hayes, Scaletta

B. An Ordinance Granting a Special Use Permit for a Motor Vehicle Sales, Including Auxiliary Service, Facility and Variations from Chapter 28 of the Arlington Heights Municipal Code (Toy Shop & Motolounge, 1728 W Alqonquin Rd) — Approved

Trustee moved to approve 18-018. Trustee Seconded the Motion.
The Motion: Passed

Absent: Glasgow, Hayes, Scaletta

C.	An Ordinance Amending Planned Unit Development Ordinance Numbers 12-006, 12-037, 14-025 and 15-049 and Granting Special Use Permits for a Large Amusement Facility and a Restaurant (Arlington Downs - Funtopia, 3400 W Euclid Ave)	Approved

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

Abstain: Sidor
Absent: Glasgow, Hayes, Scaletta

D.	A Resolution Approving a Final Plat of Resubdivision (Hearts Place, 120-122 E Boeger Dr)	Approved

Trustee Robin LaBedz moved to approve R18-010. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Blackwood, LaBedz, Rosenberg, Sidor

Abstain: Tinaglia
Absent: Glasgow, Hayes, Scaletta

CONSENT REPORT OF THE VILLAGE MANAGER

CONSENT APPOINTMENTS

A.	Boards & Commissions Reappointments	Approved

Trustee Robin LaBedz moved to approve. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Blackwood, LaBedz, Rosenberg, Sidor, Tinaglia

Absent: Glasgow, Hayes, Scaletta

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. Chapter 28 Text Amendment - Breweries - PC#18-012 — Approved

Mr. Recklaus said tonight continues the discussion, which began in February, of allowing microbreweries, breweries and brewpubs in the Village. The Plan Commission approved the proposed Code changes on May 23, with a suggested modification.

Mr. Perkins said the Plan Commission recommended approval of the proposed zoning changes. The staff developed definitions are consistent with State Law provisions. The Plan Commission recommended a change in the brewery definition to state breweries should generate more than 930,000 gallons. Staff does not recommend that change because it would not allow for a small brewery. The suggested definitions are:

- Brew Pub: A restaurant that includes a brewery as an accessory use and is licensed as a brewpub by the State of Illinois.
- Microbrewery: An independently owned brewery that produces no more than 930,000 gallons of beer per year, generally characterized by an emphasis on quality, flavor and brewing technique, and often selling its products only locally and which is licensed as a Class 1 brewer by the State of Illinois.
- Brewery: A place that manufactures beer and is licensed as such by the State of Illinois.

The Uses would be as follows:

- Brew Pub: shall be treated no different than a restaurant and thus eligible for a Special Use Waiver if less than 4,000 feet.
- Microbrewery: Small microbreweries that are 2,500 square feet or less would be permitted uses in B2, B3, and B5. Microbreweries above 2,500 square feet up to 4,000 square feet would be Special Uses in B2, B3, and B5. A 35% maximum would be allocated to the "retail" portion of the space.
- Brewery: Permitted in M1 and M2, but no larger than 20,000 square feet. The "retail" portion cannot exceed 10% of the floor area. Not allowed on a lot contiguous to a residential zoning district.

Trustee Tinaglia asked for an elaboration of the revised Plan Commission definition. Mr. Perkins said the Plan Commission believed the definitions between brewery and microbrewery were not distinct enough. However, in trying to clarify, their revised definition precludes a brewery in a manufacturing district that brews less than 930,000 gallons.

Trustee Sidor asked if the microbrewery definition required an entity to be independently owned. Ms. Ward said it was intended to mean an entity that was not a major brewing company like Miller. Trustee Sidor asked about a spinoff of a major brewer. Ms. Ward said that would be allowed. Trustee Sidor asked why the quality language was there, as it seems ambiguous. Ms. Ward said the language was intended to differentiate microbreweries from bigger, larger commercial brewers. Trustee Sidor said the definition seemed wordy and general, but maybe that was a good thing.

Trustee LaBedz asked if there was any limitation on how much breweries could brew. Ms. Ward said no, "brewery" is a large category; microbrewery is a sub category. Trustee LaBedz said she appreciated the limitation of not being adjacent to residential zoning.

Trustee Tinaglia asked if a microbrewery was permitted in B2, B3, and B5 even though it would be adjacent to residential. Ms. Ward said yes.

Trustee LaBedz asked if there were odor emission controls. Ms. Ward said that could be part of ordinance language, but it is not in the Code. If odors are highly offensive, they could be deemed a nuisance. Mr. Perkins said many of these uses would be a permitted use, so would not necessarily come through on an ordinance. The Health Department would respond to complaints. The reason larger facilities are limited to the outskirts, is because they would have higher levels of waste and presumably more potential odors.

Trustee Rosenberg asked if it was detrimental to have the language be so general. Trustee Rosenberg said he did not want someone to interpret something that the Board did not intend. Ms. Ward suggested the Microbrewery definition could be changed to: *A brewery that produces no more than 930,000 gallons of beer per year and which is licensed as a Class 1 brewer by the State of Illinois.* Trustee Sidor said he liked that. Trustee LaBedz asked if this changed the permitted use table. Ms. Ward said no.

Trustee Richard Baldino moved to approve the amendments to Chapter 28, Section 28-3 and Section 28-5.51, regarding Brew Pubs, Breweries and Microbreweries. The Staff recommended definitions will be used except for the Microbrewery definition which will read: A brewery that produces no more than 930,000 gallons of beer per year and which is licensed as a Class 1 brewer by the State of Illinois. Trustee Bert Rosenberg Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Blackwood, LaBedz, Rosenberg, Sidor, Tinaglia

Absent: Glasgow, Hayes, Scaletta

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

A. Request for Closed Session per 5 ILCS 120/2(c) Approved

(21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

- and -

5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the Village has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent

XVII. ADJOURNMENT

Trustee Bert Rosenberg moved to adjourn to Closed Session at 8:26 p.m.
Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Blackwood, LaBedz, Rosenberg, Sidor, Tinaglia

Absent: Glasgow, Hayes, Scaletta

Item: Committee-of-the-Whole Minutes 5-21-18

Department: Village Manager's Office

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	**Type**
Committee of the Whole 5-21-18	Minutes

MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS 33 S. ARLINGTON HEIGHTS ROAD - COMMUNITY ROOM May 21, 2018 – 7:30 PM

President Hayes called the meeting to order at 7:30 PM.

BOARD MEMBERS PRESENT:	Mayor Hayes; Trustees Baldino, Blackwood, Glasgow, LaBedz, Rosenberg, Sidor, Tinaglia
BOARD MEMBERS ABSENT:	Trustee Scaletta
STAFF MEMBERS PRESENT:	Village Manager Randy Recklaus; Assistant Village Manager, Diana Mikula, Deputy Director of Planning, Bill Enright
OTHERS PRESENT:	Marco Halili, Rob Anderson, Johnathan Kho, Rikki Peota and Matt Peota

A. Consideration of recommending to the Liquor Commissioner the issuance of a Class "AA" liquor license to Cinemex IL, LLC, DBA CMX Arlington, located at 53 S. Evergreen Ave., upon surrender of the current liquor license issued to this address.

Mayor Hayes swore in Mr. Marco Halili. Marco Halili introduced himself as the General Manager of CMX, Arlington Heights and Rob Anderson, the attorney for Cinemex IL, LLC.

Diana Mikula presented the staff report on Cinemex, IL, LLC. Mikula stated this is an ownership change. They are seeking the same liquor license as the previous license for theater, will have the same hours and do have an active lease. A background check was done on Ricardo Castellanos (VP and CFO) and Luis Tarasco (VP&Secretary), living out of state and living in another country. The Arlington Heights Police Department also completed a background check on Mr. Halili. There are no liquor violations and no owner violations. Ms. Mikula stated that the submitted floorplan is consistent with the previously submitted floorplan from October 2016 and upon a satisfactory liquor interview, it would be appropriate to issue a class "AA" liquor license to Cinemex IL, LLC.

Mayor Hayes interviewed Mr. Halili. Mr. Halili has managed other cinemas with the Marcus Corporation which also served liquor and had no violations. He has been overseeing Cinemex Arlington since January 2018. Mr. Halili stated all employees serving alcohol are Bassett trained. At this time, there are no plans to change the menu, the facility or where and how alcohol is being served.

Trustee Glasgow commented that he was glad to see a long lease and that the background check was excellent. He asked Mr. Halili for any additional background information that may help with this process. Mr. Halili said that he has overseen cinemas that have added alcohol and feels he understands the processes involved.

Trustee Blackwood asked Ms. Mikula about the maximum hours to serve alcohol for the theater in the past. Ms. Mikula stated that they can go until 2am on Friday and Saturday night and special events, which is what was also approved with previous owners. Mr. Halili said that for this facility the latest show has been 11:00pm.

Trustee Rosenberg asked who would be the manager if Mr. Halili was not on site. Mr. Halili stated that he has two additional managers on staff. One of those will be on site when Mr. Halili is not.

Trustee Glasgow moved, seconded by Trustee Baldino to recommend that the Village Board of Trustees recommend to the Liquor Commissioner the issuance of a Class "AA" liquor license to Cinemex IL, LLC, DBA CMX Arlington, located at 53 S. Evergreen Avenue, upon surrender of the current liquor license issued to this address.

THE FOLLOWING VOICE VOTE WAS RECORDED:

8 AYES 0 NAYS

The motion passed.

B. Interview of Jonathan Kho for appointment to the Youth Commission – term ending 4/30/19.

Mayor Hayes introduced Jonathan Kho. The Mayor highlighted his resume including being an Eagle Scout. He talked about his involvement in service opportunities such as Lemons of Love. Jonathan expressed his interest in being involved in local government following a class he took in school.

Trustee Tinaglia moved to concur in the Mayor's appointment of Jonathan Kho to the Youth Commission with term ending 4/30/19. Trustee LaBedz seconded the motion.

THE FOLLOWING VOICE VOTE WAS RECORDED:

8 AYES 0 NAYS

The motion passed.

C. Passero Restaurant 5 W. Campbell Street. Use of Public Sidewalk for Outdoor dining.

Mayor Hayes asked the petitioners to come forward and introduce themselves. Owners Rikki Peotoa and her husband Chef Matt Peotoa came forward.

Ms. Mikula presented the proposal from Passero to use the public sidewalk for outdoor dining. Ms. Mikula stated the Village Code permits the use of public sidewalks for outdoor eating. In the event alcoholic beverages are to be served, a Committee-of-the-Whole meeting and subsequent approval by the Village Board is needed. Ms. Mikula stated that Passero's proposal is consistent with the Village's requirements. The proposed outdoor dining area will be located along the back of the curb. The configuration allows for outdoor seating to be accommodated while maintaining five feet of unobstructed sidewalk.

Mayor Hayes confirmed with petitioners that 4 tables will be placed outside. Bill Enright said that a park bench will be relocated if it is a problem. The petitioners indicated they chose to place tables near the curb because placement near the building was challenging as there are two doors.

<u>Trustee LeBedz moved, seconded by Trustee Baldino to recommend that the Committee-of-the-Whole recommend and the Village Board approve the request from Passero to use a portion of the public sidewalk for outdoor dining, including the serving of alcohol.</u>

THE FOLLOWING VOICE VOTE WAS RECORDED:

8 AYES **0 NAYS**

The motion passed.

D. OTHER BUSINESS – There was no further business.

E. ADJOURNMENT

Trustee Tinaglia moved, and Trustee LeBedz seconded the motion to adjourn. The meeting adjourned at 7:56 p.m.

Item: Warrant Register 06/15/2018

Department: Village Clerk

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	**Type**
Warrant Register 6/30/2018	Warrant Register

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 6-15-2018

Fund	Fund Description	Total Transaction Amount
101	General Fund	$355,987.61
211	Motor Fuel Tax Fund	$167,784.21
227	Foreign Fire Ins Tax Fund	$15,711.90
231	Criminal Investigation Fd	$3,170.26
235	Municipal Parkg Opr Fund	$18,545.61
263	TIF IV	$350.00
401	Capital Projects Fund	$233,595.17
426	Storm Water Control Fund	$29,640.00
431	Public Building Fund	$30,299.57
505	Water and Sewer Fund	$96,207.01
511	Solid Waste Fund SWANCC	$99,258.94
515	Arts,Entert & Events Fund	$36,608.10
605	Health Insurance Fund	$1,901.08
611	General Liability Ins Fnd	$2,131.00
621	Fleet Operations Fund	$7,324.88
625	Technology Fund	$35,621.33
715	Guaranty Deposits Fund	$2,600.00
TOTAL ALL FUNDS		$1,136,736.67

WARRANT REGISTER - GM0002

Department: 0

Division: 0

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212726	505-0000-120.80-00	ALBIN ANDERSON	WATER BILL REFUND	$10.96	$10.96
212730	715-0000-220.93-00	AMERICAN DECK BUILDERS	BOND REFUND	$200.00	$200.00
212732	505-0000-140.10-00	AMERICAN PRINTING TECHNOLOGIES	POSTAGE REIMBURSEMENT	$1,865.28	$1,865.28
212741	235-0000-435.65-02	ROBERT BACKES	REFUND PARKING PERMIT	$40.00	$40.00
212746	715-0000-220.93-00	BRIAN SHEIN	BOND REFUND	$150.00	$150.00
212756	715-0000-220.93-00	CHANTRY, ROBERT 18421	BOND REFUND	$200.00	$200.00
212787	715-0000-220.93-00	TIFFANY GRONER	BOND REFUND	$50.00	$50.00
212788	101-0000-140.45-00	GROOT INC	YARDWASTE STICKERS	$8,100.00	$8,100.00
212792	715-0000-220.93-00	HATAITIP MARTSCHEUTKO	BOND REFUND	$200.00	$200.00
212795	101-0000-441.35-00	HILLSIDE TOWING	TOW FEE	$150.00	$150.00
212808	715-0000-220.93-00	JOHN HARON	BOND REFUND	$200.00	$200.00
212865	715-0000-220.93-00	RICKY CONSTRUCTION INC	BOND REFUND	$200.00	$200.00
212866	715-0000-220.93-00	RICKY CONSTRUCTION, INC.	BOND REFUND	$100.00	$100.00
212872	715-0000-220.93-00	SARAH FERRAO	BOND REFUND	$200.00	$200.00
212877	715-0000-220.93-00	SEAN MICARI 17 2410	BOND REFUND	$200.00	$200.00
212885	715-0000-220.93-00	ST. PETER LUTHERN CHURCH	BOND REFUND	$200.00	$200.00
212891	715-0000-220.93-00	SUSAN CERABONA	BOND REFUND	$200.00	$200.00
212895	715-0000-220.93-00	THERESE & DAVID HAINES	BOND REFUND	$200.00	$200.00
212923	715-0000-220.93-00	WEBB, DAVID 162902	BOND REFUND	$100.00	$100.00
212927	715-0000-220.93-00	WORDEL CONSTRUCTION, INC.	BOND REFUND	$200.00	$200.00
901357	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	FSA CLAIMS	$3,218.12	$3,218.12
901359	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	FSA CLAIMS	$5,696.98	$5,696.98
901361	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	FSA CLAIMS	$4,358.96	$4,358.96

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
				Division 0 Total	$26,040.30
				Department 0 Total	$26,040.30

WARRANT REGISTER - GM0002

Department: 2 Integrated Services

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212791	101-0201-502.22-03	HARRIS TRUST & SAVINGS BANK	NIU OUTREACH	$200.00	$200.00
212884	101-0201-502.21-65	SPRINT	ACCT 456761884	$100.00	$100.00
212908	101-0201-502.21-65	VERIZON WIRELESS	ACCT 88534852600001	$127.92	$127.92
212928	101-0201-502.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
				Division 1 Total	$512.92
				Department 2 Total	$512.92

WARRANT REGISTER - GM0002

Department: 3 Human Resources

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212791	101-0301-503.22-03	HARRIS TRUST & SAVINGS BANK	NEPELRA	$65.00	$65.00
	101-0301-503.40-70	HARRIS TRUST & SAVINGS BANK	DOLLAR TREE	$13.20	$13.20
212916	101-0301-503.21-65	VERIZON WIRELESS	ACCT 28544404900001	$125.27	$125.27
212928	101-0301-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
901360	605-0301-552.20-66	PRUDENTIAL INSURANCE CO OF AMERICA	LIFE INSURANCE PREMIUM	$1,901.08	$1,901.08
				Division 1 Total	$2,189.55
				Department 3 Total	$2,189.55

WARRANT REGISTER - GM0002

Department: 4 Legal Department

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212758	101-0401-503.21-65	CHICAGO TITLE COMPANY LLC	TRACT SEARCH	$120.00	$120.00
212774	101-0401-503.20-20	ERNEST R BLOMQUIST PC	LEGAL SERVICES	$7,680.00	$7,680.00
212791	101-0401-503.22-02	HARRIS TRUST & SAVINGS BANK	AMERICAN BAR ASSOCIATI	$366.00	$1,116.00
			ILLINOIS STATE BAR ASSN	$360.00	
			ILLINOIS STATE BAR ASSN	$390.00	
212796	101-0401-503.20-10	HOLLAND & KNIGHT LLP	RETAINER	$3,000.00	$3,000.00
212869	101-0401-503.21-65	ROSE MARY JURINEK	COURT REPORTER	$841.00	$841.00
212909	101-0401-503.21-65	VERIZON WIRELESS	ACCT 68500580500002	$91.91	$91.91
212928	101-0401-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$140.90	$140.90
				Division 1 Total	$12,989.81
				Department 4 Total	$12,989.81

WARRANT REGISTER - GM0002

Department: 5 Finance

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212732	505-0501-503.21-65	AMERICAN PRINTING TECHNOLOGIES	SERVICE PRINTING	$780.35	$780.35
212782	611-0501-552.20-45	GALLAGHER BASSETT SERVICES	TRUE UP	$983.00	$2,131.00
			TRUE UP	$1,148.00	
212850	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$314.63	$373.39
			OFFICE SUPPLIES	$58.76	
212853	101-0501-503.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	$63.45	$63.45
212859	505-0501-503.22-05	POSTMASTER ARLINGTON HEIGHTS	POSTAGE REIMBURSEMENT	$204.16	$204.16
212881	101-0501-503.30-05	SHERWIN ACE HARDWARE	OFFICE SUPPLIES	$8.99	$8.99
212910	101-0501-503.21-65	VERIZON WIRELESS	ACCT 98508581800001	$55.90	$55.90
212928	101-0501-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$56.67	$120.63
			OFFICE MACHINES & ACCESS	$37.96	
			OFFICE MACHINES & ACCESS	$26.00	
				Division 1 Total	$3,737.87
				Department 5 Total	$3,737.87

WARRANT REGISTER - GM0002

Department: 6 Information Technology

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212754	625-0601-572.50-10	CDS OFFICE TECHNOLOGIES	COMPUTERS,DP & WORD PROC.	$11,012.00	$11,012.00
212755	625-0601-553.33-05	CDW GOVERNMENT INC	COMPUTERS,DP & WORD PROC.	$4,110.00	$4,110.00
212791	625-0601-553.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS	$16.99	$153.98
			UBREAKIFIX - SCHAUMBUR	$136.99	
212803	625-0601-553.20-39	INSIGHT PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	$1,546.29	$1,546.29
212836	625-0601-553.20-05	MUNICIPAL GIS PARTNERS INC	COMPUTERS,DP & WORD PROC.	$16,574.41	$16,574.41
212911	625-0601-553.21-65	VERIZON WIRELESS	ACCT 98726153700001	$464.86	$464.86
212912	625-0601-553.21-65	VERIZON WIRELESS	ACCT 68500580500001	$1,369.13	$1,369.13
212917	625-0601-553.21-65	VERIZON WIRELESS	ACCT 78036610800001	$390.66	$390.66
				Division 1 Total	$35,621.33
				Department 6 Total	$35,621.33

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Department: 10 Boards & Commissions

Division: 8

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212767	101-1008-502.20-75	CONRAD POLYGRAPH INC	INDIVIDUAL EXAMS	$480.00	$1,120.00
			INDIVIDUAL EXAMS	$640.00	
212888	101-1008-502.20-75	STEPHEN LASER & ASSOCIATES	INDIVIDUAL EXAMS	$550.00	$550.00
				Division 8 Total	$1,670.00

Division: 14

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212791	101-1014-502.33-05	HARRIS TRUST & SAVINGS BANK	WAYNE S PIZZA	$128.38	$128.38
				Division 14 Total	$128.38

Division: 21

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212920	101-1021-502.40-40	VISUAL EDGE CREATIVE SERVICES	SERVICE PRINTING	$1,250.00	$1,250.00
				Division 21 Total	$1,250.00
				Department 10 Total	$3,048.38

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Department: 20 Special Events

Division: 5

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212769	515-2005-525.50-55	DELAUTER DEVELOPMENT INC	EQUIPMENT, NON OFFICE	$20,000.00	$20,000.00
212894	515-2005-525.50-55	TC FURLONG INC	THEATRE SUPPLIES & EQUIP	$9,495.44	$9,495.44
				Division 5 Total	$29,495.44
				Department 20 Total	$29,495.44

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Department: 30 Police Department

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212752	101-3001-511.22-03	JENNIFER CASTILLO	CRISIS TRAINING SEMINAR	$135.00	$135.00
212777	101-3001-511.22-03	LANCE FERGUSON	REIMBURSEMENT	$65.00	$65.00
212778	101-3001-511.21-65	FIFTH THIRD BANK	PROCESSING FEE	$38.49	$38.49
212785	101-3001-511.21-65	GOLF ROSE PET LODGE	SERVICE MISCELLANEOUS	$126.00	$158.40
			SERVICE MISCELLANEOUS	$15.00	
			SERVICE MISCELLANEOUS	$17.40	
212791	101-3001-511.33-25	HARRIS TRUST & SAVINGS BANK	DD/BR #341408 Q35	$122.88	$180.33
			AMAZON MKTPLACE PMTS W	$29.56	
			JEWEL #3422	$27.89	
212799	101-3001-511.22-03	IL ASSOC OF CHIEFS OF POLICE	REGISTRATION	$261.00	$261.00
212806	101-3001-511.21-02	INTOXIMETERS INC	SERVICE EQUIPMENT	$535.00	$535.00
212807	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	$6.95	$6.95
212812	101-3001-511.21-65	JP MORGAN CHASE	PROCESSING FEE	$88.97	$88.97
212816	101-3001-511.22-03	DANIEL LEON	REIMBURSEMENT	$65.00	$65.00
212825	101-3001-511.21-65	METRO-WESTERN COOK CREDIT	SERVICE MISCELLANEOUS	$108.00	$180.00
			SERVICE MISCELLANEOUS	$72.00	
212840	101-3001-511.22-03	NE MULTI REGIONAL TRAINING INC	REGISTRATION	$125.00	$125.00
212844	101-3001-511.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$76,176.69	$76,176.69
212849	101-3001-511.22-03	OCCAM VIDEO SOLUTIONS	REGISTRATION	$790.00	$790.00
212850	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$59.77	$59.77
212857	101-3001-511.22-02	PETTY CASH/POLICE	NOTARY CERTIFICATION	$5.00	$5.00
	101-3001-511.22-03	PETTY CASH/POLICE	TRAINING	$15.00	$45.00
			TRAINING	$15.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212857	101-3001-511.22-03	PETTY CASH/POLICE	TRAINING	$15.00	$45.00
	101-3001-511.33-25	PETTY CASH/POLICE	BATTERIES	$8.79	$33.79
			EVENT SUPPLIES	$25.00	
212863	101-3001-511.30-35	RAY O'HERRON	CLOTHING & APPAREL	$138.00	$460.95
			CLOTHING & APPAREL	$322.95	
212873	101-3001-511.30-50	SCARSDALE MARATHON	FUEL,OIL,GREASE, & LUBES	$35.64	$35.64
212878	101-3001-511.33-25	SECOND CHANCE CARDIAC SOLUTIONS	SAFETY & FIRST AID EQUIP.	$459.50	$1,194.70
			SAFETY & FIRST AID EQUIP.	$735.20	
212881	101-3001-511.33-25	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$11.98	$11.98
212882	101-3001-511.30-35	SJODIN ALF	REIMBURSEMENT	$69.95	$69.95
212889	101-3001-511.33-25	SUBURBAN ACCENTS INC	EQUIPMENT, NON-OFFICE	$250.00	$325.00
			EQUIPMENT, NON-OFFICE	$75.00	
212892	101-3001-511.22-03	CHRISTOPHER TATMAN	TUITION REIMBURSEMENT	$869.00	$1,713.00
			TUITION REIMBURSEMENT	$844.00	
212898	101-3001-511.21-65	THOMSON REUTERS-WEST	SERVICE PROFESSIONAL	$480.00	$480.00
212901	401-3001-572.50-15	ULTRA STROBE COMMUNICATIONS INC	SERVICE EQUIPMENT	$25.00	$25.00
212914	101-3001-511.21-65	VERIZON WIRELESS	ACCT 68682493000001	$3,026.41	$3,026.41
212919	101-3001-511.21-65	VISUAL COMPUTER SOLUTIONS	ANNUAL SOFTWARE RENEWAL	$11,200.00	$11,200.00
212921	101-3001-511.21-65	WALGREEN COMPANY	DRUGS,PHARM & BIOLOGICALS	$24.18	$24.18
				Division 1 Total	$97,516.20

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212732	231-3003-511.40-11	AMERICAN PRINTING TECHNOLOGIES	SERVICE PRINTING	$681.58	$681.58
212768	231-3003-511.40-11	CORPORATE IDENTITY INC	SUPPLIES	$1,248.19	$1,248.19
212791	231-3003-511.40-01	HARRIS TRUST & SAVINGS BANK	ALL K 9 INC	$87.47	$363.43

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212791	231-3003-511.40-01	HARRIS TRUST & SAVINGS BANK	RAYALLEN.COM | JJDOG.C	$275.96	$363.43
212840	231-3003-511.40-01	NE MULTI REGIONAL TRAINING INC	REGISTRATION	$249.00	$249.00
212875	231-3003-511.40-01	SCIENTIFIC ANIMAL FEEDS AND NEEDS	CANINE UNIT PROGRAM	$62.79	$196.06
			CANINE UNIT PROGRAM	$62.99	
			CANINE UNIT PROGRAM	$70.28	
212931	231-3003-511.40-11	3SI SECURITY SYSTEMS	USAGE FEE	$432.00	$432.00
				Division 3 Total	$3,170.26
				Department 30 Total	$100,686.46

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Department: 35 Fire

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212725	101-3501-512.30-35	AIR ONE EQUIPMENT	SAFETY & FIRST AID EQUIP.	$1,484.00	$1,484.00
212791	101-3501-512.22-02	HARRIS TRUST & SAVINGS BANK	4TE*EMT BASIC INITAL F	$1.00	$556.00
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*EMT BASIC INITAL F	$1.00	
			4TE*IDPH EMS HWYSAFETY	$20.00	
			4TE*IDPH EMS HWYSAFETY	$20.00	
			4TE*IDPH EMS HWYSAFETY	$20.00	
			4TE*IDPH EMS HWYSAFETY	$20.00	
			4TE*IDPH EMS HWYSAFETY	$20.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212791	101-3501-512.22-02	HARRIS TRUST & SAVINGS BANK	4TE*IDPH EMS HWYSAFETY	$40.00	$556.00
			4TE*IDPH EMS HWYSAFETY	$40.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	
			4TE*IDPH EMS HWYSAFETY	$40.00	
	101-3501-512.22-03	HARRIS TRUST & SAVINGS BANK	IMAGETREND INC	$1,935.00	$4,711.64
			JW MARRIOTT INDIANAPOL	$668.32	
			JW MARRIOTT INDIANAPOL	$668.32	
			PEN*FDIC/FIRE ENGINEER	$595.00	
			PEN*FDIC/FIRE ENGINEER	$595.00	
			WWW.IL-IAAI.COM	$250.00	
	101-3501-512.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS W	$35.88	$406.14
			AMAZON MKTPLACE PMTS W	$77.18	
			AMAZON.COM AMZN.COM/BI	$129.30	
			NPI/RAM MOUNTS	$163.78	
	101-3501-512.30-35	HARRIS TRUST & SAVINGS BANK	LANDS END	$71.90	$71.90
	101-3501-512.31-65	HARRIS TRUST & SAVINGS BANK	HOMEDEPOT.COM	$59.99	$59.99
	101-3501-512.33-05	HARRIS TRUST & SAVINGS BANK	GFS STORE #0204	$89.96	$507.91
			GFS STORE #0204	$252.08	
			HARVEST FRESH	$24.43	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212791	101-3501-512.33-05	HARRIS TRUST & SAVINGS BANK	JEWEL #3478	$33.17	$507.91
			JEWEL #3478	$48.57	
			MUG S PIZZA & RIBS	$59.70	
212807	101-3501-512.30-35	JG UNIFORMS	CLOTHING & APPAREL	$45.00	$440.75
			CLOTHING & APPAREL	$289.80	
			CLOTHING & APPAREL	$70.00	
			CLOTHING & APPAREL	$35.95	
212844	101-3501-512.20-37	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$25,392.24	$25,392.24
212845	101-3501-512.22-03	NORTHWEST COMMUNITY HOSP	TRAINING	$6,880.00	$6,880.00
212850	101-3501-512.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$119.02	$119.02
212881	101-3501-512.31-45	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$6.99	$6.99
	101-3501-512.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$22.12	$22.12
212903	401-3501-572.50-15	US DIGITAL DESIGNS INC	FIRE PROTECTION EQUIP.	$24,401.56	$24,401.56
212905	101-3501-512.21-65	VERIZON WIRELESS	ACCT 44205897800001	$1,065.70	$1,065.70
212928	101-3501-512.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$163.00
			OFFICE MACHINES & ACCESS	$26.00	
			OFFICE MACHINES & ACCESS	$26.00	
			OFFICE MACHINES & ACCESS	$26.00	
				Division 1 Total	$66,288.96
				Department 35 Total	$66,288.96

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Department: 37 Foreign Fire Insurance

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212725	227-3701-512.50-15	AIR ONE EQUIPMENT	FIRE PROTECTION EQUIP.	$711.90	$711.90
212903	227-3701-512.50-15	US DIGITAL DESIGNS INC	FIRE PROTECTION EQUIP.	$15,000.00	$15,000.00
				Division 1 Total	$15,711.90
				Department 37 Total	$15,711.90

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Department: 40 Planning

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212811	101-4001-521.40-40	JOURNAL & TOPICS NEWSPAPERS	ADVERTISING	$1,500.00	$1,500.00
212813	263-4001-571.20-05	KANE MC KENNA & ASSOCIATES	PROFESSIONAL SERVICES	$350.00	$350.00
212814	101-4001-521.21-65	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIPTS	$189.45	$401.90
			TRANSCRIPTS	$212.45	
212824	101-4001-521.40-40	MICHAEL MERTES	ICSC TRADE SHOW	$914.42	$914.42
212850	101-4001-521.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$11.16	$59.58
			OFFICE SUPPLIES	$11.16	
			OFFICE SUPPLIES	$37.26	
212853	101-4001-521.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	$49.95	$638.55
			ADVERTISING	$202.50	
			ADVERTISING	$75.60	
			ADVERTISING	$97.20	
			ADVERTISING	$105.30	
			ADVERTISING	$108.00	
212918	101-4001-521.21-65	VERIZON WIRELESS	ACCT 38042002700001	$101.91	$101.91
212920	101-4001-521.40-41	VISUAL EDGE CREATIVE SERVICES	ARL ECONOMICS	$100.00	$100.00
212928	101-4001-521.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$37.96	$37.96
				Division 1 Total	$4,104.32
				Department 40 Total	$4,104.32

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Department: 45 Building

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212804	101-4501-523.30-01	INTL CODE COUNCIL INC	CODE BOOKS	$117.75	$117.75
212856	101-4501-523.30-05	PETTY CASH	OFFICE SUPPLIES	$40.66	$40.66
212897	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	$38.00	$152.00
			SERVICE BLDG MAINT	$114.00	
212907	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800002	$144.04	$144.04
212915	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800001	$352.16	$352.16
212928	101-4501-523.21-65	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	$52.16
			OFFICE MACHINES & ACCESS	$26.16	
				Division 1 Total	$858.77

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212727	101-4502-523.20-25	ALEXIAN BROS CENTER MENTAL HEALTH	COUNSELING	$145.00	$904.20
			COUNSELING	$499.20	
			COUNSELING	$260.00	
212772	101-4502-523.40-60	EDWARDS, JANE	RHAP PROGRAM	$1,200.00	$1,200.00
212776	101-4502-523.30-05	FASTSIGNS OF ARLINGTON HTS	OFFICE SUPPLIES	$12.00	$12.00
212780	101-4502-523.21-10	FLECKS LANDSCAPING	PROPERTY MAINTENANCE	$85.00	$1,430.00
			PROPERTY MAINTENANCE	$85.00	
			PROPERTY MAINTENANCE	$85.00	
			PROPERTY MAINTENANCE	$85.00	
			PROPERTY MAINTENANCE	$70.00	
			PROPERTY MAINTENANCE	$130.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212780	101-4502-523.21-10	FLECKS LANDSCAPING	PROPERTY MAINTENANCE	$70.00	$1,430.00
			PROPERTY MAINTENANCE	$90.00	
			PROPERTY MAINTENANCE	$85.00	
			PROPERTY MAINTENANCE	$85.00	
			PROPERTY MAINTENANCE	$200.00	
			PROPERTY MAINTENANCE	$85.00	
			PROPERTY MAINTENANCE	$85.00	
			PROPERTY MAINTENANCE	$105.00	
			PROPERTY MAINTENANCE	$85.00	
	101-4502-523.21-65	FLECKS LANDSCAPING	PROPERTY MAINTENANCE	$90.00	$90.00
212791	101-4502-523.33-10	HARRIS TRUST & SAVINGS BANK	GLAXOSMITHKLINE PHARMA	$783.20	$783.20
	101-4502-523.40-53	HARRIS TRUST & SAVINGS BANK	COMED PAYMENT	$396.37	$396.37
212815	101-4502-523.20-25	SHERRY LEMKE	COUNSELING	$100.00	$662.00
			COUNSELING	$90.00	
			COUNSELING	$400.00	
			COUNSELING	$72.00	
212864	101-4502-523.40-60	RESIDENCES AT ARLINGTON HEIGHTS	RHAP PROGRAM	$68.54	$68.54
212906	101-4502-523.21-65	VERIZON WIRELESS	ACCT 88556712200001	$178.80	$178.80
212928	101-4502-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
				Division 2 Total	$5,810.11

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212729	101-4503-523.22-40	AMERICAN CHARGE SERVICE	TAXI SERVICE	$42.00	$42.00
212790	101-4503-523.21-65	HARPER COLLEGE	PROGRAM INSTRUCTIONAL FEE	$43.50	$43.50
212791	101-4503-523.21-65	HARRIS TRUST & SAVINGS BANK	VOLGISTICS INC	$61.00	$61.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212791	101-4503-523.31-65	HARRIS TRUST & SAVINGS BANK	SAMS CLUB #6464	$296.25	$313.98
			WAL-MART #5276	$17.73	
212819	101-4503-523.21-65	MARQUEE MOVIE PRESENTATIONS LLC	PROGRAM INSTRUCTIONAL FEE	$175.00	$175.00
212850	101-4503-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$58.56	$58.56
	101-4503-523.31-65	OFFICE DEPOT	OFFICE SUPPLIES	$212.01	$212.01
212928	101-4503-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$18.60	$18.60
				Division 3 Total	$924.65
				Department 45 Total	$7,593.53

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Department: 50 Engineering

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212738	401-5001-571.50-30	ARROW ROAD CONSTRUCTION CO	SERVICE CONSTRUCTION	$14,715.00	$14,715.00
212791	101-5001-524.30-35	HARRIS TRUST & SAVINGS BANK	HD SUPPLY WHITE CAP #6	$462.92	$462.92
	101-5001-524.31-85	HARRIS TRUST & SAVINGS BANK	TARGET 00008805	$129.99	$129.99
			TARGET 00011767	($154.01)	
			TARGET 00011767	($154.01)	
			TARGET 00011767	$154.01	
			TARGET 00011767	$154.01	
212810	211-5001-571.50-40	JOHNSON PAVING CO	SERVICE CONSTRUCTION	$167,784.21	$167,784.21
212834	401-5001-571.50-30	PENNY MORONEY	SIDEWALK REIMBURSEMENT	$700.00	$700.00
212850	101-5001-524.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$224.34	$471.13
			OFFICE SUPPLIES	$51.20	
			OFFICE SUPPLIES	$195.59	
212896	401-5001-571.50-30	THOMAS ENGINEERING GROUP LLC	SERVICE CONSULTING	$1,732.00	$1,732.00
212913	101-5001-524.21-65	VERIZON WIRELESS	ACCT 98547850100002	$541.10	$541.10
212928	101-5001-524.22-15	XEROX CORPORATION	RENTAL/LEASE EQUIPMENT	$85.00	$85.00
				Division 1 Total	$186,621.35
				Department 50 Total	$186,621.35

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Department: 71 Public Works

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212723	101-7101-531.31-75	ACTIVE ELECTRICAL SUPPLY CO	STREET/SIDEWALK SUPPLIES	$1,758.00	$1,758.00
212731	101-7101-531.31-55	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$278.55	$278.55
212733	101-7101-531.22-03	APWA CHICAGO METRO CHAPTER	APWA CONFERENCE	$50.00	$50.00
212736	101-7101-531.21-36	ARLINGTON RENTAL INC	EQUIPMENT RENTAL	$121.30	$121.30
212737	101-7101-531.31-90	ARROW ROAD CONSTRUCTION CO	STREET/SIDEWALK SUPPLIES	$625.05	$960.00
			STREET/SIDEWALK SUPPLIES	$334.95	
212739	101-7101-531.22-70	AT & T	ACCT 84759060006156	$870.54	$870.54
212742	101-7101-531.31-65	BATTERIES PLUS LLC	HARDWARE SUPPLIES	$70.50	$70.50
212744	401-7101-571.50-20	BERGLUND CONSTRUCTION CO	SERVICE CONSTRUCTION	$40,884.25	$40,884.25
212745	101-7101-531.30-39	BP	FUEL,OIL,GREASE, & LUBES	$61.78	$61.78
212747	426-7101-571.50-25	KRYSTIAN BUKOWSKI	ENHANCED SEWER REBATE	$11,250.00	$11,250.00
212749	101-7101-531.31-65	BUSHNELL INC	HARDWARE SUPPLIES	$475.76	$475.76
212759	101-7101-531.21-11	CINTAS CORP	FLOOR MATS	$27.59	$191.44
			FLOOR MATS	$27.59	
			FLOOR MATS	$30.99	
			FLOOR MATS	$33.01	
			FLOOR MATS	$72.26	
212760	101-7101-531.21-55	CITY ESCAPE GARDEN CENTER & DESIGN	SERVICE MISCELLANEOUS	$2,855.17	$3,545.17
			SERVICE MISCELLANEOUS	$690.00	
212762	101-7101-531.21-55	CLEAN CUT TREE SERVICE INC	SERVICE MISCELLANEOUS	$5,310.00	$5,310.00
212763	101-7101-531.22-70	COMCAST CABLE	TELECOMMUNICATIONS	$24.74	$24.74
212764	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0211092232	$1,086.31	$1,086.31
212771	101-7101-531.21-65	EDT LLC	HARDWARE SUPPLIES	$65.00	$65.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212780	101-7101-531.21-55	FLECKS LANDSCAPING	SERVICE MISCELLANEOUS	$21,773.40	$21,958.40
			SERVICE MISCELLANEOUS	$185.00	
212783	101-7101-531.20-05	GLOBAL AERIAL VIDEO INC	SERVICE PROFESSIONAL	$1,025.00	$1,025.00
212793	101-7101-531.21-02	HAYES MECHANICAL	HVAC MAINTENANCE	$170.00	$5,196.00
			HVAC MAINTENANCE	$1,046.00	
			HVAC MAINTENANCE	$1,046.00	
			HVAC MAINTENANCE	$868.00	
			HVAC MAINTENANCE	$520.00	
			HVAC MAINTENANCE	$817.00	
			HVAC MAINTENANCE	$281.00	
			HVAC MAINTENANCE	$448.00	
212798	101-7101-531.31-45	HP PRODUCTS CORP	JANITORIAL SUPPLIES	$1,274.50	$1,274.50
212801	101-7101-531.22-15	IMPACT NETWORKING LLC	COMPUTERS,DP&WORD PROC.	$19.50	$19.50
212802	101-7101-531.22-02	IMSA	RENEWAL FEE	$40.00	$40.00
212805	101-7101-531.21-11	INTL EXTERMINATORS INC	PEST CONTROL	$120.00	$299.00
			PEST CONTROL	$59.00	
			PEST CONTROL	$60.00	
			PEST CONTROL	$60.00	
212809	101-7101-531.21-02	JOHNSON CONTROLS	SERVICE BLDG MAINTENANCE	$881.46	$881.46
212817	101-7101-531.31-85	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$189.05	$189.05
	101-7101-531.33-05	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$61.74	$61.74
212818	101-7101-531.30-39	MANSFIELD OIL COMPANY	FUEL,OIL,GREASE, & LUBES	$17,796.45	$17,796.45
212822	101-7101-531.31-55	MECOR INC	HARDWARE SUPPLIES	$411.45	$411.45
212828	101-7101-531.31-45	MEYER LABORATORY INC	HARDWARE SUPPLIES	$892.39	$892.39
212829	101-7101-531.31-90	MICHAEL TODD & CO	HARDWARE SUPPLIES	$183.91	$183.91

Check Date: 6-15-2018

Wednesday, June 13, 2018

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212831	101-7101-531.31-40	MIDWEST GROUNDCOVERS	LANDSCAPING	$194.25	$1,889.45
			LANDSCAPING	$1,384.95	
			LANDSCAPING	$310.25	
212833	101-7101-531.21-55	MILIEU DESIGN LLC	SERVICE MISCELLANEOUS	$1,651.98	$4,269.35
			SERVICE MISCELLANEOUS	$1,180.00	
			SERVICE MISCELLANEOUS	$1,437.37	
212839	101-7101-531.21-11	NATL DECORATING SERVICE INC	SERVICE PROFESSIONAL	$770.00	$770.00
212841	101-7101-531.21-50	NICOR	ACCT 71251169620	$668.16	$668.16
212842	101-7101-531.21-50	NICOR	ACCT 01701843946	$859.20	$859.20
212843	101-7101-531.30-35	NORTH AMERICAN SAFETY INC	ELECTRICAL SUPPLIES	$45.50	$45.50
212846	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	($28.91)	($28.91)
212848	426-7101-571.50-25	STEPHEN O'LEARY	ENHANCED SEWER REBATE	$7,140.00	$7,140.00
212851	101-7101-531.31-90	OZINGA READY MIX CONCRETE INC	SERVICE CONSTRUCTION	$610.75	$610.75
212852	101-7101-531.22-70	PACIFIC TELEMANAGEMENT SERVICES	TELECOMMUNICATIONS	$298.20	$298.20
212854	401-7101-571.50-40	PATRIOT PAVEMENT MAINTENANCE INC	SERVICE CONSTRUCTION	$150,000.00	$150,000.00
212855	101-7101-531.31-40	PESCHES FLOWER SHOP	LANDSCAPING	$988.22	$1,821.86
			LANDSCAPING	$833.64	
212856	101-7101-531.30-35	PETTY CASH	CLOTHING & APPAREL	$19.99	$61.97
			CLOTHING & APPAREL	$41.98	
	101-7101-531.31-65	PETTY CASH	EVENT SUPPLIES	$41.46	$41.46
212860	101-7101-531.21-15	POTHOLE PROS INC	SERVICE CONSTRUCTION	$12,397.00	$12,397.00
212861	101-7101-531.22-70	PRECISE MRM LLC	MONTHLY DATA PLAN	$400.51	$400.51
212862	101-7101-531.30-35	PRO SAFETY INC	HARDWARE SUPPLIES	$724.00	$724.00
212867	101-7101-531.21-02	ROBERTS ENVIRONMENTAL CONTROL CORP	HVAC MAINTENANCE	$435.00	$435.00
212874	426-7101-571.50-25	CINDY SCHROEDER	ENHANCED SEWER REBATE	$11,250.00	$11,250.00

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212879	101-7101-531.21-36	SERVICE SANITATION	PLUMBING EQUIPMENT	$1,232.00	$1,232.00
212881	101-7101-531.31-55	SHERWIN ACE HARDWARE	PLUMBING EQUIPMENT	$12.99	$12.99
	101-7101-531.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$59.98	$59.98
	101-7101-531.33-05	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$12.56	$12.56
212883	101-7101-531.22-70	SOUND INCORPORATED	TELECOMMUNICATIONS	$72.73	$72.73
212887	101-7101-531.31-55	STANDARD PIPE & SUPPLY INC	SERVICE BLDG MAINTENANCE	$24.94	$24.94
212899	101-7101-531.31-90	TRAFFIC CONTROL & PROTECTION	STREET/SIDEWALK SUPPLIES	$890.00	$890.00
212924	101-7101-531.21-55	WEST CENTRAL MUNICIPAL CONF	AGRICULTURAL SUPPLIES	$27,773.00	$27,773.00
212926	101-7101-531.30-39	WEX BANK	FUEL,OIL,GREASE, & LUBES	$63.02	$63.02
212929	101-7101-531.31-90	YEA PATCH LLC	SERVICE CONSTRUCTION	$2,080.00	$2,080.00
801734	101-7101-531.21-50	NICOR	ACCT 06802945268	$27.43	$9,395.89
			ACCT 15839647334	$400.09	
			ACCT 19426400008	$96.91	
			ACCT 25422686599	$2,738.25	
			ACCT 28178600004	$395.21	
			ACCT 38096400007	$879.29	
			ACCT 38178600003	$348.24	
			ACCT 40178600009	$152.67	
			ACCT 53278600001	$1,715.85	
			ACCT 58401600000	$564.55	
			ACCT 72489260108	$180.25	
			ACCT 94830700004	$539.75	
			ACCT 97034457784	$1,357.40	
801735	101-7101-531.21-50	CONSTELLATION NEW ENERGY INC	CUST ID IL47953	$10,302.50	
801736	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0002031003	$31.55	$12,058.24

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
801736	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 2278061084	$242.95	$12,058.24
			ACCT 3183115007	$8.47	
			ACCT 4321662000	$1,525.11	
			ACCT 4643388009	$81.11	
			ACCT 7363016029	$10,169.05	
801737	101-7101-531.22-70	AT & T	ACCT 84725331209504	$6,743.50	$10,245.73
			ACCT 84725334382001	$87.07	
			ACCT 84725535058159	$2,303.46	
			ACCT 84734215365273	$42.02	
			ACCT 84739420624707	$42.02	
			ACCT 84739443682112	$42.02	
			ACCT 84739893361501	$51.48	
			ACCT 84739893901330	$46.95	
			ACCT 84759391411742	$52.56	
			ACCT 847R1902892011	$834.65	
				Division 1 Total	$385,109.27
				Department 71 Total	$385,109.27

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Department: 72 Water and Sewer

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212724	505-7201-561.31-05	ADDISON BUILDING MATERIAL CO	HARDWARE SUPPLIES	$42.56	$42.56
212728	505-7201-561.30-30	AMAZON COM CAPITAL SERVICES	HARDWARE SUPPLIES	$48.09	$48.09
	505-7201-561.30-35	AMAZON COM CAPITAL SERVICES	HARDWARE SUPPLIES	$116.21	$116.21
	505-7201-561.31-65	AMAZON COM CAPITAL SERVICES	HARDWARE SUPPLIES	$42.65	$74.63
			HARDWARE SUPPLIES	$25.99	
			HARDWARE SUPPLIES	$5.99	
212750	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$16,355.95	$16,355.95
	505-7201-561.21-62	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$4,225.00	$4,225.00
	505-7201-561.31-90	C C CARTAGE INC	STREET/SIDEWALK SUPPLIES	$324.10	$12,773.26
			STREET/SIDEWALK SUPPLIES	$12,449.16	
212763	505-7201-561.22-70	COMCAST CABLE	TELECOMMUNICATIONS	$184.85	$184.85
212765	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	$42.85	$42.85
212766	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	$131.92	$131.92
212783	505-7201-561.20-05	GLOBAL AERIAL VIDEO INC	SERVICE PROFESSIONAL	$1,025.00	$1,025.00
212786	505-7201-561.31-85	GRAINGER W W INC	WATER/SEWER SYSTEM SUPPLY	$325.39	$325.39
212789	505-7201-561.31-01	HARBOR FREIGHT TOOLS	WATER/SEWER SYSTEM SUPPLY	$25.89	$25.89
212791	505-7201-561.50-10	HARRIS TRUST & SAVINGS BANK	CDW GOVT #mwq5589	$298.69	$298.69
212794	505-7201-561.21-35	HBK WATER METER SERVICE INC	SERVICE METER	$5,879.83	$5,879.83
212797	505-7201-561.31-85	HOME DEPOT CREDIT SERVICES	HARDWARE SUPPLIES	$179.88	$179.88
212817	505-7201-561.31-02	LOWES COMMERCIAL SERVICES	PLUMBING EQUIPMENT	$28.75	$28.75
	505-7201-561.31-65	LOWES COMMERCIAL SERVICES	WATER/SEWER SYSTEM SUPPLY	$273.11	$273.11
212827	505-7201-561.31-05	METROPOLITAN INDUSTRIES	WATER/SEWER SYSTEM SUPPLY	$1,787.00	$1,787.00
212830	505-7201-561.31-01	MID AMERICAN WATER	WATER/SEWER SYSTEM SUPPLY	$229.40	$4,480.43

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212830	505-7201-561.31-01	MID AMERICAN WATER	WATER/SEWER SYSTEM SUPPLY	$4,251.03	$4,480.43
212832	505-7201-561.31-02	MIDWEST METER INC	WATER/SEWER SYSTEM SUPPLY	$3,436.25	$3,436.25
212837	505-7201-561.33-05	MUNICIPAL MARKING DIST INC	WATER/SEWER SYSTEM SUPPLY	$959.85	$959.85
212843	505-7201-561.30-35	NORTH AMERICAN SAFETY INC	HARDWARE SUPPLIES	$45.50	$45.50
212846	505-7201-561.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	$124.90	$2,101.60
			ELECTRICAL SUPPLIES	$1,976.70	
212850	505-7201-561.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$100.76	$232.39
			OFFICE SUPPLIES	$52.10	
			OFFICE SUPPLIES	$79.53	
212856	505-7201-561.22-03	PETTY CASH	MEETING SUPPLIES	$40.00	$40.00
	505-7201-561.31-65	PETTY CASH	EVENT SUPPLIES	$19.98	$58.66
			MEETING SUPPLIES	$38.68	
212861	505-7201-561.22-70	PRECISE MRM LLC	MONTHLY DATA PLAN	$400.51	$400.51
212862	505-7201-561.30-35	PRO SAFETY INC	HARDWARE SUPPLIES	$724.00	$724.00
212880	505-7201-561.50-15	SETON	STREET/SIDEWALK SUPPLIES	$2,234.76	$2,234.76
212881	505-7201-561.30-35	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$3.99	$3.99
	505-7201-561.31-02	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$29.94	$29.94
212886	505-7201-561.31-07	STANDARD EQUIPMENT CO	WATER/SEWER SYSTEM SUPPLY	$619.00	$1,897.27
			WATER/SEWER SYSTEM SUPPLY	$1,278.27	
212887	505-7201-561.31-07	STANDARD PIPE & SUPPLY INC	WATER/SEWER SYSTEM SUPPLY	$31.50	$31.50
212890	505-7201-561.20-05	SUBURBAN LABORATORIES INC	WATER SAMPLES	$1,854.50	$1,854.50
212893	505-7201-561.21-35	TAYLOR PLUMBING	WATER/SEWER SYSTEM SUPPLY	$12,347.29	$12,347.29
212899	505-7201-561.50-15	TRAFFIC CONTROL & PROTECTION	WATER/SEWER SYSTEM SUPPLY	$717.50	$717.50
212904	505-7201-561.30-35	USA BLUEBOOK	CLOTHING & APPAREL	$170.65	$170.65
212922	505-7201-561.31-05	WATER PRODUCTS CO	WATER/SEWER SYSTEM SUPPLY	$254.00	$254.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
801734	505-7201-561.21-50	NICOR	ACCT 04055600003	$124.41	$495.46
			ACCT 19278600002	$189.59	
			ACCT 42567835683	$28.50	
			ACCT 58544400003	$59.29	
			ACCT 90920700003	$93.67	
801735	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	CUST ID IL47953	$2,177.88	$9,031.44
			CUST ID IL47953	$1,918.96	
			CUST ID IL47953	$4,934.60	
801736	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0087155164	$308.53	$1,513.83
			ACCT 0111076085	$428.79	
			ACCT 0117046072	$49.48	
			ACCT 0368380009	$34.66	
			ACCT 0645171017	$73.88	
			ACCT 0684023014	$117.40	
			ACCT 1092085063	$114.73	
			ACCT 1104021044	$89.69	
			ACCT 1284169036	$145.08	
			ACCT 3973144001	$151.59	
801737	505-7201-561.22-70	AT & T	ACCT 84725301748135	$44.08	
				Division 1 Total	$86,924.26
				Department 72 Total	$86,924.26

WARRANT REGISTER - GM0002

Department: 73 Parking

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212770	235-7301-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$453.84	$787.68
			SERVICE BLDG MAINT	$333.84	
801736	235-7301-532.21-50	COMMONWEALTH EDISON COMPANY	ACCT 4286290000	$632.14	$632.14
				Division 1 Total	$1,419.82

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212770	235-7302-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$1,437.16	$2,494.32
			SERVICE BLDG MAINT	$1,057.16	
212871	235-7302-532.22-10	RYDIN SIGN & DECAL	PARKING PERMITS	$1,555.00	$1,555.00
801735	235-7302-532.21-50	CONSTELLATION NEW ENERGY INC	CUST ID IL47953	$4,095.99	$4,095.99
801737	235-7302-532.21-50	AT & T	ACCT 84725309782425	$138.51	$138.51
				Division 2 Total	$8,283.82

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212770	235-7303-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$1,437.16	$2,494.32
			SERVICE BLDG MAINT	$1,057.16	
801734	235-7303-532.21-50	NICOR	ACCT 12690400002	$27.90	$27.90
801735	235-7303-532.21-50	CONSTELLATION NEW ENERGY INC	CUST ID IL47953	$2,615.49	$2,615.49
801737	235-7303-532.21-50	AT & T	ACCT 84763200281737	$1,223.60	$1,223.60
				Division 3 Total	$6,361.31

Division: 4

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212770	235-7304-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$453.84	$787.68
			SERVICE BLDG MAINT	$333.84	
212871	235-7304-532.22-10	RYDIN SIGN & DECAL	PARKING PERMITS	$1,555.00	$1,555.00
801734	235-7304-532.21-50	NICOR	ACCT 92296400002	$97.98	$97.98
				Division 4 Total	$2,440.66
				Department 73 Total	$18,505.61

WARRANT REGISTER - GM0002

Department: 74 Solid Waste Dispsl SWANCC

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
901358	511-7401-562.21-54	SOLID WASTE AGENCY	TIPPING FEES	$99,258.94	$99,258.94
				Division 1 Total	$99,258.94
				Department 74 Total	$99,258.94

WARRANT REGISTER - GM0002

Department: 75 Municipal Fleet Services

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212728	621-7501-551.31-51	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	$207.92	$818.44
			VEH MAINTENANCE SUPPLY	$610.52	
	621-7501-551.31-65	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	$149.99	$149.99
212734	621-7501-551.21-07	ARLINGTON CAR WASH & DETAIL	VEH MAINTENANCE SUPPLY	$14.95	$14.95
212735	621-7501-551.21-07	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	$200.00	$200.00
	621-7501-551.31-51	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	$15.76	$32.11
			VEH MAINTENANCE SUPPLY	$6.30	
			VEH MAINTENANCE SUPPLY	$10.05	
212740	621-7501-551.31-51	AUTO ZONE	VEH MAINTENANCE SUPPLY	$14.49	$194.47
			VEH MAINTENANCE SUPPLY	$179.98	
212742	621-7501-551.31-51	BATTERIES PLUS LLC	VEH MAINTENANCE SUPPLY	$74.95	$74.95
212748	621-7501-551.31-51	BURRIS EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$362.34	$362.34
212751	621-7501-551.31-51	CAR QUEST	VEH MAINTENANCE SUPPLY	$66.96	$589.10
			VEH MAINTENANCE SUPPLY	$63.07	
			VEH MAINTENANCE SUPPLY	$13.78	
			VEH MAINTENANCE SUPPLY	$125.38	
			VEH MAINTENANCE SUPPLY	$131.67	
			VEH MAINTENANCE SUPPLY	$14.45	
			VEH MAINTENANCE SUPPLY	$173.79	
212753	621-7501-551.21-07	CASTLE CHEVROLET NORTH	VEH MAINTENANCE SUPPLY	$5.67	$137.01
			VEH MAINTENANCE SUPPLY	$131.34	
212757	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	$34.90	$381.43
			VEH MAINTENANCE SUPPLY	$26.72	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212757	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	$319.81	$381.43
212761	621-7501-551.21-07	CITY LIMITS HARLEY DAVIDSON	MOTORCYCLE REPAIR	$129.66	$259.32
			MOTORCYCLE REPAIR	$129.66	
212775	621-7501-551.31-51	FACTORY MOTOR PARTS	VEH MAINTENANCE SUPPLY	$38.39	$38.39
212784	621-7501-551.31-51	GLOBAL EMERGENCY PRODUCTS	VEH MAINTENANCE SUPPLY	$667.00	$835.34
			VEH MAINTENANCE SUPPLY	$168.34	
212800	621-7501-551.21-07	IL SECRETARY OF STATE	VEH MAINTENANCE SUPPLY	$606.00	$606.00
212820	621-7501-551.31-51	MASTER HITCH INC	VEH MAINTENANCE SUPPLY	$46.99	$46.99
212821	621-7501-551.31-51	MC CANN INDUSTRIES	VEH MAINTENANCE SUPPLY	$9.41	$9.41
212835	621-7501-551.31-51	MPC COMMUNICATIONS & LIGHTING INC	VEH MAINTENANCE SUPPLY	$102.00	$102.00
212838	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	$26.30	$34.74
			VEH MAINTENANCE SUPPLY	$8.44	
212847	401-7501-572.50-15	NTX TOOLS	VEH MAINTENANCE SUPPLY	$1,137.36	$1,137.36
212858	621-7501-551.31-51	POMP'S TIRE SERVICE INC	VEH MAINTENANCE SUPPLY	$535.43	$535.43
212870	621-7501-551.21-02	INTERSTATE BILLING SERVICE INC	VEH MAINTENANCE SUPPLY	$511.50	$511.50
	621-7501-551.31-51	INTERSTATE BILLING SERVICE INC	VEH MAINTENANCE SUPPLY	$401.27	$706.41
			VEH MAINTENANCE SUPPLY	$41.97	
			VEH MAINTENANCE SUPPLY	$47.24	
			VEH MAINTENANCE SUPPLY	$215.93	
212876	621-7501-551.31-51	SCRUBBER CITY INC	VEH MAINTENANCE SUPPLY	$423.38	$423.38
212886	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	($351.84)	($521.90)
			VEH MAINTENANCE SUPPLY	$797.72	
			VEH MAINTENANCE SUPPLY	($2,007.38)	
			VEH MAINTENANCE SUPPLY	$297.48	
			VEH MAINTENANCE SUPPLY	$403.66	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212886	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$338.46	($521.90)
212900	621-7501-551.31-51	TRANS CHICAGO TRUCK GROUP	VEH MAINTENANCE SUPPLY	$280.18	$280.18
212902	621-7501-551.30-35	UNIFIRST CORPORATION	CLOTHING & APPAREL	$50.05	$101.49
			CLOTHING & APPAREL	$51.44	
212925	621-7501-551.31-51	WEST SIDE TRACTOR SALES CO	VEH MAINTENANCE SUPPLY	$401.41	$401.41
				Division 1 Total	$8,462.24
				Department 75 Total	$8,462.24

WARRANT REGISTER - GM0002

Department: 90 Capital

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212773	505-9001-571.50-25	EJ USA INC	WATER SYST IMPROVEMENTS	$210.00	$210.00
212781	505-9001-571.50-25	FOREMAN JOSEPH D AND CO	WATER SYST IMPROVEMENTS	$612.00	$612.00
212868	505-9001-571.50-25	ROBINSON ENGINEERING LTD	SERVICE CONSULTING	$5,600.00	$5,600.00
				Division 1 Total	$6,422.00

Division: 13

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212743	431-9013-571.50-25	BAXTER & WOODMAN	SERVICE CONSULTING	$7,415.00	$7,415.00
212779	431-9013-571.50-25	FIRST COMMUNICATIONS	TELECOMMUNICATIONS	$525.19	$525.19
212823	431-9013-571.50-15	MERIDIAN IT INC	COMPUTERS,DP & WORD PROC.	$462.50	$462.50
212930	431-9013-571.50-25	YPI ARLINGTON LLC	RENTAL/LEASE EQUIPMENT	$21,896.88	$21,896.88
				Division 13 Total	$30,299.57
				Department 90 Total	$36,721.57

WARRANT REGISTER - GM0002

Department: 99 Non Operating

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
212826	515-9901-525.40-83	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	$6,281.96	$6,281.96
	515-9901-525.40-92	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE CHARGE	$830.70	$830.70
				Division 1 Total	$7,112.66
				Department 99 Total	$7,112.66
TOTAL ALL FUNDS:					$1,136,736.67

Item: 75th Anniversary of the U.S. Cadet Nurse Corps

Department: Manager's Office

U.S. Cadet Nurse Corps Day

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	**Type**
U.S. Cadet Nurse Corps Day	Presentation

Village of Arlington Heights Proclamation
Recognizing

U.S. Cadet Nurse Corps Day
75th Anniversary
July 1, 2018

WHEREAS, the U.S. Cadet Nurse Corps, administered by the U.S. Public Health Service, provided for the training of some 180,000 nursing students nationwide during World War II, of whom some became registered nurses; and

WHEREAS, Cadet Nurses were devoted to the care of patients in stateside hospitals during World War II, thereby preventing the collapse of the nation's healthcare delivery system; and

WHEREAS, in addition to providing up to 80% of a hospital's skilled nursing service in the United States, Cadet Nurses provided for the healthcare of the nation's citizens, thereby making it possible for graduate nurses to serve in the military during World War II; and

WHEREAS, the U.S. Cadet Nurse Corps began operation on July 1, 1943, and Cadet Nurses celebrate the 75th Anniversary of this important program in 2018; and

WHEREAS, the U.S. Cadet Nurse Corps is the precursor of the Nurse Corps of the U.S. Public Health Service; and

WHEREAS, Cadet Nurses have left an enduring legacy on the nursing profession through their continued service as nurses and leaders in the decades after World War II.

NOW, THEREFORE, I, Thomas W. Hayes, Mayor of the Village of Arlington Heights, along with the Village Board of Trustees, do hereby proclaim July 1, 2018 as United States Cadet Nurse Corps Day in the Village of Arlington Heights and recognize the members of the U.S. Cadet Nurse Corps for their meaningful service to our families, community, and country.

Thomas W. Hayes, Mayor

Presented June 18, 2018

Item: 2018 Annual Action Plan

Department: Planning & Community Development

BACKGROUND

The purpose of this public hearing is to receive final comments on the proposed 2018 Annual Action Plan. The Village Board will consider whether to approve the draft 2018 Annual Action Plan under a later item on this agenda.

At the public hearing, the public is to be invited to comment on the full, draft 2018 Annual Action Plan including the CDBG budget that is contained therein.

<u>2018 Annual Action Plan</u>

The Annual Action Plan states how the Village will address the community development needs of its low and moderate income residents during the program year including how it will use its available CDBG funds. Although it is only a part of the Annual Action Plan, the Community Development Block Grant (CDBG) budget for the program year has historically been of particular interest to members of the community. The CDBG draft budget, which is contained within the 2018 Annual Action Plan, is provided as a separate attachment for the convenience of the Village Board and the public.

HUD REVEIW

If approved by the Village Board, the Village's 2018 Annual Action Plan will be submitted by Cook County with the 2018 Annual Action Plans of the other municipal members of the Cook County HOME Consortium. HUD may take up to 45 days to review the Village's 2018 Annual Action Plan. Upon approval, HUD will provide a Grant Agreement to the Village for its Federal fiscal year 2018 CDBG entitlement funds. The Village's 2018 Annual Action Plan will be due to Cook County in August 2018.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
2018 Annual Action Plan	Exhibits
Community Development Block Grant Budget	Exhibits

Village of Arlington Heights

Federal Fiscal Year 2018

Draft Annual Action Plan

Program Year

October 1, 2018 – September 30, 2019

Contact: Nora Boyer, Housing Planner
Department of Planning and Community Development
33 S. Arlington Heights Road
Arlington Heights, IL 60005
Phone: 847-368-5214
Fax: 847-368-5988
Email: nboyer@vah.com

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

Purpose: The purpose of the Annual Action Plan is to describe the housing and community development goals that the Village plans to address during the program year and how it will utilize its Community Development Block Grant (CDBG) funds to address those goals.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

In this program year, the Village intends to address its goals in the areas of homeowner unit preservation, homeless services, public facilities without housing benefits, public services, infrastructure and planning and administration.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Village of Arlington Heights has been a recipient of Community Development Block Grant (CDBG) funds since 1974. Since the beginning of the program, the Village has utilized over $13.5 million in CDBG funds to meet the needs of residents of the Village, particularly its low and moderate-income residents. The Village has effectively worked with the US Department of Housing and Urban Development over the 40 years of the programs existence and has consistently complied with all of the federal requirements of the program.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Village will hold two public hearings at different points during the development of the Annual Action Plan. The Village will also make the draft Annual Action Plan available for a 30-day public comment period. The public will be notified of the public hearings and the availability of the draft Annual Action Plan through a notice in the Daily Herald newspaper and through announcements directly mailed to persons and organizations of the CDBG mailing list.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Agencies submitted CDBG grant applications and presented their applications at a public hearing on May 14, 2018. Minutes of the May 14, 2018 meeting are being prepared.

During the 30-day public comment period, the Village received comments from nine individuals concerning the Village's public participation process. The comments asked that the Village: 1) more broadly advertise its two public hearings in order to encourage citizen participation (particularly the first public hearing) especially to low/moderate income and non-English speaking residents; 2) formally include a Citizens to be Heard item to the agenda for the first public hearing; and 3) generally extend itself further to promote citizen participation into the allocation of CDBG funds.

Village Response: The Village appreciates having received these comments. The Village followed it Citizen Participation Plan with respect to the 2018 Annual Action Plan by publishing timely notices of the two public hearings that were held as well as the 30-day public comment period on the 2018 Annual Action Plan. Notices were also direct mailed to 79 persons, most of which represent large constituencies that are low/moderate income or are presumed to be low/moderate income. In its notices, the Village explained how assistance could be requested by persons with disabilities and non-English speaking persons wishing to participate in the process. The Village extended itself beyond the measures included in its Citizen Participation Plan by providing notices including a notice of the 30-day public comment period on the Village's website which included links to the Draft 2018 Annual Action Plan for ease of accessibility. The Village received twenty (20) CDBG grant applications that were presented by agencies and the Village staff at the first public hearing. In response to the public comments, the Village has created and email list, as a supplement to its hardcopy mailing list, for notices. The Village reviewed its Citizen Participation Plan and processes, and will make clearer in the future that all meetings in connection with the Annual Action Plan are public and all members of the public may comments at those meetings and public hearings.

The 30-day public comment period ends on June 17, 2018. Any comments received after the posting of the materials for the June 18, 2018 Village Board meeting will be passed on to the Village Board at the June 18th meeting and will be included in the final version of this Annual Action Plan that is submitted to HUD.

6. Summary of comments or views not accepted and the reasons for not accepting them

None. Any comments received after the posting of the materials for the June 18, 2018 Village Board meeting (including the second public hearing on the Annual Action Plan) will be passed on to the Village Board at the June 18th meeting. The comments and the Village's responses will be included in the final version of this Annual Action Plan that is submitted to HUD.

7. Summary

During the FFY 2018 Annual Action Plan Year (October 1, 2018 - September 30, 2019), the Village of Arlington Heights will carry out a variety of programs and projects for the benefit of low and moderate income individuals and households.

The Village has received the following requests for CDBG grants. The draft allocations are shown below. This Annual Action Plan will be updated before submission to HUD to contain the actual allocation amounts:

Faith Community homes which provide family counseling, including financial counseling, to families enrolled in a 2-year program during which they develop plans and skills help them to become financially independent. Grant Request: $3,000. Draft Allocation: $2,500.

District 214 Education Foundation which provides beginning English as a Second Language classes. Grant Request: $1,500. Draft Allocation: $1,500

Northwest Center Against Sexual Assault which provides counseling and services to victims of sexual assault. Grant Request: $3,000. Draft Allocation: $2,500

Children's Advocacy Center which provides advocacy and counseling in circumstances of child sexual assault and severe physical abuse. Grant Request: $3,500. Draft Allocation: $2,500.

WINGS which provides housing and social services for battered and homeless women and their children. Grant Request: $15,000. Draft Allocation: $6,000.

Resources for Community Living which works with person with disabilities to locate and maintain housing in the community. Grant Request: $5,000. Draft Allocation: $5,000.

Escorted Transportation Service which provides transportation for frail seniors and persons with disabilities to doctor appointments. Grant Request: $3,750. Draft Allocation: $3,500

Suburban Primary Health Care Council which provides subsidized medical care for low/moderate income people. Grant Request: $7,253. Draft Allocation: $7,253.

Journeys The Road Home which provides homeless services. Grant Request: $10,000. Draft Allocation: $4,500.

Arlington Heights Park District Children at Play program which provides before and after school childcare for low/moderate income families. Grant Request: $30,000. Draft Allocation: $6,947.

Lifespan which provides legal services and counseling for victims of domestic violence. Grant Request: $5,000. Draft Allocation: $3,000.

Center for Enriched Living which provides services to persons with disabilities. Grant Request: $1,500. Draft Allocation: $0

Northwest Compass for costs related to providing housing counseling. Grant Request: $6,000. Draft Allocation: $0

Other Projects:

Single Family Rehabilitation Loan Program which provides 0% interest, deferred loans to low/moderate income homeowners for home repairs. Grant Request: $75,000.

Group Home and Transitional Housing Acquisition and Rehabilitation Program which provides funds for renovations to groups homes and transitional housing facilities/units. Grant Request: $68,000.

Public Infrastructure and Public Facilities benefit low/moderate income persons or improvements in census tracts. This Village has proposed several public infrastructure (street resurfacing in low/moderate income areas or ADA sidewalk improvements) and public facility projects (at the Senior Center and the north public garage), but other projects that meet CDBG eligibility regulations may also be funded by the Village once priorities are set. Funds will be used for either or both public infrastructure of public facilities projects with funding transferred as necessary between these two goals as required in accordable with priorities set by the Village. Grant Request: $200,000. Draft Allocation: $192,791.

Little City Foundation to be used to purchase a home to be used as a group home in Arlington Heights. Grant Request: $50,000. To be reviewed for possible funding under the Group Home and Transitional Housing Acquisition and Rehab Program.

Clearbrook to replace the HVAC system in a group home for persons with disabilities. Grant Request: $13,750. To be reviewed for possible funding under the Group Home and Transitional Housing Acquisition and Rehab Program.

Alexian Brothers Center for Mental Health to reroute the gutter system on an apartment building in order to alleviate water problems in the basement. Grant Request: $4,037. Draft Allocation: $4,037.

Administration:

Administration of the CDBG program. Grant Allocation: $65,000. Draft Allocation: $65,000

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ARLINGTON HEIGHTS	Department of Planning & Community Development

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Nora A. Boyer, Housing Planner

Village of Arlington Heights

Department of Planning & Community Development

33 S. Arlington Heights Road

Arlington Heights, IL 60005

(847) 368-5214 or nboyer@vah.com

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

On May 14, 2018, the Village held a public hearing to which CDBG grant applicants and members of the community were invited. The draft Annual Action Plan, which includes the CDBG budget, will be made available for a 30-day public comment period. A second public hearing was held on June 18, 2018. The public hearings and public comment period will be advertised in the local newspaper and mailings will be sent to all of the individuals and entities on the CDBG mailing list.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The Village of Arlington Heights has regular, on-going contact with the public and assisted housing providers and governmental health, mental health and service agencies. As part of the development of the 2018 Annual Action Plan, local agencies and organizations were invited to submit proposals for CDBG funds for eligible activities. The organizations that submitted applications were invited to give presentations concerning their requests at a public hearing held before the Village Board’s Committee of the Whole on May 14, 2018. The members of the Village's Housing Commission are regularly updated on housing development activity in the Village. Developers of new multi-family housing are required to explain how their proposals address the Village's affordable housing needs. The developers are also asked to include affordable housing in their developments or make payments in lieu of providing affordable units into the Village's Affordable Housing Trust Fund. Many agencies have receive funding for public services through the Village's CDBG program.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Village maintains communication with the Village’s main homeless assistance agencies, Journeys|The Road Home and WINGS Program, Inc. through is Planning and Community Development, Health & Human Services Department, and Police Department.

The Village keeps informed with respect to Continuum of Care activities through emails and minutes of AHAND (Association of Homeless Advocates in the North/Northwest District) which is a coordinating entity of the Alliance to End Homelessness in Suburban Cook County and operates in an area the includes Arlington Heights.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Village does not receive ESG funds.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	ARLINGTON HEIGHTS
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	All
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Department of Planning & Community Development has an ongoing dialogue with other departments of the Village with respect to community needs and services being provided by local non-profit agencies. Village departments and commissions are also involved in submitting grant applications.
2	**Agency/Group/Organization**	COOK COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	All
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village joined the Cook County HOME Consortium effective October 1, 2016. The Village will coordinate with Cook County on the submission of the 2018 Annual Action Plan. The Village is also working with Cook County on the proposed joint funding of a public facility project.
3	**Agency/Group/Organization**	HOUSING AUTHORITY OF COOK COUNTY (HACC)
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village continues to work with the Housing Authority of Cook County on the renovation of the Goedke Apartments in Arlington Heights. This renovation project was approved for $73,000 in FY 2015 CDBG funds. The project carried over to the 2016 program year. The Planning Department and Department of Building and Health Services have been engaged with the Housing Authority with respect to the project and communication between the Housing Authority and the Village has been heightened as a result of the work on this building within the Village boundaries.
4	**Agency/Group/Organization**	TOWNSHIP HIGH SCHOOL DISTRICT 214 COMMUNITY EDUCATION FOUNDATION
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The District 214 Education Foundation provides educational programs for community residents, some of which are targeted toward the needs of low and moderate-income residents. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. The District 214 Education Foundation has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.
5	**Agency/Group/Organization**	FAITH COMMUNITY HOMES
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Faith Community Homes is a non-profit agency that provides housing subsidies and mentoring (financial, educational, employment, etc.) for families with children that are at risk of homelessness The agency provided input into the Annual Action Plan by presenting its CDBG funding application. Faith Community Homes has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency is on-going.
6	**Agency/Group/Organization**	NORTHWEST CENTER AGAINST SEXUAL ASSAULT
	Agency/Group/Organization Type	Services - Victims
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Northwest Center Against Sexual Assault is a non-profit organization that provides specialized counseling, crisis intervention, and advocacy services for person who are victims of sexual assault. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. Northwest CASA has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.
7	**Agency/Group/Organization**	CHILDREN’S ADVOCACY CENTER
	Agency/Group/Organization Type	Services-Children Services - Victims
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Children's Advocacy Center provides direct client services for child victims of sexual assault, severe physical abuse, witnesses to domestic violence, and their families. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. The Children's Advocacy Center has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.

8	**Agency/Group/Organization**	WINGS PROGRAM, INC.
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Acton Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The WINGS Program, Inc. provides housing and wide variety of supportive services to victims of domestic violence and homelessness. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. WINGS Program, Inc. has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.
9	**Agency/Group/Organization**	RESOURCES FOR COMMUNITY LIVING
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Resources for Community Living assists persons with disabilities in securing and maintaining private housing. The agency provides a variety of services to assist its clients in maintaining private housing and to be integrated successfully in the community. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. Resources for Community Living has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.
10	**Agency/Group/Organization**	ESCORTED TRANSPORATION SERVICE - NORTHWEST
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	2018/2019 Annual Acton Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This non-profit agency provides seniors with transportation by volunteers to medical appointments. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. Escorted Transportation Northwest has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.
11	**Agency/Group/Organization**	SUBURBAN PRIMARY HEALTH CARE COUNCIL
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides subsidies for health care for low-income persons who are uninsured or are under insured. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. The Suburban Primary Health Care Council has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.

12	**Agency/Group/Organization**	JOURNEYS-THE ROAD HOME
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Journeys|The Road Home provides a wide variety of homeless and homeless prevention programs. The agency operates and emergency shelter program (PADS), the HOPE Center (homeless day center), and five transitional housing units through its Pathway Development Institute Housing Readiness Program. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. Journeys has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.
13	**Agency/Group/Organization**	ARLINGTON HEIGHTS PARK DISTRICT
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Arlington Heights Park District provides before and after school childcare for elementary school children at their own schools. Since the program was founded, the Village has provided CDBG subsidies for low and moderate-income families who use the program in order for the parents to maintain employment. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. The Park District has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.
14	**Agency/Group/Organization**	LIFE SPAN
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Life Span provides services to women who are survivors of domestic violence. The agency provided input into the Annual Action Plan by presenting its CDBG funding application. Life Span has been a subrecipient agency of the Village of Arlington Heights, and therefore, communication with this agency has been on-going.

15	**Agency/Group/Organization**	NORTHWEST COMPASS
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Compass provides emergency assistance, support, and assistance to low and moderate income person. They have an emphasis on serving youth and veterans experiencing or at risk of experiencing homelessness. The agency provided input into the Annual Action Plan by presenting its CDBG funding application.
16	**Agency/Group/Organization**	CENTER FOR ENRICHED LIVING
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Center for Enriched Living provides programs for persons with physical and developmental disabilities. The agency presented through a grant application. They were invited to present its grant application to the Village Trustees but were unable to attend the meeting.
17	**Agency/Group/Organization**	LITTLE CITY FOUNDATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Little City Foundation provides services for persons with developmental disabilities. The agency provided input into the Annual Action Plan by presenting its CDBG funding application.
18	**Agency/Group/Organization**	CLEARBROOK CENTER
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Clearbrook provides services for persons with disabilities. The agency operates group (CILA) homes in Arlington Heights. The agency provided input into the Annual Action Plan by presenting its CDBG funding application.
19	**Agency/Group/Organization**	ALEXIAN BROTHER CENTER FOR MENTAL HEALTH

	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	2018/2019 Annual Action Plan
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Alexian Brothers provides mental health services and housing for persons with disabilities in Arlington Heights. The agency presented through a grant application. They were invited to present its grant application to the Village Trustees but were unable to attend the meeting.

Identify any Agency Types not consulted and provide rationale for not consulting

The Village operates an open consultation process. The Village maintains a mailing list of persons and agencies that have expressed interest in participating in the Consolidated Plan/Annual Action Plan process. The mailing list contains approximately 80 persons and agencies. Notices concerning the availability of grant applications, the two public hearings, and the 30-day public comment period on the draft Annual Action Plan are mailed to the individuals and groups on the mailing list. Some of the individuals and groups participate in the process, including those identified above. Others choose not to participate in the consultation process. No individuals or agencies were intentionally not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Alliance to End Homelessness in Suburban Cook County	The goals of the Alliance to End Homelessness in Suburban Cook County address the homeless needs identified in the Strategic Plan.
Village of Arlington Heights Comprehensive Plan	Village of Arlington Heights	The Comprehensive Plan contains a section regarding housing. The goals of the Comprehensive Plan are consistent with the goals of the Consolidated Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Multi-Family Affordable Housing Toolkit	Village of Arlington Heights	The policies contained in this Toolkit explain the number of affordable housing units that the Village expects developers to provide in new or substantially modified for-sale residential developments. An option is provided whereby developers may pay a fee-in-lieu of providing affordable units. Funds collected are deposited in the Village's Affordable Housing Trust Fund to be used to maintain existing affordable housing units and create new affordable units.
Affordable Housing Rental Guidelines	Village of Arlington Heights	The policies contained in these Guidelines explain the number of affordable units that the Village expects developers to provide in new or substantially modified rental residential developments. An option is provided whereby developers may pay a fee-in-lieu of providing the affordable units. Funds collected are deposited in the Village's Affordable Housing Trust Fund to be used to maintain existing affordable units or create new affordable units.
Arlington Heights Affordable Housing Trust Fund	Village of Arlington Heights	The Village has created an Affordable Housing Trust Fund to be used to maintain and/or create affordable housing with an emphasis on creating permanently affordable housing.
Homes for a Changing Region	Chicago Metropolitan Planning Council	The Homes for a Changing Region report includes data on housing needs and includes recommendations for strategies for each of the member communities of the Northwest Suburban Housing Collaborative and the 5-community area as a whole. The goals in the Strategic Plan are consistent with the needs and strategies in the Homes for a Changing Region report.
Senior Housing Needs Assessment	Village of Arlington Heights	The Senior Housing Needs Assessment includes and analysis of senior housing needs in each of the 5 member communities of the Northwest Suburban Housing Collaborative and the 5-community area as a whole. The goals of the Strategic Plan are consistent with the needs and recommended strategies in the Senior Housing Needs Assessment.
Go to 2040	Chicago Metropolitan Planning Council	The goals of the Strategic Plan are consistent with the Go to 2040 Comprehensive Plan for the Chicago Metropolitan Area, particularly applicable is the Go to 2040 chapter concerning livable communities.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Planning for Progress	Cook County, IL	This is a strategic planning process which led to the development of the Cook County Consolidated Plan and Comprehensive Economic Development Strategy. The planning efforts included countywide and sub regional goals and plans for the future of housing and community and economic development throughout the Cook County.
Public Housing Plan	Housing Authority of Cook County	The Village reviewed the Housing Authority's Plan with respect to public housing in Arlington Heights. The Village's Strategic Plan supports the Housing Authority's plan to renovate and modernize the public housing building in Arlington Heights including increasing the number of accessible units.

Table 3 - Other local / regional / federal planning efforts

Narrative

The Village of Arlington Heights works closely and is in regular contact with the other CDBG entitlement communities in the northwest suburbs of Chicago. These communities consult with each other regarding common needs and resources and with respect to the implementation of their Consolidated Plans. These municipalities often provide CDBG funds to some of the same subrecipients. In 2016 and 2017, a plan was developed for the entitlement communities to jointly funds the renovation of a public facility at which services are provided to residents from all of the potential CDBG entitlement jurisdictions.

Since its founding in 2011, the Village of Arlington Heights has been the lead municipality for the Northwest Suburban Housing Collaborative (NWSHC). The NWSHC is a group of municipalities that was formed by an inter-governmental agreement to study and address common housing needs and issues in the 5-community area that includes the Village of Arlington Heights, Village of Buffalo Grove, Village of Mount Prospect, Village of Palatine, and City of Rolling Meadows. These 5 communities meet on a monthly basis and have received financial support from the Chicago Community Trust, area financial institutions, and Cook County. The group also receives technical support from the Metropolitan Mayors Caucus (MMC), the Metropolitan Planning Council (MPC), and the Chicago Metropolitan Agency for Planning (CMAP).

The Village works regularly with the government of Cook County. The Village participated in Cook County's strategic planning process "Planning for Progress" that led to the development of the Cook County Consolidated Plan and Comprehensive Economic Development Strategy. Beginning on October 1, 2016, the Village became a member of the Cook County HOME Consortium.

The Village of Arlington Heights works with the State of Illinois' housing finance agency, the Illinois Housing Development Authority (IHDA). The Village is a past recipient of Federal HOME funds for the operation of a first-time homebuyer program. The Village discontinued this program in 2006, but the Village continues to work with IHDA by referring residents to homebuyer and other programs that are offered directly by IHDA.

The Village has on-going communication with the Housing Authority of Cook County (HACC). Most recently, the HACC contacted the Village regarding its plans to undertake a $5 million renovation of the Albert Goedke House Apartments in Arlington Heights.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it affected goal-setting

With respect to the Annual Action Plan, the Village will hold two public hearings during the program year. A draft of the Annual Action Plan will be made available for public comment. The Village publishes notices regarding the public hearings and the availability of the draft Annual Action Plan for public comment. The Village also mails notices regarding the public hearings and the availability of the draft Annual Action Plan for public comment to the approximately 80 persons and agencies on the Village's Consolidated Plan mailing list. Input from grant applicants and the Village's other partners is impacts goal-setting by helping to identify priorities.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad, Mailing & Emails	Non-targeted/broad community	A newspaper ad was published concerning the availability of the 2018-2019 CDBG Grant Application and due date. Notices were also mailed to persons on the CDBG mailing list, and emails were sent to all applicants that applied for CDBG funds for the 2018 CDBG program year.	20 CDBG grant applications were received.	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad, Mailing & Emails	Non-targeted/broad community	A newspaper ad was published concerning the 2018 Annual Action Plan public hearing scheduled for May 14, 2018. Notices were also mailed to persons on the CDBG mailing list, and emails were sent to Program Year 2018 applicants for CDBG funds.	CDBG Application were presented. See minutes of the May 14, 2018 Committee of the Whole meeting when they are available.	None	
3	Newspaper Ad, Mailing, Emails and website announcement	Non-targeted/broad community	A newspaper ad was published concerning the 30-day public comment period for the 2018 Annual Action Plan. Notices were also mailed to persons on the CDBG mailing list.	See 2018 Annual Action Plan page AP-05, Section 5, Summary of Public Comments	None	vah.com

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad, Mailing, Emails and website announcement	Non-targeted/broad community	A newspaper ad was published concerning the 2018 Annual Action Plan public hearing scheduled for June 18, 2018. Notices were also mailed to persons on the CDBG mailing list.			vah.com

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The Village amount of the Village's FFY 2018 (Program year 2018 - 2019) CDBG entitlement allocation is $273,974. The expected amount available over the 5-year period of the Consolidated Plan is $250,000 per year in CDBG allocations plus $100,000 per year in program income for a total of $350,000 per year or $1,400,000 over the four-year period. During the time periods during which the Annual Action Plans are developed, the CDBG grant allocations for the year covered by the Annual Action Plan have often not been published yet by HUD. When the CDBG allocation is not known during the Development of the Annual Action Plan, the Village uses the prior year's grant amount as the estimate for the Annual Action Plan year. When the actual grant amount becomes known, the amounts allocated for public services are adjusted proportionally with the change in the actual grant amount, with the exception that no public service grant amount shall be below $1,500. With respect to construction projects, allocations for specifically identified projects are not changed, but allocations to programs that do not have specified addresses are adjusted proportionally so that the total budget equals total funds available.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	273,974	50,000	126,054	450,028	350,000	FFY 2018 is the fourth year of the Consolidated Plan. The amount of program income ($50,000) is estimated. For the remainder of the Con Plan, $350,000 is estimated for each year ($250,000 annual allocation + $100,000 carry over funds and program income).

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Village does not anticipate receiving any Federal funds that have matching requirements. CDBG funds will be used to leverage many sources of other funds. Sub-recipient agencies receiving CDBG funding frequently site receiving Village/CDBG support of their programs as beneficial to them when seeking other public and private funds. CDBG funds may also leverage other government funding from other federally funded programs such as the HOME program, State programs such as those administered by the Illinois Housing Development Authority (IHDA), other public housing funds, or funding from other public or private entities. The CDBG entitlement program has no matching requirements.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs

identified in the plan

At this time, no publically owned land or property located within the jurisdiction has been identified to address the needs identified in the plan.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homeowner Unit Preservation	2015	2019	Affordable Housing	Village of Arlington Heights, IL	Affordable Housing Other Special Housing/Non-Homeless Needs	CDBG Draft Allocation: $75,000	Homeowner Housing Rehabilitated: TBD
2	Rental Unit Preservation	2015	2019	Affordable Housing	Village of Arlington Heights, IL	Other Special Housing/Non-Homeless Needs Public Facilities	CDBG Draft Allocation: $4,037	Multi-Family Housing Rehabilitated: TBD
3	Homeless Services	2015	2019	Homeless	Village of Arlington Heights, IL	Homelessness	CDBG Draft Allocation: $10,500 (total)	Public service activities other than Low/Moderate Income Housing Benefit: TBD
4	Public Facilities without Low/Mod Housing Benefit	2015	2017	Non-Homeless Special Needs Non-Housing Community Development	Village of Arlington Heights, IL	Other Special Housing/Non-Homeless Needs Public Facilities	CDBG Draft Allocation: $68,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: TBD

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Public Services	2015	2019	Non-Housing Community Development	Village of Arlington Heights, IL	Public Service Needs	CDBG Draft Allocation: $35,200 (total) Public service allocations for homeless services are shown in #3 above.	Public service activities other than Low/Moderate Income Housing Benefit: TBD
6	Planning and Administration	2015	2019	Planning and Administration	Village of Arlington Heights, IL	Planning & Administration	CDBG Draft Allocation: $65,000	Other: 0 Other
7	Infrastructure	2015	2019	Non-Housing Community Development		Infrastructure	CDBG Draft Allocation: $192,791 Some funding may be redirected to Public Facilities as described in the grant application as project priorities are set.	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: TBD

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Homeowner Unit Preservation
	Goal Description	The Village proposes continued operation of its 0% interest, deferred loan program for the rehab of owner-occupied homes. Low and moderate-income homeowners receive loans for basic home repairs. The Village has offered this program since 1978. The Village may consider using a portion of the funds allocated to this program for a handyman program or program to provide improvements for safety and accessibility in the homes of senior citizens or persons with disabilities.
3	**Goal Name**	Homeless Services
	Goal Description	The Village has received grant application and will consider funding services in Program Year 2018 provided by Journeys|The Road Home and WINGS Program, Inc.
4	**Goal Name**	Public Facilities without Low/Mod Housing Benefit
	Goal Description	Funds may be used for the purchase and/or renovation of housing and facilities for special needs populations, Village-owned, and/or other eligible public facilities.
5	**Goal Name**	Public Services
	Goal Description	Public services will be funded that provided housing counseling, literacy education, sexual abuse counseling and advocacy, disabilities services, transportation, health care, domestic violence, child care, and/or other CDBG-eligible public services.
6	**Goal Name**	Planning and Administration
	Goal Description	NA
7	**Goal Name**	Infrastructure
	Goal Description	The Village will discuss allocating funds for public infrastructure projects that may include, but is not limited to, street repaving, sidewalk replacements, accessibility improvements to public buildings and infrastructure (such as sidewalks), etc. Funds may also or alternatively be redirected from Infrastructure to Public Facilities as described in the Village's Infrastructure and Public Facilities grant application when priorities are finalized.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Proposed Projects

#	Project Name
1	Faith Community Homes
2	District 214 Education Foundation
3	Northwest Center Against Sexual Assault - Northwest
4	Childrens Advocacy Center
5	WINGS
6	Resources for Community Living
7	Escorted Transportation Service - Northwest
8	Suburban Primary Health Care Council - Access to Care
9	Journeys The Road Home
10	Arlington Heights Park District - Children at Play
11	Lifespan
12	Center for Enriched Living
13	Northwest Compass
14	Little City Foundation
15	Clearbrook
16	Alexian Center for Mental Health
16	Single Family Rehabilitation Loan Program
17	Group Home and Transitional Housing Program
18	Public Infrastructure and Facilities
19	CDBG Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Faith Community Homes
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $3,000 Draft Allocation: $2,500
	Description	Faith Community Homes provides supportive housing services to low income working families with children living in Arlington Heights. They provide some limited financial help with rent, but the major part of their program is 2 years of mentoring designed to help families develop realistic budgets, goals, and actions. The objective of the program is to bring families to financial stability and independence.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	30 persons in families with children.
	Location Description	NA
	Planned Activities	Housing, financial counseling, and mentoring.
	Project Name	District 214 Education Foundation
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $1,500 Draft Allocation: $1,500
	Description	This program serves non-native speakers of English who can benefit from beginning lessons in English Language Acquisition (ELA). They receive classroom instruction at the Arlington Heights Memorial Library (AHML) every Thursday from 12:30 - 3:30 pm for 31 weeks. The program fills the gap for beginning ELA learners who are not advanced enough in their English skills for the other existing ELA programs offered at the AHML. The number of Arlington Heights residents to be assisted during the grant year is estimated at 30. CDBG funds are used for the salary costs of the instructor.

	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 30 persons will be assisted. These persons are presumed to be low income because they are in need of literacy services.
	Location Description	Class are offered at the Arlington Heights Memorial Library at 500 N. Dunton, Arlington Heights, IL
	Planned Activities	
3	**Project Name**	Northwest Center Against Sexual Assault - Northwest
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $3,000 Draft Allocation: $2,500
	Description	Northwest CASA is requested funds to support their specialized counseling, crisis intervention, and advocacy program for Arlington Heights residents who are victims of sexual abuse and sexual assault. The number of Arlington Heights residents expected to be assisted during the program year with Village CDBG funds is 47. CDBG funds are used for salary costs for direct client services to Arlington Heights low/moderate income residents.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	47 very low, low or moderate-income individuals.
	Location Description	415 W. Golf Rd., Unit 47, Arlington Heights, IL

	Planned Activities	Northwest CASA provides specialized counseling, crisis intervention, and advocacy programs for Arlington Heights residents who are victims of sexual abuse or sexual assault. Counseling is provided by specially trained maser's level therapists who have expertise in working with sexual assault victims of all ages. Crisis intervention is provided 24/7 through a hotline operated by volunteers and staff. Advocacy services are also provided 24/7 in emergency rooms at 7 area hospitals, and 24/7 criminal justice advocacy is provided in behalf of victims who are at the police station or whose cases are being adjudicated in court. CDBG funds are used for salary costs for direct client services to Arlington Heights low/moderate income residents.
4	**Project Name**	Childrens Advocacy Center
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs Public Facilities
	Funding	CDBG Request: $3,500 Draft Allocation: $2,500
	Description	The Children's Advocacy Center provides direct services for child victims of sexual assault and/or severe physical abuse, and witnesses to domestic violence, and their non-offending family members. CAC provides support and crisis intervention following reports of abuse or family violence, specialized child interviews, court advocacy, trauma focused counseling and support groups, and linkages to medical services. The number of Arlington Heights residents expected to be assisted during the program year is 50. CDBG funds are used to pay salary costs for direct client services to low/moderate income Arlington Heights residents. Additionally, a $20,000 CDBG grant from 2017-2018 for the renovation of the agency's main service center may be carried over and completed in the 2018-2019 program year.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	50 child victims of sexual assault or severe physical abuse and the main service center will be improved. These victims are presumed to be low income.
	Location Description	640 Illinois Blvd., Hoffman Estates, IL

	Planned Activities	The services provided include the Center's Coordination, Advocacy and Sensitive Interviewing Program (CASI), Family Support Services Program, and Safe From the Start Program. The CASI Program coordinates the abuse investigation and provides expert child interviews and access to medical exams, court advocacy, crisis intervention and on-going support groups for child survivors of abuse and their parents. Safe From the Start provides specialized assessments and counseling for young children (0 - 5) exposed to violence, and their families.
5	**Project Name**	WINGS
	Target Area	NA
	Goals Supported	Homeless Services
	Needs Addressed	Homelessness Public Service Needs
	Funding	CDBG Request: $15,000 Draft Allocation: $6,000
	Description	WINGS Safe House provides housing and supportive services to women and their children who are homeless due to domestic violence or other causes and women in transition other causes. CDBG funded shelter has included an emergency domestic violence shelter and transitional housing. Women in transitional and emergency shelter work on agreed-upon service plans that include moving to more permanent housing. The expected number of Arlington Heights beneficiaries during the program year is 10. CDBG funds are used to pay costs per night of service.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	10 Individuals who are expected to be low or very low income although they may have incomes up to the moderate level.
	Location Description	The location of the emergency domestic violence shelter is not publicly disclosed.
	Planned Activities	WINGS provides safe, decent housing to women who find themselves homeless due to domestic violence or other reasons. Through an array of housing ranging from emergency shelter through transitional housing, and permanent supportive housing, WINGS assists women based on their needs.
	Project Name	Resources for Community Living

6	**Target Area**	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $5,000 Draft Allocation: $5,000
	Description	Resources for Community Living offers affordable housing options and individualized support services for adults with developmental and/or physical disabilities. The purpose of the services is to allow persons with disabilities to live independently in homes or apartments throughout the community, reducing potential homelessness and unnecessary institutionalization. On April 28, 2016, RCL launched its Financial Independence Center, which will provide financial coaching services to disabled individuals and their families. The expected number of Arlington Heights beneficiaries during the program year is 6. CDBG funds are used for salary costs for direct service to Arlington Heights residents.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 6 low and very low-income individuals with disabilities will be assisted.
	Location Description	NA
	Planned Activities	Resources for Community Living assists people with developmental and/or physical disabilities to locate affordable housing (homes and apartments) in the community, rather than in institutionalized setting. The agency provides individualized support services such as instruction in money management, cooking, using public transportation, safety, vocations, community involvement, and other skills necessary for living on one's own.
7	**Project Name**	Escorted Transportation Service - Northwest
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $3,750 Draft Allocation: $3,500
	Description	Staff costs to operate a program that provides transportation for elderly and disabled to medical appointments.
	Target Date	9/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	It is expected that 170 elderly persons will be assisted who are presumed to be moderate income.
	Location Description	The agency location is in the Senior Center at 1801 W Central Rd., Arlington Heights, IL
	Planned Activities	ETS/NW provides reliable, volunteer-based transportation for the community's frail, elderly adults requiring assistance to their medical appointments. Passengers are picked up at their homes and driven to their appointment by a thorough screened and trained volunteer driver. The volunteer stays with the senior for the duration of the appointment, and then drives him/her home.
8	**Project Name**	Suburban Primary Health Care Council - Access to Care
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $7,253 Draft Allocation: $7,253
	Description	Access to Care enables low income, uninsured or under-insured residents of Arlington Heights to receive primary health care services, including physician office visits, prescription drugs, laboratory, and radiology services. Members are generally enrolled for a year and may re-enroll at the end of the year if they are still eligible. The goal of the Access to Care program is to enroll as many eligible clients as funding will allow in order to make primary care accessible and affordable. Enrollees pay $5 copays for primary care office visits as well as lab tests and x-rays. Prescriptions under the Access to Care program are $15, $30, or $40. A grant of $10,000 would fund 20 Arlington Heights residents. CDBG funds are used to pay enrollment fees for low/moderate income Arlington Heights residents.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 20 low to moderate income individuals will be assisted.
	Location Description	NA

	Planned Activities	Access to Care provides access to primary care to income-eligible enrollees. Covered services include office visits to a personal primary care physician, routine lab tests, x-rays, and prescription drugs. Services are provided by local physicians and other service providers who are under contract and paid by the Access to Care program at discounted rates. Clients pay nominal co-payments to providers for services including $5 for a physician office visit, $5 for lab or x-ray, and $15 - $40 for prescription drugs.
9	**Project Name**	Journeys The Road Home
	Target Area	NA
	Goals Supported	Homeless Services Public Services
	Needs Addressed	Homelessness Public Service Needs
	Funding	CDBG Request: $10,000 Draft Allocation: $4,500
	Description	Journeys|The Road Home services include an emergency shelter program, the HOPE Center for drop-in services such as case management, access to food pantry, clothing closet, health care, mental health counseling, vocational training and housing coordination. Clients who are housing-ready are provided with housing through the Pathway Housing Readiness Program. The purpose of these programs is to get homeless people off the street and prevent people from becoming homeless. The number of expected Arlington Heights beneficiaries during the program year is 55.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	55 individuals who are expected to be primarily low and extremely low income.
	Location Description	1140 E Northwest Highway, Palatine, IL
	Planned Activities	Homeless and homeless prevention services.
10	**Project Name**	Arlington Heights Park District - Children at Play
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs

	Funding	CDBG Request: $30,000 Draft Allocation: $6,947 with the balance of the request to be considered for funding under the Village's General Fund.
	Description	The CAP before and after school program provides a safe, recreational program at 10 elementary schools within Arlington Heights. It is a cooperative venture between the Arlington Heights Park District, School Districts 21, 25 and 59 and the Village of Arlington Heights. This recreational based program provides students in grades K-5 with the opportunity to participate at their school in a supervised program that provides a variety of activities centered around theme weeks including arts and craft, sports, large group games, homework/quiet time, passive games, snack and socialization with peers. The amount of assistance provided is determined by a sliding scale. The number of Arlington Heights children expected to benefit from this program is 20-30 depending on the plan they choose and level of subsidy. CDBG funds are used to pay the enrollment fees for children of low/moderate income Arlington Heights families.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 20-30 children from extremely low, low and moderate-income families will be assisted.
	Location Description	School District 214 elementary schools in Arlington Heights
	Planned Activities	The CAP program is a cooperative arrangement between the Arlington Height Park District, School Districts 25, 21, and 59, and the Village of Arlington Heights. This recreational based program provides grades K - 5 children with the opportunity to participate at their school in a supervised program that provides a variety of activities centered on theme weeks including arts and crafts, sports, large group games, homework/quiet time, passive games, snack, and socialization with peers. CDBG funding is used to subsidize the cost of the program for children of working, income-eligible parents.
11	**Project Name**	Life Span
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $5,000 Draft Allocation: $3,000

	Description	Lifespan provides legal and counseling services to victims of domestic violence and their children. The total number of Arlington Heights residents expected to be served during the year is 45.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	45 individuals who are presumed to be low income because they are in the presumed benefit category of abused spouses.
	Location Description	NA
	Planned Activities	Lifespan provides legal and counseling services to victims of domestic violence and their children. Arlington Heights clients will receive counseling for survivors, counseling for their children who have been exposed to domestic violence. Criminal court advocates work with clients and clients receive legal representation in order of protection law cases.
12	**Project Name**	Center for Enriched Living
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $1,500 Draft Allocation: $0
	Description	This agency serves people with intellectual and developmental disabilities.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	24 individuals who are presumed to be low income because they are in the presumed benefit category of disabled persons.
	Location Description	NA
	Planned Activities	A full range of day services to persons with intellectual and developmental disabilities. Funding has been requested to support the Healthy Lifestyles Initiative Program which is integrated into the structure of the agencies programs and focuses on Physical Health and Mental/Social Health Programs.

13	**Project Name**	Northwest Compass
	Target Area	NA
	Goals Supported	Public Services
	Needs Addressed	Public Service Needs
	Funding	CDBG Request: $6,000 Draft Allocation: $0
	Description	The agency is requesting funds for housing counseling and assistance.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	176 low/moderate-income individuals.
	Location Description	NA
	Planned Activities	Housing counseling assistance through case management, one-on-one assessments to assess the current crisis and needs, and education with respect to client options. There is an emphasis on assisting homeless youth and veterans.
14	**Project Name**	Little City Foundation
	Target Area	NA
	Goals Supported	Public Facilities without Low/Mod Housing Benefit
	Needs Addressed	Other Special Housing/Non-Homeless Needs
	Funding	CDBG Request: $50,000. Draft Allocation: To be considered for funding under program 16 below.
	Description	Little City Foundation is requesting $50,000 for part of the funding needed for Little City to purchase a home in Arlington Heights that will serve as the residence for 6 adults with intellectual and developmental disabilities. The home would provide for their daily needs as well as provide them with room, board and round-the-clock supervision and support for their daily needs provided by trained Little City staff. These CILA homes provide safe and secure environments for individuals with disabilities to live as independently as they are able while benefitting from living in a home with their peers.

	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	6 individuals with disabilities would live in the home.
	Location Description	NA
	Planned Activities	Acquisition of a residence in Arlington Heights to be used as a CILA group home.
15	**Project Name**	Clearbrook
	Target Area	NA
	Goals Supported	Public Facilities without Low/Mod Housing Benefit
	Needs Addressed	Other Special Housing/Non-Homeless Needs
	Funding	CDBG Request: $13,750 Draft Allocation: To be considered for funding under program #16 below.
	Description	Clearbrook is applying for funds to replace the HVAC system in a group home for persons with disabilities.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	8 individuals with disabilities.
	Location Description	In Arlington Heights but the street address is not specifically disclosed in this report for the safety and security of the residents.
	Planned Activities	Rehabilitation by replacing HVAC system.
16	**Project Name**	Alexian Brothers Center for Mental Health
	Target Area	NA
	Goals Supported	Rental Housing Preservation
	Needs Addressed	Other Special Housing/Non-Homeless Needs
	Funding	CDBG Request: $4,037 Draft Allocation: $4,037.
	Description	This program would make funds available for the physical improvements at an apartment building that provides housing and supportive services to persons with disabilities.
	Target Date	9/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	8 low/moderate income persons.
	Location Description	In Arlington Heights but the street address is not specifically disclosed in this report for the safety and security of the residents.
	Planned Activities	Renovation of an apartment building. Specifically, the gutters would be replaced in order to address the water issue in the basement.
17	**Project Name**	Single Family Rehabilitation Loan Program
	Target Area	Village of Arlington Heights
	Goals Supported	Homeowner Unit Preservation
	Needs Addressed	Affordable Housing
	Funding	CDBG Request: $75,000 Draft Allocation: $75,000
	Description	0% interest, deferred loans for home rehab. Village retains the option target or focus funds and set terms for funds provided to beneficiaries provided they are consistent with the federal CDBG program.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	4 households
	Location Description	Village-wide
	Planned Activities	Homeowner home rehab.
16	**Project Name**	Group Homes and Transitional Housing Acquisition and Rehabilitation Program
	Target Area	Village-Wide
	Goals Supported	Public Facilities without Low/Mod Housing Benefit
	Needs Addressed	Supportive and transitional
	Funding	CDBG Request: $68,000 Draft Allocation: $68,000
	Description	Grants or loans for the purchase and acquisition of supportive and/or transitional housing
	Target Date	9/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	3 homes
	Location Description	TBD
	Planned Activities	Grants or loans for the purchase and acquisition of supportive and/or transitional housing
19	**Project Name**	Public Infrastructure and Facilities Program
	Target Area	Village-wide
	Goals Supported	Infrastructure and Public Facilities
	Needs Addressed	Infrastructure and Public Facilities
	Funding	CDBG Request: $200,000 Draft Allocation: $191,791
	Description	Improvements to public infrastructure and public facilities
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	Village-wide
	Planned Activities	Improvements to public infrastructure and public facilities
20	**Project Name**	CDBG Administration
	Target Area	NA
	Goals Supported	Planning and Administration
	Needs Addressed	Planning & Administration
	Funding	CDBG Request: $65,000 Draft Allocation: $65,000
	Description	Administrative costs for the CDBG program.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Village of Arlington Heights is not allocating investments geographically.

Geographic Distribution

Target Area	Percentage of Funds
Village of Arlington Heights, IL	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Specific locations for projects are shown in this Annual Action Plan if known at the time the Annual Action Plan is submitted except for specific addresses of residences being assisted with CDBG funds. These street addresses are provided to HUD but are not published in the Plan in order to protect the safety and security of the residents. Some location projects will be identified during the program year such as locations of homes under the Single Family Rehabilitation Loan Program, Group Home and Transitional Housing Acquisition and Rehabilitation Program and the Infrastructure/Public Facilities Program.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Below are actions the Village intends to take during the program year.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The primary obstacle to addressing underserved needs is insufficient funding. The Village will seek funding from other sources and will support service providers in seeking funding from other sources. The Village has policies seeking to include affordable units in multi-family developments. The impacts of the land uses, zoning requirements, etc. are evaluated on a case-by-case basis when seeking to include the affordable units.

Discussion

The Village staff and commissions will continue to monitor an evaluate barriers to affordable housing in Arlington Heights.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Below are actions the Village intends to take during the program year.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to addressing underserved needs is insufficient funding. The Village will seek funding from other sources and will support service providers in seeking funding from other sources.

Actions planned to foster and maintain affordable housing

During the program year, the Village will take the following actions to foster and maintain affordable housing, to remove barriers to affordable housing, and to encourage public housing improvements and resident initiatives:

Professionals in the Department of Planning and Community Development will continue to research and investigate alternative sources of funding to replace dwindling State and Federal funds for housing assistance and other affordable housing programs. The Housing Planner will track housing initiatives at these levels through contact with HUD and through professional organizations and planning offices.

The Village will continue to promote and enforce the goals and policies from the Comprehensive Plan relating to preserving the existing housing stock, encouraging a wide variety of housing types within the Village, utilizing good housing redevelopment concepts, maintaining a good housing balance, preventing housing deterioration, and providing housing for the young, single, and elderly.

Code enforcement will continue to uncover unsafe and unsanitary conditions. The Single Family Rehabilitation Program will be available to income-eligible individuals to improve their properties.

The Village will continue to implement its inclusionary zoning policies, as contained in the Multi-Family Affordable Housing Toolkit and Affordable Rental Housing Guidelines, intended to result in affordable units in new construction residential projects.

During the program year, the Village will take the following actions to foster and maintain affordable housing, to remove barriers to affordable housing, and to encourage public housing improvements and resident initiatives:

Professionals in the Department of Planning and Community Development will continue to research and investigate alternative sources of funding to replace dwindling State and Federal funds for housing assistance and other affordable housing programs. The Housing Planner will track housing initiatives at these levels through contact with HUD and through professional organizations and planning offices.

The Village will continue to promote and enforce the goals and policies from the Comprehensive Plan relating to preserving the existing housing stock, encouraging a wide variety of housing types within the Village, utilizing good housing redevelopment concepts, maintaining a good housing balance, preventing housing deterioration, and providing housing for the young, single, and elderly.

Code enforcement will continue to uncover unsafe and unsanitary conditions. The Single Family Rehabilitation Program will be available to income-eligible individuals to improve their properties.

The Village will continue to implement its inclusionary zoning policies, as contained in the Multi-Family Affordable Housing Toolkit and Affordable Rental Housing Guidelines, intended to result in affordable units in new construction residential projects.

The Housing Commission will continue to promote a balanced housing stock including affordable housing for persons with low to moderate incomes.

The Department of Building and Health Services will work throughout the community, including at the Backstretch at Arlington Park, to improve housing and living environments.

No units are expected to be lost form the federally assisted housing inventory in Arlington Heights.

Actions planned to reduce lead-based paint hazards

The Village is aware of the health risks, especially to children, that exist in its older homes due to the presence of lead-based paint. The Village will continue to provide information and blood lead based paint testing services to Village residents. When persons are identified as having elevated blood levels, the appropriate County and State agencies will be notified, and these persons will be referred for appropriate services.

The Village complies with HUD's lead-based paint regulations with respect to the Village's housing rehabilitation programs. The required notifications, lead-hazard testing, and lead hazard treatment protocols are followed.

Actions planned to reduce the number of poverty-level families

The Village will continue to coordinate efforts to assist households with incomes below the poverty line with other agencies providing services to this population.

Actions planned to develop institutional structure

Actions the Village will take to develop institutional structure includes:

The Village will continue to address affordable housing and other community needs within the area by coordinating its efforts with private and non-profit agencies and organizations. The Village will also work with regional planning groups such as Metropolis 2020, the Metropolitan Mayors Caucus, the Chicago Metropolitan Agency for Planning, the Metropolitan Planning Council (MPC), etc.

Actions planned to enhance coordination between public and private housing and social service agencies

The Village will enhance coordination between public and private housing and social service agencies through the citizen participation plan that encourages all interested parties to share in the Consolidated Planning process. The Village will continue to work with non-profit service providers, other private institutions, public housing and assisted housing providers, and community organizations to discuss community needs and opportunities. The Village will also continue to work with and coordinate the provision of services with Elk Grove and Wheeling Townships, Northwest Housing Partnership, and other Northwest Chicago Suburbs.

Discussion

The Village recognizes that enhancing institutional structure provides efficiencies in service that are of benefit to its residents. The various departments of the Village seek to maximize coordination with public and private housing and service providers to meet the needs in the community.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The Village of Arlington Heights is an entitlement jurisdiction for the CDBG program. As such, information is provided below concerning program specific requirements for the CDBG program.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:	☐ Preapplication ☒ Application ☐ Changed/Corrected Application
* 2. Type of Application:	☒ New ☐ Continuation ☐ Revision
* If Revision, select appropriate letter(s):	
* Other (Specify):	
* 3. Date Received:	
4. Applicant Identifier:	
5a. Federal Entity Identifier:	
5b. Federal Award Identifier:	

State Use Only:

6. Date Received by State:	
7. State Application Identifier:	

8. APPLICANT INFORMATION:

* a. Legal Name:	Village of Arlington Heights, IL
* b. Employer/Taxpayer Identification Number (EIN/TIN):	36-6005774
* c. Organizational DUNS:	0723186249000

d. Address:

* Street1:	33 S Arlington Heights Road
Street2:	
* City:	Arlington Heights
County/Parish:	
* State:	IL: Illinois
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	60005-1499

e. Organizational Unit:

Department Name:	
Division Name:	

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	
* First Name:	Nora
Middle Name:	
* Last Name:	Boyer
Suffix:	
Title:	Housing Planner
Organizational Affiliation:	
* Telephone Number:	847-368-5214
Fax Number:	
* Email:	nboyer@vah.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

NA

* Title:

Community Development Block Grant - Entitlement Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

See 2018 Annual Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 6 8 10

* b. Program/Project: 6 8 10

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2018

* b. End Date: 09/30/2019

18. Estimated Funding ($):

* a. Federal	273,974.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	126,054.00
* f. Program Income	50,000.00
* g. TOTAL	450,028.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

* First Name: Randall

Middle Name:

* Last Name: Recklaus

Suffix:

* Title: Village Manager

* Telephone Number: 847-368-5100

Fax Number:

* Email: rrecklaus@vah.com

* Signature of Authorized Representative:

* Date Signed:

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official　　　　Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) ______________________________ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

____________________________ ____________

Signature of Authorized Official Date

____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

______________________________ ________
Signature of Authorized Official Date

____
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

______________________________ ______________
Signature of Authorized Official Date

____
Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

______________________________ ______________

Signature of Authorized Official Date

____

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

______________________________ ______________

Signature of Authorized Official Date

____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Village Manager
APPLICANT ORGANIZATION Village of Arlington Heights, IL	DATE SUBMITTED

PUBLIC NOTICE RELEASE OF COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS PROGRAM YEAR 2018-2019

The Village of Arlington Heights is undertaking the preparation of its 2018-2019 HUD Annual Action Plan. The 2018-2019 Annual Action Plan describes how the Village will use its Federal FY 2018 Community Development Block Grant (CDBG) funds during the fiscal and program year of October 1, 2018–September 30, 2019. Other housing and community development activities to be undertaken by the Village, that are principally for the benefit of low and moderate income residents, will also be described in the Annual Action Plan.

The Village has released its CDBG Application form for projects to be funded from October 1, 2018–September 30, 2019. Grant applications must be submitted on forms provided by the Village and are due on or before 5:00 p.m., April 13, 2018.

CDBG Application forms may be obtained by contacting the Village at: Village of Arlington Heights, Department of Planning & Community Development, 33 S. Arlington Heights Road, Arlington Heights, IL 60005, (847) 368-5200, TYY (847) 368-5794, or nboyer@vah.com. An electronic version of the application form is available. The form and instructions are also available on the Village's website at www.vah.com.

Published in Daily Herald March 7, 2018 (4494955)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt.Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published March 7, 2018 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Authorized Agent

Control # 4494955

Federal FY 2018 Annual Action Plan - Public Hearing

The Village of Arlington Heights is in the process of developing its Federal Fiscal Year 2018 Annual Action Plan. The Annual Action Plan will be incorporated into the Cook County 5 year Consolidated Plan that identifies the overall housing and community development needs of the County including the Village, outlines available programs and resources, and establishes a strategy for prioritizing and addressing these needs. The primary focus is the needs of low- and moderate-income residents. The Federal Fiscal Year 2018 Annual Action Plan, for program year from October 1, 2018 – September 30, 2019, explains how the Village will address the specific need of its community and how it will utilize its Federal Community Development Block Grant (CDBG) allocation for the fiscal year.

The Federal resources expected to be received during the 1-year period of the Annual Action Plan are shown below:

Estimated Federal FY 2018 CDBG Entitlement Grant:	$250,000
Estimated Prior Year's CDBG Carry Over Funds:	$ 90,000
Anticipated CDBG Program Income:	$ 50,000
Total Estimated CDBG Funds Available:	$390,000

The estimates above may be adjusted prior to the public hearing as additional information becomes available concerning current year expenditures and program income.

A PUBLIC HEARING WILL BE HELD CONCERNING THE 2018 ANNUAL ACTION PLAN:

Date: Monday, May 14, 2018

Time: 7:30 p.m.

Place: Board Room, Municipal Building, 33 S. Arlington Heights Rd., Arlington Heights, IL

The funds available are expected to fund a range of activities including the provision of decent housing and suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.

The Village does not anticipate the displacement of any persons as the result of any activities presented in its Federal 2018 Annual Action Plan. If any displacement does occur, the Village will comply with all federal laws and regulations concerning assistance to displaced persons. The Arlington Heights Department of Planning and Community Development will respond to any problems associated with displacement in the Village. The Village anticipates that all of the activities funded will benefit very low, low and moderate income persons as defined by HUD.

For more information, contact Nora Boyer, Housing Planner, at (847) 368-5214 or nboyer@vah.com. Village Hall is wheelchair accessible. Provisions will be arranged for any non-English speaking persons or individuals with disabilities who wish to attend. If non-English speaking persons wish to participate in the public hearing, and if a request for assistance is made at least 5 working days before the public hearing, the Village of Arlington Heights will arrange for translation. With notice, the Village will arrange to have a sign language interpreter present or a real time captionist available for the hearing impaired. Should you need an auxiliary aid or service, such as a sign language interpreter or materials in alternate formats, please contact David Robb, Disability Services Coordinator at (847) 368-5793 or (847) 368-5794 (TTY). Requests for accommodations should be made as soon as possible.

Published in Daily Herald April 28, 2018 (4499084)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, North Aurora, Bannockburn, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Crystal Lake, Deerfield, Deer Park, Des Plaines, Elburn, East Dundee, Elgin, South Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Franklin Park, Geneva, Gilberts, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Highland Park, Highwood, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Bluff, Lake Forest, Lake in the Hills, Lake Villa, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Melrose Park, Montgomery, Morton Grove, Mt.Prospect, Mundelein, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Riverwoods, Rolling Meadows, Rosemont, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake Park, Schaumburg, Schiller Park, Sleepy Hollow, St. Charles, Streamwood, Sugar Grove, Third Lake, Tower Lakes, Vernon Hills, Volo, Wadsworth, Wauconda, Waukegan, West Dundee, Wheeling, Wildwood, Wilmette

County(ies) of Cook, Kane, Lake, McHenry

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published April 28, 2018 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Authorized Agent

Control # 4499084

RECEIVED
MAY 07 2018
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

PUBLIC NOTICE
Correction

To: The Citizens of Arlington Heights
Subject: 2018 Annual Action Plan including the CDBG Budget
30-Day Public Comment Period

On May 16, 2018, the Village of Arlington Heights will make available for public comment a DRAFT of its federal fiscal year 2018 Annual Action Plan. The Annual Action Plan contains a description of the Village's plans for addressing the housing and community development needs in the Village during the fiscal year. The Annual Action Plan contains the amount of assistance expected to be received and the range of activities that may be undertaken. Any activities to be funded by the Village of Arlington Heights through HOME, CDBG, ESG, HOPWA, Public Housing Comprehensive Grant or other HUD programs are described therein. The Village anticipates that all federal funds will be used to benefit low and moderate-income residents of Arlington Heights, and the activities will not result in the displacement of any Arlington Heights residents.
Persons interested in receiving a copy of the DRAFT of the Annual Action Plan, may telephone or pick up a copy during regular business hours at:

Village of Arlington Heights
Department of Planning and Community Development
33 S. Arlington Heights Road, Arlington Heights, IL 60005
Telephone: (847) 368-5200 TYY: (847) 368-5794

The DRAFT Annual Action Plan will also be available for review on the Village's website www.vah.com and at the following locations:

Arlington Heights Memorial Public Library
500 N. Dunton Avenue, Arlington Heights, IL 60004
Telephone: (847) 392-0100

Wheeling Township Office
1616 N. Arlington Heights Road, Arlington Heights, IL 60004, Telephone: (847) 259-7730

Village Hall is wheelchair accessible. Should you need an auxiliary aid or service, such as a sign language interpreter or materials in alternate formats, please contact David Robb, Disability Services Coordinator at (847) 368-5793 or (847) 368-5794 (TTY). Requests for accommodations should be made as soon as possible.
The Department of Planning and Community Development staff will be available to accept written or verbal comments during regular business hours at Village Hall: 33 S. Arlington Heights Rd., Arlington Heights, IL 60005, (847) 368-5214. Written comments may be mailed to the Village at: 33 S. Arlington Heights Rd., Arlington Heights, IL 60005 or sent by email to nboyer@vah.com or by fax to (847) 368-5988. This public comment period expires at 5:00 p.m. on June 17, 2018 (corrected date).

Published in Daily Herald May 17, 2018 (4500619)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights and has been circulated daily in the Village(s) of:
Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates,Inverness, Melrose Park,Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg,Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

County(ies) of Cook
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Northwest Suburbs DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published May 17, 2018
in said Northwest Suburbs DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Designee of the Publisher and Officer of the Daily Herald

Control # 4500619

RECEIVED
MAY 22 2018
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF PUBLIC HEARING

TO: The Citizens of Arlington Heights

SUBJECT: Public Hearing – Federal Fiscal Year 2018 Annual Action Plan including the Community Development Block Grant (CDBG) Budget

The Village of Arlington Heights is in the process of developing its Federal Fiscal Year 2018 Annual Action Plan for the program year October 1, 2018 – September 30, 2019. The 2018 Annual Action Plan explains how the Village will address the housing and community development needs of the Village's low and moderate income residents, and specifically, how the Village will utilize its Federal Community Development Block Grant (CDBG) allocation during the fiscal year.

The Village is seeking resident input and involvement in the development of the 2018 Annual Action Plan. For this purpose, a public hearing is scheduled for the date and time indicated below. The draft 2018 Annual Action Plan is available in electronic or printed form upon request and is available on the Village's website.

For more information or to request an electronic or printed copy, contact Nora Boyer, Housing Planner at (847) 368-5214 or nboyer@vah.com.

A PUBLIC HEARING WILL BE HELD CONCERNING THE 2018 ANNUAL ACTION PLAN:

Date: Monday, June 18, 2018

Time: 8:00 p.m.

Place: Board Room, Municipal Building, 33 S. Arlington Heights Rd., Arlington Heights, IL

Village Hall is wheelchair accessible. Provisions will be arranged for any non-English speaking persons or individuals with disabilities who wish to attend. If non-English speaking persons wish to participate in the public hearing, and if a request for assistance is made at least 5 working days before the public hearing, the Village of Arlington Heights will arrange for translation. With notice, the Village will arrange to have a sign language interpreter present or a real time captionist available for the hearing impaired. Should you need an auxiliary aid or service, such as a sign language interpreter or materials in alternate formats, please contact David Robb, Disability Services Coordinator at (847) 368-5793 or (847) 368-5794 (TTY). Requests for accommodations should be made as soon as possible.

Published in Daily Herald May 29, 2018 (4501354)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights and has been circulated daily in the Village(s) of:

Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates, Inverness, Melrose Park, Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

County(ies) of Cook

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Northwest Suburbs DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published May 29, 2018 in said Northwest Suburbs DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Designee of the Publisher and Officer of the Daily Herald

Control # 4501354

RECEIVED
JUN 05 2018
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

CDBG Mailing List (June 2018)

Below is the Village's current (6/2018) CDBG mailing list. Notices of the release of grant applications, public hearings, and other announcements are direct mailed to these agencies and individuals. The majority of the entities on the mailing list serve or represent low and moderate income persons and receive the information for their own use and to share with their constituencies. In many cases, the notices are sent to several people at the agencies in order to ensure that the individuals at the agencies are fully informed. The total number of notices mailed as per this list is 79. Persons or agencies may request to be included on the mailing list at any time.

<u>Non-profit Agencies and Individuals</u>
Alexian Center for Mental Health
Arlington Park
Avenues for Independence
Barrington Career Center
Catholic Charities
Cedar Village of Arlington Heights
Chicago Cook Workforce Partnership
The Center of Concern
The Center for Enriched Living
The Center: Resources for Training and Learning
Children's Advocacy Center
Clearbrook
Cross and Crown Community Church
District 214 Education Foundation
Escorted Transportation Service - Northwest
Faith Community Homes
Fellowship Housing Corporation
Friends of Children in Therapy
Glenkirk
Girl Scouts – Illinois Crossroads Council
Goedke Apartments
Hands On Suburban Chicago
The Harbour
HOPE Fair Housing Center
Housing Opportunity Development Corporation
Illinois Hunger Coalition
Journeys|The Road Home
Life Span
Linden Place
Little City Foundation
Lutheran Home and Services
National Alliance for the Mentally Ill
Northwest Center Against Sexual Assault

Northwest Compass
Northwest Housing Partnership
Rebuilding Together
Resources for Community Living
Salvation Army
Shelter, Inc.
Special Leisure Services Foundation
Suburban Primary Health Care Council
Wheeling Township
WINGS Program, Inc.
5 Individuals

Public Entities
Arlington Economic Alliance
Arlington Heights Historical Museum
Arlington Heights Senior Center
Arlington Heights Housing Commission
Arlington Heights Senior Citizens Commission
Arlington Heights Commission for Citizens with Disabilities
Arlington Heights Youth Commission
Cook County Clerk
Cook County Planning Department
Cook County Housing Authority
Arlington Heights Memorial Library
Arlington Heights Park District
Arlington Heights Park District Children at Play Program
Elk Grove Township
Office of the Governor

MINUTES
President and Board of Trustees
Village of Arlington Heights
Committee-of-the-Whole
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
May 14, 2018
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

IIIROLL CALL

President Hayes and the following Trustees were present: Glasgow, LaBedz, Rosenberg, Sidor and Blackwood.

Trustees Tingalia, Scaletta and Baldino were absent.

Also present were: Randy Recklaus, Charles Perkins, Nora Boyer and Becky Hume

IV.NEW BUSINESS

A. Federal FFY 2018 Annual Action Plan/CDBG Budget

President Hayes said the Village does its best with the limited funding available to help those who are hurting. He thanked all the organizations for their good work. The Village relies on the services these agencies provide. Very small amounts are given to each group, but small amounts help.

Mr. Perkins said this is the first Public Hearing for the CDBG budget. There are 20 requests for $570,000 and the Village can fund $450,000. After the Public Hearing, staff will make a recommendation and a 30-day public comment period will occur. After the final Public Hearing in June, staff will submit the Annual Action Plan to HUD for formal review and approval.

Charles Warner of Faith Community Homes said they try to strengthen low income families by offering rent support, mentoring and case management. Their goal is to increase their incomes and help families get more education and training. Eighty-five percent of families move to independence and meet their expenses. Right now, there is an influx of new families. Some people are being priced out of the Village.

Rhoda Serafin said Karen Oswald is replacing her as manager of Adult Education & Family Literacy for District 214 as Ms. Serafin is retiring. ESL is a program that helps new residents to learn English and digital literacy skills. They share costs with the Illinois College Board. Trustee LaBedz asked how many students were accommodated. Ms. Serafin said approximately 25 students each session.

Jim Huenink of the Northwest Center Against Sexual Assault (CASA) said they provide counseling services. Twenty five percent of their clients are under 18 and over 30% are Hispanic. Ninety one percent of clients reported measured improvements after 6 sessions. CASA responds to all hospitals in the area 24/7, there are over 200 calls a year. President Hayes asked if the numbers of incidents were increasing. Mr. Huenink said reporting of sexual assaults has increased and more survivors are seeking help. Trustee Sidor asked if there was a maximum number of sessions allowed and if they tracked return clients. Mr. Huenink said there are no limits to services. People can come back if they wish but they do not specifically tally return clients.

Mark Parr of the Children's Advocacy Center said they serve children who are survivors of violence or abuse. The agency identifies a comprehensive plan for the child's safety with counselors, medical providers and police investigators. They served 780 children in the past year, 58 of whom were from Arlington Heights.

Gabriela Arias of WINGS said they served 351 adults and children last year. Eighty five percent of their clients move forward to secure permanent housing. Recently WINGS streamlined their internal organization staffing. Nineteen Arlington Heights residents were provided over 1,000 nights of shelter. When asked by Trustee Rosenberg how many nights is an average stay is, Ms. Arias said she would report that information back to the Board. Clients can stay in an emergency shelter up to 3 months.

Fred Stupen said Resources for Community Living works with high functioning adults with disabilities. RCL offers housing and individualized support. Many clients are those whose family has passed away and need to learn to live on their own. Financial education is a new initiative.

Anne Wall of ETS/Northwest said their organization escorts seniors to their medical appointments. The average passenger is 85 years old. They have 100 volunteers who use their personal cars; many are not reimbursed for gas. ETS does not turn people away if they are unable to pay. Last year, 170 passengers were from Arlington Heights. They have seen a 15% increase in demand.

Kimberly Mertz of Suburban Primary Health Care said 1 in 10 residents of Cook County does not have access to healthcare. SPHC helps low-income people who are under/uninsured receive healthcare. They now offer behavior health services. Last year they served 5,000 people, 77 of whom were from Arlington Heights.

Suzanne Ploger of Journeys said they shelter and provide social services for the homeless and those at risk of becoming homeless. Last year, they served just under 1,000 people. The summer PADS program has expanded to 5 nights. Thirty-nine hundred people are in poverty in State House District 53, which covers most of the Village of Arlington Heights. They are seeing increases in the number of services people need, but not the number of homeless. Trustee Blackwood asked where the Summer PADS programs are hosted. Answer: Willow Creek, Kingswood, Church of the Incarnation, Lutheran Church of the Good Shepard and St. Collette's.

Katie Waszak of Arlington Heights Park District/CAP said their program provides safe and low cost care for children before and after school. Currently, there are 1,128 families enrolled, the highest number ever. They have expanded to Pioneer Park to help with the volume of students. The money from the Village enables scholarships for families unable to afford these services. Nineteen children from kindergarten through 5th grade had scholarships last year.

Amy Fox of Life Span said their agency helps people who have experienced domestic violence. They combine legal representation, counseling and criminal court advocacy to ensure long-term safety. Their professional staff includes 12 attorneys. Life Span also presents programs at local schools.

Ms. Boyer spoke on behalf of the Center for Enriched Living, which provides services to people with intellectual and developmental disabilities. They serve 24 Village residents.

Sonia Ivanov of Northwest Compass said their agency provides housing and counseling to low and moderate income residents in crisis. One hundred and seventy-six Village residents receive services. Many veterans are clients. President Hayes asked for more clarity on the veterans served. Ms. Ivanov said veterans must be honorably discharged to receive housing, but all veterans are able to receive services. Trustee Rosenberg requested a copy of the program expenses. Half of their clients are from Arlington Heights.

Jason Clark of Little City asked for financial assistance as they hope to move a group home to Arlington Heights.

Don Frick of Clearbrook said they would like to replace a furnace and a/c system in one of their group homes. The project would include pulling out the existing furnace, redoing the duct work and installing a high efficiency furnace.

Ms. Boyer said Alexian Brothers Center for Mental Health owns a small apartment building in the Village that is experiencing water issues in the basement and they would like funds to help resolve them.

Mark Hellner, Housing Commissioner, said the Commission is requesting money for the Single Family Home Loan Program and the group homes/transitional housing in the Village. The Commission voted in favor of the Clearbrook and Little City requests. There are fewer applications for the Loan Program than in years past but it is still a worthwhile program. They would like to assist in financing the overhead sewer program for those requesting assistance.

Mr. Perkins said HUD restricts the funding between Public Service Activities, Administrative Services, Brick & Mortar Projects and Low/Moderate Income Benefit. For the past twenty years, the Village used the public infrastructure money to fund the debt service for the Senior Center. Now that the money is freed up, staff suggests public infrastructure improvements, which could include street resurfacing with ADA accessibility, upgrades and repairs to the Senior Center and ADA accessibility for the Downtown parking garage. These potential projects would be internally prioritized prior to adoption of the Annual Action Plan.

Mr. Perkins said the last request is to use funding for the Housing Planner position and other administrative costs incurred with administering the CDBG project.

Trustee Rosenberg asked if there are streets identified. Mr. Perkins said yes, they have been identified by Engineering. The Senior Center has requested a video security system, flooring and tuck pointing.

President Hayes asked how streets qualified. Ms. Boyer said streets in Arlington Heights are eligible if the population in the block group has 36.9% who are of low or moderate income.

Mr. Perkins said there are caps that the Village must abide by. HUD would like grants of $5,000 or more and fewer numbers of awardees. Staff recommends continuing to fund organizations who have received funding in the past and meet the requirements. There is more money for bricks and mortar projects than for services. Staff also recommends expanding the Single Family Rehab program and using the balance for public infrastructure. The third category is capped at $65,000.

The Second Public Hearing will occur at the Village Board meeting of June 18, 2018.

Trustee Glasgow moved to make the Federal FY 2018 Annual Action Plan (including the draft CDBG budget) available for the 30-day public comment period. Trustee LaBedz seconded the motion. The motion carried.

V. OTHER BUSINESS

VI.ADJOURNMENT

Trustee LaBedz moved to adjourn at 8:55 p.m. Trustee Rosenberg seconded the motion. The motion carried.

2018 Annual Action Plan
Draft Community Development Block Grant (CDBG) Budget

	Revenue	
	FFY 2018 CDBG Entitlement Allocation	$273,974
	Carry over unexpended funds from prior years	$126,054
	Anticipated program income	$50,000
	Total Revenue	**$450,028**
	Draft Allocations	
	Public Services (2018-2019 maximum $45,200)	
1	Faith Community Homes – Housing Mentoring and Support for Low Income Families	$2,500
2	District 214 Education Foundation – Beginning English as a Second Language Instruction	$1,500
3	NW Center Against Sexual Assault – Sexual Assault Intervention Program	$2,500
4	Children's Advocacy Center – Child Abuse Services	$2,500
5	WINGS Program, Inc. – Homeless Shelter	$6,000
6	Resources for Community Living – Affordable Housing options and support services	$5,000
7	Escorted Transportation Service/Northwest – Escorted Transportation	$3,500
8	Suburban Primary Health Care Council – Access to Care	$7,253
9	Journeys|The Road Home – Homeless Services	$4,500
10	Arlington Heights Park District – Children at Play Program	$6,947
11	Life Span – Services to Victims of Domestic Violence and Sexual Assault	$3,000
12	Center for Enriched Living – Healthy Lifestyles Initiative Program	$0
13	Northwest Compass – Housing Counseling and Assistance	$0
		$45,200
	Construction/Econ. Development (2018-2019 maximum $339,828)	
14	Little City Foundation (Grant Request was for $50,000 as partial funding for a new group home (CILA) in Arlington Heights)	Request to be considered for funding under in #18 below
15	Clearbrook (Grant Request was for $13,770 for a new furnace and air conditioning system at a group home (CILA) in Arlington Heights)	Request to be considered for funding under in #18 below
16	Alexian Brothers Center for Mental Health – Apartment Bldg Gutter/Downspout Replacement	$4,037
17	Village of Arlington Heights - Single Family Rehabilitation Loan Program	$75,000
18	Village of Arlington Heights - Group Home Acquisition and Rehab Program	$68,000
19	Village of Arlington Heights - Public Infrastructure and Public Facilities	$192,791
		$339,828
	Administrative Costs (2018=2019 maximum $65,000)	
20	Village of Arlington Heights – CDBG Program Administrative Costs	$65,000
	Total Draft Allocations	**$450,028**

Item: Report of the Committee-of-the-Whole Meeting of June 18, 2018-Interview of Jim Bertucci

Department: Village Manager's Office

Report of the Committee-of-the-Whole Meeting of June 18, 2018

Interview of Jim Bertucci for Appointment to the PAM Board of Directors for a three-year term

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Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

Item: Report of the Committee-of-the-Whole Meeting of June 18, 2018-Interview of John Eggum

Department: Village Manager's Office

Report of the Committee-of-the-Whole Meeting of June 18, 2018

Interview of John Eggum for Appointment to the Senior Citizens Commission - Term Ending: 4/30/21

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

Item: Report of the Committee-of-the-Whole Meeting of June 18, 2018-Interview of Matthew Fink

Department: Village Manager's Office

Report of the Committee-of-the-Whole Meeting of June 18, 2018

Interview of Matthew Fink for Appointment to the Arlington Economic Alliance (Financial Institution) - Term Ending: 4/30/21

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

Item: Water System Improvements 2018 - Change Order

Department: Public Works

The approved 2018 Capital Improvement Program includes $2,000,000 for the funding of Water System Improvements. This project is our annual program to replace aging water mains throughout the Village. The Public Works Department evaluates and prioritizes water main replacement based on defect severity, occurrence interval of failures, service reliability and other related parameters.

This year's project includes the replacement of over 8,000 linear feet of water main in the Ivy Hill and Knob Hill Subdivisions, and was awarded earlier this year to Concept Plumbing of Palatine, Illinois.

As a general practice, Public Works designs more replacement sections then the budget allows. This is a contingency in the event that the Village receives excellent pricing due to an overly competitive market. In 2018, the Public Works Department received thirteen bids for water main improvements ranging from $1.575M to $2.417M. The $2.0M estimate is for design, construction and construction inspection based on last year's unit pricing.

In 2015, the entire bid package for water main improvements was awarded with the exception of one section of water main on Kennicott Avenue from Grove Avenue to George Street. Funds were not available that year for this section of water main, which was bid as an alternate.

The value of this year's contract awarded to Concept Plumbing is $1.575M. Due to extremely favorable bid pricing from a competitive market, we have enough funds in account 505-9001-571-5025 WA9001 to have Concept Plumbing perform this additional work this year. Based upon the approved contract unit prices, the section of water main on Kennicott that was designed in 2015 would be $181,420 to install and restore. The new total for the 2018 water main replacement would be $1,756,420. This is still well under the approved amount ($2,000,000) for 2018 water main replacement. This represents another 920 linear feet of water main replacement, which enhances the integrity of the Village's water distribution system. This pricing is also less than seven of the eight bids received for the same section of water main in 2015.

Staff has been pleased with the Concept Plumbing's quality of work and recommends award of this additional work.

RECOMMENDATION

It is recommended that the Village Board increase the contract with Concept Plumbing for the 2018 Water System Improvements in the amount of $181,420 which would increase the total contract value to $1,756,420 and authorize execution of the necessary documents.

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

Item: Cash in Lieu of Land Dedication

Department: Finance

Two times per year, subject to availability of funds, the Village solicits requests from other governmental bodies for the release of monies collected from developers under the Village's Land Dedication Ordinance. As of April 30, 2018 the following summarizes the amounts collected and the requests from the other governmental bodies including their proposed designation for the use of these monies:

Arlington Heights School District 25 – To fund improvements to existing schools.

Total collected to date and requested: $9,523.26

Wheeling School District 21 – To fund improvements to existing schools.

Total collected to date and requested: $16,422.56

Prospect Heights Public School District 23 - To help fund the playground repair and enhancement plan.

Total collected to date and requested: $2,380.84

Township High School District 214 – To offset costs related to improvements of existing business, technology, special education and facility improvement projects at Hersey High School.

Total collected to date and requested: $10,370.46

Arlington Heights Park District – To fund improvements and/or additions to parks.

Total collected to date and requested: $100,625.22

Arlington Heights Memorial Library – To help fund the library's skylight replacement project.

Total collected to date and requested: $8,561.09

RECOMMENDATION
It is recommended that the Village Board approve disbursement of contributions in lieu of land dedication to various local governments and approve the local governments' designation for use of the monies totaling $147,883.53.

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	Type
Cash in Lieu of Land Dedication as of 4 30 18	Exhibits

Village of Arlington Heights
Cash Contributions in Lieu of Land Dedication
November 1, 2017 - April 30, 2018

Date	Permit No.	Project	Elem School #25	Elem School #21	Elem School #15	Elem School #23	High School #211	High School #214	A H Park District	MP Park District	A H Memorial Library	Total
11/29/2017	17-3751	1329 N Christina Ct				$ 2,380.84		$1,173.80	$5,392.04		$433.11	$ 9,379.79
12/11/2017	17-4331	36 S Kennicott Av	$ 2,380.84					$1,173.80	$5,392.04		$433.11	$ 9,379.79
12/11/2017	17-4282	20 S Kennicott Av	$ 2,380.84					$1,173.80	$5,392.04		$433.11	$ 9,379.79
12/11/2017	17-4541	6 S Kaspar Ave	$ 2,380.84					$1,173.80	$5,392.04		$433.11	$ 9,379.79
12/11/2017	17-4401	3 S Kennicott Av	$ 2,380.84					$1,173.80	$5,392.04		$433.11	$ 9,379.79
12/15/2017	17-3145	3221-3227 N Heritage Ln		$ 2,913.68				$798.02	$13,305.62		$1,068.74	$ 18,086.06
12/15/2017	17-3144	11-21 E Heritage Ct		$ 4,370.52				$1,197.03	$19,958.43		$1,603.11	$ 27,129.09
3/20/2018	18-271	10-20 E Heritage Ct		$ 4,370.52				$1,197.03	$19,958.43		$1,603.11	$ 27,129.09
4/12/2018	18-270	3238-3248 N Heritage		$ 4,767.84				$1,309.38	$20,442.54		$2,120.58	$ 28,640.34
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
			$9,523.36	$16,422.56	$0.00	$2,380.84	$0.00	$10,370.46	$100,625.22	$0.00	$8,561.09	$147,883.53

Stacey Mallek
Assistant Superintendent for Business/CSBO
Email: smallek@sd25.org

Arlington Heights SCHOOL DISTRICT 25

Embracing Today – Inspiring Tomorrow

PATTON | OLIVE | IVY HILL | GREENBRIER | THOMAS
WINDSOR | WESTGATE | DRYDEN | SOUTH

May 24, 2018

Ms. Pamela Wilkiel
Finance Department
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

Dear Ms. Wilkiel:

We are in receipt of your notification regarding cash contributions in lieu of land dedication monies for the period November 1, 2017 through April 30, 2018.

Please be advised that we are requesting $9,523.36 in cash contributions, and that the monies will be used for improvements to our existing schools.

Should you have any questions, please feel free to contact me.

Respectfully,

Stacey Mallek

Stacey Mallek
Assistant Superintendent For Business/CSBO
Phone 847-228-2080 fax 847-758-4908

RECEIVED MAY 31 2018

Community Consolidated School District 21

999 West Dundee Road • Wheeling, Illinois 60090
847.537.8270
www.ccsd21.org

Dr. Kate Hyland, Superintendent

May 31, 2018

Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005-1499

Dear Ms Wilkiel,

Thank you for the notice of cash contributions in lieu of land dedication for the period November 1, 2017 through April 30, 2018 of $16,422.56. Community Consolidated School District 21 requests the Village of Arlington Heights disburse these funds to be used for the care and upkeep of Poe and Riley Elementary school buildings.

Contributions, such as these, benefit the students of Poe and Riley Elementary schools. If you have any questions, please call me at (847) 520-2707.

Respectfully,

Mary Werling

Mary Werling, SFO
Assistant Superintendent for Finance & Operations/CSBO

RECEIVED JUN 0 4 2018

Prospect Heights School District 23

700 N. SCHOENBECK ROAD, PROSPECT HEIGHTS, ILLINOIS 60070

DISTRICT OFFICE	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	ANNE SULLIVAN SCHOOL	MACARTHUR MIDDLE SCHOOL
Phone (847) 870-3850	Phone (847) 870-3875	Phone (847) 870-3868	Phone (847) 870-3865	Phone (847) 870-3879
Fax: (847) 870-3896	Fax: (847) 870-3877	Fax: (847) 870-3898	Fax: (847) 870-8113	Fax: (847) 870-3881

June 4, 2018
Ms. Pamela Wilkiel
Administrative Assistant
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

RE: Requested use of impact fees

Dear Ms. Wilkiel:

Thank you for your recent correspondence informing District 23 of the $2,380.84 in cash contributions to be received by the District in lieu of land dedication for the period November 1, 2017 to April 30, 2018. District 23 has numerous areas for which these funds could be used and, pursuant to your letter dated May 21, 2018, I submit this request for those specific uses.

Pursuant to your letter, and the law, the District is required to use these funds "for the improvement of other existing school . . . land which already serves such needs" of the residents. District 23 will use these funds for maintenance, repair and enhancement of the playground offerings and facilities including, but not limited to, additional mulch, securing the playground supports, barriers and fence as well as for the apparatus on the playgrounds themselves. District 23 firmly believes that these funds will be used within the requirements and spirit of the law. With this money, District 23 will be able to expedite its overall implementation of the playground repair and enhancement plan.

Please let me know if this is an acceptable use of the funds. And, if so, when we can expect to receive the money.

Thank you for your consideration and anticipated approval. Your continued partnership with the District is invaluable.

Sincerely,

Dr. Don Angelaccio, Superintendent

RECEIVED JUN 04 2018

Please contact us if you would like this communication translated into your native language.
Por favor, póngase en contacto con nosotros si desea que esta comunicación traducido a su idioma nativo.
Prosimy o kontakt, jeżeli chcą Państwo by wiadomość ta zostala przetlumaczona na Państwa język ojczysty.

214 HIGH SCHOOL DISTRICT
Discover your future.

Township High School District 214
2121 South Goebbert Road
Arlington Heights, Illinois 60005
847-718-7600 ▪ www.d214.org

Dr. David R. Schuler
Superintendent

May 31, 2018

Ms. Pamela Wilkiel
Finance Department
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Dear Ms. Wilkiel:

Thank you for your May 21, 2018 letter in which you indicated that the Village has collected $10,370.46 in cash contributions in lieu of land dedication for District 214 for the period of November 1, 2017 through April 30, 2018.

Our intent is to use these funds to offset costs related to improvement of existing business, technology, special education, and facility improvement projects at the John Hersey High School site.

Thank you for your consideration of this request.

Sincerely,

Cathy Johnson

Cathy Johnson
Associate Superintendent
for Finance & Operations
Township High School District 214

RECEIVED MAY 3 1 2018

Arlington Heights Park District

May 24, 2018

Ms. Pamela Wilkeil
Administrative Assistant, Finance Dept.
Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005

Dear Pam:

The Arlington Heights Park District requests $100,625.22 in cash contributions in lieu of land dedication from November 1, 2017 through April 30, 2018. The contribution shall be considered for improvements and/or additions to the following parks:

Project	Date	Amount	Parks
1329 N. Christina Ct.	11/29/2017	$5,392.04	Greenslopes, Hickory Meadows, Greens, Carriage Walk. Lake Arlington, Hasbrook, Olympic and Frontier
36 S. Kennicott Ave.	12/11/2017	$5,392.04	Lake Arlington, Olympic, Cronin, Volz, Pioneer, Recreation, Westgate and Sunset Meadows Parks
20 S. Kennicott Ave.	12/11/2017	$5,392.04	Lake Arlington, Olympic, Cronin, Volz, Pioneer, Recreation, Westgate and Sunset Meadows Parks
6 S. Kaspar Ave.	12/11/2017	$5,392.04	Lake Arlington, Olympic, Cronin, Volz, Pioneer, Recreation, Westgate and Sunset Meadows Parks
3 S. Kennicott Ave.	12/11/2017	$5,392.04	Lake Arlington, Olympic, Cronin, Volz, Pioneer, Recreation, Westgate and Sunset Meadows Parks
3221-3227 N. Heritage Ln.	12/15/2017	$13,305.62	Lake Arlington, Olympic, Camelot, Centennial, Lake Terramere, Creekside, Sunset Ridge and Frontier Parks
11-21 E. Heritage Ct.	12/15/2017	$19,958.43	Lake Arlington, Olympic, Camelot, Centennial, Lake Terramere, Creekside, Sunset Ridge and Frontier Parks
10-20 E. Heritage Ct.	03/20/2018	$19,958.43	Lake Arlington, Olympic, Camelot, Centennial, Lake Terramere, Creekside, Sunset Ridge and Frontier Parks
3238-3248 N. Heritage	04/12/2018	$20,442.54	Lake Arlington, Olympic, Camelot, Centennial, Lake Terramere, Creekside, Sunset Ridge and Frontier Parks

Should you have any questions, please feel free to call me at 847-506-7145.

Sincerely,

Benjamin M. Rea

Ben Rea

Director of Parks and Planning

RECEIVED MAY 30 2018

410 N. Arlington Heights Rd. | Arlington Heights, IL 60004 | Phone 847.577.3000 | Fax 847.577.3050 | WWW.AHPD.ORG

Arlington Heights Memorial
LIBRARY

adding value in your life

May 30, 2018

Ms. Pamela Wilkiel
Finance Department
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

Dear Ms. Wilkiel,

Thank you for your letter of May 21 notifying the library about the contribution fees collected for the Arlington Heights Memorial Library for the period November 1, 2017 to April 30, 2018 in the amount of $8,561.09.

This letter serves as the library's request to disburse those funds. The funds will be applied toward the skylight replacement project.

We appreciate your assistance in processing this request. If you have any questions, please let me know.

Thank you,

Donna Ekl

Donna Ekl
Senior Accountant

C: Board of Library Trustees

Item: Ordinance - Code Amendment - Chapter 13 Liquor Dealers, Chapter 28 Zoning Regulations

Department: Planning/Legal

An Ordinance Amending Chapters 13 and 28 of the Arlington Heights Municipal Code
(Breweries)

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	**Type**
Chapters 13 and 28 - Breweries	Ordinance

AN ORDINANCE AMENDING CHAPTERS 13 AND 28 OF THE ARLINGTON HEIGHTS MUNCIPAL CODE

WHEREAS, on May 23, 2018, in Petition Number 18-012, pursuant to notice, the Plan Commission of the Village of Arlington Heights conducted a public hearing concerning amendments to certain sections of Chapter 28 Zoning Regulations, of the Arlington Heights Municipal Code, pertaining to breweries and has recommended to the Board of Trustees adoption of those amendments; and

WHEREAS, the President and Board of Trustees have determined that certain amendments to Chapter 13, Liquor Dealers, and Chapter 28, Zoning Regulations, of the Municipal Code related to breweries, is 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 Chapter 13, Liquor Dealers, of the Arlington Heights Municipal Code, is hereby amended as follows (the language being deleted is stricken and the language being added is highlighted):

a. The following definitions are hereby added to Section 13-101, Definitions, with the existing definitions within the section relettered accordingly:

Brew pub. A restaurant that includes a brewery as an accessory use and is licensed as a brew pub by the State of Illinois.

Brewery. A place that manufactures beer and is licensed as such by the State of Illinois.

Microbrewery. A brewery that produces no more than 930,000 gallons of beer per year and which is licensed as a Class 1 brewer by the State of Illinois.

b. That Section 13-204b, Training Requirements for Beverage Alcohol Sellers and Servers Education and Training Program (BASSET), is hereby amended as follows:

b. All persons employed by an establishment holding a class “A”, “AA”, “B”, “BB”, “C”, “DD”, “E”, “G” or “H”, “I”, J”, “K” ~~or~~ “L”, or “M” liquor license who serves or sells alcoholic beverages shall, upon demand, show a valid State-certified BASSET card or its equivalent, meeting the minimum curriculum requirements of the Illinois Department of Alcoholism and Substance Abuse (DASA), Title 77, Chapter X, Rule 2056.

c. That Section 13-501a(4), Classification, pertaining to the Class “A” liquor license, is hereby amended as follows:

a. Class “A” licenses, which shall authorize the retail sale in restaurants and brew pubs of alcoholic beverages for consumption on the premises. These licenses may be issued and retained by those establishments which:

4. A holder of a Class “A” license may apply for a supplemental liquor license, which shall authorize the retail sale of beer brewed on the premises only~~, in~~

~~growlers or kegs,~~ for consumption off of the licensed premises. The following limitations shall apply:

a) the licensed premises must also have a valid brew pub license from the State of Illinois, and

b) the licensee shall not manufacture more than ~~500 barrels (equivalent to 15,000 gallons)~~ 155,000 gallons per year~~, and~~

~~c) the licensed premises must have a designated off-street loading area, and~~

~~d) any advertising for the growlers and/or kegs shall be on table tents in the restaurant or as part of regular ads for the restaurant.~~

d. That Section 13-501b(5), Classification, pertaining to the Class "AA" liquor license, is hereby amended as follows:

b. Class "AA" licenses which shall authorize the retail sale, in restaurants and brew pubs only, of alcoholic liquor for consumption on the premises where sold. These licenses may be issued and retained by those establishments which:

5. ~~A holder of a Class "AA" license may apply for a supplemental liquor license, which shall authorize the retail sale of wine and brandy only, in original packages, unopened, for consumption off the licensed premises; provided that such sales shall be made only in conjunction with the service of a full-course luncheon or dinner to the purchaser, and further provided that such sales shall be made solely in response to customer requests, with no advertisement of the package sale policy and no oral or written communication to customers by the licensee or its employees to solicit requests for such a purchase.~~ A holder of a Class "AA" license may apply for a supplemental liquor license, which shall authorize the retail sale of beer brewed on the premises only for consumption off of the licensed premises. The following limitations shall apply:

a) the licensed premises must also have a valid brew pub license from the State of Illinois, and

b) the licensee shall not manufacture more than 155,000 gallons per year.

e. That Section 13-501i(3), Classification, pertaining to the Class "E" liquor license, is hereby amended as follows:

i. Class "E" licenses shall authorize the retail sale in restaurants and brew pubs ~~only~~ of beer and wine only, for consumption on the premises where sold. Such licenses may be issued to and retained by those establishments which:

3. A holder of a Class "E" license may apply for a supplemental liquor license, which shall authorize the retail sale of beer brewed on the premises only for consumption off of the licensed premises. The following limitations shall

apply:

a) the licensed premises must also have a valid brew pub license from the State of Illinois, and

b) the licensee shall not manufacture more than 155,000 gallons per year.

f. That Section 13-501, Classification, is hereby amended by adding a new liquor license classification with the existing classifications within the section relettered accordingly:

p. Class “M” license which shall permit the onsite consumption of the beer or ale brewed onsite at a microbrewery or brewery. Class “M” licenses are subject to the following conditions:

1. On-premises consumption shall be limited to the retail portion of the microbrewery or brewery, except during supervised tours and private events.

2. Beer and ale for onsite consumption shall be dispensed only in containers provided by the licensee.

3. No more than a total of 48 ounces of beer or ale shall be served for the purpose of onsite consumption to any customer in one day.

4. The retail sale of beer or ale produced off premises shall be permitted.

g. That Section 13-502, Fees and Number of Licenses, is hereby as follows:

Class of License	Annual License Fee	Number of Licenses Authorized
AA Supplemental	~~$200~~ $800	0
EE Supplemental	$650	0
M	$3,000	0

h. That Section 13-503, Hours of Operation, is hereby amended by adding a class of license:

Class of License	Monday through Thursday	Friday	Saturday	Sunday
M	3:00 PM-10:00 PM	11:00 AM-11:00 PM	11:00 AM-11:00 PM	11:00 AM-7:00 PM

SECTION TWO: That Chapter 28, Zoning Regulations, of the Arlington Heights Municipal Code, is hereby amended as follows (the language being deleted is stricken and the language being added is highlighted):

a. The following definitions are hereby added to Section 28-3, Definitions, with the existing definitions within the section relettered accordingly:

Brew pub. A restaurant that includes a brewery as an accessory use and is licensed as a brew pub by the State of Illinois.

Brewery. A place that manufactures beer and is licensed as such by the State of Illinois.

Microbrewery. A brewery that produces no more than 930,000 gallons of beer per year and which is licensed as a Class 1 brewer by the State of Illinois.

b. That the following uses are hereby added to Section 5.5-1, Permitted Use Table, (the language being added is highlighted):

5.5-1 Permitted Use Table

Commercial Uses	B1	B2	B3	B4	B5	I	OT	PL	M1	M2
Brew pubs	S	S	S		S					
Microbrewery, 2,500 square feet or less Note: The retail portion shall not exceed 35% of the total floor area of the unit or building occupied and shall be segregated from the remainder of the premises.		p	p		p					
Microbrewery, more than 2,500 square feet but less 4,000 square feet Note: The retail portion shall not exceed 35% of the total floor area of the unit or building occupied and shall be segregated from the remainder of the premises.		S	S		S					
Manufacturing/Processing Uses								**M1**	**M2**	**M3**
Brewery (including microbreweries) up to 20,000 square feet Note: The retail portion shall not exceed 10% of the total floor area of the unit or building occupied and shall be segregated from the remainder of the premises. Facilities greater than 4,000 square feet shall not be permitted on a zoning lot contiguous to a residential district.								p	p	

SECTION THREE: The various provisions of this Ordinance are to be considered severable, and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FOUR: This Ordinance repeals all ordinances or parts of ordinances in conflict with the provisions hereof and, except as set forth in this Section, shall be in full force and affect from and after its passage, approval and publication in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 18th day of June, 2018.

ATTEST: ____________________________
Village President

____
Village Clerk

Item: Resolution - Intergovernmental Agreement - Metropolitan Water Reclamation District

Department: PW/Legal

One of the many goals of the new Police Facility was to design a facility that will benefit the community and pursue additional funding when available. In February 2018, the Village was notified that we were awarded a grant for up to $358,000 for the installation of a rain garden and permeable pavers for the shared access drive and the rear parking lot of the new Police Facility. The Village is excited to partner with the Metropolitan Water Reclamation District (MWRD) on this important project. The rain garden will be installed to the south of the existing gazebo at the northwest corner of the municipal complex. The rain garden is designed to be a native depressional area comprising of native plants with the purpose of naturally filtering the runoff prior to release to a storm sewer. The permeable pavers will be an attractive commodity that will not only enhance the appearance of the front of our complex and parking lot but also will accommodate an additional 90,000 gallons of storm water storage.

The attached Intergovernmental Agreement (IGA) outlines the condition of the grant which includes the following major stipulations:

- The Village will receive 50% of approved costs at 50% of construction completion and 50% upon final completion and inspection by MWRD.
- The Village will provide all necessary maintenance of the improvements.
- The Village will prepare annual status reports of the improvement.
- The Village will pay for and erect permanent signage adjacent to the improvements.

RECOMMENDATION

It is recommended that the Village Board approve the attached Resolution Approving an Intergovernmental Agreement between the Village and the Metropolitan Water Reclamation District and authorize Staff to execute any and all necessary documents.

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	Type
MWRD - Intergovernmental Agreement	Resolution

A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

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 Metropolitan Water Reclamation District of Greater Chicago related to a grant for the installation of a rain garden and pavers for the shared access drive and rear parking lot of the new Police Facility, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are 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 18th day of June, 2018.

____
Village President

ATTEST:

____
Village Clerk

AGREEMENTRES: Intergovernmental Agreement MWRD

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF PARKING LOT PAVERS AND A BIO-INFILTRATION BASIN AT THE ARLINGTON HEIGHTS POLICE STATION

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic, organized and existing under the laws of the State of Illinois ("District") and the Village of Arlington Heights, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, (hereinafter the "Village"). Together, the District and the Village may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act ("Act") in various ways;

WHEREAS, the Act, as amended, declares that stormwater management in Cook County shall be under the general supervision of the District;

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014, by specifically authorizing the District to plan, implement, and finance activities relating to local stormwater management projects in Cook County;

WHEREAS, one component of the District's stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5;

WHEREAS, the District has committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of a certain consent decree entered into in <u>United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago,</u> Case No. 1:11-cv-

08859 (N.D. Ill. 2014) ("Consent Decree"), and the District's formal Commitment herein is intended to satisfy that obligation;

WHEREAS, the Village is located within the boundaries of Cook County, Illinois;

WHEREAS, pursuant to Division 110 of Article 11 of the Illinois Municipal Code, the Village has the authority to construct and maintain green infrastructure facilities, including bio-infiltration basins and porous pavement, within its corporate limits;

WHEREAS, the Village proposes the reconstruction of a parking lot and driveway at the new Arlington Heights Police Station, located at 200 East Sigwalt St., Arlington Heights, Illinois, using permeable pavers, as well as construction of a bio-infiltration basin in a nearby park. The proposed green infrastructure installations at the location will provide a total design retention capacity of 90,807 gallons of stormwater per rain event. The permeable pavement and bio-infiltration basin will also serve to further the District's goal of informing the public of the value of green infrastructure;

WHEREAS, the Village intends to perform the design, construction, operation and maintenance of the proposed green infrastructure installations;

WHEREAS, the Village's proposed plans to construct the green infrastructure installations in the Village may be approached more effectively, economically, and comprehensively with the Village and the District cooperating and using their joint efforts and resources;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation;

WHEREAS, on ___________, 2018, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement with the Village;

WHEREAS, on __________________, 2018, the Village's Board of Trustees authorized the Village to enter into an intergovernmental agreement with the District;

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and the District hereby agree as follows:

<u>Article 1. Incorporation of Recitals</u>

The recitals set forth above are incorporated herein by reference and made a part hereof.

<u>Article 2. Scope of Work</u>

1. The work contemplated by this Agreement will include construction, operation, and maintenance of a parking lot and driveway using permeable pavers, as well as construction of a bio-infiltration basin. These improvements (hereinafter the "Project") are categorized by the District as "green infrastructure."

2. The Village, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.

3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project shall be designed to capture up to 90,807 gallons of stormwater per rain event.

4. To the extent practicable, the Village, its agents, contractors or employees shall use District biosolids in any amendments performed to the soil of the Project area, including, but not limited to, the creation of the bio-infiltration basin and any installation of native landscaping. Subject to availability, the District will provide the biosolids free of charge with the Village being required to pay only for any transportation costs necessary to deliver the biosolids to the Project area.

5. The Project shall realize all public benefits of helping to alleviate flooding, located within the Project area of the Village, as shown in Exhibit 1.

6. The Village shall provide the District with a copy of 60% and 98% complete Construction Documents for the District's approval as to the Project's intended stormwater and green infrastructure benefits to the public.

7. The District shall review and provide comments to the Village as to the Project's intended stormwater and/or green infrastructure benefit to the public in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents. The Village shall incorporate the District's review comments into the Construction Documents.

8. The Village, at its sole cost and expense, shall construct the Project in accordance with the final Construction Documents.

9. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village shall consider and act in general accord with the applicable standards of the District's Purchasing Act, 70 ILCS 2605/11.1-11.24, and Multi-Project Labor Agreement (attached to this Agreement as Exhibits 2 and 3, respectively) when advertising and awarding the construction contracts. The Village shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibits 2 and 3 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the District's applicable general standards. The Village need not include the attached Exhibits 2 and 3 as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met.

10. The Village will comply with the District's Affirmative Action goals with respect to that portion of the cost of the Project for which the District has contributed funds. The determination as to whether the Village has complied with these Affirmative Action goals is solely in the District's discretion. If the Village fails to fully comply with these Affirmative Action goals, as determined by the District, the District may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the Affirmative Action goal(s).

11. The District will have the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with the District's Affirmative Action goals and requirements.

12. The Village must comply with the applicable portions of District's Affirmative Action Requirements and Affirmative Action Ordinance (attached to this Agreement as Exhibit 4). Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by the District for the Project for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by the District for the Project for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by the District for the Project for Small Business Enterprises.

13. In order to evidence compliance with the District's Affirmative Action Requirements, the Village must submit the following items to the District's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.

14. Every 30 days from the start of construction until its completion, the Village must submit to the District's Diversity Administrator the following: (1) an Affirmative Action Status Report ("Status Report") attached to this Agreement as Exhibit 6; (2) full or partial lien waivers from the participating MBE/WBE/SBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

15. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.

16. The Village, at its sole cost and expense, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.

17. The Village shall submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for the District's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 7. At its sole cost and expense, the Village shall operate and maintain the Project in accordance with the O&M Plan.

18. The District shall reimburse the Village for 23.63% of the total construction cost of the Project, but in no event shall that amount exceed Three Hundred Fifty-eight Thousand and NO/100 Dollars ($358,000.00) (the "Maximum Reimbursement Amount"). All reimbursement provided by the District shall be used exclusively for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The District shall disburse funds to the Village in accordance with the following schedule:

    a. 50% at 50% completion of construction; and
    b. 50% at final completion and after final inspection by the District.

19. The District's Maximum Reimbursement Amount is based on the funding amount that the District's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from the District beyond the current fiscal year is subject to the approval of the District's Board of Commissioners.

20. As of the date the Village executed this Agreement, the Village has spent approximately $127,685 on engineering, property acquisition, and other design-related project costs. The Village will also contribute approximately $1,891,054 towards total construction costs, including construction inspection.

21. As a condition for reimbursement, the Village shall submit copies of construction invoices to the District for the District's review and approval, such approval not to be unreasonably withheld.

22. The Village shall return all funds provided by the District if construction of the Project is not completed in accordance with the Construction Documents within two (2) years of the Village's initial award of a construction contract related to the Project, unless the District approves extension prior to the expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, county, and local permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.

2. Operation and Maintenance. The Village shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the Village must be consistent with the District's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.

2. Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney fees.

3. The Village shall record all easements, licenses, or deeds acquired for the Project.

4. The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for the District in any part of the Project.

Article 5. Maintenance

1. The Village, at its sole cost and expense, shall perpetually maintain the parking lot, driveway and the bio-infiltration basin, and any other associated appurtenances in accordance with the O&M plan approved by the District.

2. The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the District within thirty (30) days of completion.

3. The District shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.

4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the District, the District may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the District may cause such maintenance to be performed and the Village shall pay the District the entire cost the District incurred to perform the required maintenance.

5. In the event of failure of the Village to maintain or operate the Project to provide the intended public benefit, the District may demand that some or all of the funding it provided under this Agreement be returned to the District.

6. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village will provide the District with thirty (30) days' notice prior to Bid Advertisement for the Project.

2. Construction. The Village shall provide the District with a construction schedule and provide the District a minimum of seventy-two (72) hours' notice before the following project milestones:

    - Start of work
    - Substantial completion
    - Completion of work

Article 7. Signage

Wherever green infrastructure is present and visible to the community, signs shall permanently be displayed setting forth the following information "This project is a joint effort between the Village and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs shall be maintained by the Village, and shall include educational information about the benefits of green infrastructure. The District will provide examples of signage used for similar projects.

Article 8. Termination by the Village

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the District in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from the District no later than fourteen (14) days following its termination of the Agreement.

Article 9. Termination by the District

Prior to Bid Advertisement of the Project, the District may, at its option, and upon giving notice to the Village in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 11. Duration

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for perpetuity.

Article 12. Non-Assignment

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The Village shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this

Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 15. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and

2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and

4. The Village has allocated $ 2,018,739.50 in funds for this Project, which are separate from and in addition to the funds to be provided by the District under this Agreement.

Article 16. Representations of the District

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement; and

2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or

any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide the District with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 21. Deemed Inclusion

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 23. Amendments

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 24. References to Documents

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 25. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 26. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF PARKING LOT PAVERS AND A BIO-INFILTRATION BASIN AT THE ARLINGTON HEIGHTS POLICE STATION" must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 27, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For the District:

Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Fax: (312) 751-5681

For the Village:

Director of Public Works
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Phone: (847) 368-5800

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

Article 28. Interpretation and Execution

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.

2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.

3. The Parties agree that this Agreement shall be executed in quadruplicate.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Arlington Heights, the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF ARLINGTON HEIGHTS

BY: ______________________________
Mayor Thomas W. Hayes

____
Date

ATTEST:

____
Village Clerk Becky Hume

____
Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

Engineer of Stormwater Management Date

Assistant Director of Engineering Date

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

Exhibits and Attachments

Exhibit 1a,b:	Project Vicinity Map and Project Conceptual Drawing
Exhibit 2:	District's Purchasing Act
Exhibit 3:	MPLA
Exhibit 4:	Affirmative Action Ordinance, Revised Appendix D
Exhibit 5:	Utilization Plan
Exhibit 6:	Affirmative Action Status Report
Exhibit 7:	Operation and Maintenance Plan, Inspection Log, Owner's Certification Statement

Exhibits and Attachments

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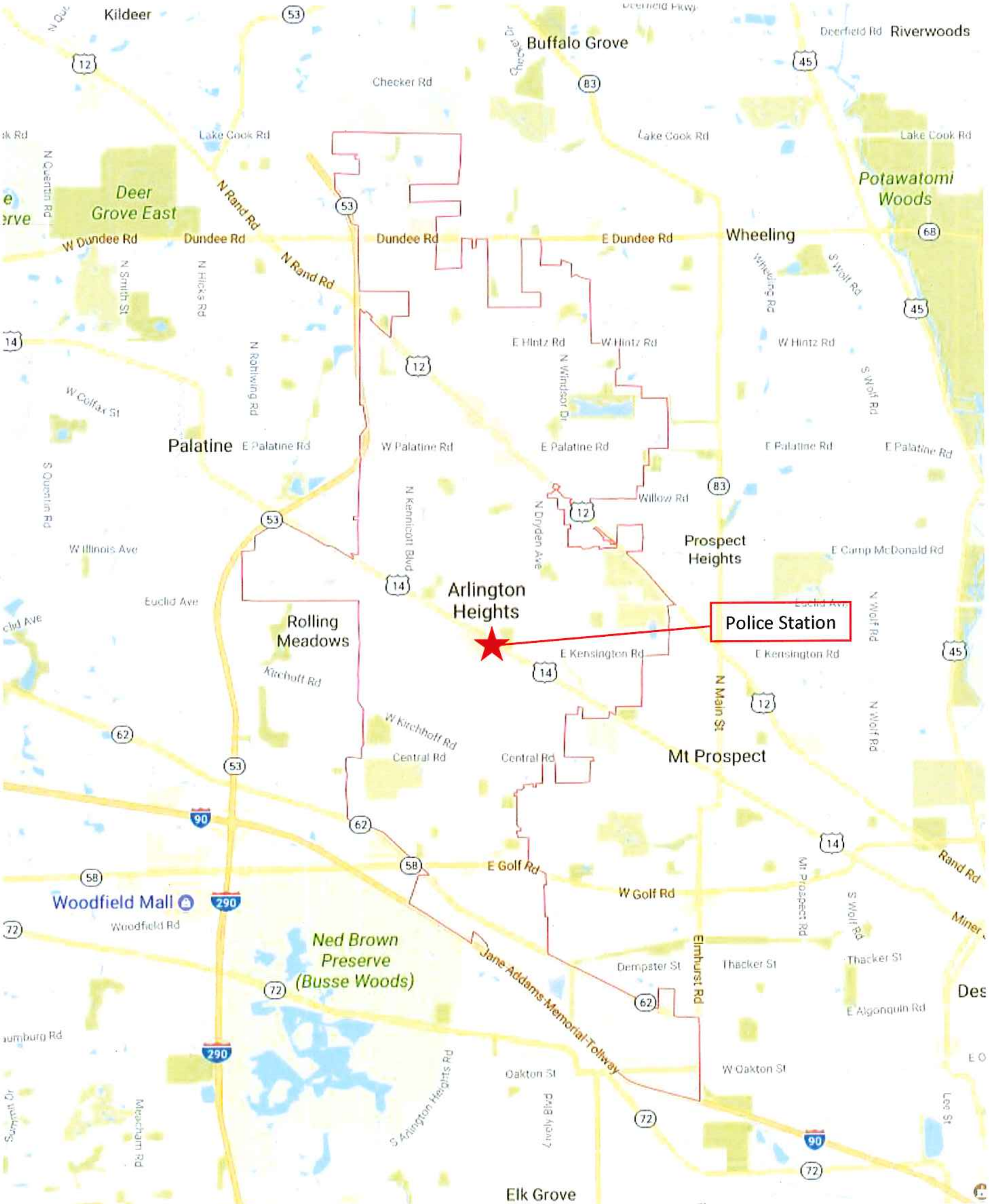
EXHIBIT 1 - A



Arlington Heights Police Station Vicinity Map

EXHIBIT 1 - B

ARLINGTON HEIGHTS POLICE STATION

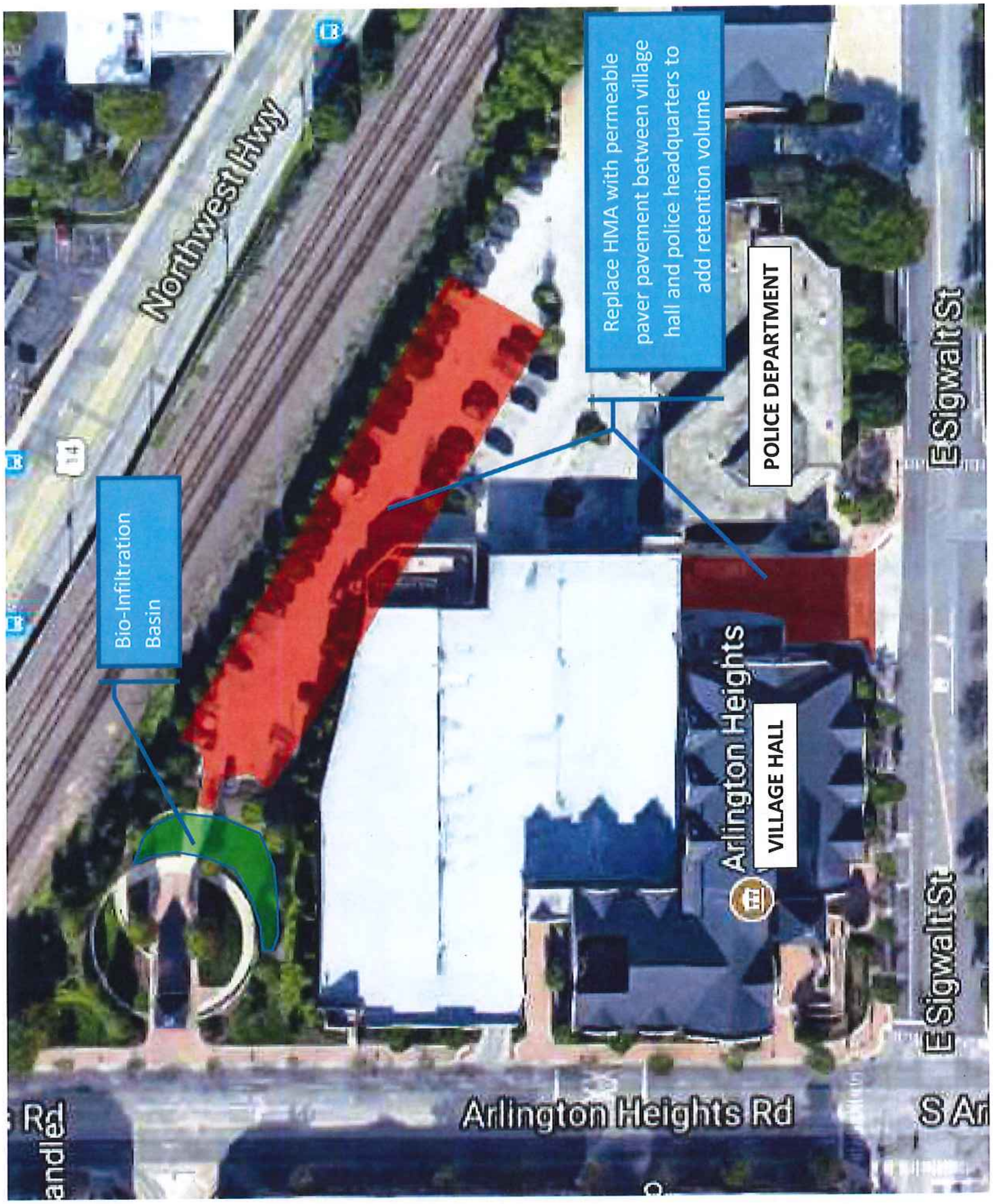


Exhibit 2: District's Purchasing Act

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."
(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than $10,000 or more than $40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction and procurement contracts.
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of $50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section.
(Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served thereby.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he is a citizen of the United States or has in good faith declared his intention to become such a citizen. In all cases where an alien after filing his declaration of intention to become a citizen of the United States, shall for the space of three months after he could lawfully do so, fail to take out his final papers and obtain his citizenship such failure shall be prima facie evidence that his declaration of intention was not made in good faith.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employe of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly.
(Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications

the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall, until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)
Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)
Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)
Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)
Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or
3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or
4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or
5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

EXHIBIT 3

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

1) **MPLA – EFFECTIVE OCTOBER 6, 2017**
2) **CERTIFICATE OF COMPLIANCE**

MPLA-CC-01

GENERAL REQUIREMENTS UNDER THE MULTI-PROJECT LABOR AGREEMENT

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

> If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contactor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

(1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
(2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

a. Plan, direct, and control the operations of all work;
b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
c. Determine work methods and procedures;
d. Determine the need and number of foremen;
e. Require all employees to observe Contractor and/or District rules and regulations;
f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
g. Discharge, suspend, or discipline employees for proper cause.
h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association PipeFitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

[Remainder of page intentionally left blank. Signature page follows.]

The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 10TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

David St. Pierre
Executive Director
Management

Darlene A. LoCascio
Director of Procurement and Materials

Approved as to Form and Legality

Helen Shields-Wright
Head Assistant Attorney

Jacqueline Torres
Director of finance/Clerk

Susan T. Morakalis
Acting General Counsel

Frank Avila
Chairman of Finance

Mariyana T. Spyropoulos
Chairman, Committee on Labor and Industrial Relations

Approved

Mariyana T. Spyropoulos, President

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:

Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:

Its Duly Authorized Officer
Dennis J. Fleming, Business Manager

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #73
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roofers & Waterproofers #11
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130 UA
Labor Organization

APPROVED:

James F. Coyne
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12TH day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:

Its Duly Authorized Officer

MPLA-CC-16

MWRD PLA

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER 150
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGGER LOCAL #136
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Iron Workers #63
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IRON WORKERS #1
Labor Organization

APPROVED:

Craig Sebastian
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. M— Jr.
Its Duly Authorized Officer

MPLA-CC-24

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEC Local 2
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBEW
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Cement Masons & Plasterers
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September 2017 in Chicago, Cook County, Illinois.

On behalf of Carpenters
Labor Organization

APPROVED:

Frank T. Libby
Its Duly Authorized Officer

MPLA-CC-28

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C
Labor Organization

APPROVED:

Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

APPENDIX B

JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20

Construction Employers' Association
And
Chicago & Cook County Building & Construction Trades Council

MPLA-CC-33

The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board

MPLA-CC-34

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

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MPLA-CC-36

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
II. There shall be no restriction on the use of machinery, tools or appliances.
III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
IV. No person shall have the right to interfere with workers during working hours.
V. The use of apprentices shall not be prohibited.
VI. The foreman shall be the agent of the employer.
VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.

b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.

d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, he party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.

b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.

c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.

d) Should this jurisdictional issue be unresolved , the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

c) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 – At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

a) The Arbitrator may assess liquidated damages not to exceed $5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed $10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS' ASSOCIATION	CHICAGO & COOK COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL
DocuSigned by: Charles Usher, Sr. AF477AAFAC084CD...	DocuSigned by: Tom Villanova A3CD8C046A9D49E...
BY Charles M. Usher	BY Thomas Villanova

Contract No. ____________________

CERTIFICATE OF COMPLIANCE WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)

I/WE ____ hereby acknowledge that I/WE
(Name of company)
have read the Metropolitan Water Reclamation District of Greater Chicago's Multi-Project Labor Agreement. I/WE and all my/our subcontractors certify that we are in compliance with the Agreement in that I/WE and all my/our subcontractors have agreed to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") and shall continue to do so during the duration of the Contract.

State the name of the participating trade group(s) that your firm is currently signatory with in order to comply with the MPLA: (e.g.: Operating Engineers 150).

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

If your firm is not currently signatory with a participating union or labor organization, complete the following:

I intend to comply with the MPLA by:

Entering into a collective bargaining agreement with the following participating trade group(s): ____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

____
Name of Company or Corporation

By: ____________________________________
Signature of Authorized Officer

Attest: ________________________________
Secretary

Dated: ________________________________

Revised October 2017

EXHIBIT 4

AFFIRMATIVE ACTION ORDINANCE

REVISED APPENDIX D

OF THE

METROPOLITAN WATER RECLAMATION DISTRICT

OF GREATER CHICAGO

AS REVISED
JUNE 4, 2015

AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

Section 1. **Declaration of Policy**

Whereas, it is the policy of the Metropolitan Water Reclamation District of Greater Chicago (the "District") to ensure competitive business opportunities for small, minority- and women-owned business enterprises in the award and performance of District contracts, to prohibit discrimination on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the award of or participation in District contracts, and to abolish barriers to full participation in District contracts by all person, regardless of race, ethnicity or sex;

Whereas, the District pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy as well as state and federal regulations to assure the utilization of minority-owned, women-owned and small business enterprises in a manner consistent with constitutional requirements;

Whereas, the District is committed to equal opportunity for minority-,women-owned and small businesses to participate in the award and performance of District contracts;

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), has enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements;

Whereas, the District is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *Croson* and its progeny;

Whereas, in furtherance of this commitment, the Board of Commissioners directed the District staff and its outside consultants in 1990 to conduct an investigation into the scope of any discrimination in the award of and participation in District construction contracts as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate in District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects.

Whereas, on June 21, 2001, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small and Women's Business Participation ("Appendix D"); and

Whereas, in 2006 the Board of Commissioners undertook a review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto; Whereas, the Board of Commissioners undertook a review in 2012 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto;

Whereas, in 2014, the Board of Commissioners undertook another review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the District's geographic and procurement market areas to evaluate the continued need for Appendix D and any necessary revisions thereto. That review resulted in commissioning a comprehensive disparity study conducted by an outside consultant that was finalized in 2015.

Section 2. **Findings**

The Board of Commissioners, having reviewed the 2015 report of its outside consultant finds:

1. In 2003, the U.S. District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and WBE firms at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs.

2. In 2004, a study of the Metropolitan Chicago Construction Industry by Timothy Bates, Distinguished Professor, Wayne State University, concluded that the evidence that African-American, Hispanic and women-owned businesses have been, and continue to be disadvantaged in the construction industry and small businesses is strong, has remained consistent and that compelling evidence indicates that African-American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males.

3. A November, 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, has determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian owned businesses continues to exist in the Metropolitan Chicago construction industry.

4. In 2005, the U.S. District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area.

5. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007).

6. In 2006, Board of Commissioners of Cook County, Illinois accepted a report it had commissioned titled, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois" (Cook County

2006 Report), which concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction prime contracts and subcontracts is below the availability of such firms.

7. In 2006, the Illinois State Toll Highway Authority commissioned a study for the availability of Disadvantaged Business Enterprises ("DBEs") in its geographic and procurement markets, to ensure that its DBE program was narrowly tailored as required by constitutional standard, which found 19.56% DBE availability in construction, 19.36% DBE availability in construction-related professional services, and that DBE utilization had steadily increased from 2.40% in 2004 to 24.72% in 2010.8. The Board of Commissioners of Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois" (Cook County 2010 Study), which found that MBEs and WBEs were not utilized in all aspects in proportion to their availability.

9. In 2010 the U.S. Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the U.S. Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other firms on a fair and equal footing in government contracting markets, including in the construction industry.

10. In 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market.

11. In 2014, The District commissioned its first comprehensive disparity study to investigate barriers to equal opportunities in the District's geographic and industry market areas and make recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market areas.

12. In 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015(Held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprise in the Illinois construction industry).

13. The District has determined that it has a continuing compelling interest in preventing public funds in construction contracts from perpetuating the effects of past discrimination and current discrimination against minority- and women-owned firms in its market.

14. The Affirmative Action Program adopted by the District is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the construction market.

15. The remedies adopted herein by the District will not overly burden non-MBE and non-WBE firms in the award of District Contracts.

16. The Commissioners shall periodically review minority-owned and women-owned participation in contracts awarded by the District to ensure that the District continues to have a

compelling interest in remedying discrimination against minority and women-owned firms in the award of District contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

Now, therefore, the District Board of Commissioners hereby adopts this Revised Appendix D:

Section 3. **Purpose and Intent**

The purpose and intent of this Ordinance is to mitigate the present effects of discrimination on the basis of race, ethnicity or sex in opportunities to participate on the District's prime contracts and associated subcontracts and to achieve equitable utilization of minority-owned, women-owned and small business enterprises in District construction contracts.

Section 4. **Coverage**

The following provisions, to be known as "Appendix D" together with relevant forms, shall apply and be appended to every construction contract awarded by the District where the estimated total expenditure is in excess of $100,000.00, except contracts let in the event of an emergency pursuant to 70 ILCS 2605/11.5.

Section 5. **Definitions**

The meaning of these terms in this Ordinance are as follows:

(a) "Administrator" means the District's Affirmative Action Program Administrator.

(b) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

(c) "Annual Participation Goals" mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts

(d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not for profit corporation, a limited liability company or any other entity which has submitted a bid on a District contract.

(e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.

(f) "Contract Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scope(s) of work of the Project.

(g) "Construction contract" means any District contract or amendment thereto, providing for a total expenditure in excess of One Hundred Thousand Dollars ($100,000.00) for the construction, demolition, replacement, major repair or renovation and maintenance of real property and improvement thereon or sludge hauling and any other related contract which the District deems appropriate to be subject to Appendix D consistent with the Ordinance.

(h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities.

(i) "Contract Goals" means the numerical percentage goals for MBE, WBE or SBE participation to be applied to an eligible District construction contract subject to Appendix D for the participation of MBEs, WBEs and SBEs, based upon the scopes of work of the contract, the availability of MBEs, WBEs and SBEs to meet the goals, and the District's progress towards meeting its Annual MBE, WBE and SBE goals.

(j) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(k) "Economically Disadvantaged" means an individual with a Personal Net Worth less than $2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2008.

(l) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(m) "Expertise" means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the firm as defined by normal industry practices, including licensure where required.

(n) "Good Faith Efforts" means those honest, fair and commercially reasonable actions undertaken by a contractor to meet the MBE or WBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

(o) "Hearing Officer" is an attorney licensed to practice in the State of Illinois, appointed by the Board of Commissioners, to conduct hearings as provided in this Ordinance regarding a contractor's compliance or non-compliance with this Ordinance.

(p) "Joint Venture" means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the certified firm is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(q) "Job Order Contract" or "JOC" means a firm, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(r) "Local business" means a business located within the counties of Cook, DuPage, Kane Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region or a business which has been placed on the District's vendor list or has bid on or sought District construction work.

(s) "Minority-owned business enterprise" or "MBE" means a Local Small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity, which is at least fifty-one percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions and daily business operations are controlled by one or more Minority Individuals.

(t) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African-American - A person having origins in any of the Black racial groups of Africa and is regarded as such by the African American Community of which the person claims to be a part.

(iii) Asian-American – A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the person claims to be a part.

(ii) Hispanic-American - A person having origins from Mexico, Puerto Rico, Cuba and South or Central America and is regarded as such by the Hispanic community of which the person claims to be a part, regardless of race.

(iv) Native-American – A person having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the Government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(u) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(v) "Prime Contractor" means a Contractor that is awarded a District contract and is at risk for the completion of an entire District project, including purchasing all materials, hiring and paying subcontractors, and coordinating all the work.

(w) "Small Business Enterprise" or "SBE" means a small business as defined by the U.S. Small Business Administration (SBA), pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts, except that the size standard for specialty trade construction firms shall be 150 percent of the SBA size standard. A firm is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

(x) "Socially Disadvantaged" means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(y) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(z) "Tier" refers to the relationship of a subcontractor to the prime contractor. A subcontractor having a contract with the prime contractor, including a material supplier to the prime contractor, is considered a "first-tier subcontractor," while a subcontractor's subcontractor is a "second-tier subcontractor" and the subcontractor's material supplier is a "third-tier subcontractor." The subcontractor is subject to the same duties, obligations and sanctions as the contractor under this Ordinance.

(aa) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs, WBEs and SBE that the Bidder intends to use in the performance of a contract, the scopes of the work and the dollar values or the percentages of the work to be performed.

(bb) "Vendor list" means the District's list of firms that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Supplier Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the U.S. Small Business Administration.

(cc) "Women-owned business enterprise" or "WBE" means a Local and Small business entity which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one percent (51%) owned by a woman or women shall be made without regard to community property laws.

Section 6. **Non-Discrimination and Affirmative Action Clause**

As a precondition to selection, a Contractor must include in its bid proposal for a covered contract the following commitments:

During the performance of this contract, the Contractor agrees:

(a) It shall not discriminate on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the solicitation for or purchase of goods in the performance of this contract.

(b) It shall actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs, WBEs and SBEs.

(c) It shall undertake Good Faith Efforts in accordance with the criteria established in this Ordinance, to ensure that qualified MBEs, WBE, and SBEs are utilized in the performance of this contract and share in the total dollar value of the contract in accordance with each of the applicable utilization goals established by the District for the participation of qualified MBEs, WBEs and SBEs.

(d) It shall require its subcontractors to make similar good faith efforts to utilize qualified MBEs, WBEs and SBEs.

(e) It shall maintain records and furnish the District all information and reports required by the District for monitoring its compliance with this Ordinance.

(f) It shall designate a person to act as an Affirmative Action Coordinator to facilitate the review of all concerns related to the participation MBEs, WBEs and SBEs.

Section 7. **Race- and Gender- Neutral Measures to Ensure Equal Opportunities for All Contractors and Subcontractors**

The District shall develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

(a) Unbundling contracts to facilitate the participation of MBEs, WBEs and SBEs as Prime Contractors.

(b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested contractors and subcontractors.

(c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities, including through an electronic system and social media.

(d) Assisting MBEs, WBEs and SBEs with training seminars on the technical aspects of preparing a bid for a District contract.

(e) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing, and support for business development such as accounting, bid estimation, safety requirements, quality control.

(f) Prohibiting Prime Contractors from requiring bonding for subcontractors, where appropriate.

(g) Holding pre-bid conferences, where appropriate, to explain the contract and to encourage Bidders to use all available firms as subcontractors.

(h) Adopting prompt payment procedures, including, requiring by contract that Prime Contractors promptly pay subcontractors and investigating complaints or charges of excessive delay in payments.

(i) Developing Linked Deposit and other financing and bonding assistance programs to assist small firms.

(j) Reviewing retainage, bonding and insurance requirements and their application to bid calculations to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from Prime Contractors on District construction contracts detailing the bids received from all subcontractors for District on construction contracts and the expenditures to subcontractors utilized by Prime Contractors on District construction contracts.

(l) Limiting the self-performance of prime contractors, where appropriate.

(m) To the extent practicable, developing future policies to award contracts to SBEs.

(n) Maintaining information on all firms bidding on District prime contracts and subcontracts.

(o) At the discretion of the Board of Commissioners, awarding a representative sample of District construction contracts without goals, to determine MBE, WBE and SBE utilization in the absence of goals.

(p) Referring complaints of discrimination against MBEs, WBEs or SBEs to the appropriate authority for investigation and resolution.

Section 8. **Certification Eligibility**

(a) Only businesses that meet the criteria for certification as a MBE, WBE or SBE may be eligible for credit towards meeting Utilization Contract Goals. The applicant has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) The firm's ownership by a Socially and Economically Disadvantaged person(s) must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long term decisions on management, policy, operations and work.

(iii) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(iv) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(v) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, District ordinance or other law regulations or statute does not require that the owner posses the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE, WBE or SBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent business, the Director will:

(i) Evaluate relationships with non-certified firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant for MBE or WBE certification or any owners of the applicant for SBE certification and non-certified firms or persons associated with non-certified firms compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified firms to determine whether a pattern of exclusive or primary dealings with non-certified firm compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) for MBEs and WBEs or the majority owner for SBEs has the ability and Expertise to manage and control the firm's operations and work.

(f) The District shall certify the eligibility of Joint Ventures involving MBEs, WBEs or SBEs and non-certified firms.

(g) The certification status of all MBEs, WBEs and SBEs shall be reviewed periodically by the Administrator. Failure of the firm to seek recertification by filing the necessary documentation with the Administrator as provided by rule may result in decertification.

(h) It is the responsibility of the certified firm to notify the Administrator of any change in its circumstances affecting its continued eligibility. Failure to do so may result in the firm's decertification.

(i) The Administrator shall decertify a firm that does not continuously meet the eligibility criteria.

(j) Decertification by another agency shall create a *prima facie* case for decertification by the District. The challenged firm shall have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

(k) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification by filing a written appeal with the Executive Director within

10 calendar days of receipt of the denial of District certification, recertification or decertification. The appeal should set forth in detail the facts upon which it is based, and attach all relevant documentations. The Executive Director shall render a decision within 15 calendar days of receipt of a timely appeal. The Executive Director's decision shall be final.

(l) A firm found to be ineligible may not apply for certification for two years after the effective date of the final decision.

Section 9. **Schedule of Goals for Minority-Owned, Women-Owned and Small Business Enterprise Utilization**

In fulfillment of its policy to provide MBEs, WBEs, and SBEs full and equitable opportunities to participate in the District's construction prime contracts and subcontracts, the District shall establish annually goals for MBE, WBE and SBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market.

Section 10. **Contract Goals.**

(a) The Director, in consultation with the Administrator and the User Department, shall establish Contract Goals for construction contracts based upon the availability of at least three MBEs and three WBEs registered on the District's vendor list to perform the anticipated subcontracting functions of the contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total construction contract cost is for the purchase of equipment, the Director may designate goals for only that portion of the contract relating to construction work and related supplies and/or modify the limitations on the credit for MBE or WBE suppliers herein.

(c) The Contract Goal(s) shall be designated in the contract documents.

Section 11. **Counting MBE, WBE, and SBE Participation towards Contract Goals**

(a) A Bidder may achieve the Utilization Contract Goals by its status as a MBE, WBE or SBE or by entering into a Joint Venture with one or more MBEs, WBEs and SBEs or by first-tier subcontracting a portion of the work to one or more MBEs, WBEs and SBEs or by direct purchase of materials or services from one or more MBEs, WBEs and SBEs or by any combination of the above.

(b) If a firm is certified as both a MBE and a WBE, the Bidder may count the firm's participation either toward the achievement of its MBE or WBE goal, but not both.

(c) A Bidder may count toward the achievement of its SBE goal the utilization of any MBE or WBE that also satisfies the definition of a SBE.

(d) A Bidder may count the entire amount of that portion of a contract that is performed by MBEs, WBEs or SBEs own forces, including the cost of supplies and materials obtained and installed by the MBE, WBE or SBE for the work of the contract, and supplies purchased or equipment leased by the MBE, WBE or SBE used to directly perform the work of the contract (except supplies and equipment the MBE, WBE or SBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate).

(e) Where a Bidder or first-tier subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator shall review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the joint venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE, WBE or SBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Ordinance. The MBE, WBE or SBE Joint Venture partner must have a history of proven expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE, WBE or SBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture Agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE, WBE or SBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs, WBEs or SBEs that will perform as first-tier subcontractors will be counted towards meeting the Utilization Contract Goals.

(g) Only expenditures to a MBE, WBE or SBE that is performing a Commercially Useful Function shall be counted towards the Utilization Contract Goal.

(i) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The firm must pay all costs associated with personnel, materials and equipment. The firm must be formally and directly responsible for the employment, supervision and payment of its workforce must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The firm cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the firm can be made through deductions by the Prime Contractor. No family members who own related businesses are allowed to lease, loan or provide equipment, employees or materials to the firm.

(ii) A firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of MBE, WBE or SBE participation. The Prime Contractor is responsible for ensuring that the firm is performing a commercially useful function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, whether the amount the MBE, WBE or SBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

(iv) If a firm subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a firm is presumed not to be performing a Commercially Useful Function, the firm may present evidence to rebut this presumption.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs, WBEs or SBEs or first-tier subcontractor MBEs, WBEs or SBEs. MBEs, WBEs or SBEs must perform no less than eighty-five percent (85%) of their work with their own forces, through the use of its own management and supervision, employees and equipment. If industry standards and practices differ, the firm must furnish supporting documentation for consideration by the District.

(i) Purchase of materials and supplies must be pre-approved if their purchase is related to goal attainment. Bidder may count payments to MBE, WBE or SBE regular dealers or manufacturers who offer only furnish and deliver contracts for materials and supplies for no more than twenty-five percent (25%) of each MBE, WBE or SBE goal, unless approved by the Administrator. If the bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(j) A dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder.

(k) If a firm ceases to be a certified during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(l) In determining achievement of Utilization Contract Goals, the participation of a MBE, WBE or SBE shall not be counted until that amount has been paid to the MBE, WBE or SBE.

Section 12. **Utilization Plan Submission**

(a) Compliance documents must be submitted as provided in the solicitation. Failure to do so will render the bid non-responsive. The Director shall review each bid submission to determine if it meets the requirements herein.

(b) A Bidder must either meet the Utilization Contract Goals or establish its Good Faith Efforts to do so as described in Appendix D and the solicitation.

(c) Each Bidder shall submit with its bid a completed and signed Utilization Plan that lists the names, addresses, telephone numbers, email addresses and a description of the work with contract item number and contact person of the businesses intended to be used as subcontractors, subconsultants and suppliers, including those firms proposed to meet the Contract Goal(s); the type of work or service each business will perform; and the dollar amount to be allocated to the certified firm(s). Each Bidder's Utilization Plan shall commit to MBE, WBE or SBE participation equal to or greater than each of the Contract Goals set forth in the solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the solicitation.

(d) Each Bidder must submit with its bid a signed MBE, WBE or SBE Subcontractor's Letter of Intent for each firm in the form specified in the solicitation, with either a copy of each MBE, WBE or SBEs current Letter of Certification from a state or local government or agency or documentation demonstrating that the firm is a MBE, WBE or SBE within the meaning of this Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE, WBE or SBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan shall control. An original or facsimile copy of the MBE, WBE or SBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder had failed to meet the Contract Goal(s), it must file a Waiver Request documenting its Good Faith Efforts to meet the Goal(s) as provided in the format described in the solicitation, the Administrator shall require the contractor to file a Contractor Information Form and provide additional documentation of its good faith efforts in attempting to fulfill such goals.

(i) Such Good Faith Efforts, as defined herein, shall include, but are not limited to, the following:

(i) Attend any pre-bid conference conducted by the District to acquaint contractors with MBEs, WBEs and SBEs available to provide relevant goods and services and to inform MBEs, WBEs and SBEs of subcontract opportunities on the contract;

(ii) Review lists of available MBEs, WBEs and SBEs maintained by the District and other state and local governments and agencies prior to the bid opening to identify qualified MBEs, WBEs and SBEs for solicitation for bids;

(iii) Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for proposals or bids by MBEs, WBEs and SBEs for subcontracts or the supply of goods and services on the contract;

(iv) Make timely written solicitations of available MBEs, and WBEs and SBEs identified on the District's vendor list that provide relevant services for subcontracts or the supply of goods and services;

(v) Provide MBEs, WBES and SBEs with convenient and timely opportunities to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs, WBEs and SBEs to prepare an informed response to a contractor solicitation;

(vi) Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist MBEs, WBEs and SBEs in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of MBEs, WBEs and SBEs;

(vii) Follow up initial solicitation of MBEs, WBEs and SBEs by contacting them to determine if the enterprises are interested in making bids or proposals;

(viii) Negotiate in good faith with MBEs, WBEs and SBEs prior to the bid opening and do not reject as unsatisfactory any bids or proposals submitted by M/WBEs without justifiable reason, including the lack of bonding capacity or the ability to obtain insurance requirements such as Completed Builders Risk (All Risk) Insurance, Comprehensive General Liability Insurance, Contractor Contractual Liability Insurance and Public Liability Insurance;

(ix) Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, WBEs and SBEs;

(x) Establish joint ventures with MBEs, WBEs and SBEs;

(xi) Use the services and assistance of the District, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and appropriate community and minority and women's business organizations;

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation, may be grounds for the rejection of a bid and/or a Waiver request.

(iii) Upon completion of the investigation, the Administrator shall inform the Director of his or her findings.

(iv) The Director, after consultation with the Administrator, shall determine whether to grant the waiver request based on the Bidder's Good Faith Efforts at the time of bid submission.

(v) Where the Director determines that a Bidder has not made Good Faith Efforts, the Director shall declare the bid submission non-responsive and will reject the bid.

(d) A contractor's submission of a Utilization Plan that commits to a MBE or WBE participation equal to or greater than the applicable utilization goals shall not provide a basis for a higher bid, an increase in contract price or a later change order.

(e) The requirement to submit a Utilization Plan and MBE, WBE or SBE Subcontractor's Letters of Intent applies when the individual project is awarded under Job Order Contracts awarded by the District.

(i) A Prime Contractor issued a Job Order Contract shall submit with each work order issued under such a Contract its Utilization Plan that lists the name, address, telephone number, email address and contact person for each MBE, WBE or SBE to be used on the work order, as well as a description of work to be performed and a dollar amount to be allocated to such MBE, WBE or SBE. The Prime Contractor shall submit with each work order a MBE, WBE or SBE Subcontractor's Letter of Intent from each certified firm.

(ii) A Prime Contractor awarded a Job Order Contract shall be subject to the compliance monitoring provisions herein. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Contractor has attained the Contract Goals for the completed portion of the Job Order Contract, or that it has been unable to do so despite its good faith efforts. Good Faith Efforts must be documented as provided in this Ordinance.

Section 13. **Compliance Review**

(a) The Director shall declare the bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan;

(ii) Failed to commit in its Utilization Plan to MBE, WBE and SBE participation equal to or greater than each of the Utilization Contract Goals unless the Bidder submitted with its bid a request for a total or partial waiver of the Goal(s).

(iii) Failed to identify in its Utilization Plan the MBE, WBE or SBE by name, scope of work, contract item number, and dollar value of work or percentage of participation equal to or greater than each of the Contract Goal(s).

(iv) Failed to submit with its bid the MBE, WBE and SBE Subcontractor's Letter of Intent from each MBE, WBE and SBE listed on its Utilization Plan.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid shall be rejected or, if the determination is made after the bid award, the contract may be forfeited in accordance with the provision of Article 28 of the General Conditions.

(c) If a Mentor-Protégé relationship is proposed to meet the Contract Goal, the Mentor-Protégé Development Plan must be submitted to the Administrator for approval prior to contract award. Mentor-Protégé relationship" describes an association between large business prime contractor firms and socially disadvantaged firms designed to motivate, encourage and to provide mutually beneficial developmental assistance to those socially disadvantaged firms.

(d) Prior to the award of any contract, the Administrator shall review the Utilization Plan, MBE, WBE and SBE Subcontractor's Letter(s) of Intent and Letter(s) of Certification, and Contractor Information and Waiver Request Forms as specified in the solicitation, submitted by the apparent low bidder on a contract and conduct any other investigation the Administrator deems appropriate to determine compliance.

(e) Within 30 calendar days after demand, the Prime Contractor shall furnish executed copies of all MBE, WBE and SBE subcontracts to the Administrator. Subsequently, the contractor shall obtain and submit a copy of all MBE, WBE and SBE related subtier contracts on demand.

(f) The Prime Contractor shall set timetables for use of its subcontractors before fifty percent (50%) of the work is completed.

(g) If requested by the Administrator, the Prime Contractor must submit a MBE, WBE and SBE Work Plan projecting the work tasks associated with certified firms' commitments prior to the award of the contract. The Work Plan must provide a description of the work to be subcontracted to other MBEs, WBEs and SBEs and non-certified firms and the dollar amount and the name of the all tiers of subcontractors. The Work Plan becomes part of the Prime Contractor's contractual commitment and the contract record, and may not be changed without prior approval of the Administrator.

Section 14. **Contract Performance Compliance**

(a) After the award of a contract, the Administrator shall review the Prime Contractor's compliance with its MBE, WBE and SBE commitments during the performance of the contract.

(b) The Prime Contractor shall be required to submit the Affirmative Action Monthly MBE/WBE/SBE Status Report providing the information and in the format as specified by the District with every payment request. The Contractor's failure to do so may result in a delay of the progress payment.

(c) Evidence of MBE, WBE and SBE subcontractor participation and payments must be submitted as required by the District to confirm subcontractors' participation and payment.

(d) District contract compliance officers and auditors, or their designees, shall have access to the contractor's and subcontractor's books and records, including certified payroll records, bank statements, employer business tax returns and all records including all computer records and books of account to determine the contractor and MBE, WBE and SBE subcontractor compliance with the goal commitment. Audits may be conducted at any time and without notice in the total discretion of the District. A Prime Contractor must provide the Administrator any additional compliance documentation within 14 calendar days of such request. Audits may be conducted without notice at any time at the discretion of the District.

(e) If District personnel observe that any purported MBE, WBE and SBE subcontractor other than those listed on the Utilization Plan are performing work or providing materials and/or equipment for those MBE and WBE subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation is taking place and progress payments may be withheld. The contractor will have the opportunity to meet with the Affirmative Action Administrator prior to a finding of noncompliance.

(f) Where a partial or total waiver of the Contract Goal(s) has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Goal(s), and the Administrator shall provide technical assistance with respect to such efforts. The Administrator shall require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill its commitments.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan or substitutions of the MBE(s), WBE(s) or SBE(s) listed in the Utilization Plan throughout the life of the contract without the prior, written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE, WBE or SBE subcontractor with its own forces or those of an affiliate, a non-certified firm or another MBE, WBE or SBE. Failure to obtain the prior, written approval of the Administrator in the format specified by the District shall constitute a breach of the contract, and subject the Prime Contractor to any and all available sanctions. The participation of certified firms that did not receive prior, written approval by the Administrator will not be counted towards the Contract Goal(s).

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE, WBE or SBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE, WBE, or SBE subcontractor fails or refuses to execute a written contract.

(2) The listed MBE, WBE or SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

(3) The listed MBE, WBE or SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state or local law.

(4) The Administrator has determined that the listed MBE, WBE or SBE subcontractor is not a responsible contractor.

(5) The listed MBE, WBE or SBE subcontractor voluntarily withdraws from the project and provides the Administrator written notice of its withdrawal.

(6) The listed MBE, WBE or SBE subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE, WBE or SBE owner dies or becomes disabled with the result that the listed MBE, WBE or SBE subcontractor is unable to complete its work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include where the Contractor seeks to terminate a MBE, WBE or SBE it relied upon to obtain the contract so that the Contractor can self-perform the work or substitute another MBE, WBE or SBE or non-certified subcontractor to perform the work for which the MBE, WBE or SBE was engaged or listed on the Utilization Plan.

(iii) The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE, WBE or SBE subcontractor for any reason, the Contractor must make Good Faith Efforts as defined herein to find a substitute MBE, WBE or SBE subcontractor for the original MBE, WBE or SBE to meet its MBE, WBE or SBE contractual commitment. Its Good Faith Efforts shall be directed at finding another MBE, WBE or SBE to perform or provide at least the same amount of work, material or service under the contract as the original MBE, WBE or SBE to the extent necessary to meet its MBE, WBE or SBE contractual commitment.

(v) The Prime Contractor must submit a MBE, WBE or SBE Subcontractor's Letter of Intent for each proposed new MBE, WBE or SBE subcontractor.

(vi) The Administrator will approve or disapprove the substitution based on the Prime Contractor's documented compliance with these provisions.

(h) In the event a Prime Contractor fails to achieve the level of MBE, WBE or SBE participation described in its Utilization Plan as the result of the District's deletion of the work to be performed by a MBE, WBE or SBE, the Prime Contractor shall notify the Administrator in writing and may request an amendment of its Utilization Plan. A letter of release signed by the subcontractor must be included with the request.

(i) In the event a Prime Contractor, in the performance of its contract, determines that the conditions of the work warrant a reduction in the scope of work to be performed by a MBE, WBE or SBE the Prime Contractor must utilize Good Faith Efforts to fulfill its MBE, WBE or SBE contractual commitment. The Prime Contractor must notify the Administrator in writing within 14 calendar days of the determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to reduce the scope of work, and the detailed reasons for the request. The Administrator will approve or disapprove the reduction based on the Prime Contractor's documented compliance with these provisions.

(j) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten percent (10%) of the original contract value, the

Prime Contractor shall increase the utilization of all MBEs, WBEs or SBEs, where feasible, so that the total value of the percentage of work performed by MBEs, WBEs or SBEs as to increased contract value bears the same relationship to the total value of the contract (as modified by change orders) as the percentage of MBEs, WBEs or SBEs utilization committed to in the contractor's original Utilization Plan.

Section 15. **Sanctions for Non-Compliance**

(a) Where the Administrator believes that the Prime Contractor or subcontractor has committed fraud or misrepresentation against the District or has failed to comply with this Ordinance or its contract, or provided false or fraudulent documentation, the Administrator shall notify the Prime Contractor and/or subcontractor in writing of such determination of noncompliance and withhold up to one hundred percent (100%) of the current progress or final payment due the Prime Contractor for up to 90 days. The amount to be withheld shall be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or subcontractor shall have the right to meet with the Administrator within 10 calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or subcontractor is in compliance.

(b) If the Administrator determines the Prime Contractor and/or subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator shall refer the matter to the Executive Director and the Executive Director may return the referral to the Administrator with direction or may direct the Prime Contractor and/or subcontractor to show cause on a date certain why further sanctions should not be imposed.

(i) The Prime Contractor or subcontractor shall have 15 calendar days after receipt of the show cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer shall be convened to provide the contractor and/or subcontractor an opportunity to be heard with respect to the non-compliance. Within 30 calendar days after the Executive Director's referral, the Hearing Officer shall schedule a hearing to be held within 30 calendar days of receipt of the referral for hearing at which the District, the contractor and/or subcontractor may present evidence of the purported violation and/or the absence thereof. The District will carry the burden of proof by a preponderance of the evidence. The Prime Contractor and/or subcontractor may present additional evidence and witnesses to show cause why sanctions should not be imposed. An official record will be kept with the Clerk of the District. All filings by the District or the respondents should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer shall conduct such show cause hearings involving the Ordinance and shall render findings of fact, conclusions of law and recommendations regarding disposition of the hearings. Procedures and rules governing the show cause hearings will be adopted by the Board of Commissioners. The Hearing Officer will not become co-counsel with any attorneys appearing before him/her at any time during the hearing.

(iii) All Show Cause Hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties shall be given the opportunity to present and respond to evidence. The Hearing Officer shall conduct a fair hearing and maintain order and shall abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within 30 calendar days after the hearing with the Prime Contractor and/or subcontractor, the Hearing Officer shall issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance and recommendations with respect to any appropriate sanctions. The Executive Director shall transmit the Hearing Officer's findings, conclusions and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or subcontractor's noncompliance with this Ordinance including, but not limited to:

(1) Withholding up to fifty percent (50%) of the current progress or final payment due the contractor until the Administrator determines that the contractor is in compliance. Following the withholding of up to fifty percent (50%) of the current progress payment, up to one hundred percent (100%) of further progress payments may be withheld until the contractor is found to be in compliance with the requirements of this Ordinance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made good faith efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or subcontractor from eligibility to bid on District construction contracts for a period of not less than one (1) year, and not more than three (3) years. An entity that is disqualified pursuant to the provisions of this Ordinance shall be precluded from participation on any District contract as a Prime Contractor, subcontractor and supplier for the period of disqualification. In cases of the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months, and not more than three (3) years for the second violation of the Ordinance and not less than twenty-four (24) months and not more than three (3) years for the third violation of the Ordinance from the date of disqualification established in the Board Order.

(3) Rejecting bids by the Prime Contractor for other contract(s) not yet awarded to that Bidder in instances of the use of false documentation, the making of false statements, fraud or misrepresentation.

(4) For any MBE, WBE or SBE that has misrepresented its MBE, WBE or SBE status and/or failed to operate as an independent business concern performing a Commercially Useful Function, declaring by the Director that the MBE, WBE or SBE ineligible to participate as a MBE, WBE or SBE in District contracts. A firm that has been declared ineligible may not participate as a MBE, WBE or SBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE, WBE goal commitment that the contractor has failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action.

(c) The Administrator and Director will take action to prevent a contract from being awarded to a Prime Contractor or first-tier subcontractor disqualified from bidding hereunder for the period of disqualification.

(d) The District's attorneys' fees and costs will be assessed against the Prime Contractor and/or subcontractor where the Hearing Officer makes a finding that the Prime

Contractor or subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(e) Notice of sanctions imposed by the Board of Commissioners for violations of the Ordinance by the Prime Contractor, subcontractor and/or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's web site, publication in any type of media, newspaper publication and direct notice by letter to governmental entities.

(f) Any sanctions imposed against an entity shall also apply personally to all officers and directors of the entity or partners of the entity, and their successors and assigns with knowledge of the acts and omissions that give rise to the sanctions against the entity.

(g) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section *16.* **Other Federal Regulations**

The provisions of this Ordinance shall not apply to any contract to the extent that different procedures or standards are required by any law or regulation of the United States and nothing herein shall be interpreted to diminish or supplant the present Equal Employment Opportunity Requirements contained in Appendices B, C, G, and I of Grant funded contracts or Appendix C of non-Grant funded contracts.

Section 17. **Reporting and Review**

The Board of Commissioners directs the District staff to report to the Board of Commissioners on an annual basis with respect to the following:

(a) The level of MBE, WBE or SBE participation achieved in each year in District construction contracts subject to Appendix D.

(b) Identification of any problems with the enforcement of Appendix D; and

(c) Any recommendations with respect to improving the implementation of Appendix D.

Section 18. **Sunset Provision**

This Appendix D shall be reviewed no later than five years from its adoption and shall expire on June 4, 2020 unless the District finds that its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory market in the Metropolitan Chicago construction industry.

Section 19. **Repeal of Prior Inconsistent Provisions**

All enactments and provisions heretofore adopted by this Board of Commissioners in the area of affirmative action in connection with construction contracts subject to this Ordinance that are inconsistent with the provisions of this Ordinance are hereby expressly repealed.

Section 20. **Severability**

If any clause, sentence, paragraph, section or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this Ordinance directly involved in the controversy in which the judgment shall have been rendered.

Section 21. **Effective Dates**

This amendment to revised Appendix D shall be effective and apply to all bids for contracts advertised after June 4, 2015.

ADOPTED:

Mariyana T. Spyropoulos, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:

Helen S. Wright
Head Assistant Attorney

Ronald M. Hill
General Counsel

EXHIBIT 5

REVISED JUNE, 2015

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

MBE, WBE, SBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: ______________________________

Contract No.: ______________________________

Affirmative Action Contact & Phone No.: ______________________________

E-Mail Address: ______________________________

Total Bid: ______________________________

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: ______________________

Business Phone Number: ______________ Email Address: ______________

Address: ______________________

Description of Work, Services or Supplies to be provided: ______________________

____

CONTRACT ITEM NO.: ______________________

Total Dollar Amount Participation: ______________________

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE UTILIZATION

Name of MBE and contact person: ______________________

Business Phone Number: ______________ Email Address: ______________

Address: ______________________

Description of Work, Services or Supplies to be provided: ______________________

____

CONTRACT ITEM NO.: ______________________

Total Dollar Amount Participation: ______________________

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE UTILIZATION

Name of MBE and contact person: ______________________

Business Phone Number: ______________ Email Address: ______________

Address: ______________________

Description of Work, Services or Supplies to be provided: ______________________

____

CONTRACT ITEM NO.: ______________________

Total Dollar Amount Participation: ______________________

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: ______________________

Business Phone Number: ______________ Email Address: ______________

Address: ______________________

Description of Work, Services or Supplies to be provided: ______________________

____

CONTRACT ITEM NO.: ______________________

Total Dollar Amount Participation: ______________________

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here: ☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: ______________________

Business Phone Number: ______________ Email Address: ______________

Address: ______________________

Description of Work, Services or Supplies to be provided: ______________________

____

CONTRACT ITEM NO.: ______________________

Total Dollar Amount Participation: ______________________

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here: ☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: ______________________

Business Phone Number: ______________ Email Address: ______________

Address: ______________________

Description of Work, Services or Supplies to be provided: ______________________

____

CONTRACT ITEM NO.: ______________________

Total Dollar Amount Participation: ______________________

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here: ☐ YES ☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

SBE UTILIZATION

Name of SBE and contact person: ______

Business Phone Number: ______ Email Address: ______

Address: ______

Description of Work, Services or Supplies to be provided: ______

______

CONTRACT ITEM NO.: ______

Total Dollar Amount Participation: ______

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SBE UTILIZATION

Name of SBE and contact person: ______

Business Phone Number: ______ Email Address: ______

Address: ______

Description of Work, Services or Supplies to be provided: ______

______

CONTRACT ITEM NO.: ______

Total Dollar Amount Participation: ______

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SBE UTILIZATION

Name of SBE and contact person: ______

Business Phone Number: ______ Email Address: ______

Address: ______

Description of Work, Services or Supplies to be provided: ______

______

CONTRACT ITEM NO.: ______

Total Dollar Amount Participation: ______

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

SIGNATURE SECTION

On Behalf of ______________________________ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

______________________ ______________________

Date *Signature of Authorized officer*

ATTEST:

____

Print name and title

____

Secretary

____

Phone number

1) **The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**

2) **Failure to do so will result in a nonresponsive bid and rejection of the bid.**

3) If a waiver is requested, the bidder must also complete the following **"WAIVER REQUEST FORM."**

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

Page Intentionally

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WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: ______________________________

Name of Bidder: ______________________________

Contact Person and Phone Number: ________________

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 12 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE, WBE, SBE Utilization Plan or achieve a particular goal for MBE, WBE, SBE participation in the contract. The reasons for the request are as follows:

____

____

____

____

On Behalf of ______________________________ I/We hereby acknowledge that
(name of company)
I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed in the MBE, WBE, SBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

______________________ ______________________
Date *Signature of Authorized officer*

ATTEST:

____
Print name and title

____
Secretary

____
Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D15-D16, Section 12. Utilization Plan Submission (e), (i)(i)-(xi).

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

Page Intentionally

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MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) ______________________________ and the MWRDGC

RE: Contract Name: (Insert Name) ______________________________

Contract Number: (Insert Number) ______________________________

From: (Name of MBE/WBE/SBE Firm) ______________

MBE: Yes ___ No ___
WBE: Yes ___ No ___
SBE: Yes ___ No ___

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

____

____

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

$______________ ______________________________

(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

____

(Signature of Owner, President or Authorized Agent of MBE/WBE/SBE)

____

Name/Title (Print)

Date______________________________ Phone______________________________

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

EXHIBIT 6

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: **This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.**

Contract Title: ______________________________

Contract Number: ______________________________

Prime Contractor's Name: ______________________________

Prime's Contact Name: ______________________ Estimated Completion Date: ______________

Prime's Contact Phone #: ( ) ______________________ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: ______________________________

Title: ______________________________

Signature: ______________________________
(Signature of Affiant)

Date: ______________________________

State of ____________________ County (City) of ____________________

This instrument was SUBSCRIBED and SWORN TO before me on ______________________________

____
Signature of Notary Public

Item: Ordinance - Code Amendment - Chapter 18 - Bicycle Equipment

Department: Police/Legal

A potential safety issue has been raised as it relates to Police Officers assigned to the Bicycle Patrol Unit. In the discharge of their duties, officers have often found themselves in a position where they must either clear pedestrians from their path while riding at speed or engage a motorist for some sort of traffic violation or in the investigation of a suspicious incident. The bell affixed to their bicycle unit is often ineffective in gaining the attention of those they are trying to engage. A more efficient means of drawing necessary attention to themselves in the performance of these duties would be a bicycle appropriate siren attached to the police bicycles. Such a siren is available and would make our officers and citizens safer.

The existing Village Code related to bicycle equipment precludes any siren or whistle being attached to a bicycle. An amendment to Section 18-501 of the Code, Bicycle Equipment, would allow a siren to be attached to law enforcement personnel bicycles.

RECOMMENDATION

It is recommended that the Village Board approve the attached Ordinance Amending Chapter 18 of the Arlington Heights Municipal Code to allow sirens on law enforcement personnel bicycles.

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	**Type**
Section 18-501 - Bicycle Equipment	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 Section 18-501, Bicycle Equipment, in Chapter 18, Traffic, of the Arlington Heights Municipal Code is hereby amended as follows: (the language being deleted is stricken and the language being added is highlighted):

> **Section 18-501 Bicycle Equipment.** No person shall operate a bicycle not equipped with a bell or other device capable of giving a signal audible for a distance of at least 100 feet, except that a bicycle shall not be equipped with nor shall any person use ~~upon~~ a bicycle with any siren or whistle, other than law enforcement personnel.

SECTION TWO: The various provisions of this Ordinance are to be considered severable, and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION THREE: This Ordinance repeals all ordinances or parts of ordinances in conflict with the provisions hereof and, except as set forth in this Section, shall be in full force and affect from and after its passage, approval and publication in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 18th day of June, 2018.

____
Village President

ATTEST:

____
Village Clerk

Item: Ordinance - Redevelopment Agreement - TIF Hickory/Kensington Area

Department: Planning/Legal

The Village Board previously adopted the Hickory Kensington Tax Increment Financing District in July, 2014 in order to implement the redevelopment plan for the area. The Village has been negotiating a redevelopment agreement with developer Guido Neri and Ben Pecoraro. The developer proposes a 76 unit apartment building with approximately 3,500 square feet of commercial space. The developer has submitted for zoning approvals and anticipates construction starting in August 2018. The proposal is consistent with the Hickory Kensington Area Plan.

Terms of the redevelopment agreement include the following:

1. The Village will pay for the costs of public improvements in an amount not-to-exceed $800,000, including the construction of Campbell Street at the northern portion of the site and the streetscape improvements along Hickory Avenue and Kensington Road.
2. The land north of the Campbell Street roadway will be acquired by the Village from the developer for $700,000. This land will be landbanked for possible future development, but also in the near future may be used for business employee parking.
3. The developer seeks up to $120,000 annually for up to 8 years to meet their net operating income requirements relating to their debt coverage ratios. The developer will be required to submit their financials for the building on an annual basis for review by the Village.

The current fund balance for this TIF District and projected tax increment will be sufficient to cover all obligations of the Village per the agreement. The current fund balance is $825,000 and the Village is receiving approximately $450,000 annual TIF increment. This project is estimated to add an additional $250,000 in annual increment.

Recommendation

It is recommended that the Village Board approve the attached Ordinance Approving a Redevelopment Agreement between 4 North Hickory, LLC and the Village of Arlington Heights and authorize the Village President to sign the

Agreement.

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	Type
Hickory Kensington Redvelopment Agreement	Ordinance

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND 4 NORTH HICKORY, LLC

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

SECTION ONE: That 4 North Hickory, LLC, is the developer of the property known as the TIF Hickory Kensington Area.

SECTION TWO: That the Redevelopment Agreement by and between the Village of Arlington Heights and 4 North Hickory, LLC, dated June 18, 2018, concerning redevelopment of the property described in Exhibit A of the Agreement, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION THREE: The Village President and Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

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

AYES:

NAYS:

PASSED AND APPROVED this 18th day of June, 2018.

ATTEST:

____
Village President

____
Village Clerk

REDEVELOPMENT AGREEMENT
BETWEEN 4 NORTH HICKORY, LLC AND
THE VILLAGE OF ARLINGTON HEIGHTS

THIS REDEVELOPMENT AGREEMENT ("Agreement") is dated as of the _____ day of _____ 2018, by and between the Village of Arlington Heights, an Illinois home rule municipal corporation, with its principal office located at 33 South Arlington Heights Road, Arlington Heights, Illinois 60005 ("Village"), and 4 North Hickory, LLC, an Illinois limited liability company, with its principal office at 3475 Kirchoff Road, Rolling Meadows, Illinois 60008 ("Developer").

WHEREAS, as a home rule unit of government duly organized under the general laws of the State of Illinois, the Village has the power to regulate for the protection of the public health, safety and welfare of its inhabitants, and, pursuant thereto, has the power to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to create employment opportunities, and to enter into contractual agreements with private parties in order to achieve these goals;

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act") to finance redevelopment in accordance with the conditions and requirements set forth in the Act;

WHEREAS, the Village prepared a Redevelopment Plan and Project ("Redevelopment Plan") affecting and including the land legally described in the Hickory/Kensington Redevelopment Plan ("Redevelopment Area");

WHEREAS, on July 21, 2014, the Village Board, after giving all notices required by law, and after conducting all public hearings required by law, enacted the following ordinances (collectively, the "TIF Ordinances"):

1. Ordinance No. 14-033, titled "An Ordinance of the Village of Arlington Heights, Cook County, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Hickory/Kensington Area".
2. Ordinance No. 14-034, titled "An Ordinance of the Village of Arlington Heights, Cook County, Illinois, Designating the Hickory/Kensington Area a Redevelopment Project Area Pursuant to the Real Property Tax Increment Allocation Redevelopment Project Act"; and
3. Ordinance No. 14-035, titled "An Ordinance of the Village of Arlington Heights, Cook County, Illinois, Adopting Tax Increment Allocation Financing for the Hickory/Kensington Area;

WHEREAS, the Developer desires to purchase a portion of land ("Land") located in the Redevelopment Area commonly known as 4 North Hickory Street, Arlington Heights, Illinois, P.I.N.s 03-29-405-003-0000 and 02-29-408-003, legally described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, upon its acquisition of the Land, Developer intends to construct a mixed use building as further described in Article I ("Project") on that portion of the Land described on Exhibit A-3 attached hereto and incorporated herein and referred to as the "Property";

WHEREAS, Developer has notified the Village that, given the costs associated with the purchase of the Property and the construction of the Project and the Public Way, the Project will not be possible or feasible without financial assistance from the Village;

WHEREAS, the Village is desirous of fostering the development of the Property to increase its property tax base and the real property tax base of taxing districts of the community and to provide retailer occupation sales tax from the commercial uses of the Property; and

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

The representations set forth in the foregoing recitals are a material part of this Agreement and are hereby incorporated into and made a part of this Agreement and constitute representations, warranties and agreements of the respective parties.

After its acquisition of the Land, Developer intends to (a) sell to the Village the northern portion of the Land ("Northern Parcel"), which is legally described on Exhibit A-1 attached hereto and incorporated herein by reference; (b) to construct a public way ("Public Way") on that portion of the Land legally described on Exhibit A-2 attached hereto and incorporated herein by reference, and thereafter convey same to the Village, and (c) construct a five story mixed-use building consisting of approximately 76 residential rental units, a roof top deck for use by the residential tenants, approximately 3435 square feet of retail space on the first floor, as well as 86 indoor parking spaces (to be used exclusively by the residential tenants) and 31 exterior parking spaces. That portion of the Land upon which the Project shall be built is legally described on Exhibit A-3 attached hereto and incorporated herein by reference and shall to as the "Property".

Actual development of the Land is dependent on Developer receiving all required approvals. The Parties understand that the parameters of the Project may be revised in accordance with submittal, review and approval by the Village and in accordance with final construction plans.

ARTICLE II
UNDERTAKINGS ON THE PART OF THE VILLAGE

2.1. Purchase of Property. The Village agrees to purchase the Northern Parcel from the Developer for $700,000. The Northern Parcel shall be conveyed by Developer to the Village via warranty deed at a title company ("Title Company") mutually agreeable to the parties. The Village agrees to pay for its title policy and recording fees. Prior to closing, the Village will have the opportunity to review all environmental studies for the Northern Parcel. In addition, the Village may choose to have its own environmental studies performed on the Northern Parcel. The purchase of the Northern Parcel will not take place unless the Village is satisfied that there are no environmental concerns (after notice from the Village and opportunity to cure by the Developer), the Developer has provided proof that its bank loan for the Project has been obtained and is open, and permits have been issued for the foundations for the building.

2.2. Tax Increment Financing. Tax increment financing, implemented in accordance with the terms and provisions of the Act and this Agreement, is intended to be one of the sources of funding for the Project. In this regard, the Village agrees to maintain a special tax allocation fund ("Special Tax Allocation Fund") for the deposit of incremental property taxes required by the Act and the Plan and approved by the Village into which the Village will deposit incremental real property tax revenues pursuant to Section 2.4 below.

2.3 Annual Reports. The Village shall maintain eligibility of the Hickory/Kensington Redevelopment Project Area to receive tax increment financing through the preparation and maintenance of annual reports and other mandates as may be required by the Act.

2.4. Village Deposits. The Village shall deposit 100% of the incremental property taxes actually received from the Project ("Incremental Property Taxes") in the Hickory Kensington Tax Allocation Fund ("Fund").

2.5 Annual Accounting. The Village has an annual audit conducted on all of its funds. The audit is conducted in accordance with generally accepted accounting principles as applied to Illinois municipalities and in accordance with the provisions of the Act. After it is reviewed and accepted by the Village Board, the annual audit is available on the Village's website.

2.6. Allocation of Incremental Project Property Taxes. The amounts of Incremental Project Property Taxes actually received and deposited from time to time into the Fund by the Village shall be allocated as follows:

a) Up to $800,000 shall be paid by the Village to Developer to reimburse Developer for costs associated with the construction of the Public Way, including the streetscape. Prior to reimbursement, all costs must be certified, including the cost of the land for the Public Way. The Village may pay up to 90% of the costs as set forth on verified invoices associated with the construction of the Public Way. The Village will make every effort to review all invoices within 20 days and submit appropriate invoices for payment within 30 days after review is complete. One half of the remaining ten percent will be paid only after completion of construction of the Project and the final coat is put on the Public Way. The remaining one half of the ten percent shall be paid only after six months or one winter season has passed since the final coat. The cost for the land for the Public Way will be paid after the Public Way is dedicated and only after review of appropriate documentation as to the cost of the land.

b) For the first eight years after stabilized occupancy during the Term of the Agreement, the Village shall disburse to Developer an annual amount no greater than $120,000 with a cumulative distribution no greater than $960,000 ("Maximum Distribution Amount"). This distribution is specifically subject to the Village receipt from Cook County real estate tax increment equal to or greater than the increment generated from this Project and sufficient funds in the TIF account. The first payment shall not be requested until at least 12 months after stabilized occupancy of the Project. The Stabilized Occupancy date shall be 12 months after a Final Certificate of Occupancy has been issued. Annual requests shall be tied to a calendar year – January 1 through December 31.

In order for the Developer to receive any annual payment, the Developer must demonstrate need, which should be tied to the required cash on cash return per Exhibit D, dated 12/14/2017. The Developer shall submit an audited Project Pro Forma for the prior calendar year which includes Income, Expenses, Net Operating Income (NOI) and Debt Service. If the NOI funds are not sufficient to meet the required cash on cash return, then the Village shall provide assistance to supplement the NOI to the extent necessary to meet the cash on cash return up to $120,000 annually for the first eight years. For purposes of calculating the annual payment, expenses shall be capped at 37% of costs in any single year.

2.7 Payments to Developer. Provided that there is no interference with Developer's completion of the Public Way, the Village reserves the right to inspect all work regarding a submitted request for reimbursement and to examine Developer's records relating to all TIF Eligible Costs. The Village shall have 20 days after the receipt of a written request for reimbursement from Developer to review the requested disbursement of funds. In the event that the Village finds an error in the request for reimbursement or that the work performed is inconsistent with the Plans, the Village shall specify in writing to Developer such error in reasonable detail (each, a "Deficiency Notice") within such 20-day review period. In the event of delivery of a Deficiency Notice to Developer, Developer shall endeavor to correct the work in question prior to approval of the portion of the request affected; provided, however, that all funding related to portions not affected by such error shall be promptly remitted to Developer. If the Village fails to deliver a Deficiency Notice within the 20-day period aforesaid, it shall be conclusively presumed that the Village has approved of the request for reimbursement.

With regard to the disbursement of funds described in Section 2.6(b), for each year during the Term of the Agreement, Developer shall present to the Village a request for payment in the form attached hereto as Exhibit C. The Village shall have 20 days after receipt to review the request and, if it meets all requirements, schedule approval of the requested disbursement of funds within 30 days after the review is complete. Any required payments to school districts shall be made prior to any annual payment due to the Developer.

2.8 Certificate of Completion. In accordance with current Village practice, upon satisfactory completion of construction of the Public Way and satisfactory substantial completion of construction of the Project (as provided for in Section 3.1), the Village shall issue to Developer certificates of completion ("Certificate") certifying that Developer has fulfilled its obligation to complete the Public Way and the Project, as the case may be, in accordance with the terms of the Agreement.

2.9 No Amendment of Redevelopment Plan. The Village agrees that it will not revoke or amend the Redevelopment Plan and the Redevelopment Project Area or any of the ordinances adopted by the Village relating thereto or this Agreement if such revocation or amendment would prevent or materially impair the development of the Project by Developer or interfere with the reimbursement by the Village of the TIF Eligible Costs in accordance with this Agreement.

2.10. Confidentiality. The Village shall keep all information provided to it, pursuant to the terms of this Agreement, confidential between it and Developer and shall not divulge any of said information, without prior written approval of Developer, but shall use such information only for the purposes of this Agreement, unless otherwise provided by law.

2.11 Payment from TIF Increment Only. The amount due under this Agreement is a special limited obligation of the Village and shall be paid solely from TIF funds during the natural life of the Hickory/Kensington TIF Fund. This obligation shall not be secured by the full faith and credit of the Village.

ARTICLE III
DEVELOPER'S OBLIGATIONS

3.1. Construction of the Project. Developer agrees to develop and construct the Project in accordance with construction documents and drawings (the "Plans") which shall be approved by the Village consistent with Exhibit F. The Developer has provided to the Village, as part of this Agreement, a Project Timeline as depicted in Exhibit E. This Timeline sets forth the anticipated dates for the following:

a. Submit for zoning approval
b. Complete zoning process
c. Submit permits
d. Start construction
e. Complete construction

Within 30 days after substantial completion of the Project, Developer shall deliver to the Village a certification of all costs expended by Developer with regard to construction of the Project; financing costs, including interest assistance, surveys and plans; professional services, such as architectural, engineering and legal, and site preparation of the Property.

3.2 Construction of the Public Way. In order to improve vehicular flow in the neighborhood in which the Project is located, the parties agree that Developer, subsequent to its acquisition of the Land, agrees to construct on a portion of the Land identified on Exhibit A-2 the Public Way in accordance with the Village specifications for construction of public streets. Upon completion of the Public Way, as evidenced by Village acceptance of the construction and payment to Developer of any remaining costs related to the construction of the Public Way, the Developer shall dedicate the Public Way to the Village.

3.3 TIF Eligible Project Costs. A list of TIF eligible costs ("TIF Eligible Costs") relating to the development and construction of the Project and the Public Way is attached hereto as Exhibit B and made a part hereof. This exhibit shall include the actual cost of acquisition for the Public Way, the estimated for the public improvements for the Public Way, and the estimated costs for the streetscape public improvements for the Public Way.

3.4 Receipt of Funds. As set forth in Section 2.6(a) relating to the construction of the Public Way, Developer shall submit written requests for reimbursement of TIF Eligible Costs setting forth the amount for which payment is requested. The request for reimbursement shall be accompanied by such bills, contracts, invoices and lien waivers as the Village shall reasonably require to evidence appropriate payment of the TIF Eligible Costs for which reimbursement is sought; provided, however, the parties agree that delivery by Developer of a Sworn Owner's Statement and a Sworn Contractor's Statement for the work (or portion thereof) regarding the costs of which Developer is seeking reimbursement as a TIF Eligible Cost shall be sufficient evidence to reimbursement of such TIF Eligible Costs. In any event, each request for reimbursement shall include a statement from Developer that each expense mentioned therein has been properly incurred and that, to the best of Developer's knowledge, the work that is the subject of such request for reimbursement has been performed substantially in accordance with the Plans (as defined in Section 3.1).

3.5 Zoning. Developer understands and agrees that development of the Project can only be undertaken in accordance with a planned unit development ordinance ("Planned Unit Development") to be approved by the Village. The Village agrees to cooperate and work expeditiously with Developer regarding the process for the approval of the Planned Unit Development. If the Village Board does not adopt an ordinance approving the Developer's Project, this Agreement shall be null and void.

3.6. Compliance with Applicable Codes. Developer shall comply with all applicable zoning ordinances and regulations, building codes, fire codes and all other applicable Village ordinances, resolutions and regulations regarding the construction and operation of the Project.

3.7. Compliance with Laws. Developer shall comply or diligently pursue compliance with all applicable laws, rules and regulations of the State of Illinois, the United States of America, codes, ordinances and regulations of the Village and all agencies having jurisdiction over Developer.

3.8. Prevailing Wage Act. Developer acknowledges that, to the extent applicable, regarding the construction of the Public Way, it shall comply with the Illinois Prevailing Wage Act, 820 ILCS 13010.01 *et seq.* ("Act").

3.9. No Gifts. Developer, to the best of its knowledge, covenants that no officer, member, manager or employee of Developer has made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

3.10. Conflicts of Interest. Pursuant to Section 5/11-74.14-4(n) of the Act, 65 ILCS 5/11-74.4-4(n), Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village, or any consultant hired by the Village or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest in the Property, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business or the Property.

ARTICLE IV
TERM AND TERMINATION OF AGREEMENT

4.1. Term of the Agreement. The Term of the Agreement ("Term of the Agreement") shall commence on the Execution Date and shall terminate upon the last payment of TIF Funding by the Village to Developer pursuant to this Agreement.

4.2. Termination upon Incentive Cap. In the event the Village's Maximum Distribution Amount of $960,000 is met prior to the expiration of the Term of the Agreement pursuant to Section 4.1, this Agreement shall automatically terminate upon said Village Maximum Distribution Amount being paid to Developer.

ARTICLE V
RESTRICTIONS

Developer shall adhere to a policy of equal opportunity for employment by Developer regarding the construction and operation of the Project and will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sexual orientation, gender or national origin. Developer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment by Developer without regard to race, color, religion, sexual orientation, gender or national origin. The parties understand and agree that this covenant being made by Developer to the Village does not include any representation by Developer regarding the actions of the commercial tenants at the Project.

ARTICLE VI
AUTHORIZATION AND ENFORCEABILITY

6.1. Village Authority. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on the part of the Village's Board of Trustees, including, without limitation, adoption of an appropriate resolution authorizing execution of this Agreement.

6.2. Developer Authority. Developer hereby represents to the Village that it has full power to execute, deliver and perform the terms and obligations of this Agreement; and that this Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

6.3. Developer Existence. During the Term of the Agreement, Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.

6.4. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the parties as creating the relationship of principal and agent, or of any partnership or joint venture.

6.5. Non-Conflict or Breach. Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or ventures is now a party or by which Developer or any of its partners or its ventures is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its ventures under the terms of any instrument or agreement to which Developer, any related party or any of its partners or ventures is now a party or by which Developer, any related party or any of its ventures is bound.

ARTICLE VII
DEFAULTS

7.1. Timely Performance. Failure or delay by any party to timely perform any representation, warranty, covenant, agreement, term or condition of this Agreement after written notice thereof shall constitute an "event of default" under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The party claiming such event of default shall give written notice of the claimed event of default to the other party, specifying the event of default. Unless an event of default is cured in full within 30 days after service of notice by the party, unless as otherwise provided in Section 7.2, that party shall be relieved of any and all of its obligations arising pursuant to this Agreement, and such obligations shall be immediately canceled and without any force or effect.

7.2. Cure of Default. If such event of default is cured within such 30 day period, the event of default shall not be deemed to constitute a default under this Agreement. If the event of default is one which cannot reasonably be cured within such 30 day period, upon request, the cure period shall be extended for such time as is reasonably necessary for the curing of the same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the default shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided in this Article VII shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default.

7.3. Enforcement of Default. In the event of a default, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation, covenant or agreement. Upon an occurrence of an event of default, the defaulting party shall reimburse the non-defaulting party for all costs incurred in seeking to enforce such obligation, covenant or agreement, including but not limited to costs incurred by use of its employees and attorneys.

ARTICLE VIII
RELEASE AND INDEMNIFICATION

8.1. Release and Indemnification. The indemnifications and covenants contained in this Article shall survive termination or expiration of this Agreement for a period of two years following the expiration of the Term of the Agreement.

8.2. Hold Harmless. Developer shall hold harmless, indemnify and defend the Village and its governing body members, officers, agents, employees and independent contractors from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages costs, expenses and reasonable attorney's fees brought by third parties arising from any and all conduct of Developer, its independent contractors, officers, agents, employees, representatives or any other person in connection with the construction and operation of the Project, other than that caused by the negligent acts of the Village.

8.3. Liability of Village. Except for the negligent actions of the Village, the Village and its governing body members, officers, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or with regard to the construction and/or operation of the Project.

8.4. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the Village shall be personally liable to Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

8.5. Covenant Not to Sue. Developer covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid hereunder, subject to the terms and conditions contained herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, attorneys, representatives or employees in excess of such amounts, all and any such rights or claims against the Village, its officers, agents, attorneys, representatives or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1. Entire Agreement. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the Village and Developer regarding the Property, and may not be modified or amended except by a written instrument executed by both of the parties hereto. Each party acknowledges that no representation or warranties have been made which have not been set forth herein.

9.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement intended to relieve or discharge the obligation or liability of any third person to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

9.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one (1) Agreement.

9.4. Special and Limited Obligations. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged. The Village pledges to the payment of its obligations hereunder solely and only from the Incremental Property Tax revenues set forth herein, if, as and when received and not otherwise.

9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither Developer nor the Village shall be deemed in default with respect to any performance obligations under this Agreement or their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which, if claimed in writing, delivered within 30 days of the event giving rise to constitute an "unavoidable delay"): acts of nature, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts or omissions, newly enacted governmental restriction, regulation or control, injunctions, failure of suppliers, subcontractors, and/or carriers, shortage or delays in delivery or materials, labor strikes and other like events that are beyond the reasonable anticipation and control of Developer or the Village.

9.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

9.7. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

9.8. Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third day from and including date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows, unless another address is provided in writing:

To Developer:	4 North Hickory, LLC Attn: Ben Pecoraro 3475 Kirchoff Road Rolling Meadows, Illinois 60008 (847)773-7136
With a copy to:	Guido Neri 444 N. Northwest Highway, Suite 355 Park Ridge, Illinois 60068 (847) 825-9400
And to:	Fisher Cohen Waldman Shapiro, LLP Attn: Mark Lenz 1247 Waukegan Rd #100 Glenview, Illinois 60025 (224) 260-3090
To the Village:	Village of Arlington Heights Attn: Village Manager 33 North Arlington Heights Road Arlington Heights, Illinois 60005 (847) 368-5000

9.9. Successor in Interest. The Agreement shall be binding upon and to the benefit of the parties hereto and their respective authorized successors and assigns; provided, however, that Developer may not assign its right under this Agreement without the express written approval of the Village which shall not be unreasonably withheld.

9.10. Caption, The caption, section and article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.11. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

9.12 Mutual Assistance. The Village and Developer agree to take such action, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), supplemental hereto as may reasonably be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to the extent legally permitted.

9.13. Conflict of Interest. No member of the Board of Trustees, or any branch of the Village's government who has any power of review or approval of any of Developer's undertakings shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested.

IN WITNESS WHEREOF, the Village and Developer have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as to the date first above written.

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS
Attest:

By: ____________________________ By: ____________________________ Name:
Name:
Its: Village Manager Its: Village Clerk

Date: ____________________________

4 NORTH HICKORY, LLC **Attest:**

By: ____________________________ By: ____________________________
Name: GUIDO C. NEZ Name:
~~Its:~~ Its: MANAGER,

Date: June 12, 2018

VICKY LOTITO
Official Seal
Notary Public – State of Illinois
My Commission Expires Jul 25, 2021

EXHIBIT A

LEGAL DESCIRPTION OF THE PROPERTY

PARCEL 1:

LOTS 31 TO 36 BOTH INCLUSIVE IN BLOCK 2 IN DUNTON AND BIGSBY ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF THE WEST 960 FEET OF THE SOUTH WEST ¼ OF THE SOUTH EAST ¼ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF BLOCK 3 IN DUNTON AND BIGSBY ADDITION TO ARLINGTON HEIGHTS AFORESAID, EXCEPT THAT PART OF SAID BLOCK 3 CONDEMNED FOR ROAD IN COUNTY COURT OF COOK COUNTY, ILLINOIS, AS CASE NO. 50638 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID BLOCK, THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID OF BLOCK 11.78 FEET; THENCE EASTERLY ALONG THE ARC OF THE CIRCLE OF 1017.14 FEET RADIUS CONVEX TO THE SOUTH WEST TO A POINT IN THE SOUTH LINE OF SAID BLOCK THAT IS SOUTH 154.35 FEET TO THE POINT OF BEGINNING, ALSO OF THE SOUTH ½ OF ALL THAT PART OF PEORIA STREET (NOW KNOWN AS CAMPBELL STREET) LYING BETWEEN THE EAST LINE OF WESTERN AVENUE (NOW KNOWN AS DOUGLAS AVENUE) AND WEST LINE OF EVERGREEN AVENUE (NOW KNOWN AS HICKORY AVENUE) IN DUNTON AND BIGSBY ADDITION TO ARLINGTON HEIGHTS AFORESAID NORTH AND ADJOINING BLOCK 3, AND THE NORTH ½ OF ALL THAT PART OF PEORIA STREET (NOW KNOWN AS CAMPBELL STREET) LYING BETWEEN THE EAST LINE OF WESTERN AVENUE (NOW KNOW AS DOUGLAS AVENUE) AND THE WEST LINE OF EVERGREEN AVENUE (NOW KNOWN AS HICKORY AVENUE) IN DUNTON AND BIGSBSY ADDITION TO ARLINGTON HEIGHTS AFORESAID SOUTH AND ADJOINING LOT 36 IN BLOCK 2 ALL LYING EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF THE SOUTH LINE OF SAID BLOCK 3 AT THE GAUGE OF WEST RAIL OF EXISTING SWITCH TRACK OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY, SAID POINT BEING 120.89 FEET EAST (MEASURED ALONG THE SAID SOUTH LINE OF SAID BLOCK 3) OF THE SOUTH WEST CORNER OF SAID BLOCK 3; THENCE NORTH 373.11 FEET ALONG A LINE (BEING SAID GAUGE) WHICHEXTENDED NORTH INTERSECTS THE CENTER OF SAID VACATED CAMPBELL STREET AT A POINT 122.30 FEET EAST (MEASURED ALONG THE CENTER OF SAID VACATED CAMPBELL STREET) OF WEST LINE OF SAID BLOCK3 EXTENDED NORTH; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE A SITANCE OF 3 FEET; THENCE NORTH PERPENDICULAR TO LAST DESCRIBED COURSE 8.64 FEET; THENCE WEST PERPENDICULAR TO LAST DESCRIBED COURSE 3 FEET; THENCE NORTH 28.25 FEET TO CENTER OF VACATED CAMPBELL STREET AT SAID POINT 122.30 FEET EAST (MEASURED ALONG CENTER OF VACATED CAMPBELL STREET) OF THE WEST LINE OF SAID BLOCK 3 EXTENDED NORTH; THENCE EAST 12.70 FEET ALONG CENTER OF SAID VACATED CAMPBELL STREET: THENCE NORTH 25 FEET TO SOUTH WEST CONRNER OF LOT 36 IN BLOCK 2 I DUNTON AND BIGSBY ADDITION AFORESAID, ALL IN COOK COUNTY, ILLINOIS

EXHIBIT A-1
Legal Description of Land sale to Village

THAT PART OF LOTS 31 TO 36 BOTH INCLUSIVE IN BLOCK 2 IN DUNTON AND BIGSBY ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF THE WEST 960 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 31, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF HICKORY AVENUE (FORMERLY KNOWN AS EVERGREEN AVENUE); THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 141.92 FEET, TO A LINE 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 36; THENCE NORTH 89 DEGREES 51 MINUTES 02 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 135.04 FEET, TO THE WEST LINE OF SAID LOT 36; THENCE NORTH 00 DEGREES 07 MINUTES 48 SECONDS WEST, ALONG SAID WEST LINE OF LOT 36 AND WEST LINE OF LOTS 35, 34, 33, 32 AND 31, A DISTANCE OF 142.00 FEET, TO THE NORTHWEST CORNER OF LOT 31; THENCE SOUTH 89 DEGREES 48 MINUTES 50 SECONDS EAST, ALONG NORTH LINE OF SAID LOT 31, A DISTANCE OF 135.05 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING 0.440 ACRES OR 19,171 SQUARE FEET MORE OR LESS.

ALSO TO BE KNOWN AS LOT 2 IN 4 NORTH SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

EXHIBIT A-2
Legal Description of Campbell Street Right of Way

THAT PART OF LOT 36 IN BLOCK 2 AND BLOCK 3 ALL IN DUNTON AND BIGSBY ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF THE WEST 960 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF VACATED CAMPBELL STREET PER DOCUMENT NUMBER 15547124 (PREVIOUSLY KNOWN AS PEORIA STREET) DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF HICKORY AVENUE (FORMERLY KNOWN AS EVERGREEN AVENUE) AND A LINE 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 36 IN BLOCK 2; THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 66.00 FEET, TO A LINE 8.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 3; THENCE NORTH 89 DEGREES 51 MINUTES 02 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 144.94 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 38 SECONDS EAST, A DISTANCE OF 4.75 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 22 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.00 FEET, TO LINE WHICH EXTENDED NORTH INTERSECTS THE CENTER OF VACATED CAMPBELL STREET PER DOCUMENT NUMBER 15547124 AT A POINT 122.30 FEET EAST (MEASURED ALONG THE CENTER OF SAID VACATED CAMPBELL STREET) OF WEST LINE OF SAID BLOCK 3 EXTENDED NORTH; THENCE NORTH 00 DEGREES 10 MINUTES 38 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 28.25 FEET, TO THE CENTER LINE OF VACATED CAMPBELL STREET; THENCE SOUTH 89 DEGREES 51 MINUTES 02 SECONDS EAST, ALONG SAID CENTER LINE, A DISTANCE OF 12.73 FEET, TO A SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 36; THENCE NORTH 00 DEGREES 07 MINUTES 48 SECONDS WEST, ALONG SAID SOUTHERLY EXTENSION LINE, A DISTANCE OF 33.00 FEET, TO A LINE 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 36 IN BLOCK 2; THENCE SOUTH 89 DEGREES 51 MINUTES 02 SECONDS EAST, ALONG SAID PARALLE LINE, A DISTANCE OF 135.04 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING 0.214 ACRES OR 9,321 SQUARE FEET MORE OR LESS.

EXHIBIT A-3
Legal Description of Developer Site

THAT PART OF BLOCK 3 IN DUNTON AND BIGSBY ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF THE WEST 960 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF HICKORY AVENUE (FORMERLY KNOWN AS EVERGREEN AVENUE) AND A LINE 8.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 3; THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 276.94 FEET, TO THE SOUTHEAST CORNER OF SAID BLOCK 3, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF KENSINGTON ROAD (FORMERLY KNOWN AS FOUNDRY ROAD), ALSO BEING A SOUTH LINE OF SAID BLOCK 3; THENCE NORTH 89 DEGREES 47 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 115.65 FEET TO A POINT IN THE SOUTH LINE OF SAID BLOCK THAT IS 154.35 EAST OF THE SOUTHWEST CORNER OF SAID BLOCK, SAID POINT BEING THE EAST POINT OF PART OF SAID BLOCK 3 CONDEMNED FOR ROAD IN COUNTY COURT OF COOK COUNTY, ILLINOIS AS CASE NO. 50638; THENCE WESTERLY, A DISTANCE OF 33.75 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 1017.14 FEET AND WHOSE CHORD BEARS NORTH 88 DEGREES 50 MINUTES 38 SECONDS WEST, A DISTANCE OF 33.75 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 38 SECONDS EAST, ALONG A LINE WHICH EXTENDED NORTH INTERSECTS THE CENTER LINE OF VACATED CAMPBELL STREET PER DOCUMENT NUMBER 15547124 AT A POINT 122.30 FEET EAST (MEASURED ALONG THE CENTER OF SAID VACATED CAMPBELL STREET) OF WEST LINE OF SAID BLOCK 3 EXTENDED NORTH, A DISTANCE OF 272.33 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 22 SECONDS EAST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 38 SECONDS EAST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.89 FEET TO A LINE 8.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 3; THENCE SOUTH 89 DEGREES 51 MINUTES 02 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 144.94 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING 0.944 ACRES OR 41,142 SQUARE FEET MORE OR LESS.

ALSO TO BE KNOWN AS LOT 1 IN 4 NORTH SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

EXHIBIT B
TIF eligible Costs

LAND ACQUISTION: $2,268,000

IMPROVEMENTS FOR DEDICATED STREET $582,000

EXCAVATION: $220,000

ARCHITECTURAL FEES: $167,000

ENGINEERING FEES: $94,000

ENVIRONMENTAL REMEDIATION: $130,000

LEGAL FEES: $55,000

TITLE COSTS: $20,000

INTEREST CARRY ON FINANCING: $460,000

APPRAISALS: $28,000

MARKETING COSTS: $186,000

EXHIBIT C

Request for Payment Form

Pursuant to the Redevelopment Agreement between 4 North Hickory LLC and the Village of Arlington Heights, the following request for funds pursuant to Section 2.6.B of the Agreement is submitted as follows: (must be accompanied by certified audited documents)

Calendar Year January 1 to December 31,________

Funds Requested: $___________.00

Rental Income
Residential: $__________

Commercial: $__________

Parking: $__________

Other: $__________

Total: $__________

Operating Expenses Itemized (list all operating expenses)

Total: $__________

Annual Net Operating Income: $__________

Interest Payments on Debt: $__________

Principal Payments on Debt: $__________

Total Annual Debt Service: $__________

Cash on Cash Return: $__________

EXHIBIT D

Project Pro forma

Hickory & Kennsington Mixed Use Development
Development Financial Analysis

12/14/2017

Assumptions

New 76 unit mixed use development.
86 indoor parking spaces on ground floor and basement levels.
32 outdoor parking spaces
3,450sf of ground commercial retail space.

Residential	7 Studio units @ 570sf.	3,991	sf
	12 Junior 1 Bedroom units @ 618sf.	7,412	sf
	35 1-Bedroom units @ 732sf.	25,632	sf
	22 2-Bedroom units @ 1,051sf.	23,135	sf
	Common Area (floors 2 thru 5)	12,023	sf
	Common Area (ground floor & basement)	4,032	sf
	Ground Floor Commercial Area	3,450	sf
	Total Residential Area	79,675	**sf**
Parking (Indoor)	37 indoor parking spaces (ground floor)	14,031	sf
	49 indoor parking spaces (basement level)	17,482	sf
	Total Parking space Area	**31,513**	**sf**

Acquisition

Land Acquisition	Acquisition Costs	2,100,000
	Sales Commission (5%)	105,000
	Closing & Legal Fees (3%)	63,000
	Total Acquisition Costs	**2,268,000**

Construction Hard Costs

Off Site Improvements	505,500
Land Improvements	774,232
Structures Hard Costs	12,177,518
General Requirements	643,863
Builders OH&P	1,128,089
Total	**15,229,202**

Development Soft Costs

Permits, Fees, etc.	587,000
Architectural & Engineering Fees (Incl. Supervision)	307,333
P & P Bond Premium	120,676
R.E. Taxes During construction	100,000
Interest During Construction	500,145
HUD & Lender Fees	387,319
HUD Closing Costs	141,224
Initial Operating Deficit	505,197
Developer's Fee	805,844
Marketing & Lease up	673,596
Total	**4,128,334**

Total Project Costs

Acquisition Costs	2,268,000
Construction Hard Costs	15,229,202
Development Soft Costs	4,128,334
Total	**21,625,536**

Source of Funds

HUD Loan	16,839,900
Sale of Land to Arlington Heights	700,000
Tiff Assistance for OffSite Improvements & Street	800,000
Deffered Developer's Fee	805,844
Deffered Builder's OH&P (80% of fee wil be deffered)	902,471
Investor Equity	1,577,321
Total	**21,625,536**

Hickory & Kennsington Mixed Use Development
10 Year Stabilized Cash Flow 76

12/14/2017

Stabilized Annual Cash Flow

		Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2024	Year 6 2025	Year 7 2026	Year 8 2027	Year 9 2028	Year 10 2029
Average Monthly Rent/sf		$2.25	$2.32	$2.39	$2.46	$2.53	$2.61	$2.69	$2.77	$2.85	$2.94
Gross potential rent, monthly	60,170	135,383	139,444	143,627	147,936	152,374	156,945	161,654	166,503	171,499	176,643
Occupancy Rate	95%	128,613	132,472	136,446	140,539	144,755	149,098	153,571	158,178	162,924	167,811
Indoor Parking Income		10,000	10,000	10,000	10,000	10,000	12,000	12,000	12,000	12,000	12,000
Total net monthly income		138,613	142,472	146,446	150,539	154,755	161,098	165,571	170,178	174,924	179,811
Net Annual Income		1,663,361	1,709,661	1,757,351	1,806,472	1,857,066	1,933,178	1,986,853	2,042,139	2,099,083	2,157,735
Operating Expenses	37%	(615,443)	(632,575)	(650,220)	(668,395)	(687,114)	(715,276)	(735,136)	(755,591)	(776,661)	(798,362)
Commercial Income NNN		75,900	75,900	75,900	75,900	75,900	89,700	89,700	89,700	89,700	89,700
Annual TIF Assistance		120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000		
Annual Net Operating Income		**1,243,817**	**1,272,987**	**1,303,031**	**1,333,977**	**1,365,851**	**1,427,602**	**1,461,417**	**1,496,247**	**1,412,122**	**1,449,073**

Debt Service

DSCR	1.37	1.40	1.43	1.47	1.50	1.57	1.61	1.65	1.55	1.60
Annual Interest	754,649	747,582	740,191	732,460	724,374	715,917	707,071	697,819	688,141	678,019
Annual Principal Reduction	153,823	160,889	168,280	176,011	184,097	192,554	201,400	210,653	220,330	230,452
Total Annual Debt Service	**908,471**	**908,471**	**908,471**	**908,471**	**908,471**	**908,471**	**908,471**	**908,471**	**908,471**	**908,471**

Annual Cash Flow After Debt Service

Cash on Cash Return	335,346	364,515	394,560	425,506	457,380	519,131	552,946	587,776	503,651	540,602
Principal Reduction	153,823	160,889	168,280	176,011	184,097	192,554	201,400	210,653	220,330	230,452
Total Annual Cash Flow	**489,168**	**525,405**	**562,840**	**601,517**	**641,477**	**711,685**	**754,347**	**798,429**	**723,981**	**771,054**

Taxable income Schedule

Total Annual Cash Flow	489,168	525,405	562,840	601,517	641,477	711,685	754,347	798,429	723,981	771,054
Total Annual Depreciation (31.5yrs)	(614,525)	(614,525)	(614,525)	(614,525)	(614,525)	(614,525)	(614,525)	(614,525)	(614,525)	(614,525)
Net Taxable Income	**(125,356)**	**(89,120)**	**(51,685)**	**(13,008)**	**26,952**	**97,160**	**139,822**	**183,904**	**109,456**	**156,529**

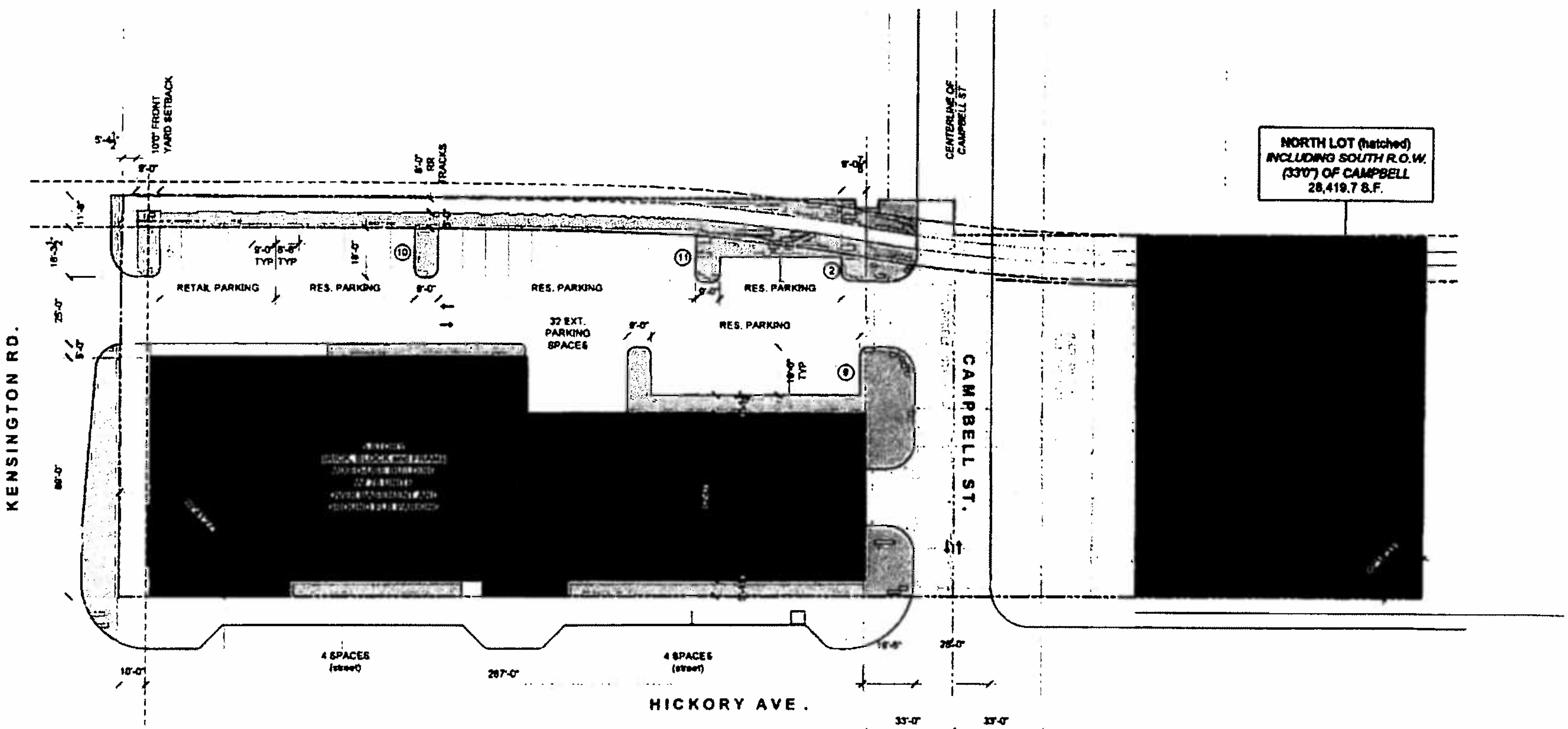
Realized Equity

Cap Rate Based Value	6.50%	19,135,648	19,584,410	20,046,634	20,522,726	21,013,100	21,963,108	22,483,346	23,019,191	21,724,957	22,293,435
Less Investor Equity		(1,577,321)	(1,577,321)	(1,577,321)	(1,577,321)	(1,577,321)	(1,577,321)	(1,577,321)	(1,577,321)	(1,577,321)	(1,577,321)
Less Deferred Developer's Fee		(805,844)	(805,844)	(805,844)	(805,844)	(805,844)	(805,844)	(805,844)	(805,844)	(805,844)	(805,844)
Less Deferred Builder's OH&P		(902,471)	(902,471)	(902,471)	(902,471)	(902,471)	(902,471)	(902,471)	(902,471)	(902,471)	(902,471)
Less Principal Balance		(16,686,077)	(16,525,188)	(16,356,908)	(16,180,897)	(15,996,800)	(15,804,245)	(15,602,845)	(15,392,192)	(15,171,862)	(14,941,411)
Total Realized Equity		**(836,065)**	**(226,415)**	**404,090**	**1,056,193**	**1,730,664**	**2,873,227**	**3,594,865**	**4,341,363**	**3,267,459**	**4,066,389**

Exhibit E – Estimated Time Line for Project

Submit for Zoning Approvals:	March 2018
Complete Zoning Approvals:	July 2018
Submit Building Permits:	August 2018
Start Construction:	October 2018
Complete Construction:	December 2019

Exhibit F
Site Plan and Rendering



CONCEPTUAL SITE PLAN

03 SCALE: 1" = 40'-0"

N E R I
ARCHITECTS, pc

1702
02.01.18
AC-17

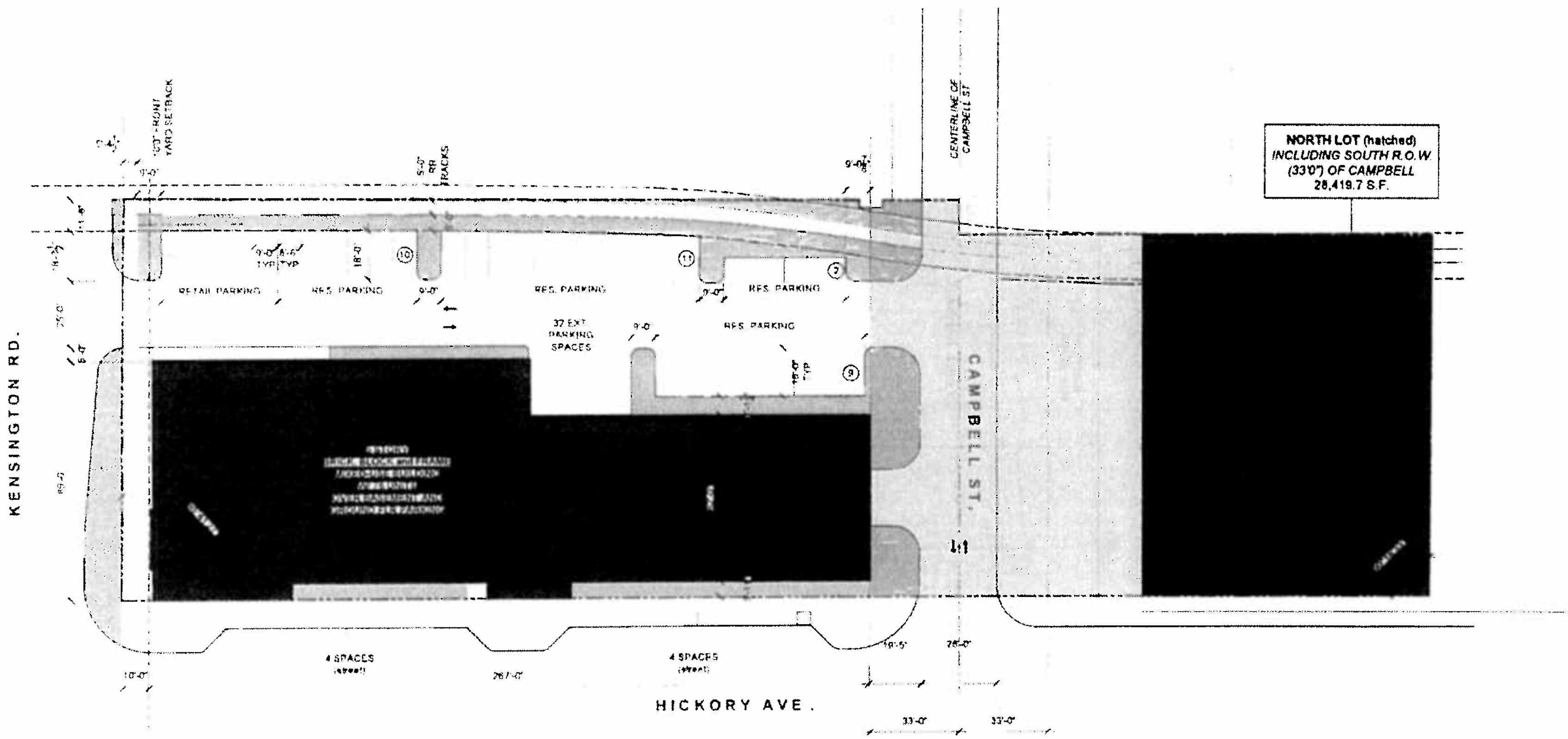
1/AC-17 View looking West
SCALE: 12" = 1'-0"

NERI ARCHITECTS, pc

1702
02.01.18
AC-17

1 AC-17 View looking West
SCALE: 12" = 1'-0"

NERI ARCHITECTS, pc



CONCEPTUAL SITE PLAN

03

SCALE: 1" = 40'-0"

N E R I
ARCHITECTS, pc

Item: Professional Construction Engineering Services for 2018 Road Projects; Change Order No. 1

Department: Engineering

BACKGROUND:

The Engineering Department has contracted with Hampton, Lenzini & Renwick, Inc. (HLR) to assist Engineering Department staff with Construction Engineering Services for the 2018 Resurfacing Program & Sidewalk Program and 2018 MFT Reconstruction Program. The contract with HLR was approved at the February 19, 2018 Village Board meeting.

Due to the recent retirement of the Director of Engineering and the appointment of the Deputy Director as Interim Director of Engineering, various responsibilities will be reassigned to Engineering Department staff for the next few months to allow sufficient time for management to determine the long-term staffing needs of the Department. Since both road projects are currently under construction, the immediate need of the Department is additional assistance with construction observation. HLR has provided a quote for the same hourly rate and terms from the February contract to provide additional Construction Engineering Services for the months of July, August & September. HLR has successfully performed these services for the Village since 2014.

The additional funds are available in the Capital Projects Fund ST9008, Account No. 401-5001-571.50-30.

RECOMMENDATION:

It is recommended that the Village Board authorize the execution of Change Order No. 1, not to exceed $45,182, for additional construction observation assistance for July, August & September.

Bid Section

Item:

Bid Opening Date:

Account Numbers:
Total Budget for Specific Item:
Bid Amount:

Item: Bond Waiver - BraveHearts

Department: Building & Life Safety

Background
BraveHearts is requesting a waiver of the bond fee for their upcoming raffle held at Arlington Park Racetrack on Sunday, July 22, 2018. Tickets will be sold the day of the event 12:00pm to 5:00pm, with the drawing taking place at the end of the day.

Recommendation
Staff recommends that the Village Board grant a waiver of the bond requirement.

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount:

ATTACHMENTS:

Description	**Type**
Letter	Correspondence

BRAVEHEARTS
7319 Maxon Road ♥ Harvard, IL 60033 ♥ Phone (815) 943-8226 ♥ Fax (815) 943-8426
4950 Route 173 ♥ Poplar Grove, IL 61065 ♥ Phone (815) 765-2113 ♥ Fax (815) 765-0003
www.braveheartsriding.org

6/5/2018

Dear Village of Arlington Heights Committee,

BraveHearts is requesting a waiver of the bonding fee. BraveHearts is a 501c3 non- profit organization looking to obtain a raffle license for an event being held on July 22, 2018. The event will be held at noon at the Arlington Park Race Track. Raffle tickets will be sold for $5.00 a piece or $10.00 for three tickets. The raffle tickets will go into the "Split the Pot at Arlington Park" where winner will split the raffle amount with BraveHearts. Additional raffles may be involved. Proceeds will go to benefit the organization.

BraveHearts serves a variety of disabilities & has the largest military veterans program by numbers in the nation. BraveHearts provides therapeutic horseback riding, carriage driving and an outpatient clinic specializing in hippotherapy to adults and children.

Kind Regards,

Meggan Hill-McQueeney
President/COO
847.366.4571
meggan@braveheartsriding.org

Item: 2018 Annual Action Plan

Department: Planning & Community Development

The 2018 Annual Action Plan states how the Village will address the community development needs of its low and moderate income residents during the program year including how it will use its available Community Development Block Grant (CDBG) funds. The Plan can be found as an attachment under the Public Hearings portion of this Agenda

Although it is only a part of the Annual Action Plan, the CDBG budget for the program year has historically been of particular interest to members of the community.

The second public hearing on the 2018 Annual Action Plan is scheduled for early on the agenda on June 18, 2018.

Recommendation
It is recommended that the Village Board approve the 2018 Annual Action Plan including any amendments that are made as a result of public comments made at or before the second public hearing.

Bid Section

Item:
Bid Opening Date:
Account Numbers:
Total Budget for Specific Item:
Bid Amount: