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 5, 2023
7:30 PM

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL OF MEMBERS**

**IV. APPROVAL OF MINUTES**

A. Committee of the Whole 05/08/2023
B. Committee of the Whole 05/15/2023
C. Village Board 05/15/2023

**V. APPROVAL OF ACCOUNTS PAYABLE**

A. Warrant Register 05/30/2023

**VI. RECOGNITIONS AND PRESENTATIONS**

**VII. PUBLIC HEARINGS**

**VIII. CITIZENS TO BE HEARD**

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

**IX. OLD BUSINESS**

**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 Meter Testing & Repair 2023 - Award
B. Municipal Parking Garages Maintenance 2023 - Award
C. Water Meter Installation Contract 2023
D. Uptown Beautification - Engineering Services

**CONSENT NEW BUSINESS**

A. Modification to Zero Interest Loan Program

**CONSENT LEGAL**

A. Speed Limit Ordinance, Various Streets
B. Sanitary Sewer Easement Indemnification / HTG ComEd Easement; Crescent Place 310 W Rand Road
C. No Parking - East Miner Street Ordinance
D. Intersection Control Improvements-W. Olive Street Corridor Ordinance
E. Ordinance - Betty Haag Academy of Music - 3255 N. Arlington Heights Rd.
F. Ordinance - Metropolis PUD Amendment #2 - 11 S. Highland Ave. (to allow medical use)
G. Resolution Further Extending the Term of Sign Variations for an Electronic Billboard sign (2200 W. Euclid Avenue).

**CONSENT PETITIONS AND COMMUNICATIONS**

A. Bond Waiver - St Edna Church
B. Bond Waiver - Our Lady of the Wayside Parish

## XI. APPROVAL OF BIDS

## XII. NEW BUSINESS

A. Walter E. Smithe Furniture - 1775 W. Rand Rd / Sign Variation - DC#22-097

B. Massa Spa - 918 W. Algonquin Rd. - PC#23-004
Land Use Variation for Massage Establishment in B-2 District

**XIII. LEGAL**

**XIV. REPORT OF THE VILLAGE MANAGER**

**XV. APPOINTMENTS**

**XVI. PETITIONS AND COMMUNICATIONS**

**XVII. ADJOURNMENT**

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact Erin Mercado, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, emercado@vah.com or (847)368-5793.

**Village Board**
**6/5/2023**

**Item:** Committee of the Whole 05/08/2023

**Department**: Village Clerk

**ATTACHMENTS:**

| **Description** | **Type** |
| --- | --- |
| Committee of the Whole 05/08/2023 | Minutes |

# MINUTES
# COMMITTEE-OF-THE-WHOLE
## PRESIDENT AND BOARD OF TRUSTEES
## VILLAGE OF ARLINGTON HEIGHTS
## BOARD ROOM
## MONDAY, MAY 8, 2023 7:00P.M.

BOARD MEMBERS PRESENT: President Hayes; Trustees: Baldino, Bertucci, Dunnington, Grasse, LaBedz, Schwingbeck, Shirley and Tinaglia

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Randy Recklaus, Village Manager; Charles Perkins, Director of Planning and Community Development; Nicholas Pecora, Police Chief; Lance Harris, Fire Chief; Curt Hanselman; Deputy Fire Chief; Kim Peterson, Recording Secretary

SUBJECTS:

A. Election of President Pro Tem
B. Department Reports

Introduction
Arlington Park Redevelopment Project
Planning
Fire

Other Business

Adjournment

President Hayes called the meeting to order at 7:00 PM. The Pledge of Allegiance was recited.

### A. Election of President Pro Tem

President Hayes advised that Village Code does require the appointment of a President Pro Tem be made the second Monday in May following a municipal election. The Code further requires that the Village President send a memorandum advising the Village Board of his or hers recommendation not later than the Friday before the meeting, which was done. President Hayes stated that he is recommending Trustee Robin LaBedz continue as President Pro Tem for another two years and is asking the Board to concur with this recommendation. Robin is one of the senior Trustees, having served on the Village Board for ten years and has done an outstanding job when she has had to fill in, therefore he is wholeheartedly recommending she retain this appointment.

Trustee Schwingbeck stated that he agrees that Robin has done a fantastic job over the last two years.

**Trustee Schwingbeck moved, seconded by Trustee Baldino, that the Committee-of-the-Whole recommend to the Board of Trustees to concur in the Mayor's recommendation that Trustee Robin LaBedz continue as President Pro Tem for another two years.**

**Upon a voice vote, the motion passed unanimously.**

Trustee LaBedz thanked everyone for their support.

## New Business

## B. Department Reports

Introduction
Arlington Park Redevelopment Project
Planning
Fire

Mr. Recklaus advised that he really likes these meetings, as they provide an opportunity for the department directors to talk about the things they are seeing in their departments, which ultimately helps prepare the Board for the strategic priorities process in the summer. The three objectives of these meetings are to hear what is going on in each department, to provide an opportunity for the Board to ask questions and discuss the different topics of interest, and to help inform the Board in preparation for their strategic planning process in the summer. Mr. Recklaus stated that he feels these reports are important because the Board does have a disproportionate interaction with the different departments and this process allows the Board to hear from everyone in the organization and not just departments who regularly come before the Board. Mr. Recklaus explained how the Board is currently in the assessment and information gathering phase of the budget process, with the next phase occurring this summer whereby the Board will engage in goal setting and set priorities for the next two years. Staff then meets and puts together a business plan, which are the goals and objectives, and then decides what resources are available during each yearly cycle to accomplish these strategic priorities. The budgeting process is then the assigning of these resources to complete the work.

Mr. Recklaus stated that it's not just these reports that the Board will use to establish the strategic priorities, as they will use their interactions with the public, the information gathered from the results of the surveys, reports and letters from various boards and commissions about what topics they feel are important for the Board to consider, as well their own personal values and perspectives as residents and Trustees.

Mr. Recklaus explained how the Board will hear what the departments are working on, what has been accomplished recently, what challenges they see coming and what changes they might have to consider in the near future to address these challenges. He advised that there is a unique project this year, which is the redevelopment of Arlington Park, which virtually every department has had to work with on some aspect of this project and each written report will highlight each department's contribution to the project. There is no written report on the project, however tonight's meeting will include an update on the Arlington Park redevelopment project.

**Arlington Park Redevelopment Project**

Mr. Recklaus stated that it is still unknown if this project will occur, as the Village has not formally reviewed or approved any plans, nor have they committed any Village funds to support any redevelopment costs. He provided a timeline of what has occurred so far, including the Village creating a Zoning Overlay District to protect the Village's interest, as well as the Village Board approving a Predevelopment Agreement. The things the Village has done so far, is doing, and plans to do, to protect the Village's interest as this project is discussed, regardless if the Bears move forward with this project and build a stadium, or if someone else develops the property with a completely different concept, it will be a significant change with a regional impact. The Village Staff's job is to protect the community's interest and collect and share as much information as possible with the Village Board, so the best decisions can be made. This project cannot occur without the Village Board approving it.

Mr. Perkins advised that when Churchill Downs announced that the property was for sale, the Village started looking at the site and what the zoning of the property was, which was B3, a general service district, and not really appropriate for 326 acres and what the Village would like to see there. Staff then presented a recommendation to the Board of a Zoning Overlay District, to set some controls, and create a unique, one-of-a-kind, redevelopment that would encourage a mixed-use development. The subdivision code also got changed to prohibit piecemealed subdivisions and also prohibited approximately 23 uses that are allowed in a B3 district. The overlay district also talks about the preservation of natural site features, encourages the use of transit-oriented development within 1,300 feet of the Metra station and exploring reuse and preservation of certain site elements, including sustainable features within the plan, as well as other items.

Mr. Recklaus advised that Staff is trying to learn as much as possible about potentially hosting an NFL stadium, as well as a sports entertainment district. They have sought some of the most well-known experts in the industry, to better understand community impacts, and the entire management has undergone training to learn what is to be expected with the development of a stadium and/or district. They have reviewed a number of case studies and are calling peers in other communities who already host stadiums to learn about what went well and what didn't. This work continues in all of the departments and Police and Fire, who have engaged in some of the most robust research thus far, will make presentations

tonight. Mr. Recklaus stated that learning about the operational impacts with having a venue like this is important, which Chief Pecora is here to discuss.

Chief Pecora advised that the police department has had a long-standing history of successfully managing public safety and traffic at the racetrack and redevelopment of the site into a state-of-the-art NFL stadium required the police department to take a fresh look at a sports venue public safety experience. If this project does come to fruition, the police department's primary goal is to deliver the same high-quality services and maintain the same expectations to the entire community. The police department developed a strategic approach to maintain focus, which consists of law enforcement training, research, networking and on-site visits. With these areas of focus, the police department sought to develop information as it related to general safety and security, traffic management and the impact on local community, the role of law enforcement for event operations and crowd management, visitor ingress/egress and screening, staffing levels for both sworn law enforcement and private security and estimating corresponding costs, infrastructure improvements to support public safety operations and event related incidents and impact on local crime. The police department found conflicting results on whether a large professional stadium increases overall crime rates.

Chief Pecora discussed the training provided by the Texas A&M Engineering Extension Service (TEEX), which brought a series of sport venue centric training to Arlington Heights at no cost to the Village. The classes were instructed by knowledgeable professionals who have experience in managing large sporting venues and were attended by members of the police and fire departments. The police department also engaged in training to build their skills and knowledge with the Incident Command System (ICS) structure, and expanded their training mission by reaching out to their federal partners, including the Federal Bureau of Investigation and the Department of Homeland Security and attended trainings hosted by them. The valuable information gathered from these trainings will benefit police department staff regardless if the project moves forward or not.

Chief Pecora advised that the police department also examined several other areas including federal grant funding, state and federal resources to help support successful law enforcement operations, technology to support the safety and security of large sport venues, local ordinances to support law enforcement operations, traffic management and networking, which included site visits to other stadiums that provided real world information and experience. Chief Pecora discussed these site visits in more detail and the lessons learned, and what stood out is that no police department did it on their own, as the host city managed operations with the assistance of local, county and state agencies working cohesively together. This multi-agency approach helped alleviate the burden on any one agency. Chief Pecora advised that the police department continues to inquire, learn and assess.

Chief Harris advised that members of his department have attended the police department's trainings and have found them very useful. The biggest challenge they are facing is that the service models for EMS and fire very a lot from venue to venue. Some stadiums use private EMS on the inside and the fire department from

the local municipality on the outside, and some use the fire department on the inside and on the outside, and as of right now, there are too many unknowns to determine the impact on the fire department as well as the community. Chief Harris stated that they chose SoFi stadium to visit, who gave them all of their action plans and advised him that they would be willing to come out to help them. The service model used at SoFi stadium has the fire department inside and private EMS on the outside to do the ambulance transports.

Mr. Recklaus asked the Chiefs to talk about game day costs and how those are covered, which Chief Pecora advised that through his research he has learned that some host cities have ordinances in place that cover the costs of game day operations.

Mr. Recklaus stated that Staff recognizes that they will need some outside help to protect their interests as a project of this magnitude is reviewed, and advised that Mr. Perkins will discuss the consultants that were hired thus far to help navigate the process. Mr. Perkins advised that in September of 2022, the Village retained Hunden Strategic Partners to review financial, economic impact, and market analysis and Sam Schwartz and Graph Engineering to review transportation, traffic and parking.

Mr. Recklaus advised that the only formal Board action that has taken place so far is the Pre-Development Agreement, which is a non-binding roadmap of next steps and a statement of mutual cooperation. He explained how many people are concerned that taxpayers will be asked to pay for the construction of an NFL stadium, however the Pre-Development Agreement states that the any stadium facility built here will be privately funded. The Chicago Bears do intend to ask the Village for assistance to pay for some of the infrastructure costs. The Village has not agreed to pay for any costs for the project at this time, but they will consider them in the same manner as they do for all of the projects that come before them. The Village has helped pay for some of the infrastructure costs for other projects within the community in the past, including downtown Arlington Heights. The Village may consider something like this if some of the revenue generated from this project would be used to pay for some of the infrastructure expenses. The Village would only consider using project generated revenue if they and the consulting team found the project would not be viable unless a public/private partnership occurs and if it's determined the project will generate a net increase in revenues for the Village and surrounding communities above current levels, even after factoring in all the new costs. The Bears have agreed to cover any extraordinary costs the Village incurs to review the project and acknowledge the need for stakeholder and public input. They also agree to work out a community benefits agreement. The Bears are in the process of seeking a greater degree of property tax certainty before moving forward. Once the property tax issue is resolved, Staff hopes to begin working on the financial, economic and traffic impacts of the development.

President Hayes thanked Mr. Recklaus and all members of the team for the comprehensive report about where we've been and where we're going, although a lot is still uncertain. The Board and the public can see how well qualified the team is to handle this very daunting challenge.

Trustee Schwingbeck thanked Mr. Recklaus, Chief Pecora and Chief Harris, for the extremely informative report. He asked Chief Pecora and Chief Harris if there was anything that caught them by surprise during the site visits, which Chief Pecora stated no, as they follow the incident command system already during Frontier Days, which an NFL stadium is Frontier Days on a larger scale. It's proper planning and execution on a different level. Mr. Recklaus advised that there were a number of little things, including stadium design concepts, but nothing dramatic. Trustee Schwingbeck commented about the Pre-Development Agreement and how the Bears intend to ask for some assistance with infrastructure, and clarified that just because they ask, doesn't necessarily mean the Village will provide assistance, which Mr. Recklaus advised there is a process to evaluate whether or not they believe it is in the best interest to provide assistance. Sometimes they do, sometimes they don't'. The same standards would apply to this project.

Trustee Baldino thanked the Village's team for all of the work and legwork that has been done up to this point, as he feels more prepared as a Board member because of the work everyone has done. He asked about the Zoning Overlay District and if the Chicago Bears have been made aware of it and what the prohibited uses are, as he thinks there was one use in the multi-use concept that the Bears presented that falls under the definition of prohibited use, which Mr. Recklaus advised they have and know what the Village's expectations are.

Trustee Dunnington thanked everyone for the update and asked about the timeline with Hunden Strategic Partners and when they can expect to receive information back from them, which Mr. Recklaus advised it depends, as there will be a lot of back and forth between Hunden and their consultants, and the Village and the Bears. Mr. Perkins advised that it also depends on Hunden's workload, but typically the first peer review would be in the four-to-six-week range, but it still might be a while after that. Trustee Dunnington asked if it will be an ongoing consultation with Sam Schwartz, which Mr. Recklaus advised it will be ongoing with both consultants.

Trustee Bertucci thanked Mr. Recklaus and Staff for the report and stated that there will be no Village funds for the stadium, and if there are any tax incentives for the infrastructure, it is very common for development. He also advised that most Board members and Staff that he has spoken to realize that this project could take years to develop and everyone is willing to do the best they can with this project, even though they might not still be around when this project is completed.

Trustee LaBedz thanked Mr. Recklaus and Staff for their very informative report and for all they have done up to this point. She also thanked Trustee Bertucci for his comments, as she agrees that they all want to do the best they can while they are here. Trustee LaBedz advised that this is not the first time they have done an Overlay Zoning District, which Mr. Perkins advised that is correct, as they did one for the Arlington Downs site, as well as some others. Trustee LaBedz stated that it is good to have these as the Village is able to control what they want there, which Mr. Perkins agreed.

Trustee Tinaglia stated that this was a great educational meeting and update for everyone and he very much appreciates it, as it highlights many important factors

that a lot of people are asking about. He also stated that this is not a sprint, but a marathon and could take many years to get this done and everyone needs to understand that we're all in this together. Trustee Tinaglia advised that nothing has been done with the consultants yet and the only new thing that has happened is the Chicago Bears football club have applied for a demolition permit. He also advised that other developments may have asked for assistance with infrastructure costs and asked Mr. Recklaus to give some examples of what these might be. Mr. Recklaus advised that this site is unique in that it does not have a public road network, nor does it have many utilities, therefore there will need to be a lot infrastructure that will need to be constructed to service this site, whether it be a NFL stadium or something else. Some developers may ask the Village to help bring sewer or water lines into an area, or assist with utilities. The Chicago Bears have not formally asked for anything yet and the Village has not agreed to anything yet, although they have indicated that they intend to ask at some point with some of these costs. The Village would not be able to pay for all of the infrastructure work that will need to be done at a site like this. Trustee Tinaglia reemphasized that no money will be spent on this infrastructure program unless the end component of this development provides for a larger tax benefit.

Trustee Grasse advised that one concern she hears from many residents is about the traffic and asked if the consultant that was hired to assess the traffic issues would provide assistance through all phases of the project, which Mr. Recklaus advised they would. Trustee Grasse stated that she is thankful that the impact on the community is being taken very seriously and for the two common goals with this project that she is hearing from every department and the Board, which are to protect the Village's interest, and make sure there is a net positive benefit for the Village, which is not only financial, but also quality of life.

President Hayes asked if there was any public comment on this agenda item and there was a response.

Donald Meersman, 202 S. Highland, Arlington Heights, advised that there is a plan which is Illinois Senate Bill 1350 – The Mega Project Bill, that now has six co-sponsors and could impact our community for 40 years. He asked the Board to consult with these state senators, who represent districts far from Arlington Heights, so they can appreciate our unique local situation. President Hayes stated that he can assure him that they have and they will.

Brian Costin, 1339 Madison Ct., Buffalo Grove, advised that the demolition of Arlington racetrack is a big development and represents an enormous risk for the taxpayers in Arlington Heights and surrounding areas. Mr. Costin advised that no one has seen the finances of the Chicago Bears and no knows how much they will be asking for in subsidies, but the demolition of the racetrack will increase potential costs for the taxpayers if the TIF legislation is passed. The Bears have asked 18 times for some form of taxpayer assistance and presented a list, which includes construction of the property, despite what they have been saying. They are also asking for a property tax swap and urged the Board to look at page 111 of the legislation, which talks about the fair cash value. President Hayes stated that nothing Mr. Costin indicated on this list has been approved by the Board or anyone

else, as anything the Bears ask for will be subject to discussion, public input and a vote.

Melissa Cayer, Arlington Heights resident, advised the racetrack property is in good shape and asked if they could have live chickens on the property. She asked if asset forfeiture funds are used for training and if the new owners will have their own security for the area. She also stated the new owners can start the building process slowly and not have to go big right away, and asked for property tax bills to include the websites of the taxing bodies on them.

**Planning & Community Development**

Mr. Perkins presented the Planning & Community Development Department's report and began by explaining the functions of the Department, as well as their mission and department objectives. Mr. Perkins stated that staffing and workload has been challenging over the last six months, as a couple of staff members retired, however they have hired two new individuals and are busy getting them up to speed with their job responsibilities. Mr. Perkins thanked all of his staff for all of their effort over the past couple years, and in particular over the last few months when they were short staffed.

Mr. Perkins reviewed his department's performance measurers, and advised that they provide liaisons to six different Boards and Commissions. In addition, they presented and distributed their 2022 Economic Development report earlier this month. Mr. Perkins also reviewed his department's accomplishments, including the status of the current Village Board strategic priorities, as well as the current development projects, including those in the downtown area, and in the Tax Increment Financing Districts (TIF). He also discussed the current and anticipated challenges, including what a post COVID world will look like, workload, staffing and recruitment. The Board recently approved a new Assistant Planner position for 2023, therefore they are in the midst of that recruitment process. Mr. Perkins explained how they have heard some concerns from some of the downtown business owners regarding the racetrack project, therefore they working on enhancing and connecting new development to the downtown area. Mr. Perkins explained how new parking signage was added to the downtown area, as well as a parking guidance system to address the parking system utilization challenge. They have also started exploring the concept of an EV shuttle to encourage people to park in some of the remote lots and take the shuttle to the downtown area.

Mr. Perkins summarized the key initiatives over the next few years, which include the racetrack redevelopment, continued enhancements to the downtown entertainment district, continuing to implement TIF Districts and the corridor plans, future housing study and implementing a trust fund, implementing the sustainable initiatives, continuing to monitor and embrace new technology and changes, looking at how to use a zero-interest loan fund in an efficient manner and rolling out any decision that the Board might make regarding a new logo.

President Hayes stated that he and all the members of the Board are always continually amazed with how much Mr. Perkin's Department has done and is doing

with such a lean staff and is very happy to see that they are getting a new staff member to help them out. President Hayes asked about the CDBG public service beneficiaries, which has slowly increased over the last three years and if the number 562 in 2022 represents individuals served, which Mr. Perkins advised that it is and believes the increase is due to the extra funds received through the COVID relief CDBG program. President Hayes stated that he is glad to see the Village is serving many more individuals each year through this program.

Trustee Tinaglia stated that he is unsure how one Department gets so much done and thanked Mr. Perkins for doing such a great job. He thinks the current and anticipated challenges Mr. Perkins presented is some of his department's most important work, as it is crucial to plan ahead. He asked Mr. Perkins if there is anything more he would like to say about any of these challenges, which Mr. Perkins advised that continuing to build on the success of downtown with Alfresco and the entertainment district they created is a passion of his. The issues with the office market and the vacant office buildings are going to be challenging as well.

Trustee LaBedz thanked Mr. Perkins and his staff for all that they do and very much appreciates the program on the Village's website that allows anyone the ability to receive updates on projects that they are interested in. In regards to parking, especially in the downtown area, she thinks perhaps more can be done to educate the public about the various public parking structures and lots that are on the outskirts of the downtown area that typically have available parking. Mr. Perkins agrees that they will have to continue to work on educating and promoting those parking areas. Trustee LaBedz asked if there are a lot of medical offices in relation to the size of our Village, which Mr. Perkins believes there are, mainly because of the hospital nearby.

Trustee Bertucci advised that there may be more medical offices because of the aging population in town. Trustee Bertucci asked about the southwest corner of Sigwalt and Arlington Heights Road and what Mr. Perkins vision of the corner might be, which Mr. Perkins advised there are four different properties with four different owners, which makes redevelopment more challenging. There are some developers that have shown some interest in the properties, but with the shallowness of the lots, it would be a challenge to develop that area. Some small commercial business or row homes might work there. Trustee Bertucci asked if something that can be done in the short term to lease the property and put a gateway look there until the property is developed. Mr. Perkins is unsure about leasing but the Village can possibly pay to have some landscaping done there to improve the look of the site. Trustee Bertucci thinks the entrances to the downtown area off of Northwest Highway and from the West on Campbell can be improved to make everyone aware that they are entering the downtown area. He asked if doing something like adding a gateway to welcome people to the downtown area is in the planning process, and if not, can it be. Mr. Perkins advised that Arlington 425 has a condition in their approval to add a gateway sign on the northwest corner of their property, but as of right now, they have not moved forward with their plan. In addition, Planning has been working with Engineering and Public Works to redesign a mid-block crosswalk on Campbell St. and Highland Ave., which would start to create a presence and entrance into the downtown. In addition, some "Downtown Arlington Heights" signs

have been added to the areas surrounding the downtown area. Trustee Bertucci asked if there is a way to make the "drop off" locations near Alfresco more convenient to allow the cars utilizing these locations to re-enter traffic easier, which Mr. Perkins advised that this issue could definitely be looked at to find some better solutions.

Trustee Schwingbeck thanked Mr. Perkins for the comprehensive presentation and commented on the fact that members of his staff are liaisons to six Village Boards and Commissions, which require a tremendous amount of time and commitment. Trustee Schwingbeck asked Mr. Perkins if he could provide an update on the Amazon grocery store, which Mr. Perkins advised that Amazon is reevaluating their business model and may come back with a different approach.

Trustee Dunnington stated that she is happy that Mr. Perkins Department is back to full staff and asked what types of businesses they are trying to recruit to Arlington Heights, which Mr. Perkins advised a hotel downtown would be a nice addition, as well as retailers that are looking to expand in the marketplace. The medical and tech sector is another area that would be beneficial to our community. Trustee Dunnington asked Mr. Perkins to explain what CDBG is, which Mr. Perkins advised it is federal funded program through the Department of Housing and Urban Development and CDBG stands for Community Development Block Grant. Arlington Heights is an entitlement community so we get an allocation each year and use that money, following the guidelines, to fund agencies who apply for it.

Trustee Baldino thanked Mr. Perkins and his entire staff for what they have accomplished. He asked about the status of the brewery that was supposed to open at 19 N. Hickory, which Mr. Perkins advised that they have not moved forward with any permitting, but beyond that he is unsure what the status is, but will find out and provide an update.

Trustee Grasse thanked Mr. Perkins for his report and all of the long-term goals and planning and advised that she would love to see more public art displayed, as she believes it is a way to connect all parts of our Village together. President Hayes advised we did have that years ago.

Mr. Perkins thanked the Board for their support, as well as his department staff for all of the work that they do.

Mr. Recklaus stated that we all are very fortunate to have someone of Mr. Perkins' caliber on our team and thanked the Board for funding the additional Planning & Community Development position.

**Fire Department**

Chief Harris thanked Mr. Recklaus and the Village Board for their unwavering support, as they could not do the great things they do without it. Chief Harris introduced Deputy Chief Hanselman and thanked him for all that he does for the department.

Chief Harris presented the Fire Department's report and provided an overview of the personnel who support the Department, including the 108 sworn members that operate out of four fire stations. Chief Harris explained what the functions of his department are, including fire suppression and emergency medical responses, as well as the various specialty teams. The Fire Department belongs to the Mutual Aid Box Alarm System (MABAS), which is a multi-state cooperative that specializes in incident responses. The main benefit of belonging to MABAS is if the Village has an incident, the Fire Department can request and get over 100 HAZMAT technicians to Arlington Heights within an hour. Chief Harris also discussed how the total number of calls for service has increased, and last year alone, the Fire Department responded to the most calls, 11,108, in the history of the Department. Chief Harris explained the likely factors that are contributing to this increase in calls, which include the rising number of palliative care facilities in town, the aging population in the community, as well as the stress that people are experiencing.

Chief Harris discussed his department's accomplishments and advised that the one he is most proud of is getting their ISO Class 1 rating back, as this superior rating reflects the department's ability to protect the community. Chief Harris explained how the assistance from Northwest Central Dispatch, as well as the Public Works Department, play a huge roll in obtaining this rating. Out of 40,000 fire departments nationwide, only 400 hold this ISO Class 1 rating, which is a big win for the Arlington Heights Fire Department.

Deputy Chief Hanselman discussed the department's key accomplishments and how they had to redirect their focus when it came to recruitment in order to attract a more diverse candidate. They have expanded their outreach and have removed some barriers that have prevented people in the past from testing, which is proving to be successful. The department also engaged in some FEMA sponsored training, and updated their high-rise operating guidelines so that they could better handle a high-rise emergency. In addition, the department expanded their community outreach by bringing their community risk reduction division to various subsections of the community, which resulted in a very positive experience for everyone.

Deputy Chief Hanselman discussed the department's challenges, including the opioid epidemic, and advised that the Fire Department is responding to more of these calls, although there was a slight decrease in the number of times they administered NARCAN. Another challenge they are experiencing is the degree of difficulty when it comes to vehicle replacement, therefore they are looking at the needs of the department, as well as the supply chain issues, and trying to anticipate when the right time is to order the vehicles, so they are available when they need them. Succession planning is another challenge, as 50% of the department is eligible for retirement in the next five years, with many of these being command staff positions. Deputy Chief Hanselman advised that mental health concerns of the department is another challenge, therefore they committed to having four trained personnel to help one another out through these challenges.

Deputy Chief Hanselman discussed some of the department's new initiatives and thanked the Board for supporting their request to obtain a second set of gear for each member of the department, so that they are not continuously exposing

themselves to cancerous materials, and discussed the need to develop a program for early detection, as their job inherently puts them at a higher risk of developing cancer.

Chief Harris discussed the need for a fifth ambulance, as they are trying to alleviate the need of having to rely on neighboring communities to meet their service calls on a daily basis. He explained how in 2024, they are planning to put together a program to put a fifth ambulance in service during their peak hours, using the manpower that they currently have, and paying them overtime. Lastly, Chief Harris shared a heartwarming story about a child resident, Adrian, who has leukemia and the wonderful relationship the Fire Department and Police Department has formed with him and his family.

President Hayes thanked Chief Harris and Deputy Chief Hanselman for their very informative report and expressed his gratitude to all the men and women of the Fire Department for keeping everyone safe. President Hayes commented on the high call volume and one of the solutions would be to hire more personnel or add a fifth ambulance, but another way to solve that problem is to reduce the number of calls through the community risk reduction program and by educating residents. He asked Chief Harris if he has thought of other ways to reduce the volume, whether it be working with the Village's Health Department or Police. Chief Harris advised that falls are the number one reason for EMS calls and they have discussed mobile integrated health care for years, but have not been able to get it off the ground. If they could work with Northwest Community Hospital and work with the Village's social workers and get mobile integrated health care to reduce the number of calls by having someone going out to these residents to take blood pressure and make sure medications are set out for the week, which would be extremely helpful. Chief Harris advised that is a priority for the Fire Department to provide outreach and educate the public.

Trustee Grasse thanked Chief Harris for all they do as first responders and advised that she is so grateful that mental health is a priority for the Fire Department, as it is so important to have self-care and peer support, especially with some of the trauma and difficulties that come with the work they do. She also commented on the story about Adrian and the need for social connections and the difference it makes for individuals, as loneliness and isolation is a huge epidemic.

Trustee Tinaglia thanked Chief Harris and Deputy Chief Hanselman for the heroic work they do for the community and asked about the department's HAZMAT training and if they have ever had to use if for tractor trailer spills in town. Chief Harris advised that fortunately they haven't had anything happen in Arlington Heights that involves hazardous materials, although their team members through MABAS train year-round and can provide assistance anywhere in the United States. The MABAS readiness center is located in Wheeling and has over 100 vehicles, which can be here assisting our Village in less than 30 minutes if ever needed. Trustee Tinaglia stated that he appreciates the fact that Chief Harris recognizes the ISO Class 1 rating that the Fire Department recently achieved is a team effort.

Trustee Shirley thanked Chief Harris and Deputy Chief Hanselman for their presentation and asked them to comment on the equipment on the ambulances, as he was very impressed with all of it. Chief Harris advised that there is a standard from the Illinois Department of Public Health that lists the things that an ambulance must have, but because of the constant support of the Village Board and Village Manager, his ambulances have the best of the best as far as equipment goes, and they have the best people working on them. In addition, Chief Harris advised that he has never been involved with an organization that takes EMS as serious as his department does.

Trustee LaBedz thanked the Fire Department for their commitment to focus on mental health awareness and cancer awareness and prevention. Firefighters are exposed to many things, both physically and mentally, during the course of their career and she appreciates that these issues are being addressed. Trustees LaBedz asked how many women currently serve on the Fire Department, which Deputy Chief Hanselman advised there are three, with one being a supervisor. She also asked if during their recruitment efforts, they see interest by women, which Deputy Chief Hanselman advised they do, which is why they are reaching out to get this diversity. Chief Harris advised they actually have four women serving on the department now.

Trustee Bertucci asked about recruitment and if the Fire Department ever hires lateral transfers, similar to how the Police Department does. Deputy Chief Hanselman advised that in the past you could not move your pension from one department to another, however, that since has changed and you can now do that, although they don't have a lateral transfer program. Anyone wishing to join the department has to take the entry level test. Trustee Bertucci asked about the increased call volume and if there is a correlation between that number going up and the increase in senior and disability facilities and housing, which Chief Harris advised that there is, as one facility alone in town generated over 1,500 calls last year. In addition, there are several palliative care facilities that the Fire Department frequents quite often. Trustee Bertucci stated that he is thankful that they are updating and improving their high-rise guidelines, as he lives in a high-rise downtown.

Trustee Schwingbeck thanked Chief Harris and his entire department for the job they do and asked about the 8,900 EMS calls from last year and what percentage The Moorings, Luther Village and Church Creek are responsible for, which Chief Harris advised that they have the data, however he does not have an exact number right now, although he can send it to him. Trustee Schwingbeck asked about the 2,200 fire calls, and if all of these are for actual fires, which Chief Harris advised that last year they saw about 19 structure fires, so the remainder of the calls are either false alarms, car fires or odor investigations.

Trustee Baldino thanked Chief Harris, Deputy Chief Hanselman and the entire department for the work they do and advised that he would love to come by and take a tour of the department again and discuss HAZMAT, as that is what he used to do. Trustee Baldino advised that the comments Chief Harris made about the fifth ambulance were heard and asked if there is anything else they need, which Chief

Harris advised if they can get the vehicles that they have ordered, then they have everything they need to provide for the community.

Trustee Dunnington congratulated Chief Harris and the entire Fire Department on their ISO Class 1 rating, as she knows that is a big deal, and thanked them for the tour.

Mr. Recklaus advised that Chief Harris hasn't been here a year yet and he couldn't be more proud of what he and everyone else in the department is doing. Our Village is very fortunate to have the caliber of people we have working in the Fire Department.

## Other Business

Melissa Cayer, Arlington Heights resident, stated to save money turn off the tv's at the Arlington Heights Park District buildings, the Arlington Heights library buildings and the Village Hall buildings. She also suggested the Arlington Heights Park District and Arlington Heights Memorial Library should be using the Village's Novus agenda system for their board meetings, and doesn't think Village resources should be used for the Toys for Tots collection.

## Adjournment

Trustee Tinaglia moved, seconded by Trustee Bertucci, to adjourn the meeting at 10:16 p.m. Upon a voice vote, the motion passed unanimously.

**Village Board**
**6/5/2023**

**Item:** Committee of the Whole 05/15/2023

**Department**: Village Manager's Office

Committee of the Whole 05/15/2023

**ATTACHMENTS:**

| **Description** | **Type** |
| --- | --- |
| COW minutes 5-15-23 | Minutes |

# MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS
## May 15, 2023

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

| | |
|---|---|
| BOARD MEMBERS PRESENT: | President Hayes; Trustees Bertucci, Dunnington, Grasse, LaBedz, Shirley, Schwingbeck, and Tinaglia |
| BOARD MEMBERS ABSENT: | Trustee Baldino |
| STAFF MEMBERS PRESENT: | Village Manager Randy Recklaus and Assistant Village Manager Diana Mikula |
| OTHERS PRESENT: | Shelia Kessler and Tim Vidrio |

**A. Interview of Shelia Kessler for appointment to the Arts Commission, term ending 4-30-2026.**

Mayor Hayes introduced Shelia Kessler and thanked her for her willingness to serve. Mayor Hayes asked Shelia to discuss her background and experience.

Shelia stated that her first job was Project Coordinator with the Evanston Arts Council and Evanston Public Arts Committee. When looking for a way to get involved with the community, she thought that the Arts Commission looked like a good fit. The current position that Shelia holds is at Northwestern University and does involve some fundraising. Shelia has been in Arlington Heights since 2009 and thought now would be a good time to get involved and give back.

Trustees asked what things Shelia has seen around town that make her want to get involved in the Arts Commission. Shelia stated when she first moved to Arlington Heights, she noticed the street light banners and how they changed. She also enjoys the various sculptures, especially the one outside the library. Discussion ensued regarding other creative ways to socially connect the village with public art such as murals and sculptures.

**Trustee La Bedz moved, seconded by Trustee Schwingbeck to recommend that the Village Board of Trustees recommend Shelia Kessler for appointment to the Arts Commission, term ending 4-30-2026.**

**The following voice vote was recorded:**

**8 Ayes** **0 Nays**

**The motion passed.**

**B. Consideration of recommending to the Liquor Commissioner the issuance of a Class E liquor license to Porky's BBQ, Inc. dba Porky's BBQ located at 41 S. Dunton Avenue.**

The Mayor swore in Timothy Vidrio, owner of Porky's BBQ.

Ms. Mikula gave the staff report. She stated that Porky's is an existing business in town that would like to add a liquor license. When they submitted the application in December, the submitted floor plan was reviewed to make sure that they were able to meet the 25 seats at tables minimum which is a part of the liquor code; that submitted plan was approved.

A walk through was conducted on May 15 and the floor plan was different than what was submitted and the furniture was not in place due to some delivery issues. Ms. Mikula did process them for the interview but indicated a second walk through will be needed to verify the layout mirrors the approved floor plan being reviewed tonight.

Porky's BBQ, Inc. dba Porky's BBQ is seeking a Class E license and the hours they are open do fall within the guidelines. Police completed background checks in April on the four owners: Timothy Vidrio, Carlos Vidrio, Anthony DiJohn and Michael Feuerstein. There were no issues noted.

Upon a satisfactory interview tonight, Ms. Mikula will go back and make sure that the floor plan does meet the minimum requirement. The license will not be released until the second walk through is satisfactorily completed verifying the floor plan layout and seating minimum is met.

The Mayor asked about the build out and arrival of the furniture. Mr. Vidrio stated that he hoped the furniture would arrive at the end of the week or early next week. The build out is complete, they are just putting on some finishing touches and some pictures on the walls.

Mr. Vidrio stated he does not have experience selling liquor, he has worked in restaurants but, in the back of the house as a chef. There are six employees and all of the employees are Basset certified.

Trustees thanked Mr. Vidrio for doing business in Arlington Heights. Discussion ensued regarding carding patrons purchasing alcohol and that the Village will be conducting liquor compliance checks from time to time. Mr. Vidrio stated all patrons purchasing alcohol will be carded. He stated his managers have experience with serving beer and wine. Trustees asked Mr. Vidrio about the serving of beer and wine. He stated that beer and wine will be served in individual cans and bottles and he understands that those can not be sold and taken out of the restaurant.

Ms. Mikula stated if they have submitted an outdoor dining license through Planning and have been approved, they can have the liquor in their approved outside area. Trustee Schwingbeck stated he knows of another establishment in town that opens and pour the beer or wine into a glass for patrons so that they cannot take a can and walk down the street.

**Trustee Grasse moved, seconded by Trustee LaBedz to recommend that the Village Board of Trustees recommend to the Liquor Commissioner the issuance of a Class E liquor license to Porky's BBQ, Inc dba Porky's BBQ located at 41 S. Dunton Avenue.**

Trustee Bertucci asked if the motion should include the need for a second walk through to verify the floor plan layout and seating as Ms. Mikula discussed. Discussion ensued and the motion was read into the record as follows:

**Trustee Grasse moved, seconded by Trustee LaBedz to recommend that the Village Board of Trustees recommend to the Liquor Commission the issuance of a Class E liquor license to Porky's BBQ, Inc dba Porky's BBQ located at 41 S. Dunton Avenue after a second walk through is satisfactorily completed verifying the floor plan layout and seating minimum is met**.

**The following voice vote was recorded:**

**8 Ayes** **0 Nays**

**The motion passed.**

**C. OTHER BUSINESS** - None

**D. ADJOURNMENT –** Trustee Bertucci moved, seconded by Trustee Schwingbeck to adjourn. The meeting adjourned at 7:24 pm.

**Village Board**
**6/5/2023**

**Item:** Village Board 05/15/2023

**Department**: Village Clerk

**ATTACHMENTS:**

| **Description** | **Type** |
| --- | --- |
| Village Board 5/15/2023 | 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
May 15, 2023
7:30 PM

## I. CALL TO ORDER

## II. PLEDGE OF ALLEGIANCE

## III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: LaBedz, Grasse, Shirley, Schwingbeck, Dunnington, Tinaglia and Bertucci. Trustee Baldino was absent.

Also present were: Randy Recklaus, Diana Mikula, Hart Passman, Charles Perkins and Becky Hume.

## IV. APPROVAL OF MINUTES

A. Committee of the Whole 05/01/2023 Approved

Trustee Robin LaBedz moved to approve. Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

B. Village Board 05/01/2023 Approved

Trustee Tom Schwingbeck moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley,

Tinaglia

Absent: Baldino

## V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 05/15/2023 Approved

Trustee James Bertucci moved to approve in the amount of $4,678,448.96.
Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

## VI. RECOGNITIONS AND PRESENTATIONS

President Hayes said the Village received an application for demolition of certain structures on the Arlington Park site on May 5. The Village is reviewing the application to make sure it is complete and compliant with Village code. The Village does not have authority to withhold approval for any reason if the property owner's plans comply with the Code and the plans are complete. Commercial demolition is not subject to discretion. The Board has no role it its approval. Once the demolition schedule is finalized it will be shared with the public on the website, vah.com.

Trustee Tinaglia said the Board is doing all we can to be as transparent as possible regarding this site. This is one more step in the process. It's a marathon, and the race is just getting started.

## VII. PUBLIC HEARINGS

## VIII. CITIZENS TO BE HEARD

Melissa Cayer said the Federal Department of Labor website has posted their pension fund report.

## IX. OLD BUSINESS

A. Report of the Committee of the Whole Meeting of May 8, 2023 Approved

Election of President Pro Tem

Trustee Schwingbeck moved, seconded by Trustee Baldino that the Committee-of-the-Whole recommend to the Board of Trustees to concur in the Mayor's recommendation that

Trustee Robin LaBedz continue as President ProTem for another two years.

Trustee Tom Schwingbeck moved to concur in the Mayor's appointment. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

B. Report of the Committee of the Whole Meeting of May 15, 2023 — Approved

Interview of Shelia Kessler for Appointment to the Arts Commission - term ending 4/30/26

Trustee Robin LaBedz moved to concur in the Mayor's appointment. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

C. Report of the Committee of the Whole Meeting of May 15, 2023 — Approved

Consideration of recommending to the Liquor Commissioner the issuance of a Class E liquor license to Porky's BBQ, Inc dba Porky's BBQ located at 41 S. Dunton Avenue.

Trustee Nicolle Grasse moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

## X. CONSENT AGENDA

### CONSENT APPROVAL OF BIDS

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

Absent: Baldino

| | | |
|---|---|---|
| A. | Wilke Road Resurfacing & Multi-Use Path – Phase 3 Construction Engineering Services | Approved |
| B. | Sodium Chloride (Road Salt) Purchase 2023 - Secondary Contract | Approved |
| C. | Full Roof Replacement at Fire Station #1 | Approved |
| D. | Uniform Proposal | Approved |
| E. | Stryker Medical LUCAS Device | Approved |
| F. | Thermoplastic Lane Marking Services 2023 - Contract Extension | Approved |
| G. | Forrest Avenue Stormwater Improvements - Phase 1 & 2 Engineering Services Agreement | Approved |
| H. | Race-Chicago Stormwater Improvement Project - Phase 1 & 2 Engineering Services Agreement | Approved |

**CONSENT LEGAL**

| | | |
|---|---|---|
| A. | Wilke Road Resurfacing & Multi-Use Path – Phase 3 Intergovernmental Agreement | Approved |

Trustee Jim Tinaglia moved to approve A2023-24. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

| | | |
|---|---|---|
| B. | Resolution – IDOT Agreement – Wilke Road Resurfacing & Multi-Use Path | Approved |

Trustee Jim Tinaglia moved to approve R2023-17/A2023-25. Trustee Robin

LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

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|---|---|---|
| C. | Ordinance-Code Amendment-Chapter 13-Alcoholic Liquor Dealers | Approved |

Trustee Jim Tinaglia moved to approve 2023-29. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

| | | |
|---|---|---|
| D. | Ordinance - Code Amendment - Chapter 13 - Alcoholic Liquor Dealers | Approved |

Trustee Jim Tinaglia moved to approve 2023-030. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

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|---|---|---|
| E. | Budget Amendment - Illinois Attorney General Organized Retail Crime Grant Program | Approved |

Trustee Jim Tinaglia moved to approve 2023-31. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

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|---|---|---|
| F. | Ordinance - Organized Retail Crime Grant (Fusus) | Approved |

Trustee Jim Tinaglia moved to approve 2023-32. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed

Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

G. Ordinance - Organized Retail Crime Grant (Flock) — Approved

Trustee Jim Tinaglia moved to approve 2023-33. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

H. Ordinance - Organized Retail Crime Grant (AVI) — Approved

Trustee Jim Tinaglia moved to approve 2023-34. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

**CONSENT REPORT OF THE VILLAGE MANAGER**

**CONSENT PETITIONS AND COMMUNICATIONS**

A. Permit Fee Waiver - Arlington Heights Memorial Library, 500 N Dunton — Approved

Trustee Jim Tinaglia moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

## XI. APPROVAL OF BIDS

## XII. NEW BUSINESS

A. Betty Haag Academy of Music - 3255 N. Arlington Heights Rd. / PC#23-001 Land Use Variation to allow 'Music Conservatories or Instruction' in M-1 District — Approved

President Hayes disclosed that his children were violin students of Mrs. Haag in the 1980's.

Betty Haag said her school moved to a site in the Village in 2021. It has a long and storied history in the community. Currently, she has approximately 100 students. They were unaware the site was not zoned for this kind of school until they applied for a business license. They were told to close within 60 days as they did not have permission to operate a school on the site and a sticker was put on the door. She believes they were treated unjustly.

Mr. Perkins said music instruction is not a permitted use in the zoning district. After the zoning was rejected, the school began to go through the process for approval. They do not have concerts on the site. If noise was an issue, then we could require noise reduction panels. The instruction is one on one. Staff and the Plan Commission recommended approval. There are some landscape issues on the site, but that is the responsibility of the property owner, not the tenant.

President Hayes noted one concern was the potential noise, there are 5 classrooms with individual instruction. The noise would not be louder than a person learning or practicing in a home. He said he was not concerned about the sound traveling.

Trustee Schwingbeck spoke with a few of the businesses nearby and none of them were worried that the noise would be disruptive. Mr. Perkins concurred saying no one came to the public hearing either. Trustee Schwingbeck said as there are other businesses there that are not manufacturers, he had no problem with this.

Trustee Bertucci asked Mrs. Haag if she agreed to the conditions. Mrs. Haag said she is willing to comply.

Trustee LaBedz pointed out that the petitioner is actually the property owner. Mrs. Haag is not responsible for the landscaping. This is not the first time this property owner has not alerted their potential tenants of zoning requirements. Mr. Perkins said they have been provided a letter saying that before they finalize a lease, future tenants should check with the Planning Department. Trustee LaBedz said she did not want this to happen to anyone else.

Trustee Dunnington asked if bicycle parking would be installed. Mr. Perkins said there are a couple of locations where they could be located, at this time it would be voluntary. The requirement is if the intensity increases causing more need for parking, otherwise it is not required.

Trustee Schwingbeck asked if the property owner agreed to the conditions. Mr. Perkins said the ordinance will be drafted, and the owner must sign that they are in agreement. Mrs. Haag said she could not afford soundproof panels. Mr. Perkins said that would be a private matter between the landlord and the operator.

Trustee Grasse said through the petition process, it is shown that we can be creative in bringing different kinds of uses to the community.

Ellen Placek-Zimmerman said she supports Mrs. Haag and the Academy. She said the Landlord agreed to the conditions at the Plan Commission hearing. This is not the first time this landlord has done this type of thing and she hoped the Village would put forth rules so others don't have to go through what Mrs. Haag has had to go through.

Alan Zimmerman said at the Plan Commission Hearing, the recommendations were put forth. The property owner acknowledged them. Anything beyond the front door is not Mrs. Haag's responsibility. Hopefully the Village can apply some pressure on the landlord so that Mrs. Haag can get a business license and function in the Village. Changing zoning should not be difficult. He said he was surprised the landlord has been able to create this kind of havoc for so long.

Trustee James Bertucci moved to approve the Land Use Variation to allow "Music Conservatories or Instruction" on the subject property with the following conditions: 1. The Petitioner, being an agent of the property owner, shall install landscaping in accordance with the approved site plan to the satisfaction of the Village no later than June 30, 2023. Should installation of landscaping not take place, the Village will enforce landscape installation requirements separately via the code enforcement process. 2. Should noise issues arise as determined by the Village, the proposed sound installation panels shall be installed with 30 days' notice. 3. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

| | | |
|---|---|---|
| B. | Metropolis PUD Amendment #2 - 11 S. Highland Ave / PC#23-003<br>Amendment to PUD to Amend Ord. 98-061, Variation | Approved |

Jeffrey Evans, attorney for the petitioner said they are seeking a variation for the Metropolis PUD. The area zoning is B-5, which allows medical offices, however, the PUD prohibits medical uses. They are hoping to build a dental office. The former use was a podiatrist/physical therapy office,

also a medical use, so their office would not alter the essential character of the property. The dentist is moving a few blocks from his original office of 16 years.

Mr. Perkins said the Metropolis PUD has three buildings on 3 lots. Medical uses can have a significant impact on parking. The previous medical use was there without the Village's knowledge. This is a 1,200 square foot space. There is sufficient parking for their use, as their clients are day clients. The Plan Commission recommends approval for only this space to be used as Medical within the PUD.

Trustee Schwingbeck confirmed that this is not an expansion of the practice. The office is closed Thursdays. Friday and Saturday are half days, two weekends a month. Is there interest in operating on Thursdays? Dr. Walter Zattera said no, he is keeping his current practice in its current form.

Trustee Grasse asked if there a different kind of garbage pick-up? Dr. Zattera said they do have a special pick up and they have that service contracted.

Trustee Tinaglia noted there is no room to grow in this space.

Trustee LaBedz explained there are several types of businesses which are exempt from municipal licensing by State Statute. Trustee Bertucci said many businesses which are licensed by the State are exempt from municipal licensing. Mr. Passman said there are some professions that are exempted from municipal licensure if they are licensed by the State, but not exclusively. He said he will work with staff so there is complete understanding.

Trustee Robin LaBedz moved to concur with the Plan Commission's recommendations. Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

## XIII. LEGAL

| | | |
|---|---|---|
| A. | Ordinance Amending Chapter 18 of the Municipal Code Regarding Electric Vehicle Parking | Approved |

Mr. Recklaus explained that in October the Board decided to install electric vehicle chargers for residents and customers of the Downtown. These chargers have been installed and their operation brings forward some needed changes to the Code for parking enforcement to ensure these

spaces are used for charging and not parking. The proposed Ordinance also eliminates the banning of backing into parking spaces. Chargers can pay via app or credit card. Enforcement officers will check to make sure people don't plug in and just sit there. If people are staying in the charging space over the limit, they will be charged through the app or credit card. If they are not charging, they will receive a ticket.

Trustee Robin LaBedz moved to approve 2023-35. Trustee Wendy Dunnington Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

B. Ordinance Amending Chapter 18 regarding Village Parking Facilities — Approved

Mr. Recklaus said on April 10, the Board discussed possible code and physical changes in regards to the Village's parking garages to improve safety. The proposed Ordinance designates our parking facilities for parking only. If people are camping or using the spaces for other activities, they will be cited for trespassing. For those with property in the garages, notice to remove property within seven days will be given. After that notice, staff will collect the items and dispose of them after 30 days. Those currently camping in the garages are known to staff and we will let them know personally of these changes. The Village will be securing boxes that can be locked to store their materials if they are removed from the garages. Warnings will be given to first offenders; the next step is a ticket with a fine of $5-$850. Repeat offenders could be charged with criminal trespassing and be placed under arrest.

Trustee Grasse asked how this policy will be made known. Mr. Recklaus said staff will be speaking to the people who are occupying the garages now to give them some notice. Signs will also be posted. Most juvenile activity is skateboarding, bottle dropping, and jumping between structures. Individuals will be warned and their name entered into our system. After that, we will call the juvenile's parents.

Trustee Tinaglia asked what happens if someone is warned. Mr. Recklaus said if someone is warned, they will be asked to leave. Later that day a sweep will occur. If they have not left, or return, a ticket be issued. These interactions will be entered into the system.

Trustee Shirley asked how the Constitution protects personal belongings located in a public place. Mr. Passman explained a combination of Constitutional property rights and State laws inform how we can deal with abandoned property. The Ordinance intends to balance those rights and ensure garages are used as they were intended. The Ordinance gives the Village the ability to hold belongings left in the garages, gives the property

owners fair warning, says the Village will keep the belongings for a limited amount of time, and allows for unclaimed property to be disposed of.

Trustee Shirley asked if we tag it and they move it to another location in the garage, does the clock start over? Mr. Recklaus said there is a finesse aspect the police officers will have to deploy, but there is the chance that that could happen. Mr. Passman said there will be learning curve for those who leave their things in our garages. If it doesn't work, we can amend the Ordinance. Trustee Shirley asked if they don't show for the adjudication because we can't serve them notice, what happens. Mr. Recklaus said it can escalate if we find people repeatedly trespassing. They will be in the system, warned, fined, didn't show up, and can be arrested for criminal trespassing.

Trustee Bertucci said the safety of those who live, work and visit the Village is a fundamental responsibility of village government. This Ordinance makes clear the garages will be used for their intended purposes. This is the 3rd safety ordinance the Board has passed in the last 12 months. Earlier tonight, the Board voted for equipment to help police enforcement, last year a Hotel Nuisance Ordinance was passed and calls have decreased greatly. The Village is one of the safest in the Chicago metro area.

Trustee Dunnington thought the people in the garages will move somewhere else in the Village. What services will be offered to them? Mr. Recklaus said staff will continue to connect them with social services to help find a home or temporary housing. He met with Journeys to discuss how we can leverage our resources and strengthen our partnership with them. Journeys is opening their facility next week, and we hope that facility will be helpful. As the weather is getting nicer, its good time to change patterns and usage of facilities. The garages are not intended for living, they are for parking. The Village also has a General Assistance program, we will help them.

Trustee Dunnington suggested increasing the holding time to 90 days as their property may include ID's, insurance information, or medicine. Unhoused people have issues with time management. It could take a lot of effort to replace IDs and supplies. It takes homeless people on average 4 months to find housing. Mr. Recklaus replied 30 days is the staff recommendation because the longer you keep an item, the more likely security becomes an issue. We are trying to strike a balance and don't want to create more administrative issues.

Trustee Schwingbeck asked about those sleeping in the garage, can staff safely remove their items? Mr. Recklaus said it depends, we are working with our contract cleaning service on how to handle some of the items. Trustee Schwingbeck noted many of the homeless will not have the money to pay fines. These items are their personal effects and may be everything they own. If they are in the hospital, he could make a case for holding the items longer, would that be possible? Mr. Recklaus said if someone is

hospitalized or incarcerated, we could make arrangements to work with the individual. The idea is to have a standard, to give predictability. We hope they will take it upon themselves to move out on their own and it won't be a major problem. Notice will be put on the wall for them to find their belongings.

Mr. Passman said the 30 days is not accidental, it is based on case law, and the Federal case law has held up the 30-day rule.

Trustee LaBedz asked how much stuff will there be? Mr. Recklaus said it is not known. We will learn and adjust as we go. We will make it easy for them to retrieve their belongings.

Trustee Tinaglia asked how often are we going to patrol the garages? Mr. Recklaus said every day, a couple of times a day. Trustee Tinaglia asked if someone is being asked to leave, why can't we ask them at the very first discussion, to take their things with you when they leave? Mr. Recklaus said we can tell them, but it presupposes they have a place to put it. We will sign it and let them know. If someone is setting up, we will tell them to take their things and leave. Trustee Tinaglia said after the first wave of challenges are past us, before anyone makes a home, they will be stopped quickly. Mr. Recklaus agreed saying word is already spreading. We will continue to communicate with the people.

Resident Keith Moens said the Village shouldn't criminalize people who need our help. Rousting them along does not solve the problem. He doesn't see where social services are mandated to be offered to them. We are giving millions of dollars to a sports franchise who doesn't need it, and not offering more humane services to these individuals.

President Hayes responded that the Village is not giving millions of dollars to a football team. We are trying to strike a balance between the constitutional rights of these unhoused people and the rights of the people to use the parking garages safely. Everyone is a stakeholder including those who wish to park safely.

Trustee James Bertucci moved to approve 2023-36. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

## XIV. REPORT OF THE VILLAGE MANAGER

## XV. APPOINTMENTS

## XVI. PETITIONS AND COMMUNICATIONS

President Hayes extended condolences to the family of William Ploger, a former Park District Trustee who passed away suddenly last week.

Trustee Schwingbeck reminded residents of the Memorial Day Parade on May 29th. Arlington Remembers signs will be passed along the Parade route.

## XVII. ADJOURNMENT

Trustee James Bertucci moved to adjourn at 9:07 p.m. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Absent: Baldino

**Village Board**
**6/5/2023**

**Item:** Warrant Register 05/30/2023

**Department**: Village Clerk

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Warrant Register 05/30/2023 | Warrant Register |

**VILLAGE OF ARLINGTON HEIGHTS**

**WARRANT REGISTER FOR**

**CHECK DATE: 5/30/2023**

| Fund | Fund Description | Total Transaction Amount |
|---|---|---|
| 101 | GENERAL FUND | $729,339.86 |
| 211 | MOTOR FUEL TAX FUND | $374,671.51 |
| 215 | CDBG FUND | $20,000.00 |
| 227 | FOREIGN FIRE INS TAX FUND | $11,954.20 |
| 231 | CRIMINAL INVESTIGATION FD | $13,482.65 |
| 235 | MUNICIPAL PARKG OPR FUND | $22,862.82 |
| 263 | TIF IV | $1,957.50 |
| 264 | TIF V | $375.00 |
| 266 | HICKORY KENSINGTON TIF | $165,000.00 |
| 267 | SOUTH ARL HTS RD TIF | $5,872.50 |
| 401 | CAPITAL PROJECTS FUND | $958,842.80 |
| 426 | STORM WATER CONTROL FUND | $133,814.68 |
| 505 | WATER AND SEWER FUND | $621,350.06 |
| 511 | SOLID WASTE FUND SWANCC | $145,630.00 |
| 515 | ARTS ENTERT & EVENTS FUND | $32,088.83 |
| 605 | HEALTH INSURANCE FUND | $1,070,688.42 |
| 615 | WORKERS COMPENSATION INS | $5,832.51 |
| 621 | FLEET OPERATIONS FUND | $304,110.88 |
| 625 | TECHNOLOGY FUND | $29,352.77 |
| 715 | GUARANTY DEPOSITS FUND | $2,400.00 |
| | **TOTAL ALL FUNDS** | **$4,649,626.99** |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0000 | **NON DEPARTMENTAL** | | | | |
| | | | | | **$0.00** |
| | 101-0000-489900- | AUDIBLE INC. | SUBSCRIPTION | $7.95 | |
| | 101-0000-489900- | AUDIBLE INC. | SUBSCRIPTION REFUND | ($7.95) | |
| | | | | | **$57.63** |
| 302071 | 101-0000-489850- | MERCHANTS CREDIT GUIDE CO | COLLECTION FEES | $57.63 | |
| | | | | | **$200.00** |
| 302102 | 715-0000-220930- | CANELLA CONSTRUCTION | BOND REFUND | $200.00 | |
| | | | | | **$200.00** |
| 302103 | 715-0000-220930- | DAN MANELLA | BOND REFUND | $200.00 | |
| | | | | | **$200.00** |
| 302104 | 715-0000-220930- | FAIRFIELD HOMES, INC. | BOND REFUND | $200.00 | |
| | | | | | **$200.00** |
| 302105 | 715-0000-220930- | FRANK DAIELLO | BOND REFUND | $200.00 | |
| | | | | | **$200.00** |
| 302106 | 715-0000-220930- | GARCIA CONCRETE | BOND REFUND | $200.00 | |
| | | | | | **$200.00** |
| 302107 | 715-0000-220930- | JONATHAN VAN DUCH | BOND REFUND | $200.00 | |
| | | | | | **$200.00** |
| 302108 | 715-0000-220930- | MATT HUELS | BOND REFUND | $200.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0000 | | | | | |
| 302109 | 715-0000-220930- | RAMIREZ N SON'S CONCRETE | BOND REFUND | $200.00 | **$200.00** |
| 302110 | 715-0000-220930- | RICHARD C DUBOIS | BOND REFUND | $200.00 | **$200.00** |
| 302111 | 715-0000-220930- | RM OLSON CONCRETE INC | BOND REFUND | $200.00 | **$200.00** |
| 302112 | 715-0000-220930- | TED WARD | BOND REFUND | $200.00 | **$200.00** |
| 302113 | 715-0000-220930- | TOTAL PAVING | BOND REFUND | $200.00 | **$200.00** |
| 302114 | 101-0000-441250- | AH RRI HOTEL LIMITED | CITATION REFUND | $100.00 | **$100.00** |
| 302116 | 505-0000-120800- | MACHALEK, KEVIN | WATER REFUND | $299.96 | **$299.96** |
| 302117 | 505-0000-120800- | WOLOSHIN, RONNA | WATER REFUND | $19.70 | **$19.70** |
| 302118 | 101-0000-421050- | MERT ALPSOY | VEHICLE STICKER REFUND | $60.00 | **$60.00** |
| 902046 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | FSA | $1,097.40 | **$7,255.41** |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 0000 | 902046 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | FSA | $6,158.01 | |
| | | | | | | **$6,962.76** |
| | 902049 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | FSA | $538.44 | |
| | 902049 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | FSA | $6,424.32 | |
| | | | | | | **$8,338.62** |
| | 902050 | 101-0000-210810- | DEARBORN LIFE INS CO | STD / LIFE INSURANCE JUNE 2023 | $173.97 | |
| | 902050 | 101-0000-210810- | DEARBORN LIFE INS CO | STD / LIFE INSURANCE JUNE 2023 | $8,164.65 | |
| | | | | | | **$275.09** |
| | 902051 | 101-0000-210820- | SONTIQ | ID THEFT PROTECTION APR 23 | $275.09 | |
| | | | | | | **$2,554.62** |
| | 902053 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | DEPENDENT CARE/HEALTH CARE FSA | $2,554.62 | |
| | | | | | | **$5,117.62** |
| | 902055 | 101-0000-211060- | VISION SERVICE PLAN | VISION JUNE 2023 | $752.56 | |
| | 902055 | 101-0000-211060- | VISION SERVICE PLAN | VISION JUNE 2023 | $4,365.06 | |
| | | | | | | **$5,011.16** |
| | 902058 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | HEALTH/DEPENDENT CARE FSA | $538.44 | |
| | 902058 | 101-0000-210940- | EMPLOYEE BENEFITS CORP | HEALTH/DEPENDENT CARE FSA | $4,472.72 | |
| | | | | **DEPARTMENT 0000 TOTAL:** | $38,452.57 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0101 | **BOARD OF TRUSTEES ADMIN** | | | | |
| | | | | | **$160.47** |
| | 101-0101-521650- | ALT THAI | LUNCH MEETING | $75.48 | |
| | 101-0101-521650- | MARIANO'S | MISCELLANEOUS SUPPLIES | $26.00 | |
| | 101-0101-521650- | JEWEL OSCO 3422 | MISCELLANEOUS SUPPLIES | $58.99 | |
| | | | | | **$636.00** |
| 301963 | 101-0101-521650- | CAPTION FIRST INC | CAPTIONING SERVICES | $318.00 | |
| 301963 | 101-0101-521650- | CAPTION FIRST INC | CAPTIONING SERVICES | $318.00 | |
| | | | | | **$29.64** |
| 302008 | 101-0101-530050- | FASTSIGNS | PRINTING SERVICES | $29.64 | |
| | | | | | **$4,500.00** |
| 302061 | 101-0101-521650- | LORELLE COMMUNICATIONS INC | PROFESSIONAL SERVICES | $4,500.00 | |
| | | | | | **$5,269.00** |
| 302181 | 101-0101-522020- | UNITED STATES CONFERENCE OF MAYORS | DUES | $5,269.00 | |
| | | | **DEPARTMENT 0101 TOTAL:** | $10,595.11 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0201 | **INTEGRATED SERVICES ADMIN** | | | | |
| | | | | | **$365.86** |
| | 101-0201-521650- | STARBUCKS COFFEE CO | MEETING SUPPLIES | $40.00 | |
| | 101-0201-530010- | JOURNAL & TOPICS NEWSPAPERS | SUBSCRIPTION | $0.89 | |
| | 101-0201-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $16.99 | |
| | 101-0201-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $7.98 | |
| | 515-0201-540550- | LA TASCA TAPAS | MISCELLANEOUS SUPPLIES | $300.00 | |
| | | | | | **$100.00** |
| 301947 | 101-0201-521650- | AT & T MOBILITY | ACCT 23106787838 | $100.00 | |
| | | | | | **$2,000.00** |
| 301954 | 515-0201-540550- | BLOOZE BROTHERS BAND | SOUNDS OF SUMMER | $2,000.00 | |
| | | | | | **$14.81** |
| 301962 | 101-0201-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $14.81 | |
| | | | | | **$3,500.00** |
| 301998 | 515-0201-540550- | DIGGING RECORDS INC | SOUNDS OF SUMMER | $3,500.00 | |
| | | | | | **$7,200.00** |
| 302002 | 515-0201-540550- | DOUBLE D BOOKING INC | SOUNDS OF SUMMER | $2,000.00 | |
| 302002 | 515-0201-540550- | DOUBLE D BOOKING INC | SOUNDS OF SUMMER | $2,500.00 | |
| 302002 | 515-0201-540550- | DOUBLE D BOOKING INC | SOUNDS OF SUMMER | $2,700.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0201 | | | | | |
| | | | | | **$479.65** |
| 302008 | 515-0201-540550- | FASTSIGNS | PRINTING SERVICES | $479.65 | |
| | | | | | **$1,200.00** |
| 302034 | 101-0201-522020- | ICMA MEMBERSHIP RENEWALS | DUES | $1,200.00 | |
| | | | | | **$615.25** |
| 302036 | 101-0201-522020- | IL CITY/COUNTY MGMT ASSOC | DUES | $615.25 | |
| | | | | | **$1,600.00** |
| 302120 | 515-0201-540550- | PAMELA HALL | SOUNDS OF SUMMER | $1,600.00 | |
| | | | | | **$90.47** |
| 302124 | 101-0201-522030- | PETTY CASH | MISCELLANEOUS SUPPLIES | $45.47 | |
| 302124 | 101-0201-522030- | PETTY CASH | TRAVEL & TRAINING | $45.00 | |
| | | | | | **$2,750.00** |
| 302155 | 515-0201-540550- | SNOWGIRL PRODUCTIONS LLC | SOUNDS OF SUMMER | $2,750.00 | |
| | | | | | **$1,600.00** |
| 302156 | 515-0201-540550- | SPEARS, REID | SOUNDS OF SUMMER | $1,600.00 | |
| | | | | | **$7,000.00** |
| 302170 | 515-0201-540550- | THE RIGHT STUFF ENTERTAINMENT, INC. | SOUNDS OF SUMMER | $3,000.00 | |
| 302170 | 515-0201-540550- | THE RIGHT STUFF ENTERTAINMENT, INC. | SOUNDS OF SUMMER | $4,000.00 | |
| | | | | | **$2,250.00** |
| 302174 | 515-0201-540550- | TOM CAREY MUSIC INC | SOUNDS OF SUMMER | $2,250.00 | |
| | | | **DEPARTMENT 0201 TOTAL:** | $30,766.04 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0301 | **HUMAN RESOURCES ADMIN** | | | | |
| | | | | | **$4,775.91** |
| | 101-0301-520050- | SOCIETY FOR HUMAN RESOURCE MANAGEMENT | PROFESSIONAL SERVICES | $1,030.86 | |
| | 101-0301-522010- | GOVHR USA LLC | ADVERTISING | $350.00 | |
| | 101-0301-522010- | WORKPLACE DIVERSITY | ADVERTISING | $200.00 | |
| | 101-0301-522010- | ICMA DISTRIBUTION CENTER | ADVERTISING | $75.00 | |
| | 101-0301-522010- | WORKPLACE DIVERSITY | ADVERTISING | $200.00 | |
| | 101-0301-522010- | WORKPLACE DIVERSITY | ADVERTISING | $200.00 | |
| | 101-0301-522010- | IL GFOA | ADVERTISING | $250.00 | |
| | 101-0301-522010- | WORKPLACE DIVERSITY | ADVERTISING | $200.00 | |
| | 101-0301-530050- | AMAZON.COM | MISCELLANEOUS SUPPLIES | $105.28 | |
| | 101-0301-540700- | GREAT PAPERS | PRINTING SERVICES | $26.48 | |
| | 101-0301-540700- | TORTORICE'S PIZZERIA | LUNCH MEETING | $141.34 | |
| | 101-0301-540700- | SURVEY MONKEY | SUBSCRIPTION RENEWAL CHARGE | $468.00 | |
| | 605-0301-520500- | NORTHWEST COMMUNITY HOSPITAL | PHYSICALS | $12.90 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 0301 | | 605-0301-520500- | NORTHWEST COMMUNITY HOSPITAL | PHYSICALS | $115.93 | |
| | | 605-0301-520500- | | | $902.14 | |
| | | 605-0301-520500- | NORTHWEST COMMUNITY HOSPITAL | PHYSICALS | $144.52 | |
| | | 615-0301-520500- | FUNCTIONAL MOVEMENT SYSTEMS, LLC | MEMBERSHIP FEE | $99.00 | |
| | | 615-0301-520500- | JIMMY JOHNS | MISCELLANEOUS SUPPLIES | $118.64 | |
| | | 615-0301-520500- | JIMMY JOHNS | MISCELLANEOUS SUPPLIES | $135.82 | |
| | | | | | | **$13.21** |
| | 301962 | 101-0301-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $13.21 | |
| | | | | | | **$5,399.05** |
| | 302014 | 615-0301-542750- | GALLAGHER BASSETT SERVICES INC | APRIL CLAIMS GALLAGHER BASSETT | $5,399.05 | |
| | | | | | | **$7,586.00** |
| | 302090 | 605-0301-520500- | NORTHWEST COMMUNITY HOSPITAL | BIENNIAL PHYSICAL | $51.00 | |
| | 302090 | 605-0301-520500- | NORTHWEST COMMUNITY HOSPITAL | BIENNIAL PHYSICAL | $890.00 | |
| | 302090 | 605-0301-520500- | NORTHWEST COMMUNITY HOSPITAL | BIENNIAL PHYSICAL | $2,395.00 | |
| | 302090 | 605-0301-520500- | NORTHWEST COMMUNITY HOSPITAL | BIENNIAL PHYSICAL | $4,250.00 | |
| | | | | | | **$10,484.76** |
| | 302094 | 605-0301-520500- | NORTHWEST MUNICIPAL CONFERENCE | TRAVEL & TRAINING | $10,484.76 | |
| | | | | | | **$80.00** |
| | 302124 | 615-0301-520500- | PETTY CASH | PROFESSIONAL SERVICES | $80.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0301 | | | | | **$294,311.28** |
| 902047 | 605-0301-542750- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL | $271,989.47 | |
| 902047 | 605-0301-542770- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL | $22,321.81 | |
| | | | | | **$8,403.14** |
| 902050 | 605-0301-520650- | DEARBORN LIFE INS CO | STD / LIFE INSURANCE JUNE 2023 | $4,428.54 | |
| 902050 | 605-0301-520660- | DEARBORN LIFE INS CO | STD / LIFE INSURANCE JUNE 2023 | $3,974.60 | |
| | | | | | **$6,877.23** |
| 902052 | 605-0301-520450- | BENISTAR/HARTFORD - 6795 | JUNE 2023 RETIREE CARVE OUT | $209.95 | |
| 902052 | 605-0301-542750- | BENISTAR/HARTFORD - 6795 | JUNE 2023 RETIREE CARVE OUT | $6,667.28 | |
| | | | | | **$433,089.39** |
| 902054 | 605-0301-542750- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL | $404,359.27 | |
| 902054 | 605-0301-542770- | BLUE CROSS BLUE SHIELD OF ILLINOIS | MEDICAL/DENTAL | $28,730.12 | |
| | | | | | **$308,138.76** |
| 902057 | 605-0301-520600- | HMO ILLINOIS | JUNE 2023 HMO BILLING | $308,138.76 | |
| | | | | | **$622.37** |
| 902061 | 605-0301-520440- | EMPLOYEE BENEFITS CORP | ADMIN FEES | $8.24 | |
| 902061 | 605-0301-520440- | EMPLOYEE BENEFITS CORP | ADMIN FEES | $61.80 | |
| 902061 | 605-0301-520440- | EMPLOYEE BENEFITS CORP | ADMIN FEES | $552.33 | |
| | | | **DEPARTMENT 0301 TOTAL:** | $1,079,781.10 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0401 | **LEGAL DEPARTMENT ADMIN** | | | | |
| | | | | | **$7,367.50** |
| 301972 | 101-0401-520200- | CLARK BAIRD SMITH LLP | PROFESSIONAL SERVICES | $7,367.50 | |
| | | | | | **$140.90** |
| 302194 | 101-0401-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $140.90 | |
| | | | | | **$59,688.78** |
| 902059 | 101-0401-520100- | ELROD FRIEDMAN LLP | MARCH 2023 LEGAL SERVICES | $59,688.78 | |
| | | | | | **$38,572.18** |
| 902060 | 101-0401-520100- | ELROD FRIEDMAN LLP | APRIL 2023 LEGAL SERVICES | $38,572.18 | |
| | | | **DEPARTMENT 0401 TOTAL:** | $105,769.36 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0501 | **FINANCE ADMIN** | | | | |
| | | | | | **$164.24** |
| | 101-0501-521650- | PASSERO | FINANCE MEETING | $123.26 | |
| | 101-0501-521650- | APPLE STORE | iCLOUD STORAGE | $0.99 | |
| | 101-0501-521650- | APPLE STORE | iCLOUD STORAGE | $0.99 | |
| | 101-0501-530010- | CONSUMER REPORTS | ANNUAL SUBSCRIPTION | $39.00 | |
| | | | | | **$149.50** |
| 301968 | 101-0501-530010- | CHICAGO TRIBUNE | SUBSCRIPTION | $149.50 | |
| | | | | | **$197.10** |
| 301994 | 101-0501-522010- | DAILY HERALD | ADVERTISING | $197.10 | |
| | | | | | **$543.00** |
| 302013 | 101-0501-530050- | FTI GROUP | PRINTING SERVICES | $543.00 | |
| | | | | | **$2,066.22** |
| 302058 | 101-0501-522030- | KUEHNE, THOMAS | TRAVEL & TRAINING | $2,066.22 | |
| | | | | | **$551.05** |
| 302098 | 101-0501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $22.19 | |
| 302098 | 101-0501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $40.19 | |
| 302098 | 101-0501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $68.36 | |
| 302098 | 101-0501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $420.31 | |
| | | | | | **$34.91** |
| 302124 | 101-0501-522030- | PETTY CASH | TRAVEL & TRAINING | $34.91 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0501 | | | | | **$1,173.09** |
| 302150 | 101-0501-522100- | SEBIS DIRECT INC | PRINTING SERVICES | $1,173.09 | |
| | | | | | **$63.96** |
| 302194 | 101-0501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| 302194 | 101-0501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $37.96 | |
| | | | | | **$5,539.05** |
| 902048 | 101-0501-522050- | CITIBANK | POSTAGE | $5,539.05 | |
| | | | | | **$5,407.00** |
| 902056 | 505-0501-522050- | SEBIS DIRECT INC | MAY POSTAGE REPLENISHMENT | $5,407.00 | |
| | | | **DEPARTMENT 0501 TOTAL:** | $15,889.12 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0601 | **INFORMATION TECHNOLOGY ADMIN** | | | | |
| | | | | | **$386.18** |
| | 625-0601-521650- | RCN | MISCELLANEOUS SERVICES | $77.94 | |
| | 625-0601-522030- | POTBELLY SANDWICH SHOP | MISCELLANEOUS SUPPLIES | $38.92 | |
| | 625-0601-522030- | MARTPARC WELLS | TRAVEL & TRAINING | $60.00 | |
| | 625-0601-533050- | SIMPLEMDM | OFFICE SUPPLIES | $118.32 | |
| | 625-0601-533050- | CLOUDFLARE | OFFICE SUPPLIES | $25.00 | |
| | 625-0601-550100- | EBAY | OFFICE SUPPLIES | $66.00 | |
| | | | | | **$186.87** |
| 301932 | 625-0601-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $56.88 | |
| 301932 | 625-0601-530050- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $129.99 | |
| | | | | | **$850.00** |
| 301965 | 625-0601-550100- | CDS OFFICE TECHNOLOGIES | OFFICE EQUIPMENT | $850.00 | |
| | | | | | **$4,539.87** |
| 301982 | 625-0601-521650- | COMCAST PROCESSING CENTER | ACCT 907065060 | $4,539.87 | |
| | | | | | **$4,539.87** |
| 301983 | 625-0601-521650- | COMCAST PROCESSING CENTER | ACCT 907065060 | $4,539.87 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 0601 | | | | | **$64.99** |
| 302137 | 625-0601-521650- | RCN | ACCT 020141183401 | $64.99 | |
| | | | | | **$64.99** |
| 302138 | 625-0601-521650- | RCN | ACCT 020144077001 | $64.99 | |
| | | | | | **$180.00** |
| 302177 | 625-0601-550100- | TYLER TECHNOLOGIES INC | COMPUTERS,DP & WORD PROC. | $180.00 | |
| | | | | | **$18,540.00** |
| 902045 | 625-0601-520050- | MUNICIPAL GIS PARTNERS INC | GIS STAFFING SERVICES | $18,540.00 | |
| | | | **DEPARTMENT 0601 TOTAL:** | $29,352.77 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 1008 | **BOARDS & COMM FIRE & POL COMM** | | | | |
| | | | | | **$2,400.00** |
| 302161 | 101-1008-520750- | STEPHEN LASER & ASSOCIATES | PROFESSIONAL SERVICES | $2,400.00 | |
| | | | **DEPARTMENT 1008 TOTAL:** | $2,400.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 1010 | **BOARDS & COMM ENVIRONMNTL COMM** | | | | |
| | | | | | **$223.68** |
| | 101-1010-522100- | AMERMARK DIRECT | ENVIRONMENTAL SUPPLIES | $223.68 | |
| | | | **DEPARTMENT 1010 TOTAL:** | $223.68 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 1018 | **BOARDS & COMM SPECIAL EVENTS** | | | | |
| | | | | | **$1,242.80** |
| 301937 | 515-1018-540550- | ARLINGTON RENTAL INC | EVENT SUPPLIES | $1,242.80 | |
| | | | | | **$50.42** |
| 301955 | 515-1018-540550- | BRADLEY KATZ | REIMBURSEMENT | $50.42 | |
| | | | | | **$547.40** |
| 302008 | 515-1018-540550- | FASTSIGNS | PRINTING SERVICES | $547.40 | |
| | | | **DEPARTMENT 1018 TOTAL:** | $1,840.62 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 2005 | **SPECIAL EVENTS METROPOLIS THTR** | | | | |
| | | | | | **$1,219.18** |
| | 515-2005-550550- | B&H PHOTO | THEATER SUPPLIES | $679.96 | |
| | 515-2005-550550- | B&H PHOTO | THEATRE EQUIPMENT | $539.22 | |
| | | | **DEPARTMENT 2005 TOTAL:** | $1,219.18 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3001 | **POLICE DEPT ADMIN** | | | | |
| | | | | | **$2,507.75** |
| | 101-3001-522030- | IL DIVISION IAI | TRAVEL & TRAINING | $275.00 | |
| | 101-3001-522030- | IL DIVISION IAI | TRAVEL & TRAINING | $275.00 | |
| | 101-3001-522030- | CELLEBRITE USA CORP | TRAVEL & TRAINING | $289.00 | |
| | 101-3001-522030- | STREET COP TRAINING | TRAVEL & TRAINING | $450.00 | |
| | 101-3001-522030- | AMERICAN AIRLINES | TRAVEL & TRAINING | ($243.75) | |
| | 101-3001-522030- | AMERICAN AIRLINES | TRAVEL & TRAINING | ($243.75) | |
| | 101-3001-522030- | SOUTHWEST AIRLINES | TRAVEL & TRAINING | $274.97 | |
| | 101-3001-522030- | SOUTHWEST AIRLINES | TRAVEL & TRAINING | $274.97 | |
| | 101-3001-530050- | AMAZON COM CAPITAL SERVICES | MISCELLANEOUS SUPPLIES | $4.99 | |
| | 101-3001-530050- | SAMS CLUB | MISCELLANEOUS SUPPLIES | $260.83 | |
| | 101-3001-530050- | AMAZON COM CAPITAL SERVICES | MISCELLANEOUS SUPPLIES | $8.79 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 3001 | | 101-3001-530350- | AMAZON COM CAPITAL SERVICES | POLICE EQUIPMENT & SUPPLY | $151.94 | |
| | | 101-3001-533050- | DELL MARKETING LP | POLICE EQUIPMENT & SUPPLY | $85.78 | |
| | | 101-3001-533250- | AMAZON COM CAPITAL SERVICES | POLICE EQUIPMENT & SUPPLY | $74.58 | |
| | | 101-3001-533250- | AMAZON COM CAPITAL SERVICES | POLICE EQUIPMENT & SUPPLY | $28.00 | |
| | | 101-3001-533250- | BURGER BARON II | EQUIPMENT MAINTENANCE | $321.24 | |
| | | | | MEETING SUPPLIES | | |
| | | 101-3001-533250- | GARRETT BRANDS, LLC | MISCELLANEOUS SUPPLIES | $178.18 | |
| | | 101-3001-533300- | AMAZON COM CAPITAL SERVICES | EQUIPMENT MAINTENANCE | $41.98 | |
| | | | | | | **$299.32** |
| | 301924 | 101-3001-521650- | ACCURATE DOCUMENT DESTRUCTION | PROFESSIONAL SERVICES | $299.32 | |
| | | | | | | **$77.00** |
| | 301926 | 101-3001-533250- | ACTIVE LOCK AND KEY LTD | POLICE EQUIPMENT & SUPPLY | $77.00 | |
| | | | | | | **$198.38** |
| | 301928 | 101-3001-522030- | AIELLO, JEFFREY C | TRAVEL & TRAINING | $198.38 | |
| | | | | | | **$17,234.48** |
| | 301930 | 101-3001-521650- | ALEXIAN BROS CENTER MENTAL HEALTH | PROFESSIONAL SERVICES | $17,234.48 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3001 | | | | | |
| | | | | | **$460.32** |
| 301931 | 101-3001-521650- | ALKSNIS, JEANETTE | CARE GRANT | $460.32 | |
| | | | | | **$7,135.11** |
| 301956 | 101-3001-533050- | BRANDING TOUCHPOINT | POLICE EQUIPMENT & SUPPLY | $960.00 | |
| 301956 | 101-3001-533250- | BRANDING TOUCHPOINT | POLICE EQUIPMENT & SUPPLY | $3,793.60 | |
| 301956 | 101-3001-533300- | BRANDING TOUCHPOINT | POLICE EQUIPMENT & SUPPLY | $325.83 | |
| 301956 | 101-3001-533300- | BRANDING TOUCHPOINT | POLICE EQUIPMENT & SUPPLY | $629.18 | |
| 301956 | 101-3001-533300- | BRANDING TOUCHPOINT | POLICE EQUIPMENT & SUPPLY | $1,426.50 | |
| | | | | | **$8,375.00** |
| 301957 | 101-3001-521650- | BRIGHTSIDE CLINIC | CARE GRANT | $2,000.00 | |
| 301957 | 101-3001-521650- | BRIGHTSIDE CLINIC | CARE GRANT | $2,250.00 | |
| 301957 | 101-3001-521650- | BRIGHTSIDE CLINIC | CARE GRANT | $4,125.00 | |
| | | | | | **$615.98** |
| 301973 | 101-3001-522030- | CLARKE, BRIAN | TRAVEL & TRAINING | $615.98 | |
| | | | | | **$115.83** |
| 301981 | 101-3001-521650- | COMCAST CABLE | ACCT 8771100721154787 | $115.83 | |
| | | | | | **$107.14** |
| 301999 | 101-3001-533300- | STEVEN DINOV | POLICE EQUIPMENT & SUPPLY | $107.14 | |
| | | | | | **$50.24** |
| 302007 | 101-3001-521650- | EXPERIAN | OFFICE SUPPLIES | $50.24 | |
| | | | | | **$264.15** |
| 302019 | 101-3001-521650- | GOLF ROSE PET LODGE | VET SERVICES | $23.40 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 3001 | 302019 | 101-3001-521650- | GOLF ROSE PET LODGE | VET SERVICES | $29.00 | |
| | 302019 | 101-3001-521650- | GOLF ROSE PET LODGE | VET SERVICES | $211.75 | |
| | | | | | | **$736.94** |
| | 302027 | 101-3001-522030- | HEFFERNAN, JEFFREY | TRAVEL & TRAINING | $90.06 | |
| | 302027 | 101-3001-522030- | HEFFERNAN, JEFFREY | TRAVEL & TRAINING | $171.90 | |
| | 302027 | 101-3001-522030- | HEFFERNAN, JEFFREY | TRAVEL & TRAINING | $474.98 | |
| | | | | | | **$250.00** |
| | 302038 | 101-3001-522030- | IL JUVENILE OFFICERS ASSOCIATION | TRAVEL & TRAINING | $250.00 | |
| | | | | | | **$100.00** |
| | 302039 | 101-3001-522020- | IL POLICE ACCREDITATION COALITION | DUES | $100.00 | |
| | | | | | | **$24.98** |
| | 302057 | 101-3001-522150- | KONICA MINOLTA BUSINESS USA | OFFICE MACHINES & ACCESS | $24.98 | |
| | | | | | | **$254.52** |
| | 302062 | 101-3001-533250- | LOWES COMMERCIAL SERVICES | POLICE EQUIPMENT & SUPPLY | $254.52 | |
| | | | | | | **$147.93** |
| | 302068 | 101-3001-521650- | MCDONALD'S #1783 | MISCELLANEOUS SERVICES | $147.93 | |
| | | | | | | **$131.20** |
| | 302074 | 101-3001-530350- | ROBERT MICHELOTTI | CLOTHING & APPAREL | $131.20 | |
| | | | | | | **$500.00** |
| | 302086 | 101-3001-522030- | NORTH EAST MULTI REGIONAL TRAINING | TRAVEL & TRAINING | $200.00 | |
| | 302086 | 101-3001-522030- | NORTH EAST MULTI REGIONAL TRAINING | TRAVEL & TRAINING | $300.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

Department 3001

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$210.00** |
| 302088 | 101-3001-522020- | NORTHERN IL POLICE ALARM SYSTEM | DUES | $210.00 | |
| | | | | | **$153.81** |
| 302095 | 101-3001-522030- | O'LEARY, JOHN | TRAVEL & TRAINING | $153.81 | |
| | | | | | **$192.16** |
| 302098 | 101-3001-522150- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $116.89 | |
| 302098 | 101-3001-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $19.51 | |
| 302098 | 101-3001-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $55.76 | |
| | | | | | **$46.59** |
| 302101 | 101-3001-521650- | OMNI YOUTH SERVICES INC | CARE GRANT | $46.59 | |
| | | | | | **$153.58** |
| 302125 | 101-3001-521650- | PETTY CASH/POLICE | VEH MAINTENANCE SUPPLY | $13.58 | |
| 302125 | 101-3001-522020- | PETTY CASH/POLICE | TRAVEL & TRAINING | $40.00 | |
| 302125 | 101-3001-522020- | PETTY CASH/POLICE | TRAVEL & TRAINING | $100.00 | |
| | | | | | **$1,075.85** |
| 302136 | 101-3001-530350- | RAY O'HERRON | CLOTHING & APPAREL | $54.99 | |
| 302136 | 101-3001-530350- | RAY O'HERRON | POLICE EQUIPMENT & SUPPLY | $510.43 | |
| 302136 | 101-3001-530350- | RAY O'HERRON | POLICE EQUIPMENT & SUPPLY | $510.43 | |
| | | | | | **$3,000.00** |
| 302151 | 101-3001-522030- | SEFTON, CHRISTOPHER | TUITION REIMBURSEMENT | $3,000.00 | |
| | | | | | **$58.51** |
| 302152 | 101-3001-533050- | SHERWIN ACE HARDWARE | POLICE EQUIPMENT & SUPPLY | $21.99 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 3001 | 302152 | 101-3001-533250- | SHERWIN ACE HARDWARE | POLICE EQUIPMENT & SUPPLY | $13.97 | |
| | 302152 | 101-3001-533250- | SHERWIN ACE HARDWARE | POLICE EQUIPMENT & SUPPLY | $22.55 | |
| | | | | | | **$75.00** |
| | 302163 | 101-3001-521650- | SUBURBAN ACCENTS INC | VEH MAINTENANCE SUPPLY | $75.00 | |
| | | | | | | **$290.50** |
| | 302164 | 101-3001-522100- | SUMMIT PRINT SOLUTIONS | PRINTING SERVICES | $290.50 | |
| | | | | | | **$350.00** |
| | 302165 | 101-3001-521650- | T MOBILE USA INC | MISCELLANEOUS SERVICES | $350.00 | |
| | | | | | | **$594.26** |
| | 302172 | 101-3001-521650- | THOMSON REUTERS-WEST | OFFICE SUPPLIES | $594.26 | |
| | | | | | | **$210.00** |
| | 302186 | 101-3001-521650- | VERIZON WIRELESS - VSAT | MISCELLANEOUS SERVICES | $210.00 | |
| | | | | **DEPARTMENT 3001 TOTAL:** | $45,996.53 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3003 | **POLICE DEPT CRIMINAL INVEST** | | | | |
| | 231-3003-540110- | UNIVERSITY OF SOUTHERN MISSISSIPPI | TRAVEL & TRAINING | $2,200.00 | **$2,200.00** |
| 301973 | 231-3003-540110- | CLARKE, BRIAN | TRAVEL & TRAINING | $115.00 | **$115.00** |
| 301992 | 231-3003-540110- | CZERNECKI, GREGORZ J | TRAVEL & TRAINING | $115.00 | **$115.00** |
| 302080 | 231-3003-540110- | MURPHY, JOSEPH | TRAVEL & TRAINING | $115.00 | **$115.00** |
| 302122 | 231-3003-540110- | PECORA JR, NICHOLAS | TRAVEL & TRAINING | $115.00 | **$115.00** |
| 302130 | 231-3003-540110- | POWERDMS INC | OFFICE EQUIPMENT | $6,693.85 | **$6,693.85** |
| 302179 | 231-3003-540010- | ULTRA STROBE COMMUNICATIONS INC | POLICE EQUIPMENT & SUPPLY | $4,128.80 | **$4,128.80** |
| | | | **DEPARTMENT 3003 TOTAL:** | $13,482.65 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3501 | **FIRE ADMIN** | | | | |
| | | | | | **$3,375.98** |
| | 101-3501-521110- | BEHRENS LANDSCAPING | TRAVEL & TRAINING | $270.00 | |
| | 101-3501-521110- | AMAZON.COM | MISCELLANEOUS SUPPLIES | $57.69 | |
| | 101-3501-522050- | FEDEX OFFICE | SHIPPING | $14.04 | |
| | 101-3501-522050- | UPS STORE #4073 | SHIPPING | $15.92 | |
| | 101-3501-530050- | EXACTMADE, LLC | FIRE EQUIPMENT & SUPPLY | $44.90 | |
| | 101-3501-530050- | AMAZON.COM | FIRE EQUIPMENT & SUPPLY | $10.99 | |
| | 101-3501-530050- | AMAZON.COM | OFFICE SUPPLIES | $5.89 | |
| | 101-3501-531650- | AMAZON.COM | FIRE EQUIPMENT & SUPPLY | $48.32 | |
| | 101-3501-531650- | AMAZON.COM | FIRE EQUIPMENT & SUPPLY | $489.65 | |
| | 101-3501-531850- | DIVE RESCE INTERNATIONAL | FIRE EQUIPMENT & SUPPLY | $314.25 | |
| | 101-3501-531850- | PELICAN STORE | FIRE EQUIPMENT & SUPPLY | $78.16 | |
| | 101-3501-533500- | AMERICAN HEART ASSOCIATION | FIRE EQUIPMENT & SUPPLY | $2,026.17 | |
| | | | | | **$1,599.00** |
| 301929 | 101-3501-521020- | AIR ONE EQUIPMENT | FIRE EQUIPMENT & SUPPLY | $48.00 | |
| 301929 | 401-3501-550150- | AIR ONE EQUIPMENT | CLOTHING & APPAREL | $419.00 | |
| 301929 | 401-3501-550150- | AIR ONE EQUIPMENT | CLOTHING & APPAREL | $1,132.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

Department 3501

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| 301962 | 101-3501-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $40.25 | **$40.25** |
| 301996 | 101-3501-530010- | DAILY HERALD | SUBSCRIPTION | $235.00 | **$235.00** |
| 301997 | 101-3501-533500- | DELTA GLOVES | CLOTHING & APPAREL | $1,526.20 | **$1,526.20** |
| 302006 | 101-3501-522030- | ESCHNER, BENJAMIN | REIMBURSEMENT | $59.00 | **$59.00** |
| 302015 | 101-3501-530350- | GALLS LLC | CLOTHING & APPAREL | $46.26 | **$339.24** |
| 302015 | 101-3501-530350- | GALLS LLC | CLOTHING & APPAREL | $46.26 | |
| 302015 | 101-3501-530350- | GALLS LLC | CLOTHING & APPAREL | $102.80 | |
| 302015 | 101-3501-530350- | GALLS LLC | CLOTHING & APPAREL | $143.92 | |
| 302031 | 101-3501-533500- | HENRY SCHEIN MATRX MEDICAL | FIRE EQUIPMENT & SUPPLY | $375.00 | **$375.00** |
| 302052 | 101-3501-532800- | JONES AND BARTLETT LEARNING LLC | FIRE EQUIPMENT & SUPPLY | $173.90 | **$173.90** |
| 302064 | 101-3501-522020- | MABAS DIVISION #1 | DUES | $5,000.00 | **$5,000.00** |
| 302072 | 101-3501-521020- | MES-ILLINOIS | EQUIPMENT MAINTENANCE | $734.15 | **$734.15** |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3501 | | | | | **$5,675.00** |
| 302087 | 101-3501-522030- | NORTHEASTERN IL PUBLIC SAFETY | TRAVEL & TRAINING | $1,325.00 | |
| 302087 | 101-3501-522030- | NORTHEASTERN IL PUBLIC SAFETY | TRAVEL & TRAINING | $1,950.00 | |
| 302087 | 101-3501-522030- | NORTHEASTERN IL PUBLIC SAFETY | TRAVEL & TRAINING | $2,400.00 | |
| | | | | | **$6,840.00** |
| 302091 | 101-3501-521160- | NORTHWEST COMMUNITY HOSP | TRAVEL & TRAINING | $75.00 | |
| 302091 | 101-3501-521160- | NORTHWEST COMMUNITY HOSP | TRAVEL & TRAINING | $6,765.00 | |
| | | | | | **$150.00** |
| 302097 | 101-3501-531850- | OCCUPATIONAL HEALTH DYNAMICS | FIRE EQUIPMENT & SUPPLY | $150.00 | |
| | | | | | **$448.88** |
| 302098 | 101-3501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $6.81 | |
| 302098 | 101-3501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $7.60 | |
| 302098 | 101-3501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $26.49 | |
| 302098 | 101-3501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $61.14 | |
| 302098 | 101-3501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $118.95 | |
| 302098 | 101-3501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $227.89 | |
| | | | | | **$32.00** |
| 302126 | 101-3501-522030- | PISCITIELLO, MARC | REIMBURSEMENT | $32.00 | |
| | | | | | **$313.50** |
| 302135 | 101-3501-521160- | R H MEDICAL | FIRE EQUIPMENT & SUPPLY | $313.50 | |
| | | | | | **$287.00** |
| 302164 | 101-3501-522100- | SUMMIT PRINT SOLUTIONS | PRINTING SERVICES | $287.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 3501 | | | | | | **$183.95** |
| | 302173 | 101-3501-530350- | TODAY'S UNIFORMS | CLOTHING & APPAREL | $79.95 | |
| | 302173 | 101-3501-530350- | TODAY'S UNIFORMS | CLOTHING & APPAREL | $104.00 | |
| | | | | | | **$208.00** |
| | 302194 | 101-3501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | 302194 | 101-3501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | 302194 | 101-3501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | 302194 | 101-3501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | 302194 | 101-3501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | 302194 | 101-3501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | 302194 | 101-3501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | 302194 | 101-3501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | | | | | | **$771.17** |
| | 302196 | 101-3501-521110- | ZEP MANUFACTURING CO | JANITORIAL SUPPLIES | $771.17 | |
| | | | | **DEPARTMENT 3501 TOTAL:** | $28,367.22 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 3701 | **FOREIGN FIRE INSURANCE ADMIN** | | | | |
| | | | | | **$6,089.10** |
| | 227-3701-522030- | CROWNE PLAZA INDIANAPOLIS | TRAVEL & TRAINING | $1,426.14 | |
| | 227-3701-522030- | CROWNE PLAZA INDIANAPOLIS | TRAVEL & TRAINING | $1,426.14 | |
| | 227-3701-522030- | CROWNE PLAZA INDIANAPOLIS | TRAVEL & TRAINING | $1,426.14 | |
| | 227-3701-522030- | CROWNE PLAZA INDIANAPOLIS | TRAVEL & TRAINING | $1,426.14 | |
| | 227-3701-550150- | HOME DEPOT CREDIT SERVICES | TRAVEL & TRAINING | $164.55 | |
| | 227-3701-550150- | HOME DEPOT CREDIT SERVICES | TRAVEL & TRAINING | $15.18 | |
| | 227-3701-550150- | HOME DEPOT CREDIT SERVICES | TRAINING SUPPLIES | $204.81 | |
| | | | | | **$1,065.10** |
| 302028 | 227-3701-550150- | HELLER LUMBER CO | BLDG MAINTENANCE SUPPLY | $1,065.10 | |
| | | | | | **$4,800.00** |
| 302193 | 227-3701-550150- | WITUSIK, TOMASZ | OFFICE FURNITURE | $4,800.00 | |
| | | | **DEPARTMENT 3701 TOTAL:** | $11,954.20 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4001 | **PLANNING PLANNING** | | | | |
| | | | | | **$748.64** |
| | 101-4001-521650- | APPLE STORE | iCLOUD STORAGE | $2.99 | |
| | 101-4001-521650- | APPLE STORE | iCLOUD STORAGE | $2.99 | |
| | 101-4001-522030- | DOUBLETREE HOTEL/BIRCH RIVER GRILL | TRAVEL & TRAINING | $277.66 | |
| | 101-4001-540400- | MEET CHICAGO NORTHWEST | TRAVEL & TRAINING | $90.00 | |
| | 264-4001-520050- | IL TAX INCREMENT ASSOCIATION | TRAVEL & TRAINING | $375.00 | |
| | | | | | **$109.92** |
| 301932 | 101-4001-530050- | AMAZON COM CAPITAL SERVICES | OFFICE EQUIPMENT | $39.93 | |
| 301932 | 101-4001-530050- | AMAZON COM CAPITAL SERVICES | OFFICE EQUIPMENT | $69.99 | |
| | | | | | **$165,000.00** |
| 301958 | 266-4001-550250- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $165,000.00 | |
| | | | | | **$25.53** |
| 301962 | 101-4001-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $25.53 | |
| | | | | | **$1,142.50** |
| 301989 | 101-4001-540400- | CORNETT PUBLISHING INC | ADVERTISING | $1,142.50 | |
| | | | | | **$385.00** |
| 302008 | 101-4001-540410- | FASTSIGNS | PRINTING SERVICES | $385.00 | |
| | | | | | **$3,150.00** |
| 302020 | 101-4001-520050- | GOVTEMPSUSA LLC | TEMPORARY SERVICES | $3,150.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4001 | | | | | |
| | | | | | **$171.50** |
| 302060 | 101-4001-521650- | LEGRAND REPORTING & VIDEO SERVICES | PROFESSIONAL SERVICES | $171.50 | |
| | | | | | **$7,830.00** |
| 302140 | 263-4001-520050- | RJN GROUP INC | PROFESSIONAL SERVICES | $1,957.50 | |
| 302140 | 267-4001-550250- | RJN GROUP INC | PROFESSIONAL SERVICES | $5,872.50 | |
| | | | | | **$135.00** |
| 302164 | 101-4001-522100- | SUMMIT PRINT SOLUTIONS | PRINTING SERVICES | $135.00 | |
| | | | **DEPARTMENT 4001 TOTAL:** | $178,698.09 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4101 | **COMMUNITY DEVL BLK GRNTADMIN** | | | | |
| | | | | | **$20,000.00** |
| 301958 | 215-4101-541760- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $20,000.00 | |
| | | | **DEPARTMENT 4101 TOTAL:** | $20,000.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4501 | **BUILDING ADMIN** | | | | |
| | | | | | **$473.12** |
| | 101-4501-522030- | BUILDING & FIRE CODE ACADEMY | TRAVEL & TRAINING | ($350.00) | |
| | 101-4501-522030- | INTL CODE COUNCIL INC | TRAVEL & TRAINING | $153.00 | |
| | 101-4501-522030- | RAISING CANE'S | TRAVEL & TRAINING | $55.94 | |
| | 101-4501-522030- | TORTORICE'S PIZZERIA | TRAVEL & TRAINING | $54.10 | |
| | 101-4501-522030- | POTBELLY SANDWICH SHOP | TRAVEL & TRAINING | $74.64 | |
| | 101-4501-522030- | INTL CODE COUNCIL INC | TRAVEL & TRAINING | $97.00 | |
| | 101-4501-522030- | INTL CODE COUNCIL INC | TRAVEL & TRAINING | $299.00 | |
| | 101-4501-530050- | RESCUE DIRECT | OFFICE SUPPLIES | $14.97 | |
| | 101-4501-530050- | AMAZON.COM | OFFICE SUPPLIES | $74.47 | |
| | | | | | **$32.90** |
| 301962 | 101-4501-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $32.90 | |
| | | | | | **$75.00** |
| 302008 | 101-4501-522100- | FASTSIGNS | PRINTING SERVICES | $75.00 | |
| | | | | | **$560.00** |
| 302023 | 101-4501-520350- | GRIVAS KRAUSE ASSOCIATES LTD | PROFESSIONAL SERVICES | $560.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 4501 | | | | | |
| | | | | | **$13.02** |
| 302098 | 101-4501-530050- | ODP BUSINESS SOLUTIONS | OFFICE SUPPLIES | $13.02 | |
| | | | | | **$90.00** |
| 302124 | 101-4501-522030- | PETTY CASH | TRAVEL & TRAINING | $90.00 | |
| | | | | | **$535.00** |
| 302171 | 101-4501-521650- | THOMPSON ELEVATOR INSPECTION | PROFESSIONAL SERVICES | $35.00 | |
| 302171 | 101-4501-521650- | THOMPSON ELEVATOR INSPECTION | PROFESSIONAL SERVICES | $500.00 | |
| | | | | | **$231.90** |
| 302175 | 101-4501-522100- | TOTAL PRINT SOLUTIONS | PRINTING SERVICES | $231.90 | |
| | | | | | **$52.00** |
| 302194 | 101-4501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| 302194 | 101-4501-522150- | XEROX CORPORATION | OFFICE MACHINES & ACCESS | $26.00 | |
| | | | **DEPARTMENT 4501 TOTAL:** | $2,062.94 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7001 | **HEALTH ADMIN** | | | | |
| | | | | | **$906.58** |
| | 101-7001-521650- | J2 CLOUD SERVICES LLC | MISCELLANEOUS SERVICES | $32.58 | |
| | 101-7001-522020- | NATIONAL ASSOCIATION OF SOCIAL WORKERS | DUES | $236.00 | |
| | 101-7001-522030- | PESI HEALTHCARE, LLC | TRAVEL & TRAINING | $179.99 | |
| | 101-7001-522370- | LYFT | MISCELLANEOUS SERVICES | $7.91 | |
| | 101-7001-522370- | LYFT | MISCELLANEOUS SERVICES | $10.99 | |
| | 101-7001-530050- | AMAZON.COM | OFFICE SUPPLIES | $19.26 | |
| | 101-7001-530050- | AMAZON.COM | OFFICE SUPPLIES | $121.37 | |
| | 101-7001-530050- | PASSERO | MEETING SUPPLIES | $25.00 | |
| | 101-7001-530050- | CULVERS | MEETING SUPPLIES | $25.00 | |
| | 101-7001-530050- | ALDI | MEETING SUPPLIES | $68.34 | |
| | 101-7001-530050- | BARNABY'S | MEETING SUPPLIES | $76.93 | |
| | 101-7001-530050- | AMAZON.COM | MISCELLANEOUS SUPPLIES | $103.21 | |
| | | | | | **$344.38** |
| 301936 | 101-7001-541160- | ARLINGTON HTS PARK DISTRICT | CDBG CAP PROGRAM | $344.38 | |
| | | | | | **$220.00** |
| 301988 | 101-7001-521100- | CORELOGIC SOLUTIONS LLC | PROFESSIONAL SERVICES | $220.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7001 | | | | | |
| | | | | | **$3,000.00** |
| 302000 | 101-7001-522030- | DOHSE, LINDSAY | TUITION REIMBURSEMENT | $3,000.00 | |
| | | | | | **$1,970.00** |
| 302010 | 101-7001-521100- | FLECKS LANDSCAPING | LANDSCAPING SERVICES | $815.00 | |
| 302010 | 101-7001-521100- | FLECKS LANDSCAPING | LANDSCAPING SERVICES | $1,155.00 | |
| | | | | | **$1,130.70** |
| 302056 | 101-7001-518010- | KELLY SERVICES | TEMPORARY SERVICES | $1,130.70 | |
| | | | | | **$184.98** |
| 302134 | 101-7001-530350- | PROFORMA | CLOTHING & APPAREL | $184.98 | |
| | | | | | **$911.76** |
| 302162 | 101-7001-533100- | STERICYCLE | NURSING SUPPLIES | $911.76 | |
| | | | **DEPARTMENT 7001 TOTAL:** | $8,668.40 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7007 | **HEALTH SENIOR SERVICES** | | | | |
| | | | | | **$3,280.93** |
| | 101-7007-521650- | AMAZON.COM | OFFICE SUPPLIES | $36.64 | |
| | 101-7007-521650- | HOME DEPOT #1922 | PROGRAM SUPPLIES | $389.97 | |
| | 101-7007-521650- | MEIJER'S | EVENT SUPPLIES | $13.98 | |
| | 101-7007-521650- | VOLGISTICS INC | OFFICE SUPPLIES | $61.00 | |
| | 101-7007-521650- | VOLGISTICS INC | OFFICE SUPPLIES | $61.00 | |
| | 101-7007-530050- | AMAZON.COM | OFFICE SUPPLIES | $20.11 | |
| | 101-7007-530050- | AMAZON.COM | OFFICE SUPPLIES | $159.68 | |
| | 101-7007-530050- | AMAZON.COM | OFFICE SUPPLIES | $245.99 | |
| | 101-7007-530050- | AMAZON.COM | OFFICE SUPPLIES | $633.67 | |
| | 101-7007-531650- | AMAZON.COM | OFFICE SUPPLIES | $26.07 | |
| | 101-7007-531650- | WALMART | OFFICE SUPPLIES | $31.74 | |
| | 101-7007-531650- | AMAZON.COM | OFFICE SUPPLIES | $163.41 | |
| | 101-7007-531650- | AMERICAN CUSTOM PUBLISHING CORP (ACP INC) | PRINTING SERVICES | $16.49 | |
| | 101-7007-531650- | PANERA | PROGRAM SUPPLIES | $636.95 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7007 | | 101-7007-531650- | AMAZON.COM | PROGRAM SUPPLIES | $34.09 | |
| | | 101-7007-531650- | ORIENTAL TRADING CO INC | PROGRAM SUPPLIES | $174.86 | |
| | | 101-7007-531650- | WALMART | PROGRAM SUPPLIES | $227.24 | |
| | | 101-7007-531650- | TORTORICE'S PIZZERIA | PROGRAM SUPPLIES | $88.16 | |
| | | 101-7007-531650- | TORTORICE'S PIZZERIA | PROGRAM SUPPLIES | $202.70 | |
| | | 101-7007-531650- | AMAZON.COM | PROGRAM SUPPLIES | $57.18 | |
| | | | | | | **$150.00** |
| | 301953 | 101-7007-521650- | BILLINGTON, CHARLES | PROGRAM INSTRUCTIONAL FEE | $150.00 | |
| | | | | | | **$379.97** |
| | 301976 | 101-7007-531650- | COLAGROSSI, TRACEY | REIMBURSEMENT | $379.97 | |
| | | | | **DEPARTMENT 7007 TOTAL:** | $3,810.90 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | **PUBLIC WORKS ADMIN** | | | | |
| | | | | | **$2,493.94** |
| | 101-7101-522020- | INTERNATIONAL SOCIETY OF ARBORICULTURE | DUES | $190.00 | |
| | 101-7101-522020- | INTERNATIONAL SOCIETY OF ARBORICULTURE | DUES | $460.00 | |
| | 101-7101-522020- | AMERICAN WATER WORKS ASSOC | REFUND OF DUES | ($244.00) | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $10.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $10.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $10.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $10.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $10.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $10.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $10.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $10.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $45.00 | |
| | 101-7101-522030- | IL ASSOC OF CODE ENFORCEMENT (IACE) | TRAVEL & TRAINING | $75.00 | |
| | 101-7101-522030- | IL ARBORIST ASSOCIATION | TRAVEL & TRAINING | $625.00 | |
| | 101-7101-522030- | APWA ILLINOIS PUBLIC SERVICE | TRAVEL & TRAINING | $749.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7101 | | 101-7101-531550- | L&W SUPPLY | SALES TAX REFUND | ($45.46) | |
| | | 101-7101-531650- | NORTHWEST DONUTS INC | EVENT SUPPLIES | $24.00 | |
| | | 101-7101-531650- | PANERA | EVENT SUPPLIES | $176.82 | |
| | | 101-7101-531650- | SAMS CLUB | EVENT SUPPLIES | $182.63 | |
| | | 101-7101-531650- | SAMS CLUB | EVENT SUPPLIES | $95.52 | |
| | | 101-7101-531900- | ARCHITECTURAL IRON DESIGNS, INC. | BLDG MAINTENANCE SUPPLY | $80.43 | |
| | | | | | | **$5,188.00** |
| | 301925 | 101-7101-531550- | ACTIVE ELECTRICAL SUPPLY CO | BLDG MAINTENANCE SUPPLY | $4,495.00 | |
| | 301925 | 101-7101-531750- | ACTIVE ELECTRICAL SUPPLY CO | STREET SUPPLIES | $693.00 | |
| | | | | | | **$861.72** |
| | 301932 | 101-7101-530350- | AMAZON COM CAPITAL SERVICES | CLOTHING & APPAREL | $98.99 | |
| | 301932 | 101-7101-531650- | AMAZON COM CAPITAL SERVICES | EQUIPMENT MAINTENANCE SUPPLY | $9.48 | |
| | 301932 | 101-7101-531650- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $29.32 | |
| | 301932 | 101-7101-531650- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $50.67 | |
| | 301932 | 101-7101-531650- | AMAZON COM CAPITAL SERVICES | OFFICE SUPPLIES | $618.28 | |
| | 301932 | 401-7101-550200- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $27.49 | |
| | 301932 | 401-7101-550200- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $27.49 | |
| | | | | | | **$7,368.51** |
| | 301933 | 235-7101-550250- | ANDERSON LOCK | SERVICE BLDG MAINTENANCE | $7,368.51 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | | | | | **$25,387.39** |
| 301934 | 101-7101-521550- | APEX LANDSCAPING INC | LANDSCAPING SERVICES | $1,455.20 | |
| 301934 | 101-7101-521550- | APEX LANDSCAPING INC | LANDSCAPING SERVICES | $1,872.00 | |
| 301934 | 101-7101-521550- | APEX LANDSCAPING INC | LANDSCAPING SERVICES | $1,872.00 | |
| 301934 | 101-7101-521550- | APEX LANDSCAPING INC | LANDSCAPING SERVICES | $5,848.07 | |
| 301934 | 101-7101-521550- | APEX LANDSCAPING INC | LANDSCAPING SERVICES | $14,340.12 | |
| | | | | | **$300.00** |
| 301938 | 515-7101-533050- | ARROW ROAD CONSTRUCTION CO | CONSTRUCTION SERVICES | ($930.00) | |
| 301938 | 515-7101-533050- | ARROW ROAD CONSTRUCTION CO | CONSTRUCTION SERVICES | $300.00 | |
| 301938 | 515-7101-533050- | ARROW ROAD CONSTRUCTION CO | CONSTRUCTION SERVICES | $930.00 | |
| | | | | | **$1,040.72** |
| 301940 | 101-7101-522700- | AT & T | ACCT 84759060006156 | $1,040.72 | |
| | | | | | **$847.35** |
| 301941 | 101-7101-522700- | AT & T | ACCT 84725535058159 | $847.35 | |
| | | | | | **$1,779.40** |
| 301942 | 101-7101-522700- | AT & T | ACCT 84725331203952 | $1,779.40 | |
| | | | | | **$1,943.26** |
| 301944 | 101-7101-522700- | AT & T | ACCT 8310010134261 | $1,943.26 | |
| | | | | | **$1,363.93** |
| 301945 | 101-7101-522700- | AT & T | ACCT 8310010146347 | $1,363.93 | |
| | | | | | **$2,120.18** |
| 301946 | 101-7101-522700- | AT & T | ACCT 217S667106106 | $2,120.18 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | | | | | **$4,420.00** |
| 301950 | 101-7101-521360- | ATLAS FIRST ACCESS INC | EQUIPMENT RENTAL | $350.00 | |
| 301950 | 101-7101-521360- | ATLAS FIRST ACCESS INC | EQUIPMENT RENTAL | $4,070.00 | |
| | | | | | **$98,100.00** |
| 301952 | 401-7101-550200- | BERGLUND CONSTRUCTION CO | CONSTRUCTION SERVICES | $98,100.00 | |
| | | | | | **$1,140,372.49** |
| 301958 | 211-7101-550400- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $374,671.51 | |
| 301958 | 235-7101-550250- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $0.00 | |
| 301958 | 401-7101-550300- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $565,700.98 | |
| 301958 | 401-7101-550450- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $0.00 | |
| 301958 | 401-7101-550450- | BUILDERS PAVING LLC | CONSTRUCTION SERVICES | $200,000.00 | |
| | | | | | **$830.00** |
| 301961 | 101-7101-521360- | C C CARTAGE INC | DISPOSAL SERVICES | $590.83 | |
| 301961 | 101-7101-521620- | C C CARTAGE INC | DISPOSAL SERVICES | $85.08 | |
| 301961 | 101-7101-531900- | C C CARTAGE INC | DISPOSAL SERVICES | $154.09 | |
| | | | | | **$32.12** |
| 301962 | 101-7101-522150- | CANON SOLUTIONS AMERICA | OFFICE MACHINES & ACCESS | $32.12 | |
| | | | | | **$42,853.74** |
| 301969 | 101-7101-521550- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $1,346.25 | |
| 301969 | 401-7101-550300- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $41,507.49 | |
| | | | | | **$7,193.35** |
| 301971 | 401-7101-550300- | CIVILTECH ENGINEERING INC | PROFESSIONAL SERVICES | $0.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7101 | 301971 | 401-7101-550300- | CIVILTECH ENGINEERING INC | PROFESSIONAL SERVICES | $7,193.35 | |
| | 301974 | 101-7101-521550- | CLEAN CUT TREE SERVICE INC | LANDSCAPING SERVICES | $5,486.34 | **$5,486.34** |
| | 301977 | 101-7101-522700- | COMCAST CABLE | ACCT 8771100720901436 | $63.17 | **$63.17** |
| | 301978 | 101-7101-522700- | COMCAST CABLE | ACCT 8771100720049004 | $42.12 | **$42.12** |
| | 301979 | 101-7101-522700- | COMCAST CABLE | ACCT 8771100721360921 | $134.90 | **$134.90** |
| | 301986 | 101-7101-521020- | COMPLETE CLEANING CO INC | JANITORIAL SERVICES | $5,211.07 | **$5,211.07** |
| | 301990 | 101-7101-521020- | CUMMINS SALES & SERVICE | EQUIPMENT MAINTENANCE | $462.10 | **$462.10** |
| | 301993 | 101-7101-521020- | DAHME MECHANICAL INDUSTRIES | SERVICE BLDG MAINTENANCE | $4,499.00 | **$4,499.00** |
| | 301995 | 101-7101-530010- | DAILY HERALD | SUBSCRIPTION | $155.40 | **$155.40** |
| | 302001 | 401-7101-550300- | DOLAND ENGINEERING, LLC | PROFESSIONAL SERVICES | $42,735.00 | **$42,735.00** |
| | 302004 | 101-7101-531650- | EDDIES RESTAURANT AND LOUNGE | EVENT SUPPLIES | $55.00 | **$55.00** |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
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| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | | | | | **$6,630.00** |
| 302005 | 101-7101-520050- | ENGINEERING ENTERPRISES INC | PROFESSIONAL SERVICES | $6,630.00 | |
| | | | | | **$5,662.08** |
| 302009 | 101-7101-531450- | FERGUSON FACILITIES SUPPLY HP# 3400 | JANITORIAL SUPPLIES | $935.82 | |
| 302009 | 101-7101-531450- | FERGUSON FACILITIES SUPPLY HP# 3400 | JANITORIAL SUPPLIES | $30.48 | |
| 302009 | 101-7101-531450- | FERGUSON FACILITIES SUPPLY HP# 3400 | JANITORIAL SUPPLIES | $461.88 | |
| 302009 | 101-7101-531450- | FERGUSON FACILITIES SUPPLY HP# 3400 | JANITORIAL SUPPLIES | $4,233.90 | |
| | | | | | **$12,722.80** |
| 302010 | 101-7101-521550- | FLECKS LANDSCAPING | LANDSCAPING SERVICES | $4,728.00 | |
| 302010 | 101-7101-521550- | FLECKS LANDSCAPING | LANDSCAPING SERVICES | $7,994.80 | |
| | | | | | **$22,712.00** |
| 302011 | 101-7101-521020- | FOUNTAIN PROS LLC | SERVICE BLDG MAINTENANCE | $237.00 | |
| 302011 | 101-7101-521020- | FOUNTAIN PROS LLC | SERVICE BLDG MAINTENANCE | $7,940.00 | |
| 302011 | 101-7101-521020- | FOUNTAIN PROS LLC | SERVICE BLDG MAINTENANCE | $14,535.00 | |
| | | | | | **$563.32** |
| 302017 | 101-7101-522030- | GIAMBELUCA, JOHN | TRAVEL & TRAINING | $563.32 | |
| | | | | | **$918.21** |
| 302021 | 101-7101-531550- | GRAINGER W W INC | BLDG MAINTENANCE SUPPLY | $18.55 | |
| 302021 | 101-7101-531550- | GRAINGER W W INC | BLDG MAINTENANCE SUPPLY | $18.55 | |
| 302021 | 101-7101-531550- | GRAINGER W W INC | BLDG MAINTENANCE SUPPLY | $33.39 | |
| 302021 | 101-7101-531550- | GRAINGER W W INC | BLDG MAINTENANCE SUPPLY | $37.10 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
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| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7101 | 302021 | 101-7101-531550- | GRAINGER W W INC | BLDG MAINTENANCE SUPPLY | $73.96 | |
| | 302021 | 101-7101-531550- | GRAINGER W W INC | BLDG MAINTENANCE SUPPLY | $174.37 | |
| | 302021 | 101-7101-531550- | GRAINGER W W INC | EQUIPMENT MAINTENANCE SUPPLY | ($15.44) | |
| | 302021 | 101-7101-531550- | GRAINGER W W INC | BLDG MAINTENANCE SUPPLY | $577.73 | |
| | | | | | | **$5,150.00** |
| | 302024 | 101-7101-520050- | HAMPTON LENZINI & RENWICK INC | PROFESSIONAL SERVICES | $5,150.00 | |
| | | | | | | **$22,153.08** |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $748.57 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $821.50 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $1,023.72 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $1,098.16 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $1,186.48 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $1,399.80 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $1,975.00 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $2,686.52 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $2,853.00 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $4,061.87 | |
| | 302025 | 101-7101-521020- | HAYES MECHANICAL | EQUIPMENT MAINTENANCE | $4,298.46 | |
| | | | | | | **$36.50** |
| | 302028 | 101-7101-531550- | HELLER LUMBER CO | BLDG MAINTENANCE SUPPLY | ($95.70) | |
| | 302028 | 101-7101-531550- | HELLER LUMBER CO | BLDG MAINTENANCE SUPPLY | $132.20 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
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| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | | | | | |
| | | | | | **$15,748.20** |
| 302029 | 101-7101-521550- | HENDRICKSEN ROBERT W COMPANY | LANDSCAPING SERVICES | $15,748.20 | |
| | | | | | **$1,161.74** |
| 302030 | 101-7101-531650- | HENRICKSEN & COMPANY INC | OFFICE FURNITURE | $1,161.74 | |
| | | | | | **$296.97** |
| 302033 | 101-7101-520050- | HR DIRECT | MISCELLANEOUS SUPPLIES | $98.99 | |
| 302033 | 101-7101-520050- | HR DIRECT | MISCELLANEOUS SUPPLIES | $98.99 | |
| 302033 | 101-7101-520050- | HR DIRECT | MISCELLANEOUS SUPPLIES | $98.99 | |
| | | | | | **$45.00** |
| 302037 | 101-7101-522020- | IL DEPARTMENT OF AGRICULTURE | DUES | $45.00 | |
| | | | | | **$732.00** |
| 302048 | 101-7101-521110- | INTL EXTERMINATORS INC | SERVICE BLDG MAINTENANCE | $60.00 | |
| 302048 | 101-7101-521110- | INTL EXTERMINATORS INC | SERVICE BLDG MAINTENANCE | $60.00 | |
| 302048 | 101-7101-521110- | INTL EXTERMINATORS INC | SERVICE BLDG MAINTENANCE | $65.00 | |
| 302048 | 101-7101-521110- | INTL EXTERMINATORS INC | SERVICE BLDG MAINTENANCE | $88.00 | |
| 302048 | 101-7101-521110- | INTL EXTERMINATORS INC | SERVICE BLDG MAINTENANCE | $88.00 | |
| 302048 | 101-7101-521110- | INTL EXTERMINATORS INC | SERVICE BLDG MAINTENANCE | $104.00 | |
| 302048 | 101-7101-521110- | INTL EXTERMINATORS INC | SERVICE BLDG MAINTENANCE | $120.00 | |
| 302048 | 101-7101-521110- | INTL EXTERMINATORS INC | SERVICE BLDG MAINTENANCE | $147.00 | |
| | | | | | **$122,564.68** |
| 302051 | 426-7101-550250- | JOHN NERI CONSTRUCTION COMPANY | CONSTRUCTION SERVICES | $122,564.68 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
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| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | | | | | **$218.00** |
| 302053 | 101-7101-531550- | JUST FAUCETS | PLUMBING SUPPLIES | ($416.00) | |
| 302053 | 101-7101-531550- | JUST FAUCETS | PLUMBING SUPPLIES | $35.00 | |
| 302053 | 101-7101-531550- | JUST FAUCETS | PLUMBING SUPPLIES | $599.00 | |
| | | | | | **$7.55** |
| 302057 | 101-7101-522150- | KONICA MINOLTA BUSINESS USA | OFFICE MACHINES & ACCESS | $7.55 | |
| | | | | | **$8,043.98** |
| 302062 | 101-7101-531400- | LOWES COMMERCIAL SERVICES | LANDSCAPING SUPPLIES | $142.40 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $55.07 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $385.69 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $5,501.77 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $3.41 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $19.80 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $28.42 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $36.07 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $79.05 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $81.61 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $86.68 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $120.62 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $148.00 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $213.57 | |
| 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | EQUIPMENT MAINTENANCE | $211.06 | |

# VILLAGE OF ARLINGTON HEIGHTS
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| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7101 | 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | MISCELLANEOUS SUPPLIES | $15.83 | |
| | 302062 | 101-7101-531550- | LOWES COMMERCIAL SERVICES | MISCELLANEOUS SUPPLIES | $27.48 | |
| | 302062 | 101-7101-531650- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $51.40 | |
| | 302062 | 101-7101-531650- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $299.21 | |
| | 302062 | 101-7101-531700- | LOWES COMMERCIAL SERVICES | STREET SUPPLIES | $79.56 | |
| | 302062 | 101-7101-531850- | LOWES COMMERCIAL SERVICES | FORESTRY SUPPLIES | $71.24 | |
| | 302062 | 101-7101-531900- | LOWES COMMERCIAL SERVICES | STREET SUPPLIES | $66.47 | |
| | 302062 | 101-7101-531900- | LOWES COMMERCIAL SERVICES | STREET SUPPLIES | $299.18 | |
| | 302062 | 515-7101-533050- | LOWES COMMERCIAL SERVICES | ALFRESCO SUPPLIES | $20.39 | |
| | | | | | | **$295.00** |
| | 302063 | 101-7101-521650- | M3V DATA MGMT LLC | OFFICE EQUIPMENT | $295.00 | |
| | | | | | | **$2,000.00** |
| | 302066 | 401-7101-550200- | MAROUS & COMPANY | PROFESSIONAL SERVICES | $2,000.00 | |
| | | | | | | **$2,769.39** |
| | 302069 | 101-7101-521010- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $188.34 | |
| | 302069 | 101-7101-521010- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $698.82 | |
| | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $170.04 | |
| | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $170.04 | |
| | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $170.04 | |
| | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $170.04 | |
| | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $170.04 | |
| | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $170.04 | |

# VILLAGE OF ARLINGTON HEIGHTS
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| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7101 | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $170.04 | |
| | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $342.54 | |
| | 302069 | 101-7101-521020- | MEADE ELECTRIC CO INC | EQUIPMENT MAINTENANCE | $349.41 | |
| | | | | | | **$89.97** |
| | 302070 | 101-7101-531650- | MENARDS-LONG GROVE | CLOTHING & APPAREL | $89.97 | |
| | | | | | | **$4,725.00** |
| | 302075 | 101-7101-521020- | MID AMERICAN ELEVATOR CO INC | SERVICE BLDG MAINTENANCE | $1,575.00 | |
| | 302075 | 101-7101-521020- | MID AMERICAN ELEVATOR CO INC | SERVICE BLDG MAINTENANCE | $1,575.00 | |
| | 302075 | 101-7101-521020- | MID AMERICAN ELEVATOR CO INC | SERVICE BLDG MAINTENANCE | $1,575.00 | |
| | | | | | | **$4,776.00** |
| | 302076 | 101-7101-521110- | MIDWAY FLOORING | SERVICE BLDG MAINTENANCE | $4,776.00 | |
| | | | | | | **$3,820.36** |
| | 302079 | 101-7101-520050- | MIOVISION TECHNOLOGIES | PROFESSIONAL SERVICES | $3,820.36 | |
| | | | | | | **$4,918.00** |
| | 302083 | 101-7101-521110- | NATL DECORATING SERVICE INC | SERVICE BLDG MAINTENANCE | $1,068.00 | |
| | 302083 | 101-7101-521110- | NATL DECORATING SERVICE INC | SERVICE BLDG MAINTENANCE | $3,850.00 | |
| | | | | | | **$2,156.04** |
| | 302084 | 101-7101-521500- | NICOR | ACCT 01701843946 | $2,156.04 | |
| | | | | | | **$2,193.96** |
| | 302092 | 101-7101-531550- | NORTHWEST ELECTRICAL SUPPLY CO | BLDG MAINTENANCE SUPPLY | $98.67 | |
| | 302092 | 101-7101-531550- | NORTHWEST ELECTRICAL SUPPLY CO | BLDG MAINTENANCE SUPPLY | $143.74 | |

# VILLAGE OF ARLINGTON HEIGHTS
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| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7101 | 302092 | 101-7101-531550- | NORTHWEST ELECTRICAL SUPPLY CO | BLDG MAINTENANCE SUPPLY | $637.08 | |
| | 302092 | 101-7101-531550- | NORTHWEST ELECTRICAL SUPPLY CO | BLDG MAINTENANCE SUPPLY | $759.60 | |
| | 302092 | 101-7101-531750- | NORTHWEST ELECTRICAL SUPPLY CO | STREET SUPPLIES | $149.31 | |
| | 302092 | 101-7101-531750- | NORTHWEST ELECTRICAL SUPPLY CO | STREET SUPPLIES | $405.56 | |
| | | | | | | **$73,241.13** |
| | 302099 | 101-7101-530390- | OFFEN PETROLEUM LLC | FUEL | $21,996.37 | |
| | 302099 | 101-7101-530390- | OFFEN PETROLEUM LLC | FUEL | $25,373.19 | |
| | 302099 | 101-7101-530390- | OFFEN PETROLEUM LLC | FUEL | $25,871.57 | |
| | | | | | | **$40,561.85** |
| | 302100 | 101-7101-521150- | OLIVE GROVE LANDSCAPING INC | LANDSCAPING SERVICES | $40,561.85 | |
| | | | | | | **$11,250.00** |
| | 302115 | 426-7101-550250- | TIM O'MEARA | ENHANCED SEWER REBATE | $11,250.00 | |
| | | | | | | **$1,300.00** |
| | 302119 | 101-7101-531900- | OZINGA READY MIX CONCRETE INC | STREET SUPPLIES | $1,300.00 | |
| | | | | | | **$1,808.62** |
| | 302123 | 101-7101-531900- | PETER BAKER AND SON CO | CONSTRUCTION SERVICES | $1,808.62 | |
| | | | | | | **$154.19** |
| | 302124 | 101-7101-531650- | PETTY CASH | MISCELLANEOUS SUPPLIES | $40.72 | |
| | 302124 | 101-7101-531650- | PETTY CASH | MISCELLANEOUS SUPPLIES | $49.82 | |
| | 302124 | 101-7101-531650- | PETTY CASH | MISCELLANEOUS SUPPLIES | $63.65 | |

# VILLAGE OF ARLINGTON HEIGHTS
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| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | | | | | **$23,067.00** |
| 302129 | 101-7101-521150- | POTHOLE PROS INC | CONSTRUCTION SERVICES | $4,427.00 | |
| 302129 | 101-7101-521150- | POTHOLE PROS INC | CONSTRUCTION SERVICES | $5,592.00 | |
| 302129 | 101-7101-521150- | POTHOLE PROS INC | CONSTRUCTION SERVICES | $5,592.00 | |
| 302129 | 101-7101-521150- | POTHOLE PROS INC | CONSTRUCTION SERVICES | $7,456.00 | |
| | | | | | **$1,083.00** |
| 302131 | 101-7101-522700- | PRECISE MRM LLC | MONTHLY DATA PLAN | $541.50 | |
| 302131 | 101-7101-522700- | PRECISE MRM LLC | MONTHLY DATA PLAN | $541.50 | |
| | | | | | **$135.00** |
| 302133 | 101-7101-531650- | PRO SAFETY INC | MISCELLANEOUS SUPPLIES | $135.00 | |
| | | | | | **$4,187.00** |
| 302141 | 101-7101-521020- | ROBERTS ENVIRONMENTAL CONTROL CORP | SERVICE BLDG MAINTENANCE | $4,187.00 | |
| | | | | | **$200.00** |
| 302142 | 101-7101-531650- | ROGAN SHOES | CLOTHING & APPAREL | $200.00 | |
| | | | | | **$81.81** |
| 302143 | 101-7101-531900- | ROUTE 12 RENTAL CO INC | STREET SUPPLIES | $81.81 | |
| | | | | | **$170.85** |
| 302146 | 101-7101-531650- | SCANLON, DAVID | CLOTHING & APPAREL | $170.85 | |
| | | | | | **$119,025.00** |
| 302147 | 101-7101-521150- | SCHROEDER AND SCHROEDER | CONSTRUCTION SERVICES | $119,025.00 | |
| | | | | | **$640.00** |
| 302148 | 101-7101-522030- | SCHWAB, BRIGET | TRAVEL & TRAINING | $640.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
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| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | | | | | **$215.31** |
| 302152 | 101-7101-531400- | SHERWIN ACE HARDWARE | AGRICULTURE SUPPLIES | $6.99 | |
| 302152 | 101-7101-531400- | SHERWIN ACE HARDWARE | LANDSCAPING SUPPLIES | $25.99 | |
| 302152 | 101-7101-531550- | SHERWIN ACE HARDWARE | BLDG MAINTENANCE SUPPLY | $6.07 | |
| 302152 | 101-7101-531550- | SHERWIN ACE HARDWARE | BLDG MAINTENANCE SUPPLY | $6.59 | |
| 302152 | 101-7101-531550- | SHERWIN ACE HARDWARE | BLDG MAINTENANCE SUPPLY | $7.99 | |
| 302152 | 101-7101-531550- | SHERWIN ACE HARDWARE | BLDG MAINTENANCE SUPPLY | $12.18 | |
| 302152 | 101-7101-531550- | SHERWIN ACE HARDWARE | BLDG MAINTENANCE SUPPLY | $16.58 | |
| 302152 | 101-7101-531550- | SHERWIN ACE HARDWARE | BLDG MAINTENANCE SUPPLY | $17.98 | |
| 302152 | 101-7101-531650- | SHERWIN ACE HARDWARE | FORESTRY SUPPLIES | $8.99 | |
| 302152 | 101-7101-531750- | SHERWIN ACE HARDWARE | STREET SUPPLIES | $6.00 | |
| 302152 | 101-7101-531850- | SHERWIN ACE HARDWARE | BLDG MAINTENANCE SUPPLY | $32.97 | |
| 302152 | 101-7101-531850- | SHERWIN ACE HARDWARE | STREET SUPPLIES | $37.99 | |
| 302152 | 515-7101-533050- | SHERWIN ACE HARDWARE | ALFRESCO SUPPLIES | $28.99 | |
| | | | | | **$110.00** |
| 302153 | 101-7101-521650- | SIDWELL CO | SERVICE BLDG MAINTENANCE | $110.00 | |
| | | | | | **$215.13** |
| 302154 | 101-7101-531400- | SITEONE LANDSCAPE SUPPLY LLC | LANDSCAPING SUPPLIES | $215.13 | |
| | | | | | **$1,225.08** |
| 302159 | 101-7101-531550- | STANDARD PIPE & SUPPLY INC | BLDG MAINTENANCE SUPPLY | $295.08 | |
| 302159 | 101-7101-531550- | STANDARD PIPE & SUPPLY INC | PLUMBING SUPPLIES | $930.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7101 | | | | | **$89.23** |
| 302160 | 101-7101-531850- | STEINER ELECTRIC | MISCELLANEOUS SUPPLIES | $22.70 | |
| 302160 | 101-7101-531850- | STEINER ELECTRIC | MISCELLANEOUS SUPPLIES | $66.53 | |
| | | | | | **$96.00** |
| 302164 | 101-7101-522100- | SUMMIT PRINT SOLUTIONS | PRINTING SERVICES | $96.00 | |
| | | | | | **$2,597.23** |
| 302178 | 101-7101-530350- | ULINE INC | MISCELLANEOUS SUPPLIES | $30.00 | |
| 302178 | 101-7101-531450- | ULINE INC | MISCELLANEOUS SUPPLIES | $742.41 | |
| 302178 | 101-7101-531650- | ULINE INC | MISCELLANEOUS SUPPLIES | $1,824.82 | |
| | | | | | **$254.95** |
| 302180 | 101-7101-521110- | UNIFIRST CORPORATION | SERVICE BUILDING MAINTENANCE | $24.18 | |
| 302180 | 101-7101-521110- | UNIFIRST CORPORATION | SERVICE BUILDING MAINTENANCE | $24.77 | |
| 302180 | 101-7101-521110- | UNIFIRST CORPORATION | SERVICE BUILDING MAINTENANCE | $24.77 | |
| 302180 | 101-7101-521110- | UNIFIRST CORPORATION | SERVICE BUILDING MAINTENANCE | $30.17 | |
| 302180 | 101-7101-521110- | UNIFIRST CORPORATION | SERVICE BUILDING MAINTENANCE | $42.49 | |
| 302180 | 101-7101-521110- | UNIFIRST CORPORATION | SERVICE BUILDING MAINTENANCE | $108.57 | |
| | | | | | **$126.48** |
| 302185 | 101-7101-522700- | VERIZON WIRELESS | ACCT 64202486400001 | $126.48 | |
| | | | | | **$6,400.00** |
| 302188 | 235-7101-550250- | WALKER CONSULTANTS | PROFESSIONAL SERVICES | $6,400.00 | |
| | | | | | **$750.00** |
| 302192 | 101-7101-522700- | WILSON CONSULTING | PROFESSIONAL SERVICES | $750.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7101 | | | | | | **$403.03** |
| | 302198 | 101-7101-531450- | ZORO TOOLS INC | JANITORIAL SUPPLIES | $403.03 | |
| | | | | **DEPARTMENT 7101 TOTAL:** | $1,945,837.92 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7201 | **WATER AND SEWER ADMIN** | | | | |
| | | | | | **$3,138.32** |
| | 505-7201-521650- | APPLE STORE | DATA PLAN | $0.99 | |
| | 505-7201-522020- | AMERICAN WATER WORKS ASSOC | DUES | $244.00 | |
| | 505-7201-522020- | AMERICAN WATER WORKS ASSOC | DUES | $244.00 | |
| | 505-7201-522020- | AMERICAN WATER WORKS ASSOC | DUES | $244.00 | |
| | 505-7201-522020- | AMERICAN WATER WORKS ASSOC | DUES | $244.00 | |
| | 505-7201-522020- | AMERICAN WATER WORKS ASSOC | DUES | $244.00 | |
| | 505-7201-522020- | AMERICAN WATER WORKS ASSOC | DUES | $244.00 | |
| | 505-7201-531650- | NORTHWEST DONUTS INC | EVENT SUPPLIES | $24.00 | |
| | 505-7201-531650- | PANERA | EVENT SUPPLIES | $176.81 | |
| | 505-7201-531650- | SAMS CLUB | EVENT SUPPLIES | $182.62 | |
| | 505-7201-531650- | POSTMASTER ARLINGTON HEIGHTS | RESIDENT MAILING | $252.00 | |
| | 505-7201-531650- | MENARDS-LONG GROVE | CLOTHING & APPAREL | $111.88 | |
| | 505-7201-531650- | SAMS CLUB | MISCELLANEOUS SUPPLIES | $95.52 | |
| | 505-7201-531850- | UNITED SECURITY SEALS, INC | HARWARE SUPPLIES | $830.50 | |
| | | | | | **$94.33** |
| 301932 | 505-7201-531650- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $20.40 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7201 | 301932 | 505-7201-531650- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $23.98 | |
| | 301932 | 505-7201-531850- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $49.95 | |
| | | | | | | **$1,676.00** |
| | 301939 | 505-7201-522030- | ASSOCIATED TECHNICAL SERVICES LTD | TRAVEL & TRAINING | $1,676.00 | |
| | | | | | | **$2,275.45** |
| | 301960 | 505-7201-531650- | BUSHNELL INC | WATER SUPPLIES | $117.68 | |
| | 301960 | 505-7201-531650- | BUSHNELL INC | WATER SUPPLIES | $290.12 | |
| | 301960 | 505-7201-531650- | BUSHNELL INC | WATER SUPPLIES | $1,867.65 | |
| | | | | | | **$1,210.00** |
| | 301961 | 505-7201-521360- | C C CARTAGE INC | DISPOSAL SERVICES | $675.90 | |
| | 301961 | 505-7201-521620- | C C CARTAGE INC | DISPOSAL SERVICES | $179.61 | |
| | 301961 | 505-7201-531900- | C C CARTAGE INC | DISPOSAL SERVICES | $354.49 | |
| | | | | | | **$1,129.04** |
| | 301966 | 505-7201-531010- | CERTIFIED LABORATORIES | WATER SUPPLIES | $1,129.04 | |
| | | | | | | **$8,413.10** |
| | 301969 | 505-7201-521250- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $1,425.00 | |
| | 301969 | 505-7201-521250- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $1,700.00 | |
| | 301969 | 505-7201-521250- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $1,876.57 | |
| | 301969 | 505-7201-521250- | CHRISTOPHER B BURKE LTD | PROFESSIONAL SERVICES | $3,411.53 | |
| | | | | | | **$1,284.50** |
| | 301975 | 505-7201-531400- | CLESEN ARTHUR INC | AGRICULTURAL SUPPLIES | $1,284.50 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7201 | | | | | |
| 301980 | 505-7201-522700- | COMCAST CABLE | ACCT 8771100720175502 | $194.85 | **$194.85** |
| 301984 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0705092066 | $92.44 | **$92.44** |
| 301985 | 505-7201-521500- | COMMONWEALTH EDISON COMPANY | ACCT 0248116083 | $27.18 | **$27.18** |
| 301987 | 505-7201-531400- | CONSERV FS INC | AGRICULTURAL SUPPLY | $1,140.00 | **$1,140.00** |
| 302004 | 505-7201-531650- | EDDIES RESTAURANT AND LOUNGE | EVENT SUPPLIES | $55.00 | **$55.00** |
| 302022 | 505-7201-531650- | GRAYBAR ELECTRIC COMPANY | EQUIPMENT | $1,446.76 | **$1,446.76** |
| 302026 | 505-7201-531020- | HBK WATER METER SERVICE INC | WATER SUPPLIES | $912.00 | **$6,359.33** |
| 302026 | 505-7201-531020- | HBK WATER METER SERVICE INC | WATER SUPPLIES | $1,464.80 | |
| 302026 | 505-7201-531020- | HBK WATER METER SERVICE INC | WATER SUPPLIES | $3,982.53 | |
| 302035 | 505-7201-522030- | IGNOFFO, MIKE | TRAVEL & TRAINING | $662.43 | **$662.43** |
| 302049 | 505-7201-531400- | JCK CONTRACTORS | AGRICULTURAL SUPPLIES | $840.00 | **$1,680.00** |
| 302049 | 505-7201-531400- | JCK CONTRACTORS | SEWER SUPPLIES | $840.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7201 | | | | | |
| | | | | | **$603.43** |
| 302050 | 505-7201-522030- | JEREMY PEIPER | TRAVEL & TRAINING | $603.43 | |
| | | | | | **$640.00** |
| 302055 | 505-7201-522030- | KARR, ASHLEY | TRAVEL & TRAINING | $640.00 | |
| | | | | | **$866.40** |
| 302062 | 505-7201-531010- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $38.49 | |
| 302062 | 505-7201-531010- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $72.16 | |
| 302062 | 505-7201-531050- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $192.74 | |
| 302062 | 505-7201-531050- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $248.16 | |
| 302062 | 505-7201-531550- | LOWES COMMERCIAL SERVICES | SEWER SUPPLIES | $32.15 | |
| 302062 | 505-7201-531550- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $29.38 | |
| 302062 | 505-7201-531550- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $159.48 | |
| 302062 | 505-7201-531650- | LOWES COMMERCIAL SERVICES | BLDG MAINTENANCE SUPPLY | $19.63 | |
| 302062 | 505-7201-531650- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $19.27 | |
| 302062 | 505-7201-531650- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $22.79 | |
| 302062 | 505-7201-531650- | LOWES COMMERCIAL SERVICES | WATER SUPPLIES | $32.15 | |
| | | | | | **$236.00** |
| 302063 | 505-7201-521650- | M3V DATA MGMT LLC | OFFICE EQUIPMENT | $236.00 | |
| | | | | | **$5,049.00** |
| 302078 | 505-7201-531020- | MIDWEST METER INC | METER SUPPLIES | $5,049.00 | |
| | | | | | **$3,200.00** |
| 302085 | 505-7201-522030- | NORBERT MROCZKOWSKI | TUITION REIMBURSEMENT | $3,000.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7201 | 302085 | 505-7201-531650- | NORBERT MROCZKOWSKI | CLOTHING & APPAREL | $200.00 | |
| | | | | | | **$1,808.63** |
| | 302123 | 505-7201-531900- | PETER BAKER AND SON CO | CONSTRUCTION SERVICES | $1,808.63 | |
| | | | | | | **$1,242.50** |
| | 302127 | 505-7201-521500- | PIZZO & ASSOCIATES, LTD | PROFESSIONAL SERVICES | $1,242.50 | |
| | | | | | | **$1,117.00** |
| | 302128 | 505-7201-522100- | PLERUS | PRINTING SERVICES | $1,117.00 | |
| | | | | | | **$1,083.00** |
| | 302131 | 505-7201-522700- | PRECISE MRM LLC | MONTHLY DATA PLAN | $541.50 | |
| | 302131 | 505-7201-522700- | PRECISE MRM LLC | MONTHLY DATA PLAN | $541.50 | |
| | | | | | | **$688.43** |
| | 302132 | 505-7201-522030- | PREUCIL JOHN | TRAVEL & TRAINING | $688.43 | |
| | | | | | | **$135.00** |
| | 302133 | 505-7201-531650- | PRO SAFETY INC | MISCELLANEOUS SUPPLIES | $135.00 | |
| | | | | | | **$0.00** |
| | 302147 | 505-7201-521300- | SCHROEDER AND SCHROEDER | CONSTRUCTION SERVICES | $0.00 | |
| | | | | | | **$70.00** |
| | 302149 | 505-7201-522030- | SCHWEDA, SCOTT | TRAVEL & TRAINING | $70.00 | |
| | | | | | | **$187.97** |
| | 302152 | 505-7201-531020- | SHERWIN ACE HARDWARE | METER SUPPLIES | $25.17 | |
| | 302152 | 505-7201-531650- | SHERWIN ACE HARDWARE | MISCELLANEOUS SUPPLIES | $5.99 | |
| | 302152 | 505-7201-531650- | SHERWIN ACE HARDWARE | MISCELLANEOUS SUPPLIES | $30.95 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7201 | 302152 | 505-7201-531650- | SHERWIN ACE HARDWARE | MISCELLANEOUS SUPPLIES | $37.94 | |
| | 302152 | 505-7201-531650- | SHERWIN ACE HARDWARE | WATER SUPPLIES | $11.98 | |
| | 302152 | 505-7201-531850- | SHERWIN ACE HARDWARE | METERS SUPPLIES | $34.98 | |
| | 302152 | 505-7201-531850- | SHERWIN ACE HARDWARE | WATER SUPPLIES | $7.99 | |
| | 302152 | 505-7201-531850- | SHERWIN ACE HARDWARE | WATER SUPPLIES | $32.97 | |
| | | | | | | **$239.93** |
| | 302159 | 505-7201-531020- | STANDARD PIPE & SUPPLY INC | METER SUPPLIES | $239.93 | |
| | | | | | | **$13,736.06** |
| | 302166 | 505-7201-521350- | TAYLOR PLUMBING | PROFESSIONAL SERVICES | $2,827.28 | |
| | 302166 | 505-7201-521350- | TAYLOR PLUMBING | WATER SUPPLIES | $8,619.65 | |
| | 302166 | 505-7201-531020- | TAYLOR PLUMBING | WATER SUPPLIES | $2,289.13 | |
| | | | | | | **$7,970.98** |
| | 302168 | 505-7201-531020- | TEST GAUGE INC | FORESTRY SUPPLIES | $3,969.00 | |
| | 302168 | 505-7201-531020- | TEST GAUGE INC | METERS SUPPLIES | $2,491.02 | |
| | 302168 | 505-7201-531020- | TEST GAUGE INC | SERVICE BLDG MAINTENANCE | $1,510.96 | |
| | | | | | | **$1,203.32** |
| | 302176 | 505-7201-522030- | TREVINO, VERONICA | TRAVEL & TRAINING | $563.32 | |
| | 302176 | 505-7201-522030- | TREVINO, VERONICA | TRAVEL & TRAINING | $640.00 | |
| | | | | | | **$30.00** |
| | 302178 | 505-7201-530350- | ULINE INC | MISCELLANEOUS SUPPLIES | $30.00 | |
| | | | | | | **$744.95** |
| | 302184 | 505-7201-531600- | USA BLUEBOOK | WATER SUPPLIES | $744.95 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7201 | | | | | **$600.00** |
| 302187 | 505-7201-521200- | VICKERY, JUDE | EQUIPMENT MAINTENANCE | $600.00 | |
| | | | | | **$110.00** |
| 302189 | 505-7201-531650- | WALMAN OPTICAL CO | CLOTHING & APPAREL | $110.00 | |
| | | | | | **$4,480.69** |
| 302197 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLIES | $603.79 | |
| 302197 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLIES | $1,884.90 | |
| 302197 | 505-7201-531010- | ZIEBELL WATER SERVICE PRODUCTS | WATER SUPPLIES | $1,992.00 | |
| | | | **DEPARTMENT 7201 TOTAL:** | $76,922.02 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7301 | **PARKING ADMIN** | | | | |
| | | | | | **$256.88** |
| 301943 | 235-7301-521500- | AT & T | ACCT 847R0608437214 | $256.88 | |
| | | | | | **$419.16** |
| 302003 | 235-7301-521110- | ECO CLEAN MAINTENANCE INC | JANITORIAL SERVICES | $419.16 | |
| | | | | | **$874.37** |
| 302092 | 235-7301-531650- | NORTHWEST ELECTRICAL SUPPLY CO | MISCELLANEOUS SUPPLIES | $874.37 | |
| | | | | | **$500.97** |
| 302160 | 235-7301-531650- | STEINER ELECTRIC | BLDG MAINTENANCE SUPPLY | $13.63 | |
| 302160 | 235-7301-531650- | STEINER ELECTRIC | BLDG MAINTENANCE SUPPLY | $27.26 | |
| 302160 | 235-7301-531650- | STEINER ELECTRIC | BLDG MAINTENANCE SUPPLY | $460.08 | |
| | | | **DEPARTMENT 7301 TOTAL:** | $2,051.38 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7302 | **PARKING VAIL ST. GARAGE OPER** | | | | |
| | | | | | **$1,327.34** |
| 302003 | 235-7302-521110- | ECO CLEAN MAINTENANCE INC | JANITORIAL SERVICES | $1,327.34 | |
| | | | | | **$77.25** |
| 302075 | 235-7302-521020- | MID AMERICAN ELEVATOR CO INC | SERVICE BLDG MAINTENANCE | $77.25 | |
| | | | **DEPARTMENT 7302 TOTAL:** | $1,404.59 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7303 | **PARKING NORTH GARAGE OPER** | | | | |
| | | | | | **$3,891.84** |
| 301925 | 235-7303-531650- | ACTIVE ELECTRICAL SUPPLY CO | BLDG MAINTENANCE SUPPLY | $3,891.84 | |
| | | | | | **$1,327.34** |
| 302003 | 235-7303-521110- | ECO CLEAN MAINTENANCE INC | JANITORIAL SERVICES | $1,327.34 | |
| | | | **DEPARTMENT 7303 TOTAL:** | $5,219.18 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7304 | **PARKING EVERGREEN ST GAR OPER** | | | | |
| | | | | | **$419.16** |
| 302003 | 235-7304-521110- | ECO CLEAN MAINTENANCE INC | JANITORIAL SERVICES | $419.16 | |
| | | | **DEPARTMENT 7304 TOTAL:** | $419.16 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7401 | **SOLID WASTE DISPSL SWANCCADMIN** | | | | |
| | | | | | **$145,630.00** |
| 902062 | 511-7401-521540- | SOLID WASTE AGENCY | JULY 2023 TIPPING FEES | $145,630.00 | |
| | | | **DEPARTMENT 7401 TOTAL:** | $145,630.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7501 | **MUNICIPAL FLEET SVCS ADMIN** | | | | |
| | | | | | **$3,235.86** |
| | 621-7501-521070- | ILLINOIS TOLLWAY | IPASS AUTO-RELOAD | $40.00 | |
| | 621-7501-521070- | ILLINOIS TOLLWAY | IPASS AUTO RELOAD | $40.00 | |
| | 621-7501-531500- | SELECT TECH | VEH MAINTENACE SUPPLY | $1,016.69 | |
| | 621-7501-531500- | MAGNUM MANUFACTURING INC | VEH MAINTENANCE SUPPLY | $1,269.41 | |
| | 621-7501-531650- | HELM INC | VEH MAINTENANCE SUPPLY | $800.00 | |
| | 621-7501-531650- | UPS STORE #1051 | SHIPPING | $69.76 | |
| | | | | | **$555.95** |
| 301932 | 621-7501-531500- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $34.98 | |
| 301932 | 621-7501-531500- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $250.00 | |
| 301932 | 621-7501-531650- | AMAZON COM CAPITAL SERVICES | VEH MAINTENANCE SUPPLY | $64.98 | |
| 301932 | 621-7501-531850- | AMAZON COM CAPITAL SERVICES | HARDWARE SUPPLIES | $205.99 | |
| | | | | | **$350.00** |
| 301935 | 621-7501-531510- | ARLINGTON HTS FORD | VEH MAINTENANCE SUPPLY | $350.00 | |
| | | | | | **$2,677.09** |
| 301948 | 621-7501-531510- | ATLAS BOBCAT LLC | VEH MAINTENANCE SUPPLY | $2,677.09 | |
| | | | | | **$986.75** |
| 301949 | 621-7501-531510- | ATLAS COMPANIES | VEH MAINTENANCE SUPPLY | $986.75 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7501 | | | | | |
| | | | | | **$614.00** |
| 301951 | 621-7501-531510- | AUTO TECH CENTERS INC | VEH MAINTENANCE SUPPLY | $614.00 | |
| | | | | | **$550.39** |
| 301959 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $17.64 | |
| 301959 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $35.94 | |
| 301959 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $49.00 | |
| 301959 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $61.74 | |
| 301959 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $76.14 | |
| 301959 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $100.50 | |
| 301959 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $103.59 | |
| 301959 | 621-7501-531510- | BUMPER TO BUMPER | VEH MAINTENANCE SUPPLY | $105.84 | |
| | | | | | **$285.00** |
| 301964 | 621-7501-521070- | CASSIDY TIRE & SERVICE | VEH MAINTENANCE SERVICE | $95.00 | |
| 301964 | 621-7501-521070- | CASSIDY TIRE & SERVICE | VEH MAINTENANCE SERVICE | $95.00 | |
| 301964 | 621-7501-521070- | CASSIDY TIRE & SERVICE | VEH MAINTENANCE SERVICE | $95.00 | |
| | | | | | **$1,336.64** |
| 301966 | 621-7501-531510- | CERTIFIED LABORATORIES | VEH MAINTENANCE SUPPLY | $661.06 | |
| 301966 | 621-7501-531510- | CERTIFIED LABORATORIES | VEH MAINTENANCE SUPPLY | $675.58 | |
| | | | | | **$69.19** |
| 301967 | 621-7501-531510- | CHICAGO PARTS AND SOUND LLC | VEH MAINTENANCE SUPPLY | ($287.18) | |
| 301967 | 621-7501-531510- | CHICAGO PARTS AND SOUND LLC | VEH MAINTENANCE SUPPLY | $62.64 | |
| 301967 | 621-7501-531510- | CHICAGO PARTS AND SOUND LLC | VEH MAINTENANCE SUPPLY | $293.73 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

Department 7501

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$423.53** |
| 301970 | 621-7501-521070- | CITY LIMITS HARLEY DAVIDSON | VEH MAINTENANCE SERVICE | $423.53 | |
| | | | | | **$950.91** |
| 302016 | 621-7501-522030- | GASCON, JOHNATHON | TRAVEL & TRAINING | $950.91 | |
| | | | | | **$185.99** |
| 302018 | 621-7501-531510- | GLOBAL INDUSTRIAL EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $185.99 | |
| | | | | | **$474.02** |
| 302021 | 621-7501-531510- | GRAINGER W W INC | VEH MAINTENANCE SUPPLY | $17.60 | |
| 302021 | 621-7501-531510- | GRAINGER W W INC | VEH MAINTENANCE SUPPLY | $76.82 | |
| 302021 | 621-7501-531510- | GRAINGER W W INC | VEH MAINTENANCE SUPPLY | $153.64 | |
| 302021 | 621-7501-531510- | GRAINGER W W INC | VEH MAINTENANCE SUPPLY | $225.96 | |
| | | | | | **$300.00** |
| 302032 | 621-7501-531510- | HILLSIDE SERVICE | VEH MAINTENANCE SUPPLY | $300.00 | |
| | | | | | **$163.00** |
| 302040 | 621-7501-521070- | IL SECRETARY OF STATE | TITLE AND PLATES | $163.00 | |
| | | | | | **$163.00** |
| 302041 | 621-7501-521070- | IL SECRETARY OF STATE | TITLE AND PLATES | $163.00 | |
| | | | | | **$8.00** |
| 302042 | 621-7501-521070- | IL SECRETARY OF STATE | REPLACEMENT LICENSE PLATES | $8.00 | |
| | | | | | **$8.00** |
| 302043 | 621-7501-521070- | IL SECRETARY OF STATE | REPLACEMENT LICENSE PLATES | $8.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7501 | | | | | |
| | | | | | **$8.00** |
| 302044 | 621-7501-521070- | IL SECRETARY OF STATE | REPLACEMENT LICENSE PLATES | $8.00 | |
| | | | | | **$163.00** |
| 302045 | 621-7501-521070- | IL SECRETARY OF STATE | TITLE AND PLATES | $163.00 | |
| | | | | | **$1,294.30** |
| 302047 | 621-7501-521070- | INTERSTATE POWER SYSTEMS INC | VEH MAINTENANCE SERVICE | $405.00 | |
| 302047 | 621-7501-531510- | INTERSTATE POWER SYSTEMS INC | VEH MAINTENANCE SUPPLY | $162.88 | |
| 302047 | 621-7501-531510- | INTERSTATE POWER SYSTEMS INC | VEH MAINTENANCE SUPPLY | $726.42 | |
| | | | | | **$11,195.08** |
| 302054 | 621-7501-521080- | KARDS INC | EQUIPMENT MAINTENANCE | $11,195.08 | |
| | | | | | **$544.09** |
| 302059 | 621-7501-531510- | KUSSMAUL ELECTRONICS CO INC | VEH MAINTENANCE SUPPLY | $544.09 | |
| | | | | | **$59.00** |
| 302063 | 621-7501-521020- | M3V DATA MGMT LLC | OFFICE EQUIPMENT | $59.00 | |
| | | | | | **$2,280.15** |
| 302065 | 621-7501-531510- | MACQUEEN EMERGENCY GROUP | VEH MAINTENANCE SUPPLY | $151.98 | |
| 302065 | 621-7501-531510- | MACQUEEN EMERGENCY GROUP | VEH MAINTENANCE SUPPLY | $2,128.17 | |
| | | | | | **$162.96** |
| 302070 | 621-7501-531650- | MENARDS-LONG GROVE | CLOTHING & APPAREL | $162.96 | |
| | | | | | **$193.00** |
| 302073 | 621-7501-522030- | MICHAEL, DANIEL | REIMBURSEMENT | $193.00 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7501 | | | | | | **$8.40** |
| | 302077 | 621-7501-531510- | MIDWEST LUBE INC | VEH MAINTENANCE SUPPLY | $8.40 | |
| | | | | | | **$6,941.83** |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $6.24 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $13.33 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $13.52 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $17.75 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $18.10 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $19.06 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $22.45 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $31.85 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $43.30 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $43.86 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $45.33 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $51.57 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $51.57 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $56.24 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $58.83 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $60.61 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $61.06 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $109.34 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $120.54 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7501 | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $127.74 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $129.05 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $133.29 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $210.25 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $217.83 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $231.48 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $302.89 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $361.62 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $438.69 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $777.12 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $867.00 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $924.35 | |
| | 302081 | 621-7501-531510- | NAPA AUTO PARTS | VEH MAINTENANCE SUPPLY | $1,375.97 | |
| | | | | | | **$755.90** |
| | 302089 | 621-7501-521070- | NORTHWEST AUTO WASH | CAR WASH SERVICES | $755.90 | |
| | | | | | | **$73.99** |
| | 302093 | 621-7501-531510- | NORTHWEST FREIGHTLINER | VEH MAINTENANCE SUPPLY | $73.99 | |
| | | | | | | **$35.37** |
| | 302096 | 621-7501-531510- | O'REILLY AUTO PARTS | VEH MAINTENANCE SUPPLY | $35.37 | |
| | | | | | | **$273.86** |
| | 302121 | 621-7501-531510- | PATLIN INC | VEH MAINTENANCE SUPPLY | $273.86 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

Department 7501

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| | | | | | **$172.00** |
| 302139 | 621-7501-531510- | REGIONAL TRUCK EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $172.00 | |
| | | | | | **$200.00** |
| 302142 | 621-7501-531650- | ROGAN SHOES | CLOTHING & APPAREL | $200.00 | |
| | | | | | **$2,282.89** |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $77.83 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $82.21 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $155.00 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $160.38 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $212.90 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $219.31 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $245.50 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $358.80 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $385.48 | |
| 302144 | 621-7501-531510- | RUSH TRUCK CENTER-CAROL STREAM | VEH MAINTENANCE SUPPLY | $385.48 | |
| | | | | | **$563.50** |
| 302145 | 621-7501-531510- | RUSSO'S POWER EQUIPMENT INC | VEH MAINTENANCE SUPPLY | $563.50 | |
| | | | | | **$51.46** |
| 302152 | 621-7501-531510- | SHERWIN ACE HARDWARE | VEH MAINTENANCE SUPPLY | $9.97 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| | CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|---|
| Department 7501 | 302152 | 621-7501-531650- | SHERWIN ACE HARDWARE | VEH MAINTENANCE SUPPLY | $41.49 | |
| | | | | | | **$6,571.03** |
| | 302157 | 621-7501-521070- | SPRING ALIGN | VEH MAINTENANCE SERVICE | $600.00 | |
| | 302157 | 621-7501-531510- | SPRING ALIGN | VEH MAINTENANCE SUPPLY | $2,775.79 | |
| | 302157 | 621-7501-531510- | SPRING ALIGN | VEH MAINTENANCE SUPPLY | $3,195.24 | |
| | | | | | | **$1,222.96** |
| | 302158 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | ($117.52) | |
| | 302158 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $68.61 | |
| | 302158 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $68.61 | |
| | 302158 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $324.31 | |
| | 302158 | 621-7501-531510- | STANDARD EQUIPMENT CO | VEH MAINTENANCE SUPPLY | $878.95 | |
| | | | | | | **$406.41** |
| | 302167 | 621-7501-531510- | TERMINAL SUPPLY CO | VEH MAINTENANCE SUPPLY | $33.26 | |
| | 302167 | 621-7501-531510- | TERMINAL SUPPLY CO | VEH MAINTENANCE SUPPLY | $373.15 | |
| | | | | | | **$517.08** |
| | 302180 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING & APPAREL | $66.59 | |
| | 302180 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING & APPAREL | $71.65 | |
| | 302180 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING & APPAREL | $71.65 | |
| | 302180 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING & APPAREL | $71.65 | |
| | 302180 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING & APPAREL | $74.02 | |
| | 302180 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING & APPAREL | $74.37 | |
| | 302180 | 621-7501-530350- | UNIFIRST CORPORATION | CLOTHING & APPAREL | $87.15 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 7501 | | | | | **$16.46** |
| 302183 | 621-7501-522050- | UPS STORE #1051 | SHIPPING | $16.46 | |
| | | | | | **$2,803.32** |
| 302191 | 621-7501-531510- | WENTWORTH TIRE SERVICE | VEH MAINTENANCE SUPPLY | $564.76 | |
| 302191 | 621-7501-531510- | WENTWORTH TIRE SERVICE | VEH MAINTENANCE SUPPLY | $646.96 | |
| 302191 | 621-7501-531510- | WENTWORTH TIRE SERVICE | VEH MAINTENANCE SUPPLY | $1,591.60 | |
| | | | | | **$145.00** |
| 302195 | 621-7501-531510- | ZARNOTH BRUSH WORKS INC | VEH MAINTENANCE SUPPLY | $145.00 | |
| | | | | | **$345.20** |
| 302198 | 621-7501-531510- | ZORO TOOLS INC | VEH MAINTENANCE SUPPLY | $138.76 | |
| 302198 | 621-7501-531510- | ZORO TOOLS INC | VEH MAINTENANCE SUPPLY | $206.44 | |
| | | | **DEPARTMENT 7501 TOTAL:** | $52,623.56 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 9001 | **CAPITAL ADMIN** | | | | |
| | | | | | **$542.28** |
| 301927 | 505-9001-550250- | AECOM | PROFESSIONAL SERVICES | $542.28 | |
| | | | | | **$29,050.00** |
| 302012 | 505-9001-550250- | FOURBRIDGE SOLUTIONS | PROFESSIONAL SERVICES | $7,410.00 | |
| 302012 | 505-9001-550250- | FOURBRIDGE SOLUTIONS | PROFESSIONAL SERVICES | $21,640.00 | |
| | | | | | **$49,903.50** |
| 302046 | 505-9001-550250- | IMEG CORP | PROFESSIONAL SERVICES | $597.50 | |
| 302046 | 505-9001-550250- | IMEG CORP | PROFESSIONAL SERVICES | $49,306.00 | |
| | | | | | **$176,525.60** |
| 302067 | 505-9001-550250- | MAURO SEWER CONSTRUCTION | SEWER CONSTRUCTION SERVICES | $176,525.60 | |
| | | | | | **$83,280.00** |
| 302078 | 505-9001-550250- | MIDWEST METER INC | METER SUPPLIES | $83,280.00 | |
| | | | | | **$198,000.00** |
| 302182 | 505-9001-550250- | UNITED SYSTEMS | RESIDENTIAL WATER METER PROGRAM | $198,000.00 | |
| | | | | | **$1,400.00** |
| 302190 | 505-9001-550250- | WATER WELL SOLUTIONS ILLINOIS LLC | EQUIPMENT MAINTENANCE | $1,400.00 | |
| | | | **DEPARTMENT 9001 TOTAL:** | $538,701.38 | |

# VILLAGE OF ARLINGTON HEIGHTS
## WARRANT REGISTER
## CHECK DATE: 5/30/2023

| CHECK # | ACCOUNT # | VENDOR NAME/# | DESCRIPTION | AMOUNT | TOTAL AMOUNT |
|---|---|---|---|---|---|
| Department 9003 | **CAPITAL EQUIPMENT** | | | | |
| | | | | | **$47,547.00** |
| 301991 | 621-9003-550050- | CURRIE MOTORS | VEHICLE PURCHASE | $47,547.00 | |
| | | | | | **$168,431.08** |
| 302082 | 621-9003-550050- | NATIONAL AUTO FLEET GROUP | VEHICLE PURCHASE | $28,095.00 | |
| 302082 | 621-9003-550050- | NATIONAL AUTO FLEET GROUP | VEHICLE PURCHASE | $56,190.00 | |
| 302082 | 621-9003-550050- | NATIONAL AUTO FLEET GROUP | VEHICLE PURCHASE | $28,095.00 | |
| 302082 | 621-9003-550050- | NATIONAL AUTO FLEET GROUP | VEHICLE PURCHASE | $56,051.08 | |
| | | | | | **$35,509.24** |
| 302169 | 621-9003-550050- | THE CHEVROLET EXCHANGE | VEHICLE PURCHASE | $35,509.24 | |
| | | | **DEPARTMENT 9003 TOTAL:** | $251,487.32 | |
| | | | **WARRANT TOTAL:** | **$4,649,626.99** | |

**Village Board**
**6/5/2023**

**Item:** Water Meter Testing & Repair 2023 - Award

**Department**: Public Works

The 2023 Budget includes $345,446 for the testing and repair of large water meters. It is important to regularly test and confirm meter function; accuracy with large meters. Unmetered water costs the Village money and negatively impacts required IEPA reporting results. As a result, the Village contracts out the testing and repair of 60% of the largest use meters. These meters are typically 2" to 12" in size, and due to high volume, have excessive wear on their components. This ongoing work has historically served to maximize the accuracy of our larger water meters for accountability and billing purposes**.**

On May 25, 2023, a public bid opening was held and two bids were opened and read aloud. The following bids were received:

| BIDDER | TOTAL BID |
|---|---|
| HBK Water Meter Services | $226,420 |
| M.E. Simpson Co., Inc. | $519,200 |

HBK Water Meter Service Inc. submitted the lowest responsible bid. Staff has worked with HBK regularly in the past and finds that their work has been exceptional. Therefore, Staff recommends entering a three-year contract with HBK Meter Service.

Funding for these services is available in Account No. 505-7201-521350.

## RECOMMENDATION

It is recommended that the Village Board approve a three-year contract for Water Meter Testing and Repair to HBK Meter Service, Inc. of Rolling Meadows, Illinois, in the amount of $226,420 and authorize Staff to execute the necessary documents.

**Village Board**
**6/5/2023**

**Item:** Municipal Parking Garages Maintenance 2023 - Award

**Department**: Public Works

The 2023 Capital Improvement Plan includes $920,400 for parking garage rehabilitation. A public bid was held on May 4th, 2023, and eight contractors submitted pricing. The bid tabulation is shown below. Total pricing includes work at all four parking structures and two alternative prices for optional traffic marking painting for the Vail and North Garages.

2023 will also be a unique year for parking garage maintenance efforts. In previous years, maintenance was limited to one garage per year. This year, all four parking structures throughout the downtown will receive maintenance that aggressively addresses cracks, leaks, spalls, scaling, and joint sealant deterioration.

Due to the size of this year's program, there will be numerous traffic and parking phases in each garage, where sections of the garage will need to be closed for construction, displacing residential and commuter parking. Another challenge confronting construction efforts is Arlington Alfresco. The Vail Garage, which requires most of the maintenance work, will commence when Alfresco and Harmony Fest conclude so that event parking remains unaffected. Public Works staff will work with the Village Parking Committee on best disseminating this information to all of the Village's parking customers.

On May 1, 2023, a public bid opening was held and eight bids were opened and read aloud. The following bids were received:

| BIDDER | TOTAL BID (4 Structures) |
|---|---|
| Hammer Construction | $ 891,755.00 |
| J. Gill & Company | $ 934,558.00 |
| Mertes Contracting Corp. | $ 973,902.00 |
| Western Specialties Contractors | $1,011,785.00 |
| National Restoration Systems, Inc. | $1,055,665.00 |
| JLJ Contracting, Inc. | $1,208,370.00 |

Golf Construction $1,213,275.00
LS Contracting Group, Inc. $1,245.470.35

Hammer Construction of East Dundee, Illinois, was the lowest responsible bidder. While the Village of Arlington Heights has not previously worked with Hammer Construction, Walker Consultants has recommended them for the project based on their previous work experiences. Therefore, staff recommends award to Hammer Construction at a total bid cost of $891,755.

Funding for this project is available in Account Number:
BL-00-06-BUILDINGS-CONSTRUCT-PRK

## RECOMMENDATION

The Village Board is recommended to award the 2023 Parking Garage Maintenance contract to Hammer Construction of East Dundee, Illinois, for a total cost of $891,755 and authorize staff to execute the necessary documents.

**Village Board**
**6/5/2023**

**Item:** Water Meter Installation Contract 2023

**Department**: Public Works

The FY2023 Capital Budget includes $2,085,600 for funding of the residential water meter replacement program that will replace roughly 18,538 residential water meters and encoder receiver transmitters (ERTs). This multi-year program will allow the Village to continuously and remotely read and monitor water usage throughout the Village. This new technology will also allow residents to do the same for their own account and water usage. Once this new system is activated, residents and Staff will now be able to see live data or water usage, which will greatly reduce the longevity and severity of residential leaks. Funding for this multi-year program is identified in the Capital Improvement Plan. The Village Board authorized the purchase of the remote transmitters in September 2022, and new residential meters in October 2022 to build up inventory in advance of the installation, due to concerns over parts availability.

As part of the ongoing project to replace all the Village's residential meters (18,538), on April 3rd, the Village issued a Request for Proposal (RFP) for the Meter Replacement Program Installation. The project consists of the provision of all labor and equipment necessary to complete the scope of work required for Village-wide replacement of all small and large water meters in the system. Additionally, Staff is leveraging the opportunity to access resident homes to complete mandated water service inventory information related to service material. At the same time, information will be recorded to ascertain overhead sewer information to enable better targeting of existing Village initiatives.

Lastly, an important component of the data collection during this system improvement is the integration of new meter information into the Village's Geographic Information System and the new Enterprise Resource Program (ERP) Utility Billing Software.

Public Works contracted Baxter and Woodman Engineering as a consultant to assist with the RFP process. When the RFPs were opened on April 19th, three proposals were received. All three proposals have been reviewed by Public Works staff and Baxter & Woodman. The three proposals received were all from responsive bidders and were scored using the following criteria: Technical

Background, Technical Installation, Proposed Schedule, Proposer Resources, and Cost. Baxter & Woodman has reviewed all of the proposals and recommends Professional Meters, Inc. from Morris, Illinois.

| BIDDER | TOTAL BID |
|---|---|
| Professional Meters, Inc. of Morris, Illinois | $2,749,416.26 |
| Calumet City Plumbing of Calumet, Illinois | $3,130,850.00 |
| United Meters, Inc. of Morris, Illinois | $3,534,005.00 |

As part of the RFP process, Staff and the consulting engineer negotiated with the preferred contractor, the project in more detail. In an effort to reduce costs and limit inconveniences on the residents and impacts on the Staff, the original schedule is proposed to be compressed to reduce the contractor's fixed costs, allow for sufficient outreach and notification efforts, and eliminate conflict with the integration of the Utility Billing module of the ERP system. Therefore, the new project start date will be March 1, 2024, and a completion date of approximately December 1, 2025.

The entire program budget for this multi-year project is $7 million. The meters will be purchased over a 4-year period starting in 2022, and the remainder of the funds will be allocated to installation per the RFP. No additional funding is required form the original budget plan.

Once approved, Staff will work with the consultant and installer to begin to message to residents the program benefits and schedule. Staff has already developed a systematic installation program to secure important data required for IEPA reporting first, while at the same time, coordinating with the Finance Department as the new Utility Billing software is being implemented. Staff anticipates the first meter change-outs to begin by March 1, 2024.

Funds for this project are included in Account No. 505-9001-550250.

**RECOMMENDATION**

It is recommended that the Village Board approve the contract for Water Meter Installation 2023 to Professional Meters, Inc., of Morris, Illinois, in an amount not-to-exceed $3,200,000.00, (base proposal of $2,749,416.26, plus $450,583.74 (~15%) in contingency) for this multi-year project that is to be funded in Fiscal Year 2024 and 2025, and authorize Staff to execute all necessary documents.

**Village Board**
**6/5/2023**

**Item:** Uptown Beautification - Engineering Services

**Department**: Planning & Community Development

## BACKGROUND

Previously, a study was presented to the Village Board for the retail commercial corridor, known as "Uptown" along Rand Road, Palatine Road, and Arlington Heights Road. The goal of the study was to create an identity for the area through streetscape and gateway opportunities. The plan sets out to accomplish this by unifying the area, as well as creating a sense of entry and presence to distinguish between other retail areas. The "Uptown" area represents approximately 24% of the Village's total sales tax revenue and approximately 28% if automobile sales are not included. The shopping district has seen stiff competition from neighboring commercial areas. Beautifying the area will help attract new businesses and retain existing businesses while making it a more comfortable and aesthetically pleasing environment for residents, businesses and shoppers who patronize the area. After the Village Board accepted the beatification plan, funds were budgeted in TIF V and in the General Fund in order to begin implementation.

On December 5, 2022 the Village Board approved a bid for the gateway signage for the Uptown Shopping District. The gateway signage will be located at the entry points to the area in order to identify the shopping district. The signs are currently being fabricated and installation is anticipated late summer. In addition to the signage, beatification items that include decorative crosswalks, metal banners and medians are proposed.

As part of the 2023 budget, money was budgeted for crosswalks, metal banners and medians within the Uptown beautification area. The Department of Planning and Community Development issued a request for proposals in order to obtain estimates from consultants for engineering services. The consultant will be tasked with developing permit plans for IDOT and the preparation of construction documents/bid package.

## BUDGET

The engineering consultant will be funded by TIF 5 and the General Fund, which both include funds for Uptown beautification for this purpose in the current fiscal year budget.

## AVAILABLE FUNDS FY 2023

#264-4001-571.50-30 – Road Projects (Rand Road Corridor Identification enhancement)- $251,000

#401-4001-571.50-30 – Road Projects (Rand Road Corridor Identification enhancement)- $189,000

## PROPOSAL RESPONSE

Christopher B. Burke Engineering - $60,162
Engineering Resource Associates - $115,280
BLA - $132,877
Hampton Lenzini Renwick - $149,405

## ANALYSIS

Christopher Burke is the lowest consultant response. Christopher B. Burke Engineering has successfully completed various other projects for the Village.

## RECOMMENDATION:

It is recommended that the Village Board authorize the Village Manager to enter into an agreement with Christopher B. Burke Engineering for engineering services for the Uptown crosswalks, metal banners and Rand Road medians for the amount of $60,162 to be funded from the Rand Road Corridor Identification Enhancement funds. The project would be funded from account # 264-4001-571.50-30 and account #401-4001-571.50-30.

The consultant has been determined to be responsible and the proposal meets the specifications.

## ATTACHMENTS:

| Description | Type |
|---|---|
| Uptown Agreement - Engineering Services | Agreement |

**VILLAGE OF ARLINGTON HEIGHTS**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR UPTOWN BEAUTIFICATION PROJECT**

**THIS AGREEMENT** (***"Agreement"***) is dated as of the ____ day of _____, 2023 (***"Effective Date"***) and is by and between the Village of Arlington Heights, an Illinois home rule municipal corporation (***"Village"***), and Christopher B. Burke Engineering, Ltd., an Illinois corporation (***"the Consultant"***) (collectively, the ***"Parties"***).

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

**SECTION 1. SCOPE AND PROVISION OF SERVICES.**

**A. Engagement of the Consultant.** The Village hereby engages the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project described as follows (collectively, the ***"Services"***):

> Provision of professional design engineering services, contract document preparation, construction administration services, and related engineering and consulting services for the Village's Uptown Beautification Project.

**B. Services**. The Consultant has submitted to the Village a description and proposal of the Services to be provided by the Consultant, a copy of which is attached as ***Exhibit A*** to this Agreement (***"Scope of Services"***). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

**C. Commencement; Time of Performance.** The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (***"Time of Performance"***). The Parties agree that, in accordance with the Scope of Services, the estimated Time of Performance is 10 months from the effective date of this Agreement.

**D. Reporting.** The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

**E. Relationship of the Parties.** The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

**F. Information Releases.** The Consultant will not issue any news releases, marketing materials, or other public statements regarding the Services without prior approval from the Village.

**G. Mutual Cooperation.** The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

**H. Compliance with Laws and Grants.**

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

## SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

**A. Compensation.** The total amount billed by the Consultant for the Services under this Agreement will not exceed $60,162.00 (***"Compensation"***), as outlined in the Scope of Services**,** including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

**B. Invoices and Payment.** The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**C. Records.** The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

**D. Claim in Addition to Compensation.** If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

**E. Taxes, Benefits, Royalties.** The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

**F. Completion and Acceptance of Services.** The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

**G. Additional Services.** The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures.

**H. No Additional Obligation.** The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

## SECTION 3. PERSONNEL; SUBCONTRACTORS.

**A. Key Project Personnel.** The employees, officials, and personnel of the Consultant described in the Scope of Services (***"Key Project Personnel"***), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

**B. Availability of Personnel.** The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

**C. Approval and Use of Subcontractors.** The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

## SECTION 4. TERM OF AGREEMENT.

**A. Term.** The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

**B. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

## SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

**A. Confidential Information.** In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether

physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

**B. Ownership**. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

**C. Freedom of Information Act and Local Records Act**. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

**D. Injunctive Relief**. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with

the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

**SECTION 6. WARRANTY.**

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

**SECTION 7. CONSULTANT REPRESENTATIONS.**

**A. Ability to Perform.** Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**B. Authorization**. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

**C. Company Background**. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

**D. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**E. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this

Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

**F. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**G. No Default**. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

**H. No Legal Actions Preventing Performance**. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

**I. Patriot Act Compliance**. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively ***"Personnel"***) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

## SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

**A. Indemnification.** The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from claims that may be asserted at any time against any of those parties in connection with the professional services provided in this Agreement and the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

**B. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance

coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

**C. No Personal Liability.** No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

**SECTION 9. DEFAULT.**

**A. Default.** If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

**B. Remedies.** In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant**.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment**.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

**SECTION 10. GENERAL PROVISIONS.**

**A. Amendment.** No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

**C. Village Actions, Consents, and Approvals.** Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

**D. Binding Effect.** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

**E. Notice.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
Attention: Charles Witherington-Perkins
E-mail: cperkins@vah.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Hart M. Passman
E-mail: hart.passman@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Christopher B. Burke Engineering, Ltd.
9975 W. Higgins Rd., Ste. 600
Rosemont, Illinois 60018
Attention: Michael Kerr, PE
Email: _____

**F. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.

**G. Severability**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

**H. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**I. Governing Laws.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**J. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

**L. Non-Waiver.** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**M. Exhibits. Exhibits A** and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

**N. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

**O. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

**P. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**Q. Survival**. The provisions of Sections 8 will survive the termination or expiration of the Agreement.

**R. Calendar Days; Calculation of Time Periods**. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

**S. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

By: _____
Village Clerk

**VILLAGE OF ARLINGTON HEIGHTS**

By: _____
Village Manager

ATTEST:

By: _____

Title: _____

**CONSULTANT**

By: _____

Its: _____

**EXHIBIT A**

**Schedule and proposal**

# UPTOWN BEAUTIFICATION
# CROSSWALKS, MEDIANS & METAL BANNERS
## ARLINGTON HEIGHTS ROAD/RAND ROAD/PALATINE ROAD

## PROJECT SCHEDULE*

| TASK | 2023 | | | | | | | | 2024 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| **Notice to Proceed** | | | | | | | | | | | | | | | | | | | | |
| **Design Study** | | | | | | | | | | | | | | | | | | | | |
| **Design Approval** | | | | | | | | | | | | | | | | | | | | |
| **Prefinal Plan Submittal** | | | | | | | | | | | | | | | | | | | | |
| **IDOT Review** | | | | | | | | | | | | | | | | | | | | |
| **Final Plans** | | | | | | | | | | | | | | | | | | | | |
| **Project Letting** | | | | | | | | | | | | | | | | | | | | |
| **Construction** | | | | | | | | | | | | | | | | | | | | |
| **Close Out** | | | | | | | | | | | | | | | | | | | | |

** We recommend submitting all three components (crosswalks, medians and metal banners) to IDOT simultaneously as one permit submittal. Therefore, this schedule applies to all three projects.*

**Exhibit A FEE SUMMARY - Proposal for Design Engineering (Metal Banners)**

**Village of Arlington Heights**

**Uptown Beautifications**

**Detailed Cost Breakdown** 2-Feb-23

| TASK | BUDGET Hours | BUDGET Dollars | % | Engineer VI | Engineer III | Landscape Architect | Survey V | Survey IV | Survey III | Survey II | Environmental Specialist IV | CADD II | Admin Assistant | Direct Costs |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Engineering** | | | | | | | | | | | | | | |
| Task 1 – Kick-off Meeting and Data Collection | 3 | $567.00 | 3% | 1 | | 2 | | | | | | | | |
| Task 2 – Design Study | 22 | $3,554.00 | 21% | 2 | 4 | 16 | | | | | | | | |
| Task 3 – Meetings | 6 | $1,134.00 | 7% | 2 | | 4 | | | | | | | | |
| Task 4 – Preliminary Cost Estimate | 10 | $1,480.00 | 8% | | 4 | 6 | | | | | | | | |
| Task 5 – Survey | 0 | $0.00 | 0% | | | | | | | | | | | |
| Task 6 – Permitting | 10 | $1,460.00 | 9% | | 6 | 4 | | | | | | | | |
| Task 7 – Bid Package | 54 | $8,948.00 | 52% | 4 | 24 | 24 | | | | | | 6 | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| Total Hours per Classification | | | | 9 | 38 | 56 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | |
| Average Hourly Rate (2017 Rates) | | | | $257.00 | $140.00 | $155.00 | $213.00 | $180.00 | $157.00 | $115.00 | $155.00 | $140.00 | $98.00 | |
| | | | | | | | | | | | | | | |
| **Total Cost** | **55** | **$17,153.00** | **100%** | **$2,313.00** | **$5,320.00** | **$8,680.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$840.00** | **$0.00** | **$0.00** |

## Exhibit A FEE SUMMARY - Proposal for Design Engineering (Crosswalks)

Village of Arlington Heights
Uptown Beautifications
Detailed Cost Breakdown 2-Feb-23

| TASK | BUDGET Hours | Dollars | % | Engineer VI | Engineer III | Landscape Architect | Survey V | Survey IV | Survey III | Survey II | Environmental Specialist IV | CADD II | Admin Assistant | Direct Costs |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |
| Engineering | | | | | | | | | | | | | | |
| Task 1 – Kick-off Meeting and Data Collection | 2 | $412.00 | 2% | 1 | | 1 | | | | | | | | |
| Task 2 – Design Study | 42 | $6,354.00 | 26% | 2 | 24 | 16 | | | | | | | | |
| Task 3 – Meetings | 3 | $567.00 | 2% | 1 | | 2 | | | | | | | | |
| Task 4 – Preliminary Cost Estimate | 6 | $900.00 | 4% | | 2 | 4 | | | | | | | | |
| Task 5 – Survey | 40 | $5,068.00 | 21% | | | | | | 4 | 24 | | 12 | | |
| Task 6 – Permitting | 14 | $2,194.00 | 9% | 2 | 12 | | | | | | | | | |
| Task 7 – Bid Package | 58 | $8,594.00 | 36% | 2 | 40 | 16 | | | | | | | | |
| | 0 | | | | | | | | | | | | | |
| | 0 | | | | | | | | | | | | | |
| | 0 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| Total Hours per Classification | | | | 8 | 78 | 39 | 0 | 0 | 4 | 24 | 0 | 12 | 0 | |
| Average Hourly Rate (2017 Rates) | | | | $257.00 | $140.00 | $155.00 | $213.00 | $180.00 | $157.00 | $115.00 | $155.00 | $140.00 | $98.00 | |
| | | | | | | | | | | | | | | |
| **Total Cost** | 83 | **$24,089.00** | 100% | **$2,056.00** | **$10,920.00** | **$6,045.00** | **$0.00** | **$0.00** | **$628.00** | **$2,760.00** | **$0.00** | **$1,680.00** | **$0.00** | **$0.00** |

Note: Task 5 and 7 include survey and analysis to determine if the existing sidewalk ramps meet ADA requirements. They do not include hours to redesign them if they do not meet ADA requirements.

## Exhibit A FEE SUMMARY - Proposal for Design Engineering (Medians)

**Village of Arlington Heights**
**Uptown Beautifications**
Detailed Cost Breakdown 2-Feb-23

| TASK | BUDGET Hours | Dollars | % | Engineer VI | Engineer III | Landscape Architect | Survey V | Survey IV | Survey III | Survey II | Environmental Specialist IV | CADD II | Admin Assistant | Direct Costs |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |
| Engineering | | | | | | | | | | | | | | |
| Task 1 – Kick-off Meeting and Data Collection | 3 | $567.00 | 3% | 1 | | 2 | | | | | | | | |
| Task 2 – Design Study | 30 | $4,794.00 | 25% | 2 | 4 | 24 | | | | | | | | |
| Task 3 – Meetings | 6 | $1,134.00 | 6% | 2 | | 4 | | | | | | | | |
| Task 4 – Preliminary Cost Estimate | 12 | $1,800.00 | 10% | | 4 | 8 | | | | | | | | |
| Task 5 – Survey | 0 | $0.00 | 0% | | | | | | | | | | | |
| Task 6 – Permitting | 11 | $1,717.00 | 9% | 1 | 6 | 4 | | | | | | | | |
| Task 7 – Bid Package | 56 | $8,908.00 | 47% | 4 | 12 | 40 | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| Total Hours per Classification | | | | 10 | 26 | 82 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Average Hourly Rate (2017 Rates) | | | | $257.00 | $140.00 | $155.00 | $213.00 | $160.00 | $157.00 | $115.00 | $165.00 | $140.00 | $98.00 | |
| | | | | | | | | | | | | | | |
| **Total Cost** | **59** | **$18,920.00** | **100%** | **$2,570.00** | **$3,640.00** | **$12,710.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**EXHIBIT B**

**INSURANCE COVERAGES**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Arlington Heights including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

| Additional Insured | Policy or Policies |
| --- | --- |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;

2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;

b. **Consent of Village Required. The Consultant** may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.

c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and

e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

**Village Board**
**6/5/2023**

**Item:** Modification to Zero Interest Loan Program

**Department**: Planning & Community Development

## BACKGROUND

In April 2014, the Village Board approved a Zero Interest Loan program to help encourage economic development in Arlington Heights. As approved, the program offers a loan of up to one-half of eligible project costs, not to exceed $10,000. In 2015, the maximum loan amount was increased to $20,000 in order to generate more interest in the program.

Over the past two years, two such loans have been approved, although the Village did also approve 18 COVID-relief loans in 2020, and 16 forgivable loans through CDBG funding in 2021, for Arlington Heights businesses. In looking for ways to make the standard loan program more enticing to new and existing businesses, Staff and the Arlington Economic Alliance are proposing modifications to the current program.

## FUNDING

The program is funded through application fees and rebates from recipients of the Cook County Class 6b and 7c property tax abatement incentives, as well as repayments of existing loans. The fund currently holds over $1.3 million.

## PROPOSED LOAN STRUCTURE

The changes proposed would:

- Increase the maximum loan amount from $20,000 to $25,000
- Cover up to 75% of project costs (an increase from 50%)
- Enable a forgivable provision for existing businesses that have operated in Arlington Heights for at least three years

There would be no changes regarding eligible costs, interest accrued, or repayment schedule. Requests for greater than $25,000 could be considered on an individual basis by Staff and would require Village Board approval.

## ECONOMIC ALLIANCE RECOMMENDATION

At their April 19, 2023 commission meeting, the Arlington Economic Alliance voted to unanimously recommend the aforementioned changes for approval.

## RECOMMENDATION

It is recommended that the Village Board concur with Staff's recommendation, and the Arlington Economic Alliance motion, to make the proposed changes to the Zero Interest Loan program:

1. Increasing the maximum loan amount from $20,000 to $25,000

2. Covering up to 75% of project costs (an increase from 50%)
3. Enabling a forgivable provision for existing businesses that have operated in Arlington Heights for at least three years

Language would be added to the application stating that requests greater than $25,000 could be considered on an individual basis by Staff and would ultimately require Village Board approval.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Modification to Zero Interest Loan Program | Report |
| Summary Modifications for Economic Alliance | Report |
| Economic Alliance Minutes Extract | Minutes |

**Item:** MODIFICATION TO THE ZERO INTEREST LOAN PROGRAM

**Department:** Planning & Community Development

## BACKGROUND

In April 2014, the Village Board approved the Zero Interest Loan program to help encourage economic development in Arlington Heights. The program was the result of months of collaboration between Village Staff and the Arlington Economic Alliance. As approved, the program offered an interest-free loan of up to one-half of eligible project costs, not to exceed $10,000. Eligible applicants are any new or existing for-profit businesses, and the incentive covers a range of potential costs such as start-up/relocation expenses, interior build-out, and purchase of equipment. Repayment of the loan is made in quarterly installments, not to exceed five years, and the loans are awarded following review and approval from the Village's designated loan committee. In 2015, per the Economic Alliance's recommendation, the Village Board approved increasing the maximum loan amount to $20,000.

Since the inception of the Zero Interest Loan program in 2014, the Village has approved 14 standard interest-free loans totaling $248,050 (independent of COVID-relief loans and CDBG-funded forgivable loans provided during the pandemic). However, from June 2021 through September 2022, the Village received and approved only one standard Zero Interest Loan application. In the meantime, the Loan fund has grown to over $1.3 million. In light of this, Staff discussed the program with the Arlington Economic Alliance in October 2022 to consider ways to make the program more enticing to prospective and existing small businesses. The following memo provides context on the program, as well as recommendations on how to improve it. *Note: since discussion with the Economic Alliance, one additional standard loan has been approved and distributed.*

In October 2022, Village Staff discussed with the Economic Alliance ways to further enhance the program and make it more enticing for new and existing businesses alike. Following those discussions, Staff is proposing three changes to the Zero Interest Loan program:

1. Increasing the maximum loan amount to $25,000
2. Allowing the loan to cover up to 75% of eligible project costs (up from 50%)
3. For businesses that have been operating within Arlington Heights for at least three years, having a provision in which the final 20% of repayment would be forgiven if the previous 80% is repaid on time

These modifications were presented to the Arlington Economic Alliance on April 19, 2023. The Commission voted in favor of all these changes, with the incorporation of language that loan requests greater than $25,000 can be considered on a case-by-case basis but would need final approval from the Village Board.

## GOAL AND PURPOSE

The Zero Interest Loan Program is designed to provide financial assistance to prospective and existing businesses within the Village of Arlington Heights. The program is intended to assist companies' growth within the Village while enhancing a diverse business climate, both communitywide and regionally. An ideal applicant will show, or have the potential for, long-term growth within Arlington Heights.

## FUNDING

The program was initially funded by seed money approved by the Village Board, and is now primarily funded through rebates from recipients of the Cook County Class 6b and 7c property tax abatement incentives, as well as repayment on existing interest-free loans. In order to fund the Zero Interest Loan program, Class 6b/7c recipients agree to rebate the Village 10% of their property tax savings over the first three years of the 7c designation, or the first five years of the Class 6b designation. Funds generated from these rebates are designated specifically to the Zero Interest Loan fund, including a $1,000 application fee for the Class 6b/7c incentives.

## JUSTIFICATION FOR CHANGES

Since the current program's commencement in 2014, the Village has approved 14 interest-free loans totaling $248,050*. Since June 2021, two Zero Interest Loan applications have been submitted to Staff (one has been awarded and one is currently under review). In order to better utilize the program and its funds, Staff sought the input of the Economic Alliance for ways to generate more interest in the program. The Zero Interest Loan program currently has over $1.3 million in funds, and these proposed modifications are expected to help generate more interest.

**Note, this data is separate from the 18 COVID-relief interest-free loans that were approved in 2020 and the 16 forgivable business loans via CDBG funding*

## EXISTING LOAN STRUCTURE

Eligible applicants under the program are for-profit enterprises either looking to locate, or enhance their current operations, within the Village. Eligible costs may include:

- Start-up or relocation into an Arlington Heights property
- Expansion within current location
- Interior build-out
- Purchase of machinery or equipment
- Energy efficiency improvements
- Upgrades to technology
- Other improvements as may be approved by the Village that enhance occupancy rates, employment figures, and/or tax revenue

Currently, an approved applicant is eligible to receive a loan of up to 50% of the total project cost, not to exceed $20,000. The loan recipient accrues no interest on the loan for a maximum term of five years, but no longer than the remaining lease term. Loans become due and payable at the maximum term of the loan, with quarterly loan repayments equal to the amount and duration of the loan.

## PROPOSED LOAN STRUCTURE

The changes proposed would increase the maximum loan amount from $20,000 to $25,000, cover up to 75% of project costs (an increase from 50%), and enable a forgivable provision for existing businesses. There would be no changes regarding eligible costs, interest accrued, or repayment schedule. Requests for greater than $25,000 could be considered on an individual basis by Staff and would ultimately require Village Board approval.

## ALLIANCE MOTION

At their April 19, 2023 commission meeting, the Arlington Economic Alliance voted to unanimously recommend the aforementioned changes for approval, with the incorporation of language that loan requests greater than $25,000 can be considered on a case-by-case basis, but would need final approval from the Village Board.

## RECOMMENDATION

It is recommended that the Village Board concur with the Arlington Economic Alliance motion to:

1. Increase the maximum loan amount to $25,000
2. Allow the loan to cover up to 75% of eligible project costs
3. Have a provision in which the final 20% of repayment would be forgiven, if the previous 80% is repaid on time, exclusively for businesses that have been operating within Arlington Heights for at least three years
4. Permit consideration of loans greater than $25,000 on a case-by-case basis, with the request requiring final approval by the Village Board

# Zero Interest Loan Program

*Potential Modifications*
April 2023

**Summary**

At the October 2022 Economic Alliance meeting Staff discussed the Village's small business Zero Interest Loan program, seeking feedback or ways to improve it. The program is a revolving loan fund created in 2013 by Village Staff and approved by the Economic Alliance. The loan can be repaid in quarterly installments, up to five years or duration of lease (whichever is shorter), and must be used for tangible improvements. Credit checks and collateral (typically in the form of a lien on real estate) are required in order to secure repayment of loan. A designated committee reviews, then either approves or rejects, an application.

**Key Alliance Feedback**

- Maximum amount ($20,000) may not be enticing enough, especially for larger projects
- Consider covering more than 50% of the total project cost
- Look for alternatives to lien on residential property
- Timing may be better now for the program
    - Interest rates rising
    - Post-pandemic; owners can focus on investing in business rather than just surviving
- Alliance would like the opportunity to review any changes made to the program

**Proposed Modifications**

| | Max | Repay | Covers | Collateral | Approval | Notes |
|---|---|---|---|---|---|---|
| **Current Program** | $20,000 | Max 5 yrs. | ≥ 50% of costs | Lien on Property | Loan Committee | |
| **Proposed Program** | $25,000 | Max 5 yrs. | ≥ 75% of costs | Lien on Property | Loan Committee | 20% forgivable for *existing* businesses (3+ years) after 80% is repaid on time |

**Explanation of Modifications**

- Maximum amount is capped at $25,000 (instead of the current $20,000)
- Repayment remains at a maximum of five years or duration of lease (whichever is less)
- Loan now covers up to 75% of project costs; so instead of needing a minimum $50,000 in expenses to qualify for a $25,000 loan, business needs just $33,333 in eligible project costs
- Collateral to secure the loan, such as a lien on real estate, is still required to limit risk to the Village
- As with the current standard loan, internal committee approval is needed (no Village Board approval is necessary)
- As an added incentive to existing businesses that have already invested in the Village for over three years, if 80% of the loan is repaid on-time then the remaining 20% is forgiven

**Marketing Plan**

- Post to Facebook on a quarterly basis, promoting the program
- Regularly include flyer in *Arlington Heights Business E-News*
- Send to brokers representing commercial properties in Arlington Heights
- Consider paying for digital ads

# DRAFT - EXTRACT

**MINUTES OF THE MEETING OF THE ARLINGTON ECONOMIC ALLIANCE HELD ON APRIL 19, 2023 AT 7:30 A.M. AT THE VILLAGE HALL**

**MEMBERS PRESENT:**
Andrew Stengren – Chairman
Tonia Etoh
Tony Guido
Terry Iverson
Kerri Oots
Michele Petrie
Jon Ridler
Brian Roginski

**MEMBERS ABSENT:**
Rich Casey
Heather Larson
Ellen Para
Andi Ruhl
John Toliopoulos

**STAFF PRESENT:**
Michael Mertes – Business Development Manager

**ALSO PRESENT:**
Melissa Cayer, Resident
Mary Ellen Graf, Township High School District 214
Keith Moens, Resident

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**Zero Interest Loan Program Evaluation**

Staff seeks to modify the Village's Zero Interest Loan program to make it more enticing to new and existing businesses. The Economic Alliance provided feedback at their October 2022 meeting, and much of what was discussed is incorporated in proposed changes that were included with the meeting packet. Key recommended changes involve increasing maximum loan amount from $20,000 to $25,000, having the loan cover up to 75% of the project cost (increased from 50%), and adding a 20% forgivable provision for businesses that have been operating in Arlington Heights for over three years. A few program elements would remain in place, such as a repayment schedule topping off at five years or duration of lease, whichever is shorter. Also, collateral is needed, typically in the form of a real estate lien, in order to ensure that the Village has security in giving out the loan. Staff is looking at other loan options, such as a smaller loan amount that could be secured with a personal guarantee.

Based upon the proposed changes, Ms. Petrie feels that it's an improved incentive and asked about the primary goal for the program. Mr. Mertes responded that its original intent was to incentivize business to open or grow and expand in Arlington Heights, and offer a program that differentiates the Village from other communities. Also, the Downtown TIFs have long since expired and this program can help businesses conduct interior build-out, façade improvements, and so forth. However, the program is open to all businesses, not just Downtown. The fund has grown with revenue from rebates from Cook County property tax abatement programs. Ms. Petrie asked if a loan larger than $25,000 could be considered. Mr. Mertes responded that the primary goal of the fund was to support small businesses, but that larger projects could be considered if compelling enough.

Mr. Iverson suggested a manufacturing incubator as a potentially valuable use of funds. Chairman Stengren asked what happens to unused revenues and Mr. Mertes responded that it remains in the Zero Interest Loan fund. Thus far, those funds have only been used for interest-free loans. Mr. Ridler asked if the fund is interest-bearing (note: the fund is interest bearing) and how rebates from the Cook County Class 6b program fund the Zero Interest Loan

program. Mr. Mertes explained that the property owners with the 6b designation are invoiced annually over the first five years of a 12-year rebate following release of that year's second tax bill. They are invoiced 10% of the difference between that year's tax bill amount and what the amount would have been without the 6b designation.

Mr. Ridler suggested incorporation of language where a request for more than $25,000 could be considered, but would require Village Board approval. As a way to safeguard the program from being financially drained as a result of loan requests greater than $25,000, Mr. Iverson suggested a cap on percentage of funds that can be available at one time. Chair Stengren favors the option to request an amount larger than $25,000 as long as the fund is safeguarded from being swallowed up. Ms. Petrie and Mr. Ridler also support a percentage cap to the fund. Ms. Etoh asked if any loans have been defaulted on, and Mr. Mertes responded that there have not. Mr. Guido asked if other communities offer programs similar to this. Mr. Mertes said there are similar programs in other municipalities, but most are funded through TIF and are restricted to businesses within that TIF district (and not necessarily open to all businesses in that community).

**JON RIDLER MOVED TO RECOMMEND APPROVAL OF THE PROPOSED CHANGES TO THE ZERO INTEREST LOAN PROGRAM AS PROPOSED, WITH THE ADDITION OF LANGUAGE STATING THAT A BUSINESS MAY BE APPROVED FOR AN AMOUNT GREATER THAN $25,000 IF APPROVED BY THE VILLAGE BOARD. TONY GUIDO SECONDED. ALL ALLIANCE MEMBERS VOTED IN FAVOR OF THE MOTION.**

Ms. Petrie requested occasional status updates to the Alliance regarding the program. Chair Stengren feels the modifications will incentivize use of the program and he emphasized the importance of marketing the program.

**Village Board**
**6/5/2023**

**Item:** Speed Limit Ordinance, Various Streets

**Department**: Public Works

## BACKGROUND

The Engineering Division has recently been contacted by residents about a lack of speed limit signs on these roadway segments:

- S Forrest Ave between E Northwest Hwy & E Kensington Rd
- N Douglas Ave between E Ivy Ln & E Hintz Rd

Both road segments are approximately .5 miles long. Currently, Forrest Ave. has only three (3) signs (two southbound and one northbound), and Douglas Ave. has no posted speed limit signs. Public Works will coordinate installation of additional signs as necessary.

During Staff's inspection, it was noted that Forrest Ave. is currently posted at 25 mph and Douglas Ave. currently warrants a 25 mph speed limit posting. Establishment of a 25 mph speed limit on a Village roadway requires a traffic study that warrants the speed and an ordinance.

While investigating the two road segments listed above, Staff found that there were numerous road segments that had been historically established at 25 mph as well, but without reference in any ordinance that could be located by staff. Therefore, because no ordinance could be located that references the road segments listed below as being approved for the reduced speed limit, staff will be requesting that all the road segments listed above and below be included in this ordinance.
Existing 25 mph road segments without ordinance:

- E Ivy Ln between N Arlington Heights Rd & N Burke Dr,
- E Oakton St between N Dunton Ave & N Waterman Ave,
- N Chicago Ave between W Northwest Hwy & W Clarendon St,
- N Dunton Ave between W Euclid Ave & W Thomas St,
- N Harvard Ave between W Northwest Hwy and W Oakton St,
- N Lafayette St between N Verde Dr and N Alleghany Dr,

- N Race Ave between W Northwest Hwy & W Oakton St,
- N Salem Ave between 200ft south of W Elm St & W Oakton St,
- N Verde Dr between W Palatine Rd and W Alec St,
- N Yale Ave between W Northwest Hwy & W Thomas St,
- S Gibbons Ave between E Northwest Hwy & E Grove St,
- W Oakton St between N Wilke Rd and N Dunton Ave,
- W Lexington Dr between N Verde Dr and W Roanoke Dr,

**RECOMMENDATION**

It is recommended that the attached ordinance designating 25 mph speed limits for the Village roadway segments listed be approved.

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| 25 MPH VARIOUS STREETS - ORDINANCE | Ordinance |

**AN ORDINANCE ESTABLISHING**
**THE SPEED LIMIT ON A CERTAIN STREETS**
**IN THE VILLAGE OF ARLINGTON HEIGHTS**

WHEREAS, it is the desire of the President and Board of Trustees to limit the speed of traffic on portions of various streets as hereinafter set forth,

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

SECTION ONE: That a maximum speed limit of 25 miles per hour is hereby established upon the following designated streets within the corporate limits of the Village of Arlington Heights:

| STREET NAME: | FROM: | TO: |
|---|---|---|
| East Oakton Street | North Dunton Avenue | North Waterman Avenue |
| East Ivy Ln | North Arlington Heights Road | North Burke Drive |
| North Chicago Avenue | West Northwest Highway | West Clarendon Road |
| North Douglas Avenue | East Ivy Lane | East Hintz Road |
| North Dunton Avenue | West Euclid Avenue | West Thomas Street |
| North Harvard Avenue | West Northwest Highway | West Oakton Street |
| North Lafayette Street | North Verde Street | North Alleghany Drive |
| North Race Avenue | West Northwest Highway | West Oakton Street |
| North Salem Avenue | 200 ft south of North Salem Avenue & West Elm Street intersection | West Oakton Street |
| North Verde Drive | West Palatine Road | West Alec Street |
| North Yale Avenue | West Northwest Highway | West Thomas Street |
| South Gibbons Avenue | East Northwest Highway | East Grove Street |
| South Forrest Avenue | East Northwest Highway | East Kensington Road |
| West Lexington Drive | West Roanoke Drive | North Verde Drive |
| West Oakton Street | North Wilke Road | North Dunton Avenue |

SECTION TWO: It shall be unlawful for any person to drive any vehicle upon such streets at a speed which is greater than the speed designated above. The fact that the speed of the vehicle does not exceed the applicable maximum speed limit does not relieve the driver from the duty to decrease speed when approaching and crossing an intersection or when a special hazard exists with respect to pedestrians or other traffic and by reason of weather or street conditions and speed shall be decreased as may be necessary to avoid colliding with any person or vehicle or on entering the street in compliance with legal requirements and the duty of all persons to use due care.

SECTION THREE: The Village Manager is hereby directed to post appropriate signs upon the designated streets for the purpose of notifying drivers of all vehicles as to the applicable maximum speed limit.

SECTION FOUR.: Any person, firm or corporation violating any of the terms of this Ordinance shall be fined not more than $750. 00 for each such offense.

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of June, 2023

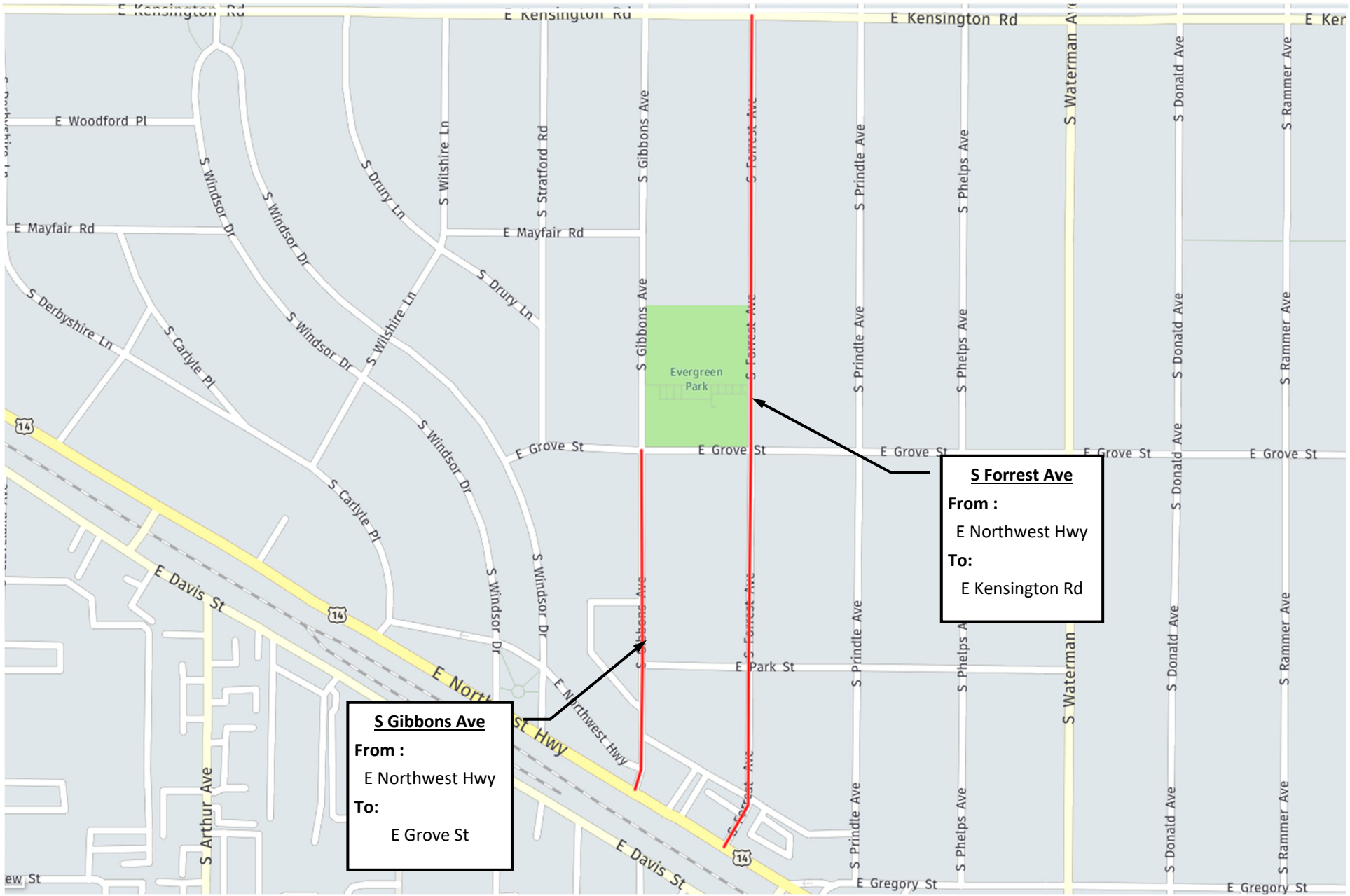
Village President

ATTEST:

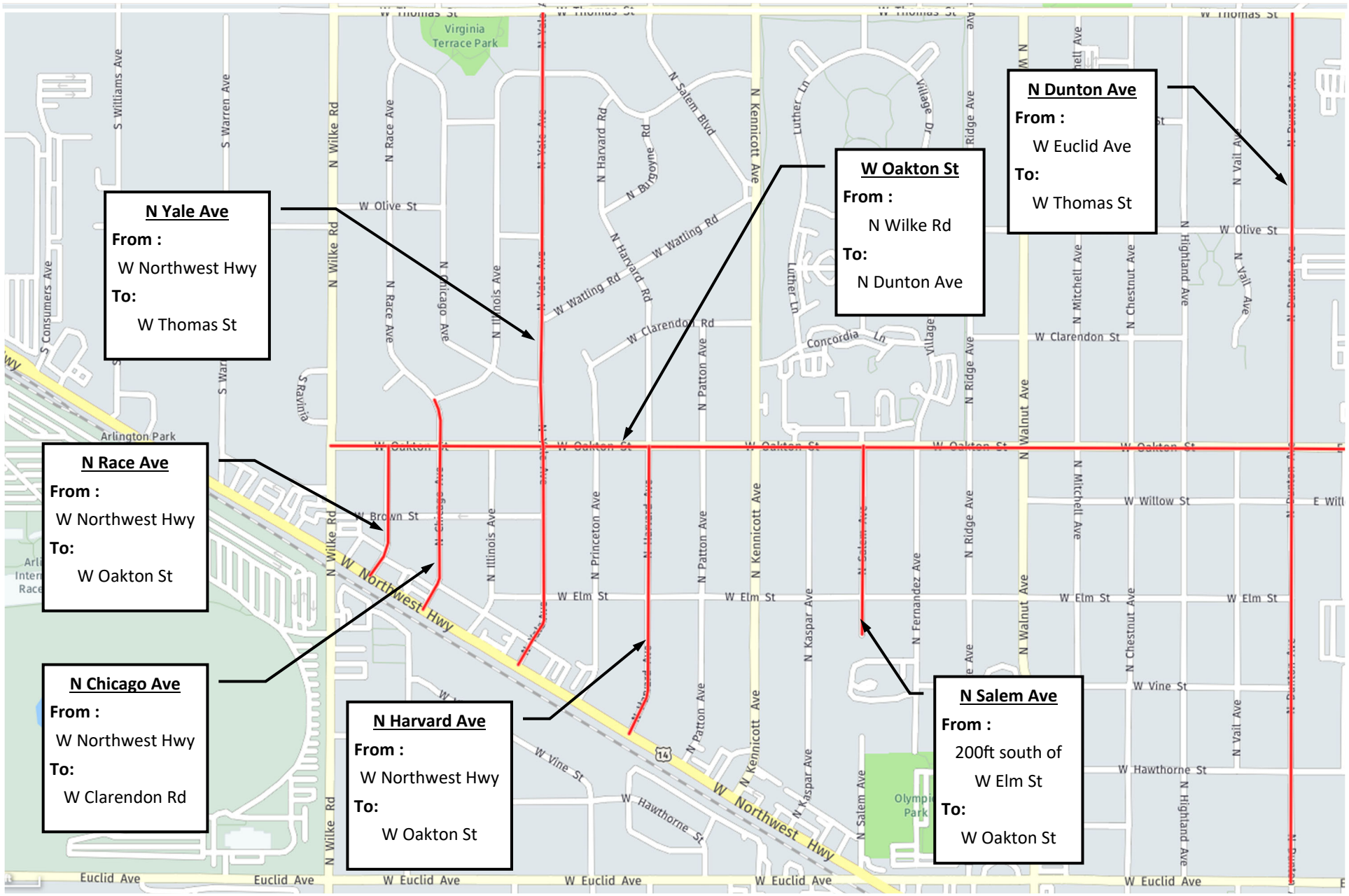
Village Clerk

TRAFFICREGS: Various Streets - 25 mph speed limit

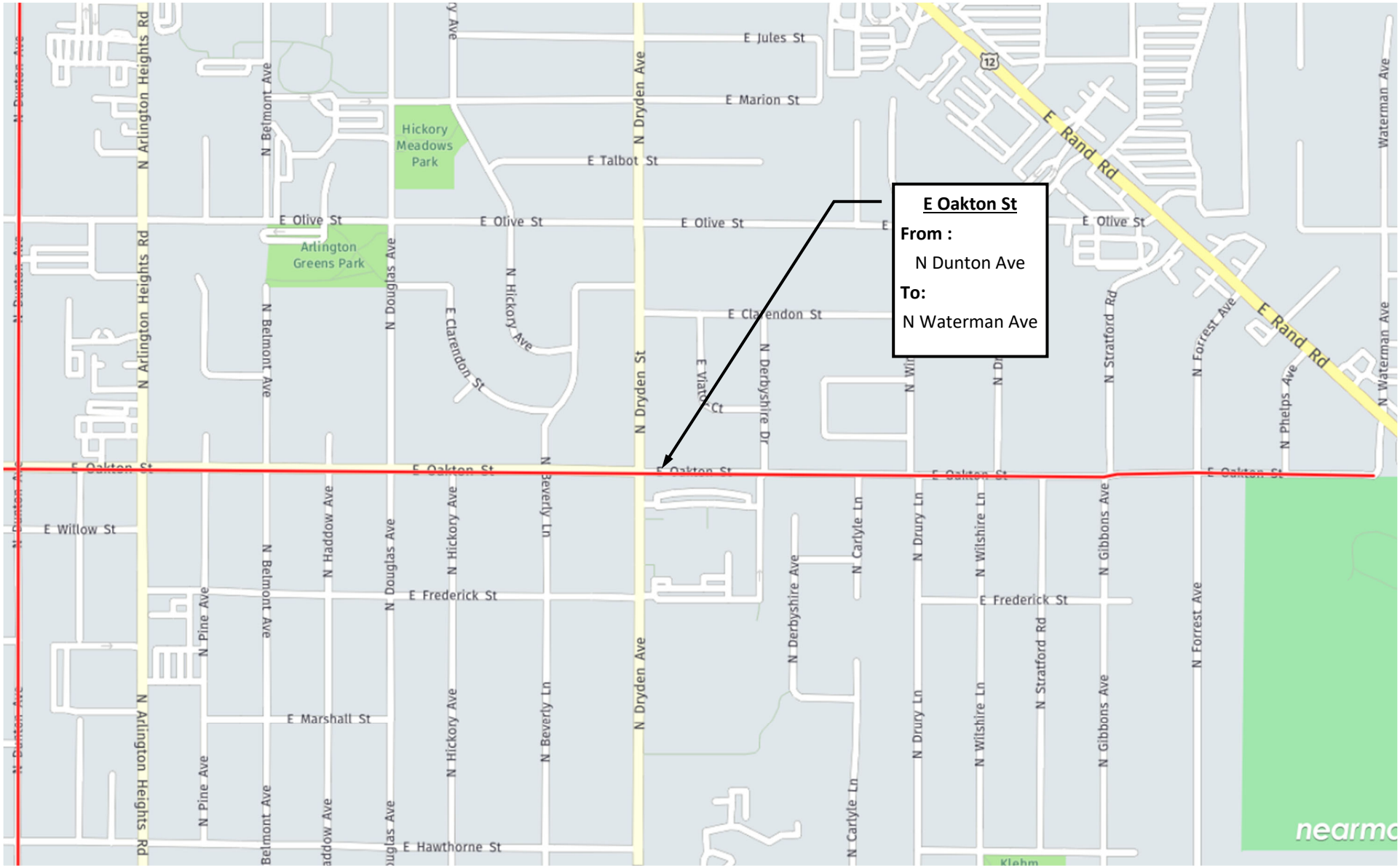
# 25MPH Speed Limit - Various Streets - Ordinance Map 1 of 5



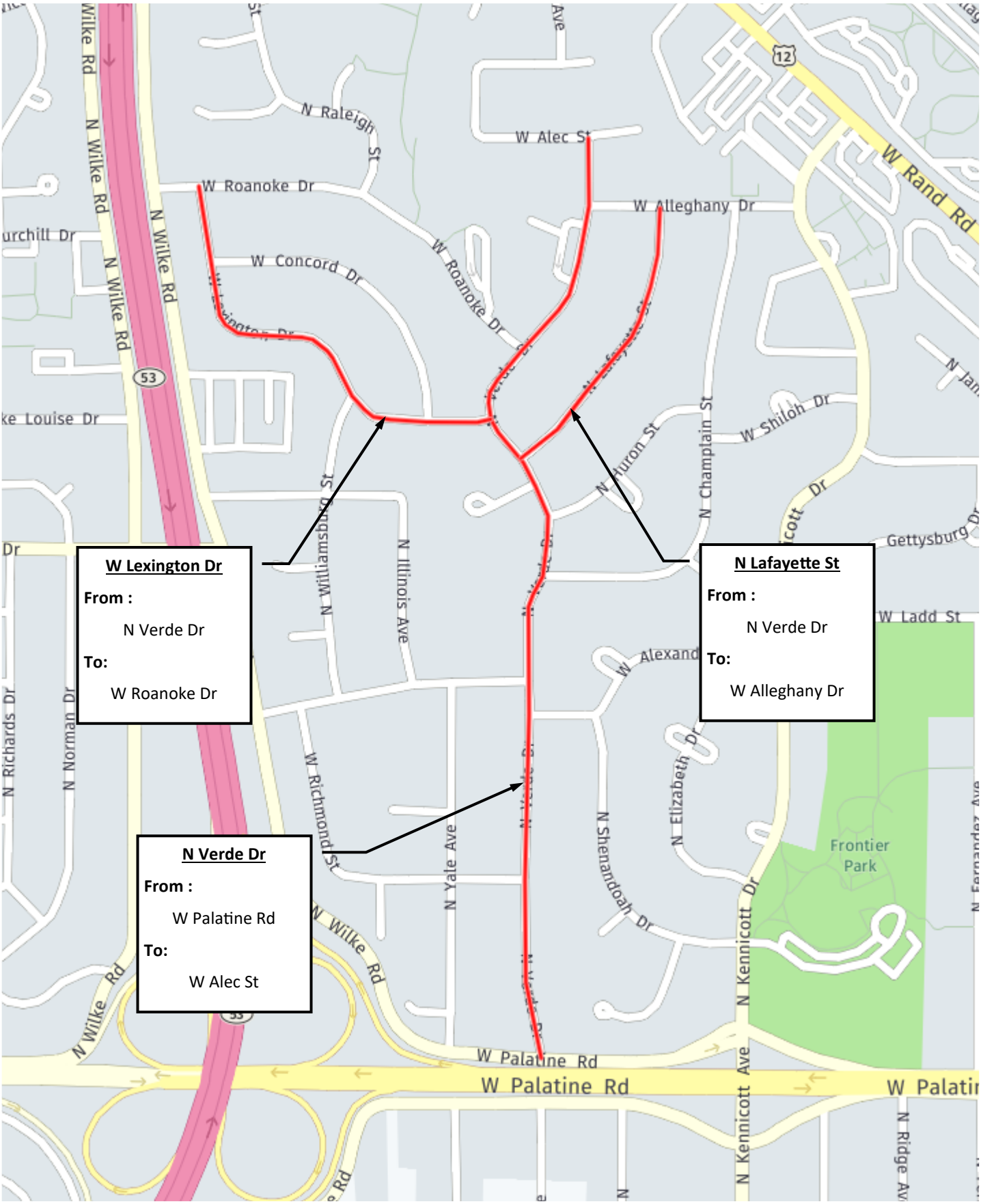
# 25MPH Speed Limit - Various Streets - Ordinance Map 2 of 5



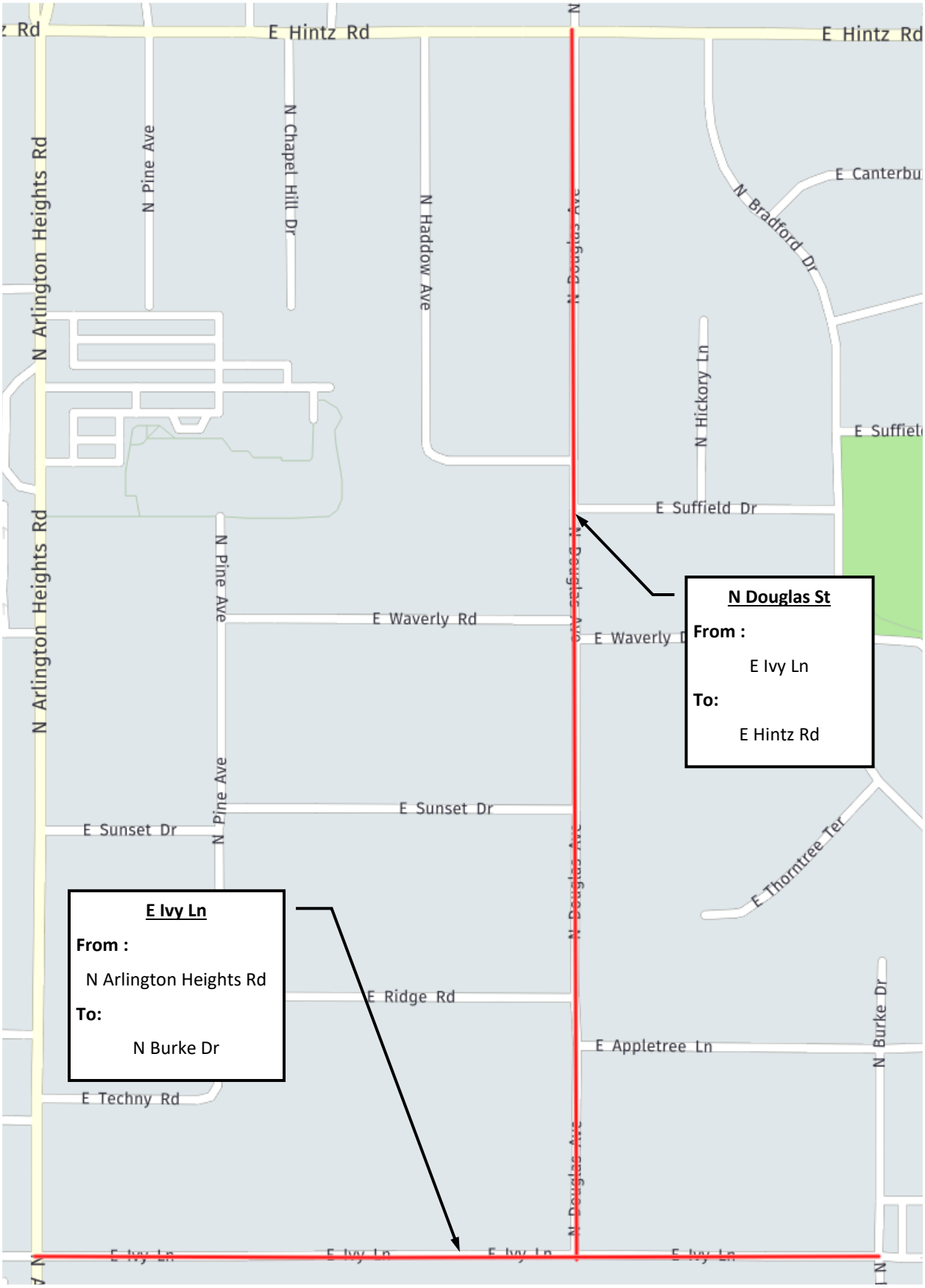
# 25MPH Speed Limit - Various Streets - Ordinance Map 3 of 5



# 25MPH Speed Limit - Various Streets - Ordinance Map 4 of 5



# 25MPH Speed Limit - Various Streets - Ordinance Map 5 of 5



**Village Board**
**6/5/2023**

**Item:** Sanitary Sewer Easement Indemnification / HTG ComEd Easement; Crescent Place 310 W Rand Road

**Department**: Public Works

On March 7, 2022, the Village Board approved the Crescent Place Subdivision located at 310 W Rand Road for a 40-unit affordable housing community development by HTG. The sanitary sewer in the vicinity of the development is located in an easement south of the property, and the proposed sanitary sewer service for the development must first cross the existing ComEd easement in order to connect to the sanitary sewer. ComEd would not enter into an easement agreement with a private owner to allow the sanitary sewer service connection; however, ComEd will grant an easement to the Village to allow for the service. The Village Attorney coordinated with the developer to draft language that transfers maintenance responsibility of the sewer service from the Village to HTG and with ComEd for the required public easement between the Village and ComEd. ComEd has required that a fee of $5,000 be paid for the easement, HTG will be paying the fee directly to ComEd.

## RECOMMENDATION

It is recommended that the Village Board approve the resolution approving the maintenance agreement with HTG, and the ComEd Easement Agreement to allow for the sanitary sewer connection for the Crescent Place housing development.

## ATTACHMENTS:

| Description | Type |
|---|---|
| Sanitary Sewer Easement Indemnification HTG | Agreement |
| ComEd Easement Agreement | Agreement |
| RESOLUTION APPROVING EASEMENT AGREEEMNT AND INDEMNIFICATION AGREEMENT FOR THE INSTALLATION OF A SANITARY SEWER | Resolution |

# INDEMNIFICATION AGREEMENT

**THIS INDEMNIFICATION AGREEMENT** (the "**Agreement**") is made as of _____, 2023, by and between HTG Arlington, LP, an Illinois limited partnership ("**HTG**"), and the Village of Arlington Heights, an Illinois municipal corporation (the "**Village**").

## RECITALS

A. HTG is the developer of a residential development located at 310 West Rand Road, Arlington Heights, Illinois (the "**Property**").

B. The Village has entered into a Sewer Easement Agreement (the "**Sewer Easement Agreement**") with Commonwealth Edison Company dated _____, and recorded in the Office of the Cook County Clerk on _____, as Document Number _____, in which Commonwealth Edison Company granted the Village the right to install a six-inch sanitary sewer drainage pipe on certain property owned by Commonwealth Edison and described in the Sewer Easement (the "**Easement Premises**").

C. HTG intends to install a sewer drainage pipe within the Easement Premises to serve the Property (the "**Sewer Facility**").

D. HTG and the Village desire to set forth certain agreements with respect to the Sewer Facility in accordance with this Agreement.

## AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, HTG and the Village agree as follows:

1. Recitals and Definitions. The Recitals and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated by this reference with the same force and effect as if set forth herein as the agreements of the parties.

2. Installation of the Sewer Facility. HTG may install the Sewer Facility within the Easement Premises subject to compliance with all requirements of the Sewer Easement Agreement and the Village's law, rules and regulations. HTG will be responsible, at its sole cost and expense, for the installation, repair and maintenance of the Sewer Facility. HTG is also responsible, at its sole cost and expense, for the repair or remediation of any damage caused to the Easement Premises by installation, repair, or maintenance of the Sewer Facility.

3. Indemnity. HTG agrees to agrees to defend, indemnify and hold the Village, its agents, servants, officials, attorneys, and employees harmless from any loss, costs, damages, attorneys' fees, and expenses of every kind and nature which the Village may suffer, expend or incur under, or by reason of, or in consequence of (a) the installation, repair, or maintenance of the Sewer Facility, (b) all costs due and payable by the Village under the Sewer Easement Agreement, and (c) all repair or maintenance obligations of the Village under the Sewer Easement Agreement with respect to the Sewer Facility. Furthermore, in

case any action or proceeding be brought against the Village by reason of any of the foregoing, HTG agrees to defend such action or proceeding at HTG's sole expense by counsel reasonably satisfactory to the Village.

4. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

5. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, HTG and the Village have executed this Agreement as of the day and year first written above.

HTG:

**HTG ARLINGTON, LP**,
**an Illinois Limited Partnership**

By: Arlington GP, LLC,
an Illinois limited liability company,
its general partner

By: HTG Arlington, LLC,
an Illinois limited liability company,
its manager

By:_____
Name:_____
Title:_____

THE VILLAGE:

**Village of Arlington Heights,**
**an Illinois municipal corporation**

By:_____
Name:_____
Title:_____

This Document was Prepared by:
When Recorded, Return to:
John Mishevski
Three Lincoln Centre
4th Floor
Oakbrook Terrace IL 60181

**SEWER EASEMENT AGREEMENT**

THIS Sewer Easement Agreement ("Easement") is made as of this ___ day of _____, 2022, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Grantor"), with a mailing address of Three Lincoln Centre, 4th FL, Oakbrook Terrace Illinois 60181, and VILLAGE OF ARLINGTON HEIGHTS, 33 S Arlington Heights Rd, Arlington Hts, IL 60005 ("Grantee").

RECITALS:

A. Grantor is the owner of a parcel of land in Arlington Heights , County of Cook and State of Illinois, commonly known as Prospect Heights Palatine right of way, described in Exhibit A attached hereto and made a part hereof ("Grantor's Property").

B. Grantor utilizes Grantor's Property for Grantor's own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor's equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor's Property (collectively, "Grantor's Operations").

C. Grantee desires to install a six-inch (6") sanitary sewer drainage pipe along a center line across Grantor's Property in the location shown on the diagram attached hereto as Exhibit B (for the purposes of this Easement, the "Easement Premises" shall be a strip of land twenty-six feet and twenty-four (26.24") inches by fifteen feet (15') feet shown on the diagram attached hereto as Exhibit B).

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction, maintenance and use of a six-inch (6") sanitary sewer drainage pipe in substantial conformity with the engineering plan sheets C4-0 prepared by GROUNDWORK LTD, 351 West Dundee Rd, Suite A, Buffalo Grove IL 60089, dated 10/15/2021and known as CRESTENT PLACE, 310 West Rand Rd, Arlington Heights IL 60004 attached hereto as Exhibit C and made a part hereof (hereinafter referred to as the "Facilities").

2. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal,

state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor's Property if required, within the lesser of (i) thirty (30) days from Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the

Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's

at 1-800-334-7661, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising our of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit B.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased

(vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades. [OPTIONAL: Grantee shall install, maintain and operate such Barricades in strict compliance with any and all rules, regulations and guidelines regarding barricades which Grantor may deliver to Grantee from time to time prior to or during the Term. [

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Easement Premises and/or the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable

to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

[TO BE USED IF GRANTEE IS A MUNICIPALITY OR OTHER TAX EXEMPT ENTITY:

Grantee hereby covenants and agrees that Grantee shall, no later than the "Tax Exemption Date" (as hereinafter defined), at Grantee's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.]

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits

(including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars ($1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (04 13)) covering all contractors, subcontractors and all their subcontractors with limits not less than Five Million dollars ($5,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars ($1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contactors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars ($5,000,000) per occurrence for general liability and one million dollars ($1,000,000) for automobile liability, and that all other

requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.
Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of $5,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Easement Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of us of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least two million dollars ($2,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph and shall be delivered to Grantor upon written request. Insurance coverage as required herein shall be kept in force until all work has been completed. Grantee will provide proof the coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Exelon.

Grantee shall provide evidence of the required insurance coverage under Coverage #2 and #3, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #2 and #3 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain.

Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

(1) Be primary and non-contributory to any other insurance carried by Grantor

(2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and

(3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and

(4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of polices as may be required from Grantee and/or its contractors.

WAIVER OF SUBROGATION

Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic

Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grant shall fail to complete construction of the Facilities on or before ___ months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company
Law Department
P.O. Box 805379
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Grantee:

VILLAGE OF ARLINGTON HEIGHTS
33 S Arlington Heights Rd
Arlington Hts, IL 60005

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission's or other governmental authority's approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authority's approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee's authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor's Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor's Property by Grantor or other lessees or occupants of Grantor's Property. In the event of such interference or conflict, upon Grantor's request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor's Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

**COMMONWEALTH EDISON COMPANY**

By: _____
Shemeka Wesby
Director of Real Estate and Facilities

VILLAGE OF ARLINGTON HEIGHTS

By: _____

Name: _____

Title: _____

**SCHEDULE OF EXHIBITS**

A Legal description of Grantor's Property

B Easement Premises

C Plans

D Additional Requirements

STATE OF Illinois )
) SS
COUNTY OF DuPage )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Shemeka Wesby, personally known to me to be the Director of Real Estate and Facilitiesof COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Director, she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

_____
Notary Public

Commission expires:_____

STATE OF _____ )
) SS
COUNTY OF _____ )

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____of _____, a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20___.

_____
Notary Public

Commission expires:_____

**EXHIBIT A TO EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

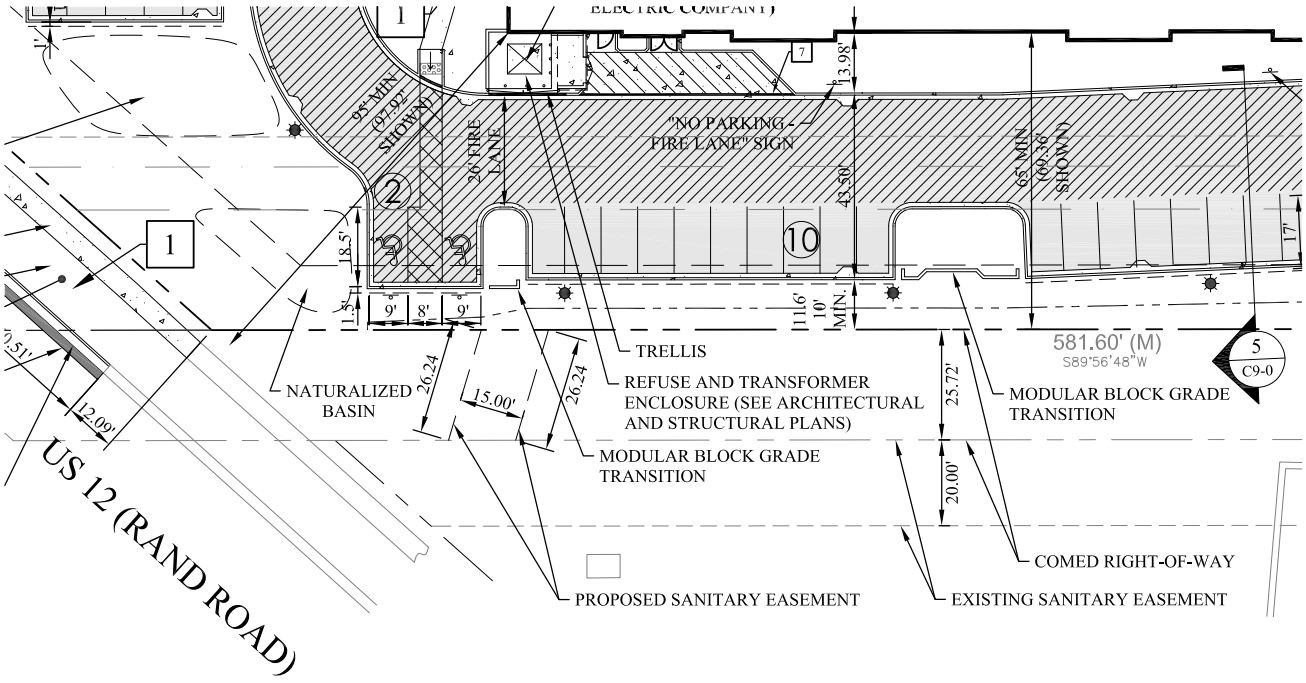
THAT PART OF THE NORTHEST QUARTER, OF THE NORTHWEST QUARTER (LYING NORTH OF THE CENTERLINE OF RAND ROAD) AND THAT PART OF THE NORTHWEST QUEARTER OF THE NORTHEAST QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP FORTHY TWO (42) NORTH , RANGE ELEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PIN NO. 03-18-402-002

**EXHIBIT B TO EASEMENT AGREEMENT**

**EASEMENT PREMISES**

See attached.




GROUNDWORK
ARCHITECTS
PLANNERS
ENGINEERS
GROUNDWORK, LTD.
351 WEST DUNDEE ROAD, SUITE A
BUFFALO GROVE, ILLINOIS 60089
847.541.4151

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CRESCENT PLACE
310 W. RAND ROAD
ARLINGTON HEIGHTS, IL
GW#DD57 10/06/22

SANITARY EASEMENT IN COMED RIGHT-OF-WAY
EXHIBIT B

# UTILITY CROSSING SCHEDULE

| Crossing | B/P Storm | T/P Sanitary | T/P Gas | B/P Gas | Clearance |
|---|---|---|---|---|---|
| A | 696.49 | 694.57 | | | 1.92' |
| B | | 693.92 | | 696.32 | 2.40' |
| C | 697.64 | | 695.98 | | 1.66' |
| D | 696.89 | | 694.71 | | 2.18' |
| E | 696.91 | | 693.31 | | 3.60' |
| F | 696.77 | | 691.73 | | 5.04' |
| G | 696.12 | | 690.79 | | 5.29' |
| H | | 693.82 | | 698.11 | 4.29' |
| J | 697.67 | | 697.31 | | 0.36' |
| K | 696.93 | | 696.14 | | 0.79' |
| L | 696.94 | | 694.85 | | 2.09' |
| M | 696.80 | | 693.40 | | 3.40' |
| N | 696.09 | | 691.99 | | 4.10' |

ELEVATIONS ARE CALCULATED, CONTRACTOR SHALL VERIFY ELEVATIONS IN FIELD.

## SANITARY SEWER SYSTEM NOTES

1. The proposed sanitary service connection to the existing sanitary sewer main is partially off-site. Restore off-site area disturbed by sanitary sewer construction immediately after completion of backfill.

2. Laundry rooms on all floors shall be provided with lint traps to remove fibers from wastewater.

## STORM SEWER SYSTEM NOTES

1. All inlets (INL) shall be 2' diameter.

2. All manholes (MH) and catchbasins (CB) shall be 4' diameter, unless noted otherwise.

3. CB-2, MH-3, MH-4, MH-5, MH-6, and MH-7 shall be 7' diameter.

4. MH-15, MH-16, and MH-17 shall be 5' diameter.

## WATERMAIN SCHEDULE

11 Pressure Connection

12 64' of 6" D.I.P.

13 6" 90° Bend

14 31' of 6" D.I.P

15 8"x8"x6" Cut-in Tee

16 Fire Hydrant Assembly

## VILLAGE OF ARLINGTON HEIGHTS REQUIREMENTS

### NEW WATER

Minimum size for new water service is 1 1/2".

All water service piping shall meet State of Illinois Plumbing Code requirements.

Water service shall have a minimum ground cover of 5 foot 6 inches (5' 6")".

Water meter size shall be determined by the Plumbing Inspector and the Director of Public Works based upon water service fixture units as indicated in the Illinois State Plumbing Code.

Water service shall be installed with an IPS flared ball valve, and threaded connection before and after water meter. Installation of a ball valve will be required after water meter. Install drip valve between water meter and 2nd ball valve. All underground water service piping shall be back-filled with a minimum of 12" of sand.

Water service passing through or under more than one foundation wall shall be protected by a sleeve of a minimum size of 2 sizes larger than water service size.

A temporary meter spread shall be installed at connection of the Village of Arlington Heights water service to water distribution system.

Water taps will be scheduled with the Public Works Department directly at (847) 368 -5800. Water tap inspections shall also be scheduled for Plumbing and Engineering by calling the Building & Life Safety Department at (847) 368-5560.

The water meter shall be installed within seven days after installation of water service. Contact the Public Works Department at (847) 368-5800 to schedule water meter installation.

### NEW SEWER

Sewer service passing through or under foundation wall shall meet the requirements of the Illinois State Plumbing Code 2014 Section 890.1150A (2).

The building drain shall extend a minimum of 5foot (5') outside of foundation wall.

The building sewer shall be SDR-26 with SDR-26 fitting. Section 890.1150A (1).

All sewer services passing over water service/water main shall meet or exceed the Illinois State Plumbing Code requirements. Section 890.1150B (1, 2, 3).

All connections between dissimilar piping shall be made with non-shear couplings.
All sewer clean outs shall be at grade elevation.

Coring machine shall be used for new sewer connection to main sewer.

If sewer repair is within 10 feet of water service line, PVC Schedule 40 pipe and solvent joints are required. Section 890.1150A (2)

## WATER MAIN AND SANITARY SEWER STANDARD SPECIFICATIONS

1. Construction of water main and sanitary sewer shall conform to the "Standard Specifications for Water and Sewer Main Construction in Illinois", current edition.

2. See Sheet C8-2 for Metropolitan Water Reclamation District sanitary sewer standard notes and specifications.

## SANITARY SEWER LEAKAGE AND DEFLECTION TESTING NOTES

1. All sanitary sewers, including manholes, shall be tested for leakage and deflection, and shall meet or exceed test requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois", current edition.

2. The maximum allowable rate of infiltration or exfiltration shall not exceed one hundred (100) gallons per twenty-four (24) hours per mile per inch diameter of the sewer pipe, for any section of the system.

3. Sewer (pipe) shall be tested in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois".

4. Manholes shall be negative air pressure (vacuum) tested in accordance with ASTM C1244.

## UTILITY NOTES

1. Minimum cover for all water mains, including services, shall be 5'-6" from finished grade.

2. Fire hydrants shall be located a minimum of three (3) feet from the back of curb, unless otherwise indicated and noted on plans.

3. Each flared end section shall include the furnishing and placement of a minimum of four (4) square yards of riprap, unless otherwise indicated on the plans. Place riprap within 24 hours of installing flared end sections (or tributary pipe), as an erosion control measure. Reset riprap during final site stabilization and/or as required to meet the design intent shown on the landscape drawings.

4. Contractor shall confirm and coordinate size and location of all sleeves, with responsible disciplines, and adjust sleeve lengths and locations as necessary. Coordinate with electrical engineer for electric power sleeves. Coordinate with landscape architect for irrigation sleeves. Coordinate with utility companies (gas, electric, telecommunications).

5. Sleeves shall be Schedule 80 PVC. Cap each end and provide pull strings. Sleeve burial depth shall be 30 inches minimum. Coordinate with electrical engineering for code encasement requirements.

6. Provide solid lids for all storm manholes and control structures. Provide grates for all inlets and catchbasins.

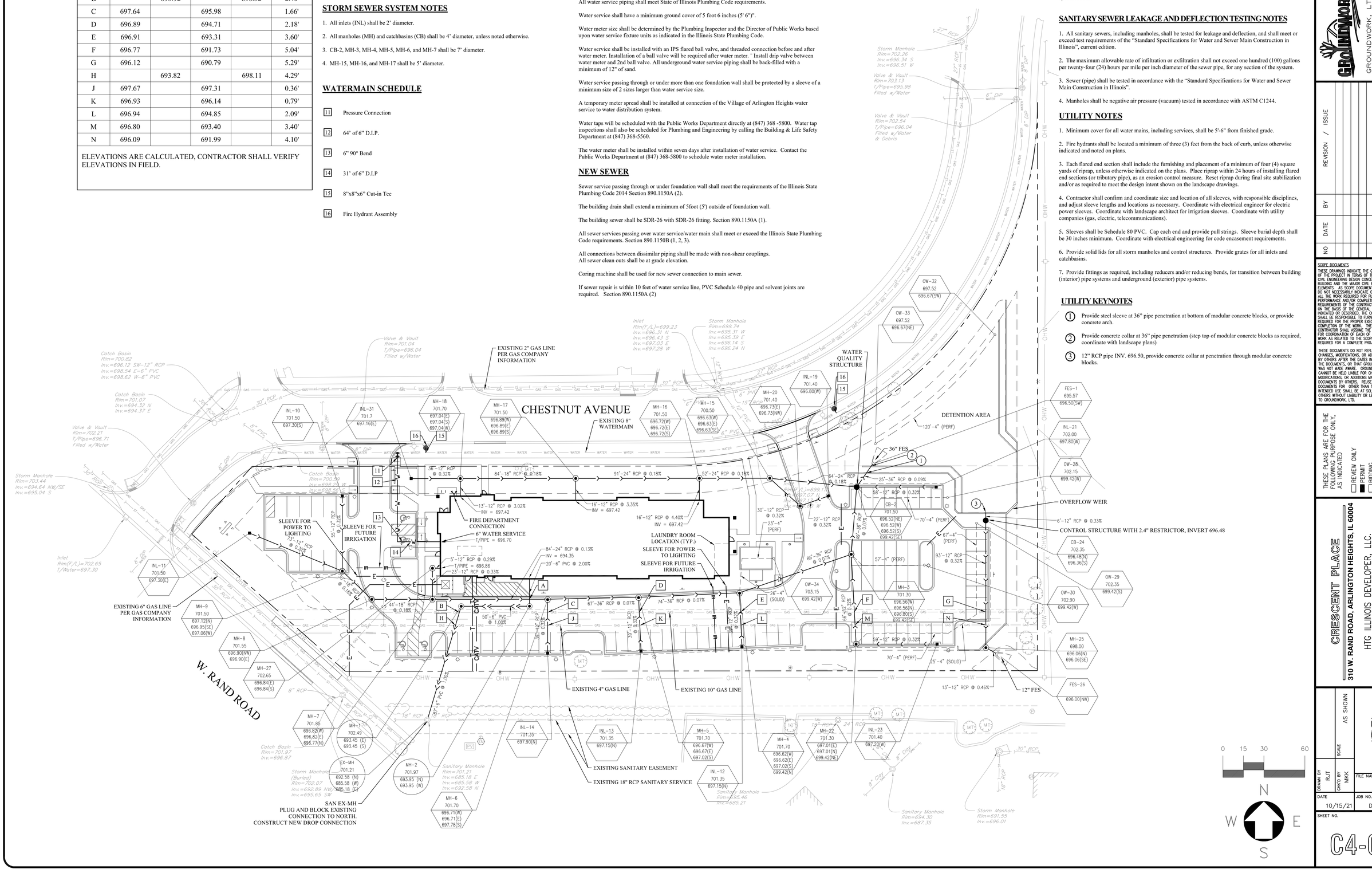
7. Provide fittings as required, including reducers and/or reducing bends, for transition between building (interior) pipe systems and underground (exterior) pipe systems.

## UTILITY KEYNOTES

1. Provide steel sleeve at 36" pipe penetration at bottom of modular concrete blocks, or provide concrete arch.

2. Provide concrete collar at 36" pipe penetration (step top of modular concrete blocks as required, coordinate with landscape plans)

3. 12" RCP pipe INV. 696.50, provide concrete collar at penetration through modular concrete blocks.

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N W E S


ARCHITECTS
PLANNERS
ENGINEERS

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team@groundworkltd.com


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| NO | DATE | BY | REVISION / ISSUE |
|---|---|---|---|

SCOPE DOCUMENTS

THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF THE CIVIL ENGINEERING DESIGN CONCEPT OF THE BUILDING AND THE MAJOR CIVIL ENGINEERING ELEMENTS. AS SCOPE DOCUMENTS THESE DWGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL THE WORK REQUIRED FOR FULL PERFORMANCE AND/OR COMPLETION OF ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED, THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. THE GENERAL CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR COORDINATION OF EACH OF THE TRADES WORK AS RELATED TO THE SCOPE OF WORK REQUIRED FOR A COMPLETE PROJECT.

THESE DOCUMENTS DO NOT REFLECT ANY CHANGES, MODIFICATIONS, OR ADDITIONS MADE BY OTHERS AFTER THE DATES INDICATED ON THE DOCUMENTS, OR THAT GROUNDWORK, LTD., WAS NOT MADE AWARE. GROUNDWORK, LTD., CANNOT BE HELD LIABLE FOR CHANGES, MODIFICATIONS, OR ADDITIONS MADE TO THESE DOCUMENTS BY OTHERS. REUSE OF THESE DOCUMENTS FOR OTHER THAN THEIR ORIGINAL INTENDED USE SHALL BE AT SOLE RISK OF OTHERS WITHOUT LIABILITY OR LEGAL EXPOSURE TO GROUNDWORK, LTD.

THESE PLANS ARE FOR THE FOLLOWING PURPOSE ONLY, AS INDICATED

- ☐ REVIEW ONLY
- ■ PERMIT
- ☐ BIDDING
- ☐ CONSTRUCTION
- ☐ _____

**CRESCENT PLACE**

**310 W. RAND ROAD, ARLINGTON HEIGHTS, IL 60004**

HTG ILLINOIS DEVELOPER, LLC.
3225 AVIATION AVENUE, 6TH FLOOR
COCONUT GROVE, FL 33133

SCALE: AS SHOWN

UTILITY PLAN

DRAWN BY: RJT
CK'D BY: MKK

FILE NAME

DATE: 10/15/21

JOB NO.: DD57

SHEET NO.

C4-0

## EXHIBIT D TO EASEMENT AGREEMENT

## ADDITONAL REQUIREMENTS

**Note: The Bold items must be submitted to Grantor ESD for review and approval as indicated.**

**Grantee is responsible for all costs** associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, etc.).

**Easement Requirements**

1. The property may be used for the stated purpose only of the installation of a 6-inch diameter PVC sanitary sewer as submitted.
2. No hazardous materials, including petroleum products, may be stored, used, or transferred on Grantor property.
3. In the event of a leak/spill on Grantor property, Grantee must notify Grantor within 24 hours and provide a written report within 5 business days.
4. The Grantee will be held responsible for future maintenance of the sanitary sewer. Grantor anticipates that any leaks, spills, overflow, or similar will be addressed by the Grantee at their expense, including any adverse impacts to the surrounding Grantor ROW.
5. **Grantee shall provide a Google Earth KMZ file of the newly installed sanitary sewer located on Grantor owned property.**

**Construction Project Requirements**

6. All construction equipment must be free of leaks and any leaks of oils or chemicals that occur must be cleaned up and reported to the appropriate agencies as needed.
7. All applicable regulations must be followed including implementation of the provided Storm Water Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control (SESC) Plan to minimize sediment pollution in storm water runoff as well as any other required practices. If the plan changes, a revision must be sent to ESD.
8. Equipment and construction material staging is not permitted on Grantor property.
9. Concrete washout activities are not permitted on Grantor property.

**Environmental Regulations and Permits**

10. All applicable environmental permits must be obtained, including those for wetlands and NPDES stormwater permits, as required under the Clean Water Act as well as any other applicable environmental permits. These permits have been provided to ComEd.
11. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.

12. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.

**Condition of Property**

13. **Grantee must provide documentation of current property conditions before improvements are started (e.g. Phase I, topographic maps, surveys, photographs).**
14. Any damage to ComEd's property caused by the Grantee will be repaired at the Grantee's expense.
15. Grantee must provide full restoration of the site to the original condition when the project is complete including seeding as necessary.
16. **Grantee must provide documentation (including photographs) that the property is returned to its original condition after completion of the project and restoration.**

**Excavation, Spoils and Materials**

17. **If the project requires removal of soil or waste from Grantor property, this must be removed by a Grantor ECOC and taken to a Grantor approved landfill. Clean construction or demolition debris (CCDD) disposal is not permitted.**
18. **Grading of excess soil is not permitted on Grantor property.**
19. Hydrovac spoils are not permitted to be reused on Grantor property and must be disposed in accordance with requirement 17 above.
20. If the project requires additional soil and gravel, only certified "clean" fill shall be used. The source of the clean fill must be approved by Grantor ESD. For approval, the following conditions must be met.
    1. A certificate of virgin material must be obtained from the source of any aggregate material.
    2. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A,
       Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency's (IEPA's) Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).
21. Stratification of soil horizons is required for all excavation and backfilling activities.
22. All soil and dewatering activities must be managed in accordance with the Illinois Urban Manual guidelines.
23. No construction debris or spoils may be stored on Grantor property post-construction.
24. **Environmental sampling is not permitted on Grantor property without approval and guidance from Grantor ESD. Any environmental sampling must be conducted by a Grantor Environmental Contractor of Choose.**

**Should Grantor request additional information in the future, Grantee must be prepared to provide the following materials to Grantor (please reference SR 5244529 in any communications with Grantor):**

25. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g. wetlands delineations and permits, SWPPP, SESC, endangered species impacts).
26. A copy of any environmental reports required by the permits.
27. Copies of certificates of clean fill.

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EASEMENT AGREEMENT AND INDEMNIFICATION AGREEMENT FOR THE INSTALLATION OF A SANITARY SEWER

WHEREAS, HTG Arlington, LP (*"HTG"*) is the record title owner of that certain parcel of real property consisting of approximately ____ square feet, and commonly known as 310 West Rand Road, Arlington Heights, Illinois ("*Property*"); and

WHEREAS, HTG desires to construct a residential development on the Property; and

WHEREAS, in order to support the proposed development of the Property, HTG desires to install, operate, and maintain a six-inch sanitary sewer drainage pipe (*"Drainage Pipe"*) to be located in part within a right-of-way that is under the jurisdiction of the Commonwealth Edison Company (*"ComEd"*) and adjacent to the Property (*"ComEd Right-of-Way"*); and

WHEREAS, in order to permit the installation, operation, and maintenance of the Drainage Pipe within the ComEd Right-of-Way, ComEd requires that the Village enter into an easement agreement with ComEd (*"Easement Agreement"*); and

WHEREAS, HTG has agreed to enter into an indemnification agreement with the Village to protect the Village from any damages or liabilities incurred in connection with the installation, operation, and maintenance of the Drainage Pipe within the ComEd Right-of-Way (*"Indemnification Agreement"*); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to approve the Easement Agreement and the Indemnification Agreement, subject to the terms and conditions set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF EASEMENT AGREEMENT. The President and Board of Trustees hereby approves the Easement Agreement, in substantially the form attached to this Resolution as Exhibit A.

SECTION 3. APPROVAL OF INDEMNIFICATION AGREEMENT. The President and Board of Trustees hereby approves the Indemnification Agreement, in substantially the form attached to this Resolution as Exhibit B.

SECTION 4. EXECUTION OF AGREEMENTS. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Easement Agreement and Indemnification Agreement upon receipt by the Village Clerk of at least one original copy of the Indemnification Agreement executed by HTG; provided, however, that if the executed copy of the Indemnification Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2023

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

EASEMENT AGREEMENT

EXHIBIT B

INDEMNIFICATION AGREEMENT

**Village Board**
**6/5/2023**

**Item:** No Parking - East Miner Street Ordinance

**Department**: Public Works

## BACKGROUND

The Engineering Department was recently notified by several residents about concerns they have with parking on East Miner Street near North Windsor Drive. Residents were concerned that the parked cars are causing visibility issues making it difficult to pull in and out of their driveways.

Staff investigated the concerns and evaluated the potential negative impacts that might be caused by a parking restriction, and reviewed the conditions in accordance with the typical traffic standards, existing conditions and historical practice. As a result, staff determined that a parking restriction is warranted.

Therefore, to help resolve that issue staff is proposing to implement a "No Parking" restriction on the section of East Miner Street identified on the attachment.

## RECOMMENDATION

It is recommended that the attached ordinance designating No Parking restriction on the specified section of East Miner Street, as defined on the attached map, be approved.

## ATTACHMENTS:

| Description | Type |
|---|---|
| No Parking - East Miner Street Ordinance | Ordinance |

# AN ORDINANCE PROHIBITING PARKING

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

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

**NORTH SIDE OF EAST MINER STREET FROM THE WEST CURB OF NORTH WINDSOR DRIVE FOR 150 FEET IN WEST DIRECTION**

Said portion of the street is depicted on the attached map as Exhibit A, attached hereto and made a part hereof.

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

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

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of June, 2023

_____
Village President

ATTEST:

_____
Village Clerk

# Parking restrictions — E Miner St—Ordinance Map

**Village Board**
**6/5/2023**

**Item:** Intersection Control Improvements-W. Olive Street Corridor Ordinance

**Department**: Public Works

## BACKGROUND

Following an accident that occurred on May 4, 2023 at the intersection of N Mitchell Avenue & W Olive Street, the Engineering Division, received a number of requests for an Engineering study and an All Way Stop Sign for the above-mentioned uncontrolled intersection. Although this specific intersection did not meet the criteria for all way traffic control, the entire W Olive Street corridor from N Arlington Heights Road to N Ridge Avenue, was analyzed for alternative solutions based on Engineering judgment.

After close consideration a new arrangement was developed. It includes:

- Implementing Two Way Stop Signs at the intersections of
  - N Chestnut Ave stopping for W Olive St
  - W Olive St stopping for N Mitchell Ave
- Implementing a Stop Sign at the T intersection of
  - W Olive St stopping for N Ridge Ave
- Replacing current Yield signs with Two Way Stop Signs at the intersection of
  - N Vail Ave & W Olive St

The proposed solution would create a predictable and intuitive "basket-weave pattern" for this corridor between N Ridge Avenue & N Arlington Heights Road, and each driver driving in the east/west direction will have stops every two blocks. The Engineering Division has successfully implemented these stop sign changes in similar neighborhoods such as Rec Park, along Magnolia West of Arlington Heights Road and along Grove Street west of Prospect High School and observed the desired results.

This proposal does not change the existing traffic pattern but merely improves the current situation by adding additional stop control.

## RECOMMENDATION

It is recommended that the Village Board approve an Ordinance designating Stop Signs at the above intersections.

## ATTACHMENTS:

| Description | Type |
| --- | --- |
| Ordinance - Stop Signs-W Olive Street Corridor | Ordinance |

**AN ORDINANCE DESIGNATING**
**TWO WAY STOP STREETS**

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

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

**WEST OLIVE STREET TO STOP FOR NORTH RIDGE AVENUE**
**WEST OLIVE STREET TO STOP FOR NORTH MITCHELL AVENUE**
**NORTH CHESTNUT AVENUE TO STOP FOR WEST OLIVE STREET**
**NORTH VAIL AVENUE TO STOP FOR WEST OLIVE STREET**

Said intersections are depicted on the attached map as Exhibit A, attached hereto and made a part hereof.

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

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

SECTION FOUR: No person, firm or corporation violating any of the terms of this Ordinance shall be fined not more than $750.00 for each such offense.

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

AYES:

NAYS:

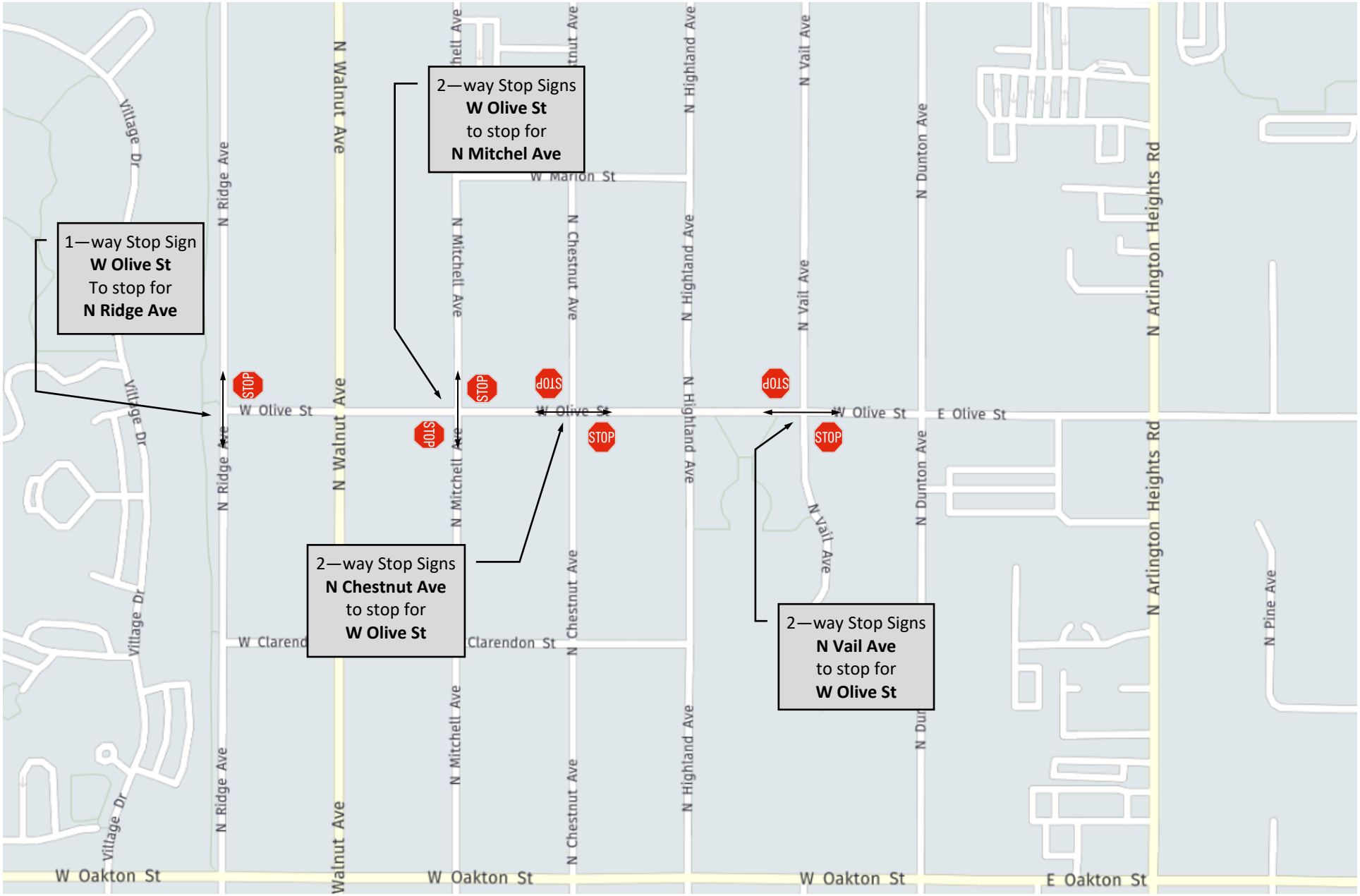
PASSED AND APPROVED this 5th day of June, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

# Exhibit A—W Olive St Corridor—Ordinance Map



**Village Board**
**6/5/2023**

**Item:** Ordinance - Betty Haag Academy of Music - 3255 N. Arlington Heights Rd.

**Department**: Planning & Community Development

At the May 15, 2023 Village Board meeting, a request to grant a Land Use Variation to allow "Music Conservatories or Instruction" in the M-1 District for the property at 3255 N. Arlington Heights Road was discussed and approved. The ordinance setting forth the provisions and conditions of approval is attached.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Ordinance - Betty Haag Academy - 3255 N AHR | Ordinance |

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2023-_____

AN ORDINANCE GRANTING A VARIATION
FOR THE BETTY HAAG ACADEMY OF MUSIC
(3255 N. Arlington Heights Rd.)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS ____ DAY OF _____, 2023.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Arlington Heights,
Cook County, Illinois this
_____ day of _____, 2023

_____
Village Clerk

AN ORDINANCE GRANTING A VARIATION
FOR THE BETTY HAAG ACADEMY OF MUSIC
(3255 N. Arlington Heights Rd.)

WHEREAS, _____ (***"Owner"***) is the owner of that certain property located in the M-1 Research, Development, and Light Manufacturing District (***"M-1 District"***), commonly known as 3255 N. Arlington Heights Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Betty Haag Academy of Music (***"Applicant"***) desires to lease Suite 505 within the building on the Property, consisting of approximately 2,593 square feet (***"Subject Premises"***), for music conservatory, music instruction, and related administrative uses for both the Betty Haag Academy of Music and the Magical Strings of Youth, a not-for-profit organization (collectively, the ***"Proposed Use"***); and

WHEREAS, pursuant to "the 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights," as amended (***"Zoning Code"***), the Property may only be used for the Proposed Use upon issuance by the Village Board of Trustees of a land use variation therefor; and

WHEREAS, pursuant to Section 12 of the Zoning Code, the Applicant has filed an application for approval of a land use variation to allow the Proposed Use within the Subject Premises on the Property (***"Requested Relief"***); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* newspaper on March 7, 2023, and held on March 22, 2023; and

WHEREAS, on March 22, 2023, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for land use variations as set forth in Section 12.2 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, and in accordance with, and pursuant to, Section 12 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a land use variation to permit the Proposed Use in the Subject Premises of the Property.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Section 2 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Use and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Building & Life Safety (for matters within their permitting authority) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Use and of the Property must substantially comply with the undated Floor Plans submitted by the Applicant and consisting of two sheets, a copy of which is attached to and, by this reference made a part of this Ordinance as Exhibit B (***"Plans"***).

C. Landscaping. The Applicant must cause the installation of landscaping in accordance with the Property's Village-approved site plan to the satisfaction of the Village no later than June 30, 2023.

D. Sound Attenuation System. Within 30 days after receipt of a written notice from the Village that noise from the Proposed Use is unreasonably interfering with the enjoyment of life or with any lawful business or activity outside of the Subject Premises, as determined by the Village, the Applicant must install sound installation panels within the walls of abutting adjacent tenant spaces in the building on the Property, as depicted in the sound attenuation materials plans provided by the Applicant, a copy of which is attached to, and by this reference made a part of this Ordinance as Exhibit C.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded on title to the Property with the Cook County Clerk's Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Section 2 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 of this Ordinance unless they first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the M-1 District and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village Code.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force

and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

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

1. Passage by the Village President and Board of Trustees in the manner required by law; and

2. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit D attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.2 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2023

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

TRACT 1:
LOTS 1 AND 2 IN FAIRVIEW LANE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TRACT 2:
THAT PART OF LOT 3 IN FAIRVIEW LANE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTHERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 3, SAID POINT BEING 111.89 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3, TO A POINT IN THE EAST LINE OF SAID LOT 3, SAID POINT BEING 342.21 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 3.

TRACT 3:
THAT PART OF VACATED DUNTON AVENUE VACATED BY DOCUMENT 25261194 DATED OCTOBER 1, 1979 AND RECORDED NOVEMBER 29, 1979 AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE AFORESAID LOT 1; THENCE WEST ALONG AN EXTENSION LINE OF THE AFORESAID LOT 1 FOR 60.00 FEET MORE OR LESS, TO A POINT WHICH IS THE NORTHEAST CORNER OF THE AFORESAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF THE AFORESAID LOT 2 FOR 260.00 FEET MORE OR LESS, TO A POINT WHICH IS THE SOUTHEAST CORNER OF AFORESAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF THE AFORESAID LOT 3 FOR 60.00 FEET MORE OR LESS, TO A POINT WHICH IS THE SOUTHWEST CORNER OF THE AFORESAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF THE AFORESAID LOT 1 FOR 260.00 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

LOTS 1 AND 2 OF THE DENTAL LTD. SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1977 AS DOCUMENT NUMBER 23859585, EXCEPT FOR-THAT PART OF LOT 2 DEDICATED TO THE VILLAGE OF ARLINGTON HEIGHTS BY PLAT OF DEDICATION ON NOVEMBER 27, 1974, AND RECORDED AS DOCUMENT NUMBER 23086909, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2; THENCE WEST ALONG AN EXTENSION OF THE CENTER LINE OF FAIRVIEW LANE FOR 23.30 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50 FEET AND WHOSE TANGENT FORMED AN ANGLE OF 90 DEGREES TO THE LAST-DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR 50.77 FEET TO A POINT IN THE LAST LINE OF THE AFORESAID LOT 2; THENCE NORTH 42.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

Commonly known as: 3255 N. Arlington Heights Road, Arlington Heights, Illinois.

PINs: 03-08-102-037-0000 and 03-08-102-036-0000

EXHIBIT B

PLANS

(attached)

Exhibit "A"
Suite 505
2,593 SF

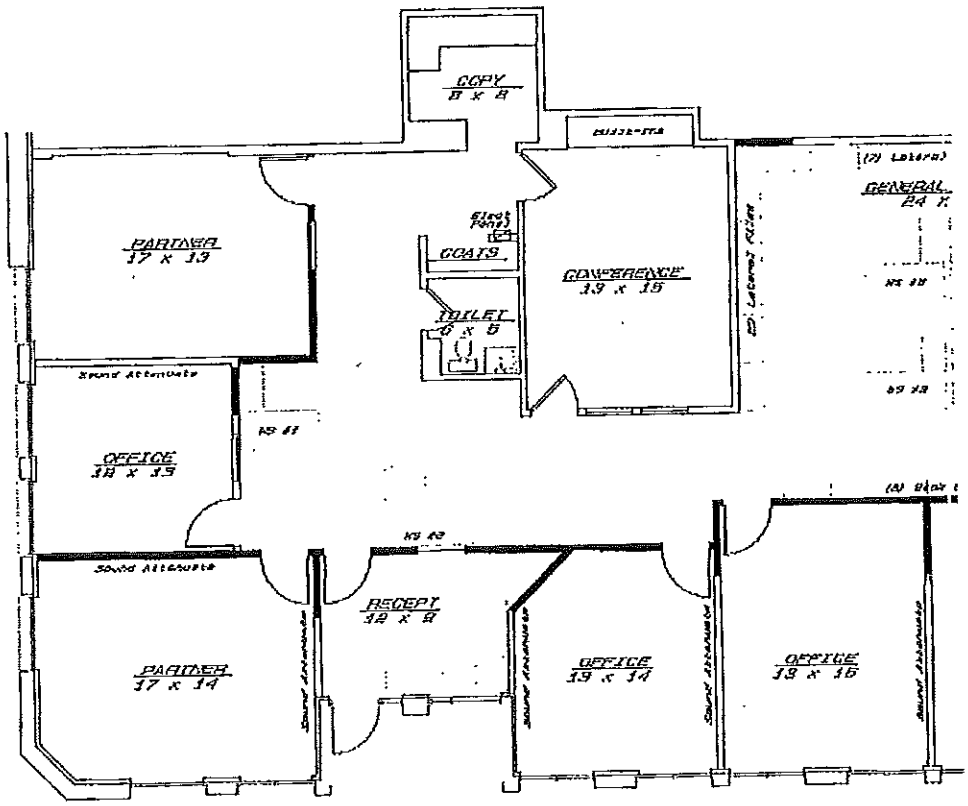


Exhibit "A"
Suite 505
2,593 SF

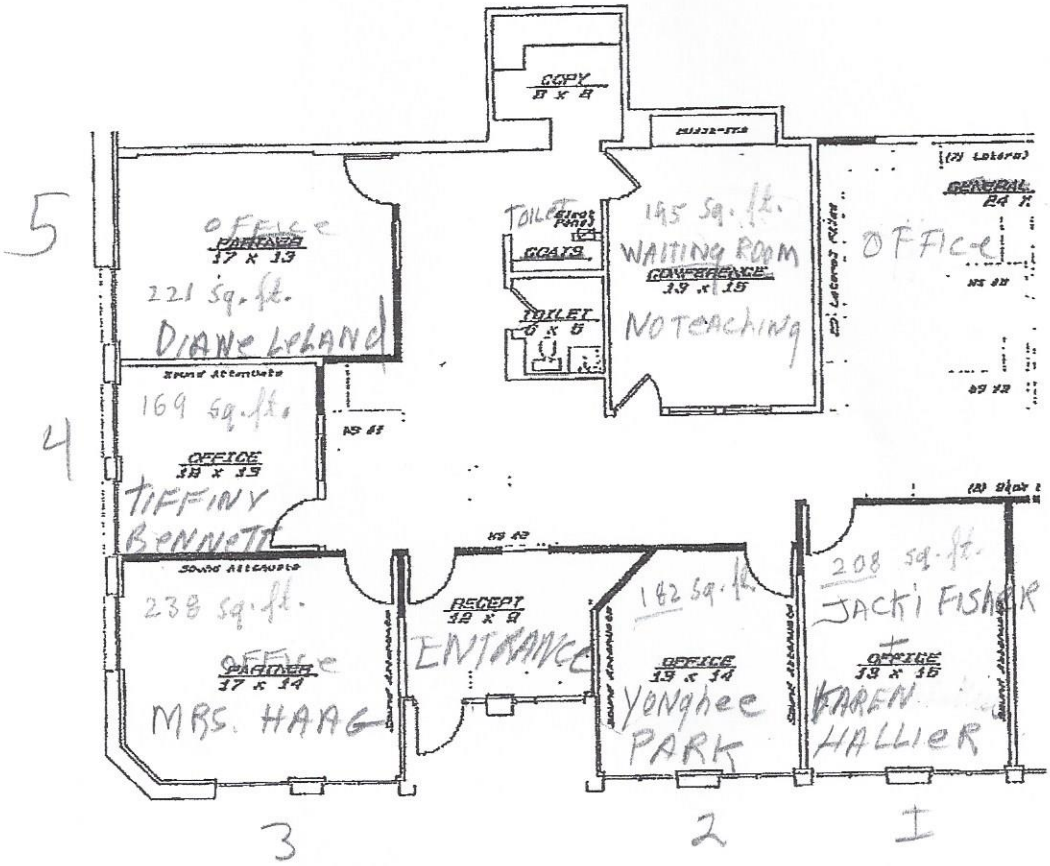


EXHIBIT C

SOUND ATTENUATION SYSTEM PLANS

(attached)

- If required, ownership would apply the below acoustical panels on adjoining wall between practice room and neighboring space.

‹ Back to results

## Burdurry 50 Pack Acoustic Panels Soundproof Studio Foam for Walls Sound Absorbing Panels Sound Insulation Wedge for Studio, 1" X 12" X 12" (Black)

Brand: Burdurry

4,355 ratings | 97 answered questions

-14% $43.99

List Price: $50.99

prime Overnight

FREE Returns

Eligible for Return, Refund or Replacement within 30 days of receipt

- 【Eco-friendly and Safety】Made of high quality environmentally polyurethane foam, these studio foam are durable and effective, no health risks, safe to use.
- 【Noise Absorbing】Our sound foam panels can dampen and diffuse mid to low frequency sound waves inside of a room, to minimize interference, increases increasing sound clarity.
- These soundproofing foam panels come with 24 pack in the package, each tile is 1 square foot of 1 inch thick acoustic wedge, 12 pack covers an area of 12 square feet.
- 【Easy to Install】These studio sound absorbing panels can be used as acoustic cover for walls, ceilings and doors, just easily attach it with staples, nails, screws, tacks or glue.
- 【Widely Usage】Our sound dampening foam panels are great for recording studios, vocal booths, control rooms, also ideal for home theaters, professional movie theaters, concert halls and more.

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Arlington Heights, Illinois (*"**Village**"*):

WHEREAS, _____ (***"Owner"***) is the owner of that certain property located in the M-1 Research, Development and Light Manufacturing District (***"M-1 District"***), commonly known as 3255 N. Arlington Heights Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Betty Haag Academy of Music (***"Applicant"***) desires to lease Suite 505 within the building on the Property, consisting of approximately 2,593 square feet (***"Subject Premises"***), for music conservatory, music instruction, and related administrative uses for both the Betty Haag Academy of Music and the Magical Strings of Youth, a not-for-profit organization (collectively, the ***"Proposed Use"***); and

WHEREAS, Ordinance No. 2023-_____, adopted by the Village President and Board of Trustees on _____, 2023 (***"Ordinance"***), grants a variation to the Applicant for the operation of the Proposed Use in the Subject Premises on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant file, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Owner and the Applicant hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner and the Applicant against damage or injury of any kind and at any time.

4. The Owner and the Applicant hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variation for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2023

ATTEST: _____

By: _____ By: _____

Its: _____ Its: _____

ATTEST: BETTY HAAG ACADEMY OF MUSIC

By: _____ By: _____

Its: _____ Its: _____

**Village Board**
**6/5/2023**

**Item:** Ordinance - Metropolis PUD Amendment #2 - 11 S. Highland Ave.

**Department**: Planning & Community Development

At the April 26, 2023 Village Board meeting, a request for an amendment to Planned Unit Development to Amended Ord. 98-061 to modify a condition of approval to allow medical and dental office uses in the subject unit, and a variation for the property at 11 S. Highland Avenue was discussed and approved. The ordinance setting forth the provisions and conditions of approval is attached.

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Ordinance - Metropolis PUD - 11 S Highland Ave | Ordinance |

Prepared by and return to:
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Attention: Village Clerk

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING
A PLANNED UNIT DEVELOPMENT AND GRANTING A VARIATION
FOR THE PROPERTY AT 11 S. HIGHLAND AVENUE

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS ____ DAY OF _____, 2023.

AN ORDINANCE AMENDING
A PLANNED UNIT DEVELOPMENT AND GRANTING A VARIATION
FOR THE PROPERTY AT 11 S. HIGHLAND AVENUE

WHEREAS, _____ ("***Owner***") is the owner of record of that certain property located in the Village's B-5 Downtown District ("***B-5 District***"), commonly known as 11 S. Highland Avenue, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("***Property***"); and

WHEREAS, on October 19, 1998, the Village Board of Trustees adopted Ordinance No. 98-061, approving both a planned unit development for the Metropolis PUD that includes the Property and a preliminary plat of subdivision for the Property, subject to certain conditions ("***PUD Ordinance***"); and

WHEREAS, the PUD Ordinance, as subsequently amended pursuant to Ordinance No. 99-028, permits the development of the Property as a mixed-use development comprised of theater, retail, office, and apartment components, including the Metropolis Theater building located along Campbell Street, the Hagenbring multi-tenant commercial building located along Vail Avenue and the Metropolis Condominium building located along Highland Avenue (collectively, the "***Approved Planned Development***"); and

WHEREAS, Section 4 of the PUD Ordinance prohibits the use of the Property for a medical office; and

WHEREAS, Lauren Mika Zattera and Walter G. Zattera (collectively, the "***Applicant***"), prospective tenant of the Property, desire to use the Property for a dental office ("***Proposed Dental Office***"); and

WHEREAS, pursuant to Section 6.12-1.3 of "The 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights," as amended ("***Zoning Code***"), the request for the Proposed Dental Office requires a traffic and parking study by a certified traffic engineer; and

WHEREAS, pursuant to Section 9 of the Zoning Code, the Applicant, with the consent of the Owner, has filed an application for approval of: (i) an amendment to the PUD Ordinance to allow a dental office within the Property; (ii) and a variation from Section 6.12-1.3 to waive the requirement for a traffic and parking study by a qualified professional engineer (collectively, the "***Requested Relief***"); and

WHEREAS, a public hearing of Plan Commission of the Village to consider the Requested Relief was duly advertised in the *Daily Herald* on April 11, 2023, and held on April 26, 2023; and

WHEREAS, on April 26, 2023, the Plan Commission recommended that the Board of Trustees approve the Requested Relief, subject to certain conditions; and

WHEREAS, the Board of Trustees has determined that the Requested Relief complies with the required standards for planned unit developments as set forth in Section 9 of the Zoning Code; and

WHEREAS, consistent with the Plan Commission recommendation, the Board of Trustees has determined that it will serve and be in the best interests of the Village and its residents to approve the Requested Relief for the Property, in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF AMENDMENT TO PUD ORDINANCE. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 9 of the Zoning Code and the home rule powers of the Village, the Village amends the PUD Ordinance to allow the Proposed Dental Office, by permitting a dental office at the Property.

SECTION 3. GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 9 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a variation from Section 6.12-1.3 of the Zoning Code to waive the requirement for a traffic and parking study by a qualified professional engineer.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Sections 2 and 3 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Dental Office and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Building & Life Safety (for matters within their permitting authority) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Dental Office and the Property must comply with those certain floor plans prepared by Architectural Consulting Services, with a latest revision date of March 22, 2023 and consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit B ("***Plans***").

C. Employee Parking. The Applicant must purchase from the Village, and keep in effect, an employee parking permit that permits vehicular parking within the Village-owned garage system for each employee of the Proposed Dental Office.

D. Medical Use Limited. No medical use may be operated on the Property, except within the Proposed Dental Office in the Property.

SECTION 5. CONTINUED EFFECT; CONFLICTS. Except as provided otherwise in this Ordinance, all terms, provisions, and requirements of the PUD Ordinance remain unchanged and in full force and effect. In the event of a conflict between this Ordinance and the attached Plans, on one hand, and the PUD Ordinance and its attached plans, on the other hand, the terms of this Ordinance and attached Plans will prevail.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded on title to the Property with the Cook County Clerk's Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Owner, the Applicant, and each of their respective heirs, representatives, successors, and assigns.

SECTION 7. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2 and 3 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless they first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-5 District, the PUD Ordinance, and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 8. AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of planned unit developments.

SECTION 9. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 10. EFFECTIVE DATE.

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

   i. Passage by the Village President and Board of Trustees in the manner required by law; and

   ii. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit C attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

b. In the event the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 10.A.ii of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2023

_____
Village President

ATTEST:

_____
Village Clerk

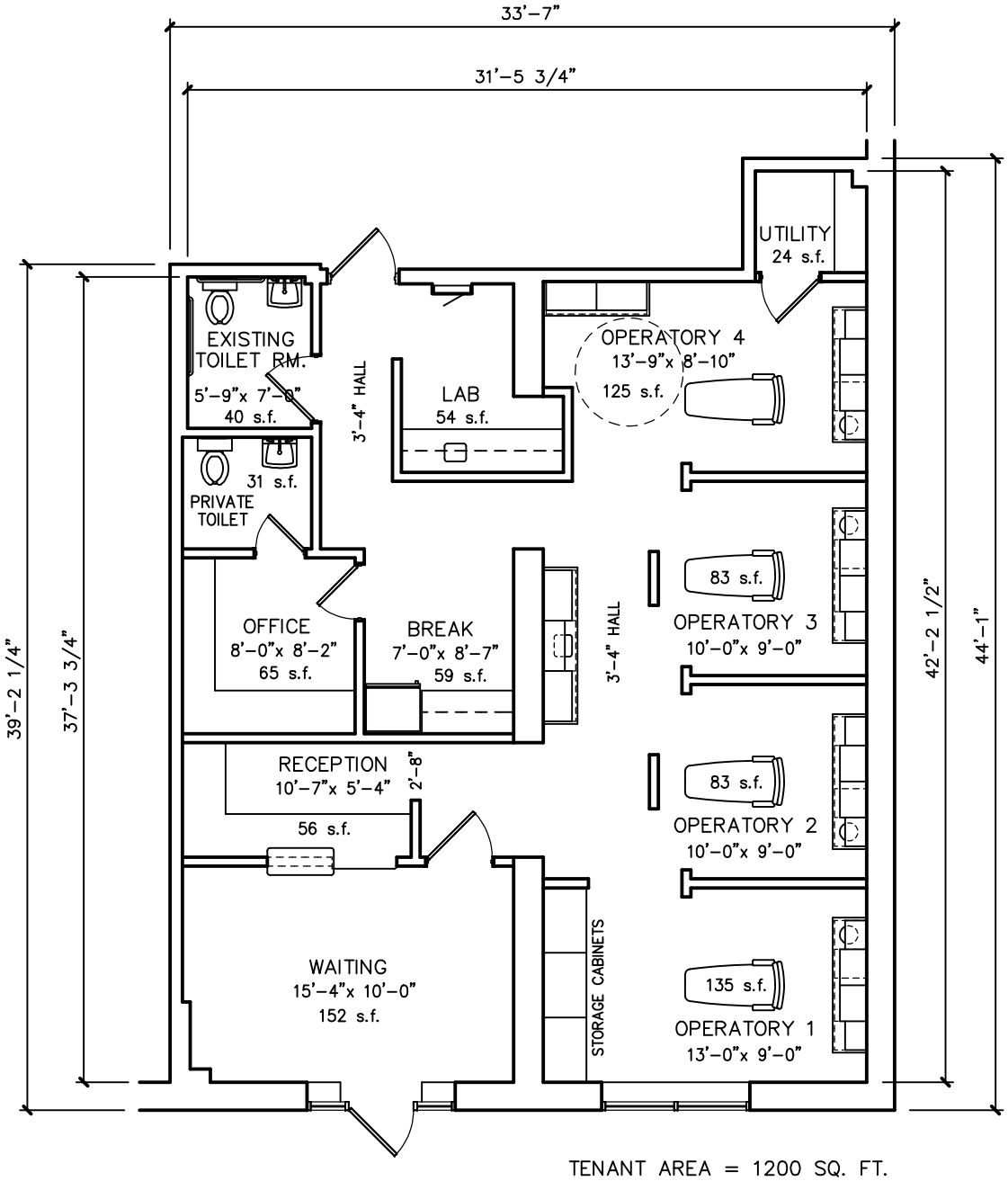
EXHIBIT A

Legal Description of the Property

LOTS 1, 2, 3, 4 & 17 IN SIEBURG'S SUBDIVISION OF BLOCK 25 (EXCEPT THE EAST ½ LOTS 1 AND 2) ALSO OF THE NORTH ½ OF BLOCK 32 AND SO MUCH OF ROBINSON STREET AS LIES BETWEEN SAID BLOCKS 25 AND 32 IN THE TOWN OF DUNTON, AND THE VACATED 16' PUBLIC ALLEY LYING WEST OF SAID LOTS 1 & 17 AND EAST OF SAID LOTS 2 & 4 IN SIEBURG'S SUBDIVISION AS VACATED PER DOCUMENT NO. 08156416 AND RECORDED DECEMBER 21, 1998 AND THE EAST HALF OF LOTS 1 AND 2 IN BLOCK 25 IN THE TOWN OF DUNTON, A SUBDIVISION OF THE WEST HALF OF THE SOUTHEWEST ¼ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Plans




TENANT AREA = 1200 SQ. FT.


**ARCHITECTURAL CONSULTING SERVICES**

870 WEST HILLSIDE
PALATINE, IL 60067
(224) 725-8563


DRAWING NAME:

## PROPOSED NEW PLAN

SCALE: 1/8" = 1'-0"

PROPOSED NEW SPACE PLAN FOR:

**Dr. Zattera Dental**

11 S. Highland Avenue
Arlington Heights, IL

DATE:
MARCH 22, 2023

SHEET NUMBER:
SK-10

EXHIBIT C

Unconditional Agreement and Consent

TO: The Village of Arlington Heights, Illinois ("***Village***"):

WHEREAS, _____ ("***Owner***") is the owner of record of that certain property located in the Village's B-5 downtown District ("***B-5 District***"), commonly known as 11 S. Highland Avenue, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("***Property***"); and

WHEREAS, Lauren Mika Zattera and Walter G. Zattera (collectively, the "***Applicant***") is a tenant at the Property; and

WHEREAS, Ordinance No. 2023-_____, adopted by the Village President and Board of Trustees on _____, 2023 ("***Ordinance***"), grants certain Requested Relief to the Approved Planned Development for the Property as described in the Ordinance; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant file, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Owner and the Applicant hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the Proposed Amendments for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.

4. The Owner and the Applicant hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Property as described in the Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2023

ATTEST: _____

By: _____ By: _____

Its: _____ Its: _____

ATTEST: LAUREN MIKA ZATTERA

By: _____ By: _____

Its: _____ Its: _____

ATTEST: WALTER G. ZATTERA

By: _____ By: _____

Its: _____ Its: _____

**Village Board**
**6/5/2023**

**Item:** Resolution further Extending the Terms of Sign Variations for an Electronic Billboard Sign (2200 W. Euclid Ave)

**Department**: Village Manager's Office

Resolution Further Extending the Term of Sign Variations for an Electronic Billboard sign (2200 W. Euclid Avenue).

In 2017 the Village Board approved sign variations allowing the construction of an electronic Billboard on the Arlington Racetrack Property adjacent to Route 53 as an additional revenue stream for the racetrack. The sign was permitted contingent on certain conditions. On March 22nd 2022, the Village Board adopted an ordinance (attached) extending the sign variations through June 30, 2023 and allowing the Village Board to approve further extensions via resolution. The current owners of the property, the Chicago Bears Football Club, wish to continue to use the billboard pending their evaluation of their potential redevelopment of the property.

Staff supports this request and recommends approval of a resolution to further extend the term of sign variations for an electronic billboard sign through June 30, 2024.

**Recommendation**

Approval of a Resolution Further Extending the Term of Sign Variations for an Electronic Billboard sign (2200 W. Euclid Avenue).

**ATTACHMENTS:**

| **Description** | **Type** |
|---|---|
| Resolution approving second extension | Resolution |
| Sign Variation Ordinance | Ordinance |

Prepared by and return to:
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Attention: Village Clerk

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION FURTHER EXTENDING THE TERM OF SIGN VARIATIONS FOR AN ELECRONIC BILLBOARD SIGN
(2200 W. EUCLID AVENUE)

PASSED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS ____ DAY OF _____, 2023.

_____
Village Clerk

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION FURTHER EXTENDING THE TERM OF SIGN VARIATIONS FOR AN ELECRONIC BILLBOARD SIGN
(2200 W. Euclid Avenue)

WHEREAS, CBFC Development, LLC (*"Owner"*) is the record title owner of that certain real property commonly known as 2200 W. Euclid Avenue ("*Property*"); and

WHEREAS, the Property was formerly used as the Arlington International Racecourse horse racing facility; and

WHEREAS, on March 6, 2017, the Village Board of Trustees approved variations from Chapter 30 of the Municipal Code of Arlington Heights, Illinois, 1995, as amended (collectively, the *"Variations"*), in order to allow the construction and operation of a 95-foot-tall structure which supports a 1,200 square foot electronic billboard sign ("*Sign*"), subject to certain conditions, one of which required that the Sign must be removed following the cessation of horse racing operations at the Property; and

WHEREAS, on March 8, 2022, the Board of Trustees adopted Ordinance No. 2022-016, approving an extension of the term of the Sign Variations through June 30, 2023, and authorizing further extension of the term of the Sign Variations by the Board of Trustees, by resolution duly adopted; and

WHEREAS, the Owner has requested that the Village further extend the term of the Variations through June 30, 2024 ("*Proposed Extension*"); and

WHEREAS, the President and Board of Trustees desire to approve the Second Extension; and

WHEREAS, the Village President and Board of Trustees have determined that approving the Second Extension will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF SECOND EXTENSION. In accordance with and pursuant to Section 2 of Ordinance No. 2022-016 and the home rule powers of the Village, the Village President and Board of Trustees hereby approve the Second Extension and extend the term of the Variations to allow the operation of the Sign at the Property, through June 30, 2024.

SECTION 3. RECORDATION; BINDING EFFECT. A copy of this Resolution will be recorded with the Cook County Clerk's Recording Division. This Resolution and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Owner and each of its heirs representatives, successors, and assigns.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2023

_____
Village President

ATTEST:

_____
Village Clerk

Doc#. 2207646287 Fee: $98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/17/2022 04:08 PM Pg: 1 of 13

Prepared by:
Village of Arlington Heights
Legal Department
33 S. Arlington Heights Rd
Arlington Heights, IL 60005

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2022-016

AN ORDINANCE EXTENDING THE TERM OF
SIGN VARIATIONS FOR AN ELECTRONIC BILLBOARD SIGN
(2200 W. Euclid Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS 7TH DAY OF MARCH, 2022.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Arlington Heights,
Cook County, Illinois this
8 day of March, 2022

Rebecca Hume
Village Clerk

AN ORDINANCE EXTENDING THE TERM OF
SIGN VARIATIONS FOR AN ELECTRONIC BILLBOARD SIGN
(2200 W. Euclid Avenue)

WHEREAS, Arlington Park Racecourse, LLC, an Illinois limited liability company (*"Owner"*), is the owner of record of that certain property located in the B-3 General Service, Wholesale, and Motor Vehicle District (*"B-3 District"*) and the Arlington International Racecourse Property Overlay District (*"AIC Overlay District"*), commonly known as 2200 W. Euclid Avenue, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (*"Property"*); and

WHEREAS, the Property was formerly used as the Arlington International Racecourse horse racing facility, and is improved with various structures, including a 95-foot-tall structure which supports a 1,200-square-foot electronic billboard sign (*"Sign"*); and

WHEREAS, the Sign displays messages related to the horse racing facility and the Property, as well as messages for unrelated businesses, events, and programs; and

WHEREAS, in 2017, the Owner requested variations from Sections 30-120(a), 30-120(f), 30-303(a), 30-303(c), and 30-117(a) of Chapter 30 of the Municipal Code of Arlington Heights, Illinois, 1995, as amended (*"Village Code"*), in order to allow the construction and operation of the Sign (collectively, the *"Variations"*); and

WHEREAS, on March 6, 2017, the Village Board approved the Variations, subject to the following conditions: (i) the design of the Sign must include a permanent "Arlington International" display below the billboard screen; (ii) the display on the Sign must be static only, and may not feature oscillating, rotating, flashing, intermittent, or moving lights or video; (iii) each message on the Sign must be displayed for a minimum of ten seconds; (iv) the display on the Sign must be high resolution and full color; (v) the Sign must feature auto-dimming photocell technology capable of changing the display brightness consistent with ambient lighting conditions; (vi) the brightness of the Sign must be no more than 0.3 foot-candles above ambient lighting conditions at 250 feet from the face of the Sign; (vii) the manufacturer of the Sign must submit a written certification verifying that that the auto-dimming functions of the Sign are preset not-to-exceed 0.3 foot-candles above ambient lighting conditions; (viii) the Sign may not emit sound; and (ix) the Village must be allowed to promote the Village and advertise community events on the Sign at no cost, in a manner agreed to between the Owner and the Village (collectively, the *"Approval Conditions"*); and

WHEREAS, the approval of the Variations required that the Sign must be removed following the cessation of horse racing operations on the Property; and

WHEREAS, the Owner has discontinued horse racing operations on the Property; and

WHEREAS, the Owner has requested that the Village Board of Trustees extend the term of the Variations, through June 30, 2023 (*"Requested Extension"*); and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Extension to the term of the Variations meets the required standards for variations as set forth in Section 30-902 of the Village Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Requested Extension of the term of the Variations for the Sign, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. EXTENSION OF TERM OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, and pursuant to Section 30-902 of the Village Code and the home rule powers of the Village, the Village approves the Requested Extension of the term of the Variations, through June 30, 2023. The Board of Trustees may further extend the term of the Variations, by Resolution duly adopted.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code, the Requested Extension granted pursuant to Section 2 of this Ordinance are hereby expressly subject to, and contingent upon, the use and maintenance of the Sign in compliance with each and all of the following conditions:

A. Compliance with Approval Conditions. The use, operation, and maintenance of the Sign and the Property must comply with all of the Approval Conditions.

B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Sign and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

C. Compliance with Plans. The Except for minor changes and site work approved by the Village's Director of Building (for matters within his or her permitting authority) in accordance with all applicable Village standards, the use, operation, and maintenance of the Sign must comply with the plans submitted by the Owner pursuant to its initial request, including: (i) the sign specifications prepared by Formetco and consisting of five sheets, with a latest revision date of November 1, 2016; (ii) the sign exhibit prepared by W-T Land Surveying, Inc. and consisting of one sheet, with a latest revision date of January 5, 2017; and (iii) the sign drawings prepared by All Steel Structures, Inc. consisting of one sheet, with a latest revision date of June 4, 2015.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Owner and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-3 District, the AIC Overlay District, and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation,

the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village Code.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

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

1. Passage by the Village President and Board of Trustees in the manner required by law; and

2. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit B attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.2 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

AYES: SCHWINGBECK, CANTY, BERTUCCI, TINAGLIA, GRASSE, LABEDZ, SCALETTA, BALDINO, HAYES
NAYS: NONE

PASSED AND APPROVED THIS 7TH day of March, 2022

Thomas W. Hayes
Village President

ATTEST:

Rebecca Hume
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

**Parcel 1: (Permanent Index Number: 02-23-403-003)**

That part of the East 1/2 of the South East 1/4 of Section 23, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Beginning at the South East corner of the East 1/2 of the South East 1/4 of said Section 23; thence West along the South line of said Section 23, 577.73 feet to the Southeasterly line of Illinois Route Number 53; thence Northeasterly along a curve to the right having a radius of 5862.50 feet, said curve being the Southeasterly line of Illinois Route No. 53, for a distance of 25.00 feet; thence Northeasterly to a point in the East line of the South East 1/4 of said Section 23, said point being 61.41 feet North of the South East corner of said Section 23; thence South along said East line 61.41 feet to the point of beginning, all in Cook County, Illinois.

**Parcel 2: (Permanent Index Number: 02-25-100-005 and part of 02-26-201-010)**

That part of the East 1/4 of the North East 1/4 of Section 26 and that part of the West 1/2 of the North West 1/4 of Section 25 (except the North 560 feet thereof) in Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, lying North of a line described as follows:

Beginning at a point in the West line of the East 1/4 of the North East 1/4 of Section 26 aforesaid 1644.24 feet North of the South West corner of said East 1/4; thence South 88 degrees 49 minutes 06 seconds East, a distance of 463.44 feet; thence South 89 degrees 52 minutes 43 seconds East to the point of intersection with the East line of the West 1/2 of the North West 1/4 of Section 25 aforesaid; excepting therefrom that part thereof falling within the following described tract of land:

Beginning at a point in the North line of Section 26, Township 42 North, Range 10, East of the Third Principal Meridian, that is 577.73 feet West of the North East corner of said Section for a point of beginning; thence Southwesterly along a curve to the left having a radius of 5862.50 feet for a distance of 146.83 feet to a point in the West line of the East 1/4 of the East 1/2 of said Section that is 119.19 feet South of the North line of said Section (as measured along said West line); thence North along said West line of the East 1/4 of the East 1/2 of said Section for a distance of 119.19 feet to a point in the North line of said Section; thence East along the North line of said Section for a distance of 86.81 feet to the point of beginning, and further excepting therefrom the West 50 feet, all in Cook County, Illinois.

**Parcel 3: (Permanent Index Number: Part of 02-24-303-007)**

That part of the West 1/2 of the South West 1/4 of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, lying Southeasterly of the Southeasterly line of S. B. I. Route 53, lying Southwesterly of the Southwesterly right of way of the Chicago and Northwestern Railway excepting therefrom the following described tract of land:

That part of the West 1/2 of the South West 1/4 of Section 24, Township 42 North Range 10, East of the Third Principal Meridian, bounded and described as follows:

Commencing at the South West corner of said Section 24; thence North along the West line of said Section 24 for a distance of 666.41 feet to a point on a curved line concave to the South East and having a radius of 5862.50 feet; thence Northeasterly along a straight line making an angle to the right of 47 degrees 17 minutes 54 seconds with a prolongation of the last described course for a distance of 396.93 feet to a point on the last mentioned curve line distant 291.63 feet East of, measured at right angles to, the West line of said Section 24, said point being the point of beginning

of the land herein to be excepted; thence Northeasterly along the last mentioned curved line for a distance of 1090.10 feet to a point in the Southerly right of way line of the Chicago and Northwestern Railway that is 1367.95 feet East from the West line of said Section 24 (as measured along said Southerly right of way line); thence Southeasterly along said Southerly right of way line of the Chicago and Northwestern Railway for a distance of 145.00 feet to a point; thence Southwesterly along a straight line making an angle to the right of 123 degrees 05 minutes 46 seconds with a prolongation of the last described course for a distance of 286.08 feet to a point of curvature; thence Southwesterly along a curved line concave to the South East and tangent to the last described course, having a radius of 7593.78 feet for a distance of 869.96 feet to the point of beginning; and further excepting therefrom that part thereof falling with the tract of land conveyed to the Village of Arlington Heights by deed recorded as Document No. 22467787, all in Cook County, Illinois.

**Parcel 4: (Permanent Index Number: Part of 02-24-303-007)**

That part of the East 1/2 of the South West 1/4 of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, lying Southwesterly of the Southwesterly right of way line of the Chicago and Northwestern Railway (excepting therefrom a 60 foot strip of land lying Southwesterly of and adjoining the said Southwesterly right of way line of the Chicago and Northwestern Railway) all in Cook County, Illinois.

**Parcel 5: (Permanent Index Number: Part of 02-24-303-007)**

That part of the West 1/2 of the South East 1/4 of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, lying Southwesterly of the Southwesterly right of way line of the Chicago and Northwestern Railway, excepting therefrom that part thereof falling within the tract of land conveyed to the Village of Arlington Heights by Deed recorded as document no. 22467787, and also except that part thereof dedicated by Plat of Dedication recorded September 17, 2013 as document no. 1326029002, described as follows:

That part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Southwest Quarter of the Southeast Quarter of Section 24; thence North along the West line of said Southwest Quarter of the Southeast Quarter, having an Illinois East Zone Grid bearing of North 00 degrees 10 minutes 10 seconds East, 614.07 feet to the Southwesterly right-of-way line of the Union Pacific Railroad Company, said line also being the Northeasterly right-of-way line of the land conveyed to the Village of Arlington Heights March 2, 1978 as document no. 24348059, for the point of beginning; thence continuing North 00 degrees 10 minutes 10 seconds East, 58.02 feet along said West line and Southwesterly right-of-way line; thence South 59 degrees 20 minutes 40 seconds East, 267.27 feet along said Southwesterly right-of-way line to the North corner of the permanent easement conveyed to the Village of Arlington Heights April 20, 1972 as document no. 21957767; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet along the Westerly line of said document no. 21957767 to the East corner of the aforesaid document no. 24348059; thence North 59 degrees 20 minutes 40 seconds West, 40.66 feet along the aforesaid Northeasterly right-of-way line of document no. 24348059; thence North 67 degrees 59 minutes 43 seconds West, 199.45 feet along said Northeasterly right-of-way line to the point of beginning,

all in Cook County, Illinois.

**Parcel 6A: (Permanent Index Number: Part of 02-25-202-008)**

The West 1/2 of the North East 1/4 of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, (excepting therefrom that part thereof lying Northeasterly of the Southwesterly right

of way line of the Chicago and Northwestern Railway and further excepting therefrom that part thereof taken or used for Euclid Avenue), in Cook County, Illinois.

**Parcel 6B: (Permanent Index Number: Part of 02-25-202-008)**

That part of the East 1/2 of the North East 1/4 of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, lying Southwesterly of the Southwesterly right of way line of the Chicago and Northwestern Railway, excepting therefrom the following described tract of land:

That part of the North East 1/4 of the North East 1/4 of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, bounded and described as follows:

Commencing at the intersection of the East line of said Section 25 and the center line of Chicago and Northwestern Railway Company Number 2 Main Track, as said main track is now located; thence North 59 degrees 17 minutes 20 seconds West along said main tract center line a distance of 1308.00 feet; thence South 30 degrees 42 minutes 40 seconds West, a distance of 42.65 feet to a point on the Southwesterly right of way line of the Chicago and Northwestern Railway Company for the point of beginning of the parcel of land herein described; thence North 59 degrees 17 minutes 20 seconds West along said Southwesterly right of way line, a distance of 150.00 feet; thence South 30 degrees 42 minutes 40 seconds West, a distance of 50.00 feet; thence South 59 degrees 17 minutes 20 seconds East parallel with said Southwesterly right of way line, a distance of 150.00 feet; thence North 30 degrees 42 minutes 40 seconds East, a distance of 50.00 feet to the point of beginning, and excepting therefrom the following described tract of land:

That part of the North East 1/4 of the North East 1/4 of Section 25, Township 42 North, Range 10, East Third Principal Meridian, bounded and described as follows:

Beginning at a point on the West line of Wilke Road, distant 135 feet Southwesterly, measured at right angles from the center line of the most Northeasterly or East bound main track of the Chicago and Northwestern Railway Company, also known as No. 3 Main Track, as said main track is now located; thence Westerly at right angles to said West line of Wilke Road, a distance of 30 feet; thence Northwesterly along a straight line to a point distant 100 feet Westerly, measured at right angles, from said West line of Wilke Road, and distant 76 feet Southwesterly, measured at right angles, from said main track center line; thence Southwesterly along a straight line to a point distant 135 feet Westerly. measured at right angles, from said West line of Wilke Road, and distant 196 feet Southwesterly, measured at right angles, from said main track center line; thence Southeasterly parallel with said main track center line to a point on the West line of said Wilke Road; thence Northerly along said West line of Wilke Road to the point of beginning and excepting the East 50 feet thereof, and excepting that part taken or used for Euclid Avenue, all in Cook County, Illinois.

**Parcel 6C: (Permanent Index Number: Part of 02-25-202-008)**

That part of the East 1/2 of the North West 1/4 of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, lying North and East of the following described line:

Beginning at a point in the South line of said North West 1/4 2251.05 feet East of the South West corner of the East 1/4 of the North East 1/4 of Section 26, Township 42 North, Range 10, East of the Third Principal Meridian; thence North 7 degrees 39 minutes 47 seconds East, a distance of 227.35 feet; thence North 18 degrees 59 minutes 37 seconds East, a distance of 164.48 feet; thence North 29 degrees 22 minutes 04 seconds East, a distance of 129.06 feet; thence North 15 degrees 43 minutes 19 seconds East, a distance of 127.85 feet; thence North 5 degrees 48 minutes 10 seconds East, a distance of 129.09 feet; thence North 1 degree 24 minutes 57 seconds East, a distance of 199.59 feet; thence North 2 degrees 35 minutes 45 seconds East, a distance of 216.71 feet, thence North 12 degrees 33 minutes 00 seconds East, a distance of 149.50 feet; thence North 24 degrees 48 minutes 46 seconds East, a distance of 89.54 feet; thence North 34 degrees 17 minutes 37 seconds East, a distance of 225.19 feet; thence North 36 Degrees

40 minutes 47 seconds West, a distance of 67.69 feet; thence North 83 degrees 39 minutes 05 seconds West, a distance of 48.88 feet; thence North 89 degrees 52 minutes 43 seconds West, to the point of intersection with the West line of the East 1/2 of the North West 1/4 of Section 25 aforesaid, excepting therefrom that part taken or used for Euclid Avenue, all in Cook County, Illinois.

Excepting from Parcels 6A, 6B and 6C that part described as follows:

That part of the Northeast 1/4 and the Northwest 1/4 of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 25; thence Northerly along the East line of said Northeast 1/4, also being the centerline of Wilke Road, North 00 degrees, 18 minutes, 24 seconds East, a distance of 1355.85 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 149.37 feet to a point on a nontangent curve, also being the point of beginning; thence South 60 degrees, 28 minutes, 36 seconds West on a radial line to the above mentioned curve, 85.00 feet to the point of intersection with a curved line; thence Southwesterly along said curved line convexed to the Southeast of 625.00 feet in radius, having a chord length of 1056.04 feet on a chord bearing of South 28 degrees, 07 minutes, 51 seconds West, for an arc length of 1257.82 feet to a point of tangency; thence South 85 degrees, 44 minutes, 29 seconds West, a distance of 2760.17 feet; thence North 04 degrees, 12 minutes, 53 seconds West, distance of 130.00 feet; thence at right angles to the last described line North 85 degrees, 47 minutes, 07 seconds East, a distance of 1033.84 feet to a point on a nontangent curve; thence Northeasterly along said curve convexed to the Northwest of 630.00 feet in radius, having a chord length of 1075.56 feet on a chord bearing of North 01 degrees, 51 minutes, 44 seconds East for an arc length of 1288.85 feet to a point of intersection with a straight line; thence along said line North 00 degrees, 00 minutes, 00 seconds East, a distance of 819.53 feet; thence at right angles to the last described line South 90 degrees, 00 minutes, 00 seconds East, a distance of 1388.00; thence at right angles to the last described line South 00 degrees, 00 minutes, 00 seconds West, a distance of 579.27 feet; thence North 85 degrees, 47 minutes, 07 seconds East, a distance of 210.56 feet to a point of curvature; thence Southeasterly along a curved line convexed to the Northeast of 710.00 feet in radius, having a chord length of 759.74 feet on a chord bearing of South 61 degrees, 52 minutes, 09 seconds East, for an arc length of 801.65 feet to the point of intersection with a straight line, also being the point of beginning, all in Cook County, Illinois.

**Parcel 7: (Permanent Index Number: Part of 02-25-202-008)**

The North 560 feet of the West 1/2 of the Northwest 1/4 of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Excepting from above said Parcels, the following 2 tracts of land described as follows:

Tract A:
That part of the Southeast 1/4 of Section 23 and part of the Southeast 1/4 of Section 24 and part of the Northwest 1/4 of Section 25 and part of the East 1/4 of the Northeast 1/4 of Section 26, all in Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said East 1/4 of the Northeast 1/4 of Section 26; thence North 00 degrees 01 minutes 14 seconds, West along the West line thereof 1644.24 feet; thence South 88 degrees 49 minutes 06 seconds East 50.01 feet to the point of beginning; thence continue South 88 degrees 49 minutes 06 seconds East 413.43 feet; thence South 89 degrees 52 minutes 03 seconds East 593.91 feet; thence North 00 degrees 01 minutes 14 seconds West 944.59 feet; thence South 89 degrees 07 minutes 08 seconds East 271.81 feet; thence North 00 degrees 52 minutes 52 seconds East 1227.35 feet; thence Southwesterly along an arc of a circle convex Northwesterly and having a radius of 7593.78 feet for a distance of 453.85 feet to the Southeasterly line of SBI Route 53 (the chord of said arc having a bearing of South 58 degrees 52 minutes 53 seconds West and a distance of 453.78 feet); thence Southwesterly

along said Southeasterly line of SBI Route 53 being an arc of a circle convex Northwesterly and having a radius of 5862.50 feet for a distance of 396.91 feet to the East line of the Southeast 1/4 of Section 23 aforesaid (the chord of said arc having a bearing of South 47 degrees 31 minutes 05 seconds West and a distance of 396.84 feet); thence South 00 degrees 13 minutes 07 seconds West along said East line 605.02 feet to a point 61.41 feet North of the Southeast corner of Section 23; thence South 86 degrees 20 minutes 23 seconds West 563.71 feet to the Southeasterly line of SBI Route 53 aforesaid; thence Southwesterly along said Southeasterly line being an arc of a circle convex Northwesterly and having a radius of 5862.50 feet for a distance of 86.64 feet to the East line of the West 50.0 feet of the East 1/4 of the Northeast 1/4 of Section 26 aforesaid (the chord of said arc having a bearing of South 36 degrees 47 minutes 07 seconds West and a distance of 86.64 feet); thence South 00 degrees 01 minutes 14 seconds East along said East line of the West 50.0 feet for a distance of 944.79 feet to the point of beginning, in Cook County, Illinois.

Tract B:

That part of the Southeast 1/4 of Section 23 and part of the Southwest 1/4 of Section 24 and part of the Northwest 1/4 of Section 25 and part of the East 1/4 of the Northeast 1/4 of Section 26, all in Township 42 North, Range 10, East of the Third Principal Meridian described as follows:

Commencing at the Southwest corner of said East 1/4 of the Northeast 1/4 of Section 26; thence North 00 degrees 01 minutes 14 seconds West along the West line thereof 1644.24 feet; thence South 88 degrees 49 minutes 06 seconds East 50.01 feet; thence continue South 88 degrees 49 minutes 06 seconds East 413.43 feet; thence South 89 degrees 52 minutes 03 seconds East 593.91 feet; thence North 00 degrees 01 minutes 14 seconds West 944.59 feet; thence South 89 degrees 07 minutes 08 seconds East 271.81 feet to the point of beginning; thence continue South 89 degrees 07 minutes 08 seconds East 385.67 feet; thence North 00 degrees 07 minutes 46 seconds West 614.26 feet; thence North 89 degrees 57 minutes 59 seconds East 1155.59 feet; thence North 28 degrees 18 minutes 56 seconds West 285.71 feet to a point of curve; thence Northwesterly along an arc of a circle convex Westerly and having a radius of 324.19 feet for a distance of 192.43 feet to the South line of property conveyed to Village of Arlington Heights by Deed recorded as document no. 22467787 (the chord of said having a bearing of North 10 degrees 29 minutes 32 seconds West and a distance of 189.62 feet); thence North 59 degrees 16 minutes 10 seconds West along said line 918.76 feet; thence South 63 degrees 49 minutes 36 seconds West 214.46 feet to a point of curve, thence Southwesterly along an arc of a circle convex Northwesterly and having a radius of 7593.78 feet for a distance of 416.99 feet (the chord of said arc having a bearing of South 62 degrees 10 minutes 10 seconds West and a distance of 416.93 feet); thence South 00 degrees 52 minutes 52 seconds West 1227.35 feet to the point of beginning, in Cook County, Illinois.

**Parcel 8: (Permanent Index Numbers: Parts of 02-23-403-003, 02-24-303-007, 02-25-202-008 and 02-26-201-010)**

That part of the Southeast 1/4 of Section 23 and part of the Southwest 1/4 of Section 24 and part of the Northwest 1/4 of Section 25 and part of the East 1/4 of the Northeast 1/4 of Section 26, all in Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said East 1/4 of the Northeast 1/4 of Section 26; thence North 00 degrees 01 minutes 14 seconds, West along the West line thereof 1644.24 feet; thence South 88 degrees 49 minutes 06 seconds East 50.01 feet to the point of beginning; thence continue South 88 degrees 49 minutes 06 seconds East 413.43 feet; thence South 89 degrees 52 minutes 03 seconds East 593.91 feet; thence North 00 degrees 01 minutes 14 seconds West 944.59 feet; thence South 89 degrees 07 minutes 08 seconds East 271.81 feet; thence North 00 degrees 52 minutes 52 seconds East 1227.35 feet; thence Southwesterly along an arc of a circle convex Northwesterly and having a radius of 7593.78 feet for a distance of 453.85 feet to the Southeasterly line of SBI Route 53 (the chord of said arc having a bearing

of South 58 degrees 52 minutes 53 seconds West and a distance of 453.78 feet); thence Southwesterly along said Southeasterly line of SBI Route 53 being an arc of a circle convex Northwesterly and having a radius of 5862.50 feet for a distance of 396.91 feet to the East line of the Southeast 1/4 of Section 23 aforesaid (the chord of said arc having a bearing of South 47 degrees 31 minutes 05 seconds West and a distance of 396.84 feet); thence South 00 degrees 13 minutes 07 seconds West along said East line 605.02 feet to a point 61.41 feet North of the Southeast corner of Section 23; thence South 86 degrees 20 minutes 23 seconds West 563.71 feet to the Southeasterly line of SBI Route 53 aforesaid; thence Southwesterly along said Southeasterly line being an arc of a circle convex Northwesterly and having a radius of 5862.50 feet for a distance of 86.64 feet to the East line of the West 50.0 feet of the East 1/4 of the Northeast 1/4 of Section 26 aforesaid (the chord of said arc having a bearing of South 36 degrees 47 minutes 07 seconds West and a distance of 86.64 feet); thence South 00 degrees 01 minutes 14 seconds East along said East line of the West 50.0 feet for a distance of 944.79 feet to the point of beginning, in Cook County, Illinois.

**Parcel 9: (Parts of 02-24-303-007 and 02-25-202-008)**

That part of the Southwest 1/4 of Section 24 and part of the Northwest 1/4 of Section 25 all in Township 42 North, Range 10, East of the Third Principal Meridian described as follows:

Commencing at the Southwest corner of said East 1/4 of the Northeast 1/4 of Section 26; thence North 00 degrees 01 minutes 14 seconds West along the West Line thereof 1644.24 feet; thence South 88 degrees 49 minutes 06 seconds East 50.01 feet; thence continue South 88 degrees 49 minutes 06 seconds East 413.43 feet; thence South 89 degrees 52 minutes 03 seconds East 593.91 feet; thence North 00 degrees 01 minutes 14 seconds West 944.59 feet; thence South 89 degrees 07 minutes 08 seconds East 271.81 feet to the point of beginning; thence continue South 89 degrees 07 minutes 08 seconds East 385.67 feet; thence North 00 degrees 07 minutes 46 seconds West 614.26 feet; thence North 89 degrees 57 minutes 59 seconds East 1155.59 feet; thence North 28 degrees 18 minutes 56 seconds West 285.71 feet to a point of curve; thence Northwesterly along an arc of a circle convex Westerly and having a radius of 324.19 feet for a distance of 192.43 feet to the South line of property conveyed to Village of Arlington Heights by Deed recorded as document no. 22467787 (the chord of said arc having a bearing of North 10 degrees 29 minutes 32 seconds West and a distance of 189.62 feet); thence North 59 degrees 16 minutes 10 seconds West along said line 918.76 feet; thence South 63 degrees 49 minutes 36 seconds West 214.46 feet to a point of curve; thence Southwesterly along an arc of a circle convex Northwesterly and having a radius of 7593.78 feet for a distance of 416.99 feet (the chord of said arc having a bearing of South 62 degrees 10 minutes 10 seconds West and a distance of 416.93 feet); thence South 00 degrees 52 minutes 52 seconds West 1227.35 feet to the point of beginning, in Cook County, Illinois.

**Parcel 10: (Permanent Index Number: Part of 02-25-202-008)**

That part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 25; thence Northerly along the East line of said Northeast 1/4, also being the centerline of Wilke Road, North 00 degrees 18 minutes 24 seconds East, a distance of 1355.85 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 149.37 feet to a point on a nontangent curve, also being the point of beginning; thence South 60 degrees, 28 minutes, 36 seconds West on a radial line to the above mentioned curve, 85.00 feet to the point of intersection with a curved line, thence Southwesterly along said curved line convexed to the Southeast 625.00 feet in radius, having a chord length of 1056.04 feet on a chord bearing of South 28 degrees, 07 minutes, 51 seconds West, for an arc length of 1257.82 feet to a point of tangency; thence South 85 degrees, 44 minutes 29 seconds West, a distance of 2760.17 feet; thence North 04 degrees, 12 minutes, 53

seconds West, a distance of 130.00 feet; thence at right angles to the last described line North 85 degrees, 47 minutes, 07 seconds East, a distance of 1033.84 feet to a point on a nontangent curve; thence Northeasterly along said curve convexed to the Northwest of 630.00 feet in radius, having a chord length of 1075.56 feet on a chord bearing North 01 degrees, 51 minutes, 44 seconds East, for an arc length of 1288.85 feet to a point of intersection with a straight line; thence along said line North 00 degrees, 00 minutes, 00 seconds East, a distance of 819.53 feet; thence at right angles to the last described line South 90 degrees, 00 minutes, 00 seconds East, a distance of 1388.00 feet; thence at right angles to the last described line South 00 degrees, 00 minutes, 00 seconds West, a distance of 579.27 feet; thence North 85 degrees, 47 minutes, 07 seconds East, a distance of 210.56 feet to a point of curvature; thence Southeasterly along a curved line convexed to the Northeast of 710.00 feet in radius, having a chord length of 759.74 feet on a bearing of South 61 degrees, 52 minutes, 09 seconds East, for an arc length of 801.65 feet to the point of intersection with a straight line, also being the point of beginning, all in Cook County, Illinois.

**Parcel 11: (Permanent Index Number: Part of 02-24-303-007)**

That part of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the Village of Arlington Heights, described as follows: commencing at the Southeast corner of said Southwest 1/4 of Section 24; thence North along the East line of said Southwest 1/4, having an Illinois East Zone grid bearing of North 00 degrees, 10 minutes 10 seconds East, 614.07 feet to the Southwesterly right-of-way line of the land conveyed to the Village of Arlington Heights March 2, 1978, by Document No. 24348059, for the point of beginning; thence North 59 degrees 20 minutes 40 seconds West, 1,6750.56 feet along said Southwesterly right-of-way line to the Southeasterly right-of-way line of S.B.I. Route 53; thence North 63 degrees 43 minutes 22 seconds East, 29.83 feet along said Southeasterly right-of-way line; thence South 59 degrees 20 minutes 40 seconds East, 1776.79 feet; thence South 30 degrees 39 minutes 20 seconds West, 15.00 feet; thence South 59 degrees 20 minutes 40 seconds East, 60.00 feet to the Easterly right-of-way line of aforesaid Document No. 24348059; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet along said Easterly right-of-way line to the South corner thereof; thence North 59 degrees 39 minutes 20 seconds West, 80.00 feet along aforesaid Southwesterly right-of-way line of Document No. 24348059; thence North 54 degrees 40 minutes 41 seconds West, 122.92 feet along Southwesterly right-of-way line to the point of beginning.

commonly described as 2200 West Euclid Avenue, Arlington Heights, Illinois.

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Arlington Heights, Illinois (*"Village"*):

WHEREAS, Arlington Park Racecourse, LLC, an Illinois limited liability company (*"Owner"*) is the owner of record of that certain property commonly known as 2200 W. Euclid Avenue in the Village (*"Property"*); and

WHEREAS, Ordinance No. 2022-_____, adopted by the Village President and Board of Trustees on March 7, 2022 (*"Ordinance"*), approves an extension of the term of variations previously granted to the Owner for the installation, operation, and maintenance of an electronic billboard sign on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner files, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Owner hereby unconditionally agrees to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance.

Dated: _____, 2022

ATTEST: ARLINGTON PARK RACECOURSE, LLC

By: _____ By: _____

Its: _____ Its: _____

**Village Board**
**6/5/2023**

**Item:** Bond Waiver - St Edna Church

**Department**: Building & Life Safety

Background
St. Edna Church is requesting a waiver of the bond requirement for two upcoming raffle events. There will be a 50/50 raffle at the Bingo event scheduled for July 21, 2023 and a 50/50 raffle at the Taste of St. Edna event held on July 22, 2023. Winners will be announced at 9:00pm on each night of the event.

Recommendation
It is recommended that the Village Board waive the bond requirement as requested by St. Edna Church.

**ATTACHMENTS:**

| **Description** | **Type** |
|---|---|
| Ltr. St Edna Church | Correspondence |

St. Edna Church

2525 N. Arlington Heights Road
Arlington Heights, IL 60004-2598
(847) 398-3362 Fax (847) 394-5226

May 1, 2023

To the Village Board of Arlington Heights:

St. Edna Parish will hold a raffle in conjunction with an evening of Bingo on the July 21, 2023, with a 50/50 raffle. St. Edna Parish will also hold a 50/50 raffle on July 22, 2023, at our Taste of St. Edna.

As a church and not-for-profit organization, we request a Raffle Bond Waiver for these two events.

We appreciate your consideration.

Sincerely,

Nancy M. Wolowicz

Nancy M. Wolowicz
Business Manager

**Village Board**
**6/5/2023**

**Item:** Bond Waiver - Our Lady of the Wayside Parish

**Department**: Building & Life Safety

Background
Our Lady of the Wayside Parish is requesting a waiver of the bond requirement for their 50/50 raffle. Tickets will be sold from May 15 to September 23, 2023, with the winner being determined at Oktoberfest on the parish grounds on September 23, 2023.

Value of prizes: Undetermined (50/50 raffle)

Recommendation
It is recommended that the Village Board waive the bond requirement as requested by Our Lady of the Wayside Parish.

**ATTACHMENTS:**

| **Description** | **Type** |
|---|---|
| Ltr. Our Lade of the Wayside Parish | Correspondence |

OUR LADY OF THE WAYSIDE PARISH

**434 West Park Street**
**Arlington Heights, IL 60005**
**847-253-5353**

May 8, 2023

Randy Recklaus
Village Manager
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005

Subject: Raffle License Application – Request for Fee Waiver

Dear Mr. Recklaus:

Our Lady of the Wayside Parish is submitting the enclosed Raffle License Application to run a 50/50 raffle for the parish. Also enclosed is a copy of the <non-profit certification title> for the parish.

The 50/50 raffle will run from shortly after the grant of the license until September 24, 2023, with the drawing being held during our Oktoberfest event that evening. The raffle, Oktoberfest and other events are being held throughout 2023 as part of our yearlong Celebrate 70! celebration of Our Lady of the Wayside's 70th anniversary of its founding. The proceeds of the raffle will assist in subsidizing the Celebrate 70! events as well as other parish ministries.

Due to the parish's long history and favorable reputation in the Arlington Heights community, we respectfully request a waiver of all fees for the Raffle License Application, including a waiver of the fidelity bond fee. As a condition of such waiver, the parish pledges to honestly perform its duties under the granted license and the applicable chapter of the Arlington Heights Village Code, including accurate accounting of proceeds and full payment of the awarded prize. If you or the Village Board have any questions about the Raffle License Application or this waiver request, please feel free to contact me at 224-518-1774, or our Raffle Manager, Scott Baxendale, at 847-909-3723, and we will provide any additional information that may be required.

Thank you in advance for your consideration of the Raffle License Application and this request for waiver of fees.

Very truly yours,

Ewelina Sokolowski
Operations Director
Our Lady of the Wayside Parish

OUR LADY OF THE WAYSIDE PARISH

**434 West Park Street**
**Arlington Heights, IL 60005**
**847-253-5353**

Encls.: Raffle License Application
Group Ruling IRS Determination 2022 Letter 082422
Group Ruling USCCB 2022 IRS Memo 09062022
OCD 2022 OL Wayside 05032023

CC: Fr. Artur Marat
Scott Baxendale
Sue Miller

**Village Board**
**6/5/2023**

**Item:** Walter E. Smithe Furniture - 1775 W. Rand Rd / Sign Variation - DC#22-097

**Department**: Planning & Community Development

## Requested Action

1. A variation from Chapter 30, section 30-402.a Number, to allow four wall signs, where only three wall signs are allowed.

2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 37.9 sf wall sign on the south wall of the building, where 0 sf is allowed.

## Recommendation

A public meeting was held by the Design Commission on May 23, 2023 where Commissioner Eckhardt moved and Commissioner Seyer seconded:

A motion to recommend to the Village Board of Trustees, approval of the following sign variations for Walter E. Smithe Furniture at 1775 W. Rand Road:

1. A variation from Chapter 30, section 30-402.a Number, to allow four wall signs, where only three wall signs are allowed.

2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 37.9 sf wall sign on the south wall of the building, where 0 sf is allowed.

This recommendation is subject to compliance with the plans received 3/6/23, Federal, State, and Village Codes, regulations, and policies, and the issuance of all required permits, and the following conditions:

1. That Sign 5 and Sign 6 on the western portion of the north and south elevations remain and be updated, and Sign 1 and Sign 3 on the eastern portion of the north and south elevations be eliminated.

2. That the illumination of the wall sign on the east elevation (Wilke Road) be similar to or less than the illumination of the existing wall sign located there, to

be sensitive to the residential across the street. The petitioner states the illumination will be halo lit on the letters, which is less than face lit illumination.

3. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.

Roll Call Vote: Commissioners Seyer, Eckhardt, Kingsley and Chair Kubow voted in favor. Motion carried.

**ATTACHMENTS:**

| **Description** | **Type** |
|---|---|
| Staff Report | Board or Commission Report |
| DC Minutes 5-23-23 - DRAFT | Minutes |
| 5-25-23 REVISED Exhibits | Exhibits |
| 5-23-23 Exhibits | Exhibits |
| DC Timeline Tracker | Exhibits |

# STAFF DESIGN COMMISSION REPORT

| PROJECT INFORMATION: | | PETITION INFORMATION: | |
|---|---|---|---|
| Project Name: | Walter E. Smithe – Sign Variation | DC Number: | 22-097 |
| Project Address: | 1775 W. Rand Road | Petitioner Name: | Matt Pyter |
| Prepared By: | Steve Hautzinger | Petitioner Address: | Olympik Signs<br>1130 N Garfield<br>Lombard, IL 60148 |
| Date Prepared: | April 18, 2023 | Meeting Date: | May 23, 2023 |

Requested Action(s):

1. A variation from Chapter 30, section 30-402.a Number, to allow four wall signs, where only three wall signs are allowed.
2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 37.9 sf wall sign on the south wall of the building, where 0 sf is allowed.

## ANALYSIS:

The subject design is being forwarded to the Design Commission for review pursuant to Chapter 6 of the Municipal Code, specifically Section 6-501 (e)(1), which states that the Design Commission "shall review all Plan Commission, Zoning Board of Appeals, Building Permit and Sign Permit applications for new construction and those improvements which affect the architectural design of the building, site improvements or signage to determine whether it meets with the standards, requirements and purposes of the Design Guidelines and Chapter 30, Sign Regulations."

Background and Summary:

The existing building was constructed in two phases. The original west half of the building was approved in 1999 as a single-tenant Walter E. Smithe furniture store. Then, in 2002 the east half of the building was approved to accommodate a separate tenant, Drexel Heritage. At this time, Drexel Heritage has left the building, and Walter E. Smithe has expanded to occupy the entire building. Per code, wall sign requirements vary for single-tenant versus multi-tenant buildings. Multi-tenant buildings are allowed an additional wall sign on an additional wall that faces a privately-owned shared parking. The existing building currently has 6 code compliant wall signs: 3 signs for Walter E. Smithe, and 3 signs for Drexel Heritage (see Table 1 below for a complete summary). Walter E. Smithe is currently proposing 4 wall signs (see Table 2 below for a complete summary), where a maximum of 3 wall signs are allowed (one per street frontage). Since Walter E. Smithe is occupying the entire building, a wall sign facing the private parking area is no longer allowed.

It should be noted that in 2000, Walter E Smithe requested this same variation to allow four wall signs (one on each side of the building) where a maximum of three wall signs are allowed. The Design Commission denied the request.

In addition to wall signage, this property also has two large ground signs. One ground sign is located at the street intersection of Rand Road and Wilke Road, and the other ground sign is facing Route 53. A variation was approved in 2002 to allow the ground sign facing Route 53 to be 100 sf in size, where 80 sf is the maximum allowed.

Table 1: Existing Wall Signs Summary:

| SIGN | ELEVATION / FRONTAGE | SIGNABLE AREA | 25% OF SIGNABLE AREA | SIGN SIZE | REMARKS |
|---|---|---|---|---|---|
| Sign 1. "DREXEL HERITAGE" | South Elevation / no street frontage | 250 sf | 62.5 sf | 48 sf | Sign to be replaced |
| Sign 2. "DREXEL HERITAGE" | East Elevation / Wilke Road | 560 sf | 140 sf | 88 sf | Sign to be replaced |
| Sign 3. "DREXEL HERITAGE" | North Elevation / Rand Road | 510 sf | 127.5 sf | 88 sf | Sign to be replaced |
| Sign 4. "WALTER E. SMITHE FURNITURE" | West Elevation / Route 53 | 560 sf | 140 sf | 126.5 sf | Sign to be replaced |
| Sign 5. "SMITHE" | North Elevation / Rand Road | 250 sf | 62.5 sf | 52 sf | Sign to be removed |
| Sign 6. "SMITHE" | South Elevation / no street frontage | 250 sf | 62.5 sf | 52 sf | Sign to be removed |
| TOTAL | | | | 454.5 sf | |

Table 2: Proposed Wall Signs Summary:

| SIGN | ELEVATION / FRONTAGE | SIGNABLE AREA | 25% OF SIGNABLE AREA | SIGN SIZE | REMARKS |
|---|---|---|---|---|---|
| Sign 1. "WALTER E. SMITHE" | South Elevation / no street frontage | 250 sf | 62.5 sf | 37.9 sf | Variation required due to no street frontage. |
| Sign 2. "WALTER E. SMITHE" | East Elevation / Wilke Road | 560 sf | 140 sf | 82.5 sf | Complies with code. |
| Sign 3. "WALTER E. SMITHE" | North Elevation / Rand Road | 510 sf | 127.5 sf | 84.5 sf | Complies with code. |
| Sign 4. "WALTER E. SMITHE" | West Elevation / Route 53 | 560 sf | 140 sf | 84.5 sf | Complies with code. |
| TOTAL | | | | 289.4 sf | |

Zoning Map of Property:

Surrounding Land Uses:

| *Direction* | *Existing Zoning* | *Existing Use* |
|---|---|---|
| Subject Property | B-2, General Business District | Walter E. Smithe |
| North | R-1, One Family Dwelling District<br>Outside Village Boundary | Vacant<br>Randhill Park Cemetery |
| South | Outside of Village Boundary | Route 53 Highway |
| East | R-6, Multiple-Family Dwelling District | The Pointe Luxury Apartments |
| West | Outside of Village Boundary | Route 53 Highway |

Sign Variation Criteria:

The Village Sign Code, Chapter 30, Section 30-901 sets out the criteria for granting a sign variation.

a. *That the particular difficulty or peculiar hardship is not self-created by the Petitioner.*
b. *That the granting of said variation will not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, morals and welfare;*
c. *That the variation will serve to relieve the Petitioner from a difficulty attributable to the location, topography, circumstances on nearby properties or other peculiar hardship, and will not merely serve to provide the Petitioner with a competitive advantage over similar businesses;*
d. *That the variation will not alter the essential character of the locality;*
e. *That the Petitioner's business cannot reasonably function under the standards of this chapter.*

The petitioner has submitted a letter addressing the sign variation criteria stating that the hardship is not self-created and it is due to the building's unique architectural features since the building was originally a multi-tenant space, which has now been updated to a single tenant occupancy. They are requesting signs #1, 2, & 3 to most prominently signify that Walter E. Smithe occupies the full building and no longer includes the former tenant Drexel Heritage. They are also requesting sign #4 on the west elevation since they consider the west elevation to be the primary business identification for southbound traffic on Rand Road. They want Walter E. Smithe to be visible on all four elevations.

Staff Comments:

As was the case when this same request was made in 2002, Staff feels that three wall signs and two ground signs is plenty of signage to identify the business, and there is no justification for a fourth wall sign which could be considered a competitive advantage over other businesses that have complied with code.

In regards to the placement of the three code-compliant wall signs, Staff questions the logic behind the requested signs. The wall signs on the east end of the building are less visible than the signs on the west end of the building, and there is already a large ground sign located directly adjacent to the proposed east wall sign. The petitioner has indicated that sign #6 is the main entrance to the store, and it seems odd to remove the sign above the main entrance. Staff recommends denial of the variation for four wall signs, but instead recommends keeping signs 4, 5, & 6 as the three code-compliant wall signs, instead of signs 1, 2, 3, & 4.

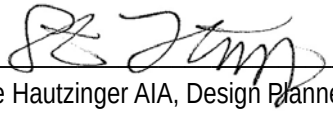
RECOMMENDATION

It is recommended that the Design Commission recommend denial to the Village Board for the following sign variations for *Walter E. Smithe* at 1775 W. Rand Road:

1. A variation from Chapter 30, section 30-402.a Number, to allow four wall signs, where only three wall signs are allowed.
2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 37.9 sf wall sign on the south wall of the building, where 0 sf is allowed.

This recommendation is based on the plans received 3/6/23, Federal, State, and Village Codes, regulations, and policies, and the issuance of all required permits, and the following conditions:

1. A recommendation to keep signs 4, 5, & 6, instead of signs 1, 2, 3, & 4.
2. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.



April 18, 2023

Steve Hautzinger AIA, Design Planner
Department of Planning & Community Development

c: Charles Witherington-Perkins, Director of Planning and Community Development, Petitioner, DC File 22-097

# DRAFT

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION

HELD AT THE ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
MAY 23, 2023

Chair Kubow called the meeting to order at 6:30 p.m.

| | |
|---|---|
| Members Present: | Jonathan Kubow, Chair<br>John Fitzgerald<br>Kirsten Kingsley<br>Ted Eckhardt<br>Scott Seyer |
| Members Absent: | None |
| Also Present: | Walter E. Smithe, Owner of *Walter E. Smithe Furniture*<br>Rob Whitehead, Olympik Signs for *Walter E. Smithe Furniture*<br>Steve Hautzinger, Planning Staff |

## REVIEW OF MEETING MINUTES FOR MAY 9, 2023

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER KINGSLEY, TO APPROVE THE MEETING MINUTES OF MAY 9, 2023. ALL WERE IN FAVOR. MOTION CARRIED.

DRAFT

ITEM 1. SIGN VARIATION REVIEW

DC#22-097 – Walter E. Smithe Furniture – 1775 W. Rand Rd.

Walter E. Smithe, representing Walter E. Smithe Furniture, and Rob Whitehead, representing *Olympik Signs,* were present on behalf of the project.

Mr. Hautzinger presented Staff comments. The petitioner is seeking a sign variation request to allow 4 wall signs where a maximum 3 wall signs are allowed. The existing building was constructed in two phases. The original west half of the building was approved in 1999 as a single-tenant Walter E. Smithe furniture store. Then, in 2002 the east half of the building was approved to accommodate a separate tenant, Drexel Heritage. At this time, Drexel Heritage has left the building, and Walter E. Smithe has expanded to occupy the entire building. Per code, wall sign requirements vary for single-tenant versus multi-tenant buildings. Multi-tenant buildings are allowed an additional wall sign on an additional wall that faces a privately-owned shared parking lot. The existing building currently has 6 code compliant wall signs: 3 signs for Walter E. Smithe, and 3 signs for Drexel Heritage. Walter E. Smithe is currently proposing 4 wall signs, where a maximum of 3 wall signs are allowed (one per street frontage). Since Walter E. Smithe now occupies the entire building, an additional wall sign facing the private parking area is no longer allowed.

It should be noted that in 2000, Walter E. Smithe requested this same variation to allow four wall signs (one on each side of the building) where a maximum of three wall signs are allowed. The Design Commission denied the request.

In addition to wall signage, this property also has two large ground signs. One ground sign is located at the street intersection of Rand Road and Wilke Road, and the other ground sign is facing Route 53. A variation was approved in 2002 to allow the ground sign facing Route 53 to be 100 sf in size, where 80 sf is the maximum allowed. Images and views of the existing wall signs were presented for reference and clarification.

The petitioner has submitted a letter addressing the sign variation criteria stating that the hardship is not self-created and it is due to the building's unique architectural features since the building was originally a multi-tenant space, which has now been updated to a single tenant occupancy. They are requesting signs #1, 2, & 3 to most prominently signify that Walter E. Smithe occupies the full building and no longer includes the former tenant Drexel Heritage. They are also requesting sign #4 on the west elevation since they consider the west elevation to be the primary business identification for southbound traffic on Rand Road. They want Walter E. Smithe to be visible on all four elevations.

Mr. Hautzinger said that as was the case when this same request was made in 2002, Staff feels that three wall signs and two ground signs is adequate signage to identify the business, and there is no justification for a fourth wall sign which could be considered a competitive advantage over other businesses that have complied with code.

Additionally, with regards to the placement of the three code-compliant wall signs, Staff questions the logic behind the requested signs. The wall signs on the east end of the building are less visible than the signs on the west end of the building, and there is already a large ground sign located directly adjacent to the proposed east wall sign. The petitioner has indicated that sign #6 is the main entrance to the store, and it seems odd to remove the sign above the main entrance. Staff recommends denial of the variation for four wall signs, but instead recommends keeping signs 4, 5, & 6 as the three code-compliant wall signs, instead of signs 1, 2, 3, & 4.

Mr. Whitehead said they are in the process of updating signage for Walter E. Smithe Furniture to reflect the new logo as a result of the departure of the Drexel Heritage brand. The existing wall signs that read 'Smithe' will be changed to read 'Walter E. Smithe", and the total amount of signage will be reduced from 450 sf to 289 sf. The existing signs were installed 20 years ago and are in need of updating, and the building will look cleaner with painting also being done. They are in agreement with moving the new "Walter E. Smithe" wall sign (Sign #1) at the east side of the south elevation over to the main entrance at the west end of the south elevation (Sign #6), as well as moving Sign #3 on the east end of the north elevation over to the location of Sign #5 on the west end of the north elevation.

DRAFT

Mr. Smithe said the building is in need of some updating and the existing signage needs to be replaced because of the departure of the Drexel Heritage brand. They are proposing less signs and less total square footage, and the variation request seems reasonable to them based on the hardship of this odd building and the odd location it presents. They agree with the suggestion to keep signage where Signs 5 & 6 are located, and he asked that a fourth wall sign be allowed on the east elevation, recognizing that Staff does not support this and that the Village Board will make the final determination. Mr. Smithe felt their request was in the best interest of this far corner location in Arlington Heights, which many of their customers think is actually Palatine.

Chair Kubow asked if there was any public comment on the project and there was no response from the audience.

The commissioners summarized their comments. Commissioner Seyer was concerned about the illumination of a new wall sign on the east elevation, because of the residential area across the street. Mr. Whitehead said that all existing signage is illuminated; however, it is not face lit, but rather a reverse halo lit letter, so that only the outline of the letters splash lighting off the building wall. Commissioner Seyer agreed with Staff's suggestion to keep signage on the west side of the north and south elevations (Signs 5 & 6), and eliminate Sign 1 and Sign 3 on the east side of the north and south elevations. He also saw the need for wall signage on the east side of the building (Sign 2), although he had concerns about the lighting impact of that new sign. Mr. Whitehead pointed out that the new wall sign (Sign 2) on the east elevation is smaller than the wall sign that currently exists there, and should have less brightness. Commissioner Seyer concluded that the new wall sign on the east elevation will be similarly lit and be a minor change to the wall sign that is already there.

Commissioner Kingsley agreed that moving the signs to locations 5 & 6 makes sense, especially since those are the celebrated areas of the building. She referred to the photo of the east elevation that shows the existing ground sign and the existing landscaping. She asked if the existing ground signs are being updated, and Mr. Smithe replied that they have been exploring that, but it is not part of this current project. Commissioner Kingsley said that since the wall sign on the east elevation will not be very visible because of the trees, she could go either way with a wall sign there, and felt the existing ground sign will be more visible than a wall sign in that location.

Commissioner Eckhardt supported the request for a variation to allow four wall signs, one on each side of the building, since the building is very big with a lot of lineal footage around it, with customers coming from many surrounding communities. A wall sign on the east elevation is very important, and he agreed with Staff that the western portion of the building is more prominent and the signable areas there are more designed and appropriate for signage (signs 5 & 6). He agreed with Commissioner Kingsley about the existing ground signs, which are important and should be updated as well. This is a tough location in the Village and he supports the variation request.

Commissioner Fitzgerald was in support of the sign variation request to allow four wall signs, including a wall sign on the east elevation, because of the size of the building, the location with the angle of the street, the existing ramp from Route 53 and the stoplight. He also liked the idea of moving the wall signs at the east side of the north and south elevation over to the west side of those elevations as an option.

Chair Kubow agreed with the comments made. This is a unique location and a uniquely designed building, and some of the existing signage is hard to see because of the foliage. He was in full support of the variation.

A MOTION WAS MADE BY COMMISSIONER ECKHARDT, SECONDED BY COMMISSIONER SEYER, TO RECOMMEND TO THE VILLAGE BOARD OF TRUSTEES, APPROVAL OF THE FOLLOWING SIGN VARIATIONS FOR *WALTER E. SMITHE FURNITURE* AT 1775 W. RAND ROAD:

1. A VARIATION FROM CHAPTER 30, SECTION 30-402.A NUMBER, TO ALLOW FOUR WALL SIGNS, WHERE ONLY THREE WALL SIGNS ARE ALLOWED.
2. A VARIATION FROM CHAPTER 30, SECTION 30-403.A DIMENSIONS, TO ALLOW A 37.9 SF WALL SIGN ON THE SOUTH WALL OF THE BUILDING, WHERE 0 SF IS ALLOWED.

THIS RECOMMENDATION IS SUBJECT TO COMPLIANCE WITH THE PLANS RECEIVED 3/6/23, FEDERAL, STATE, AND VILLAGE CODES, REGULATIONS, AND POLICIES, AND THE ISSUANCE OF ALL REQUIRED PERMITS, AND THE FOLLOWING CONDITIONS:

1. THAT SIGN 5 & SIGN 6 ON THE WESTERN PORTION OF THE NORTH AND SOUTH ELEVATIONS REMAIN AND BE UPDATED, AND SIGN 1 & SIGN 3 ON THE EASTERN PORTION OF THE NORTH AND SOUTH ELEVATIONS BE ELIMINATED.
2. THAT THE ILLUMINATION OF THE WALL SIGN ON THE EAST ELEVATION (WILKE ROAD) BE SIMILAR TO OR LESS THAN THE ILLUMINATION OF THE EXISTING WALL SIGN LOCATED THERE, TO BE SENSITIVE TO THE RESIDENTIAL ACROSS THE STREET. THE PETITIONER STATES THE ILLUMINATION WILL BE HALO LIT ON THE LETTERS, WHICH IS LESS THAN FACE LIT ILLUMINATION.
3. THIS REVIEW DEALS WITH ARCHITECTURAL DESIGN ONLY AND SHOULD NOT BE CONSTRUED TO BE AN APPROVAL OF, OR TO HAVE ANY OTHER IMPACT ON, ANY OTHER ZONING AND/OR LAND USE ISSUES OR DECISIONS THAT STEM FROM ZONING, BUILDING, SIGNAGE OR ANY OTHER REVIEWS. IN ADDITION TO THE NORMAL TECHNICAL REVIEW, PERMIT DRAWINGS WILL BE REVIEWED FOR CONSISTENCY WITH THE DESIGN COMMISSION AND ANY OTHER COMMISSION OR BOARD APPROVAL CONDITIONS. IT IS THE ARCHITECT/HOMEOWNER/BUILDER'S RESPONSIBILITY TO COMPLY WITH THE DESIGN COMMISSION APPROVAL AND ENSURE THAT BUILDING PERMIT PLANS COMPLY WITH ALL ZONING CODE, BUILDING PERMIT AND SIGNAGE REQUIREMENTS.

Commissioner Seyer said it would be helpful for the petitioner to provide a photo of the existing Wilke Road signage at night, to illustrate to the Village Board that there is not much difference in brightness of the existing wall sign and the new wall sign. This should alleviate a lot of concerns, as well as the locations of the 3 wall signs that will capture the main portion of the building.

SEYER, AYE; ECKHARDT, AYE; KINGSLEY, AYE; FITZGERALD, AYE; KUBOW, AYE.
ALL WERE IN FAVOR. MOTION CARRIED.

DRAFT

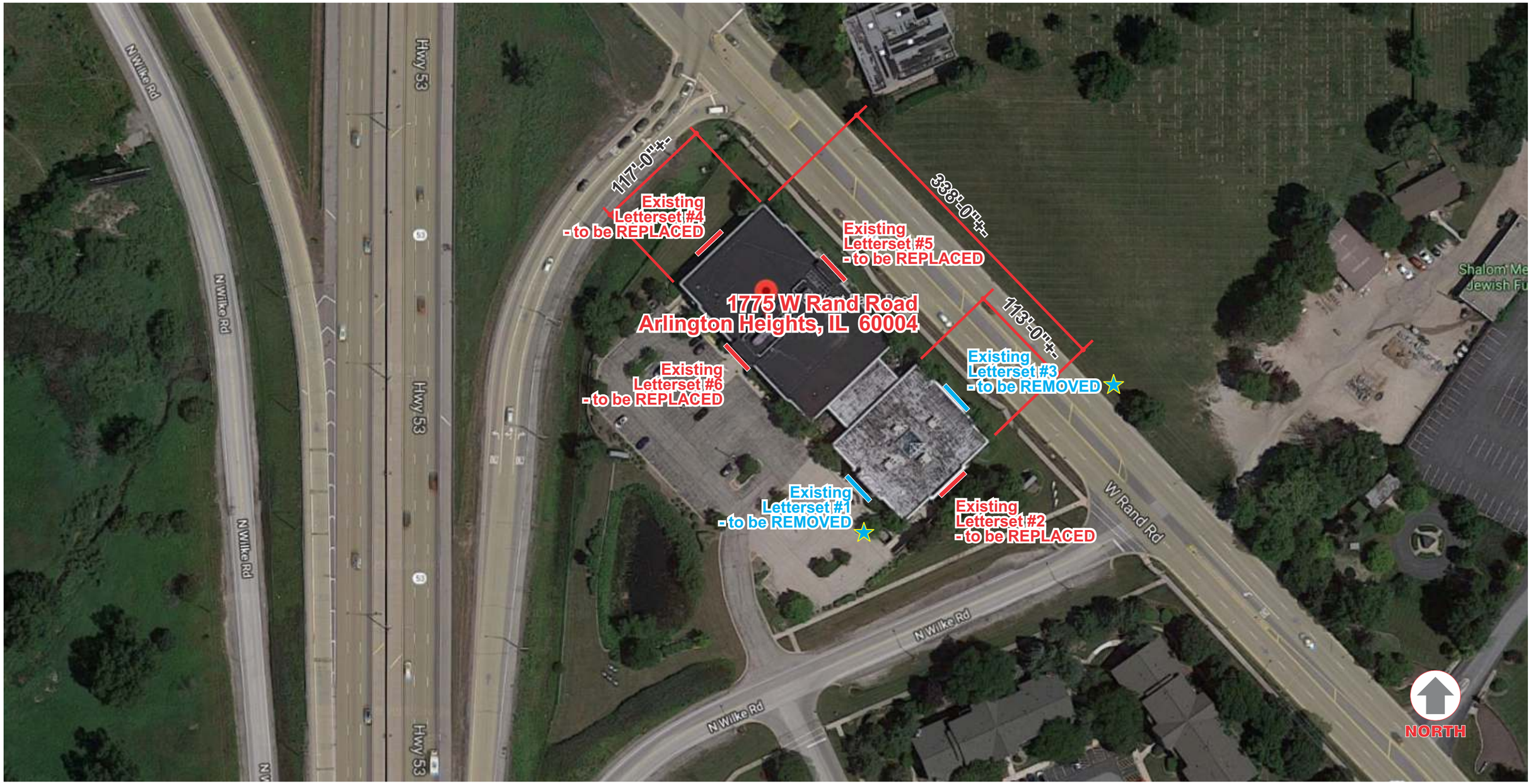
## ITEM 2. OTHER BUSINESS

### Public Comment

There was none.

A MOTION WAS MADE BY COMMISSIONER ECKAHRDT, SECONDED BY COMMISSIONER SEYER, TO ADJOURN THE MEETING AT 7:00 P.M. ALL WERE IN FAVOR. THE MOTION CARRIED.

DRAFT




## Site Plan -

Est. 1945
WALTER E. SMITHE
Furniture & Design

OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148
Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

account representative: ROB WHITEHEAD
client: 1775 W Rand Road, Arlington Heights, IL 60004
drawn by: PAMELA F

- job#: 22-9063
- 03-22-22
- rev.# 05-24-23

**Comments:**

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Existing
Letterset #6
- to be REPLACED

SOUTH ELEV. (Parking Lot)

Existing
Letterset #1
- to be REMOVED

SOUTH ELEV. (Parking Lot)

Existing
Letterset #3
- to be REMOVED

NORTH ELEV. (Rand Rd.)

Existing
Letterset #5
- to be REPLACED

NORTH ELEV. (Rand Rd.)

Existing
Letterset #2
- to be REPLACED

EAST ELEV. (Wilke Rd.)

Existing
Letterset #4
- to be REPLACED

WEST ELEV. (Rt. 53 Ramp)

# PROPOSED SIGNS

**Proposed Building Elevations -**

Est. 1945
WALTER E. SMITHE
Furniture & Design

account representative: ROB WHITEHEAD
client
1775 W Rand Road
Arlington Heights, IL 60004
drawn by: PAMELA F

- job#: 22-9063
- 03-22-22
- rev.# 05-24-23

Comments:

EXISTING ELEVATIONS

OLYMPIK SIGNS
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Lombard, IL 60148
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53
N Rte 53
N Wilke Rd
W Rand
1775
1646-1654
52'-4"
WALTER E. SMITHE FURNITURE
EXISTING
Northwest Elevation - Sign#4 - Before
Existing Square Footage 126.5
4
WALTER E SMITHE
PROPOSED - DAY
Northwest Elevation - Sign#4 - AFTER
18'-8½"
17'-0"
SMITHE
EXISTING
Northwest Elevation - Sign#5 - Before
Existing Square Footage 51.0
5
WALTER E. SMITHE
PROPOSED
Northwest Elevation - Sign#5 - AFTER
112'-0" Brick Wall Width
32'-0"
DREXEL HERITAGE
Northeast Elevation - Sign#3 - Before
Existing Square Footage 88.0
3
PROPOSED - DAY
Northeast Elevation - Sign#3 - AFTER
18'-8½"
17'-0"
SMITHE
EXISTING
Southwest Elevation - Sign#6 - Before
Existing Square Footage 46.5
6
WALTER E. SMITHE
PROPOSED
Southwest Elevation - Sign#6 - AFTER
18'-8½"
12'-0"
DREXEL HERITAGE
EXISTING
Southwest Elevation - Sign#1 - Before
Existing Square Footage 48.0
1
PROPOSED - DAY
Southwest Elevation - Sign#1 - AFTER
112'-0"
32'-0"
DREXEL HERITAGE
EXISTING
2
Southeast Elevation - Sign#2 - Before
Existing Square Footage 88.0
WALTER E. SMITHE
PROPOSED - DAY
Southeast Elevation - Sign#2 - AFTER

## Southwest Elevation - Sign#1 - Before

*Existing Square Footage 48.0*

## Southwest Elevation - Sign#1 - *AFTER*

## REMOVE Existing Channel Letterset -

Scale 1/4" = 1'-0"
Remove existing letterset, disconnect electrical, patch, repair and paint entire wall area restoring wall back to it's original condition. Paint color to be determined.

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SIGN TO BE REMOVED

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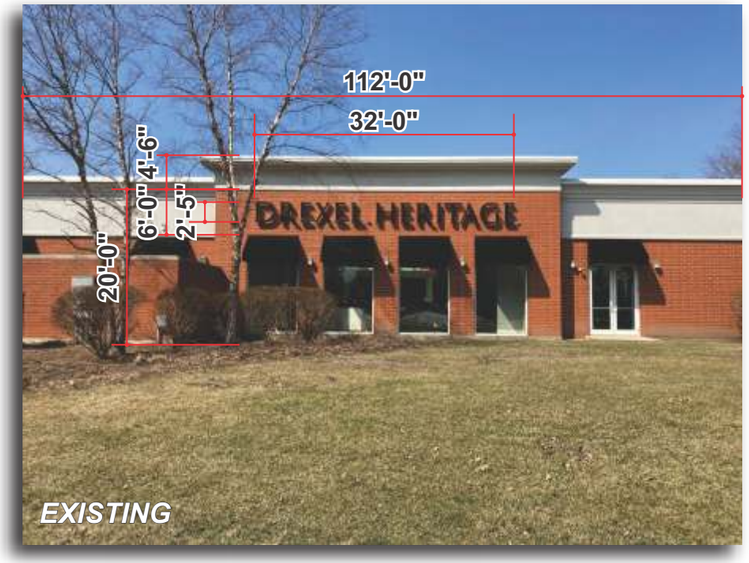
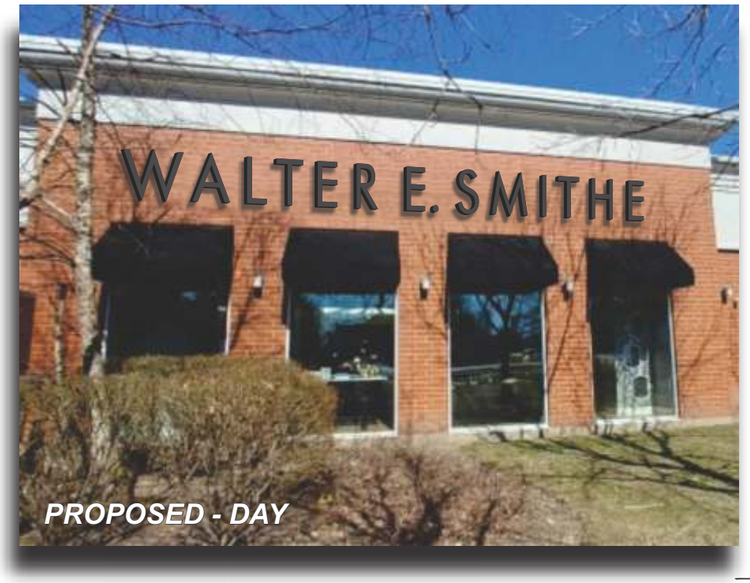
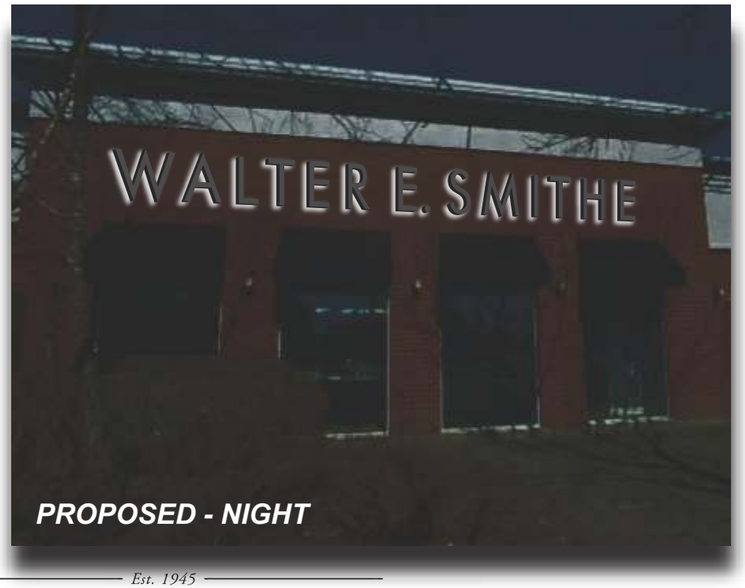


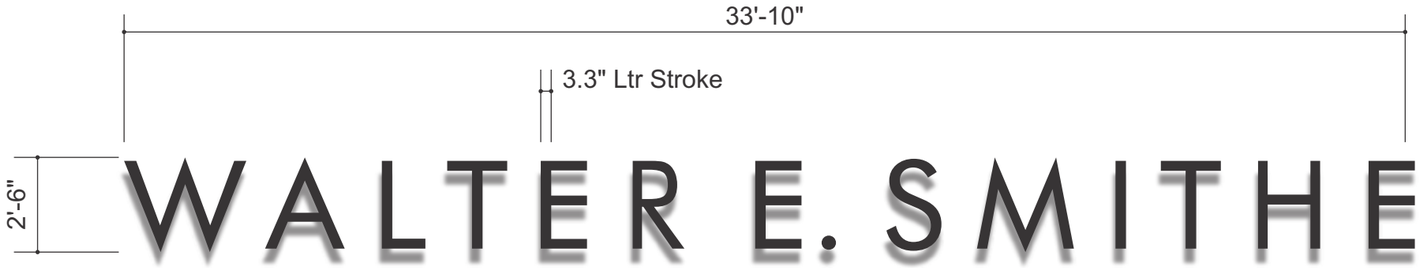

## Southeast Elevation - Sign#2 - Before

*Existing Square Footage 88.0*



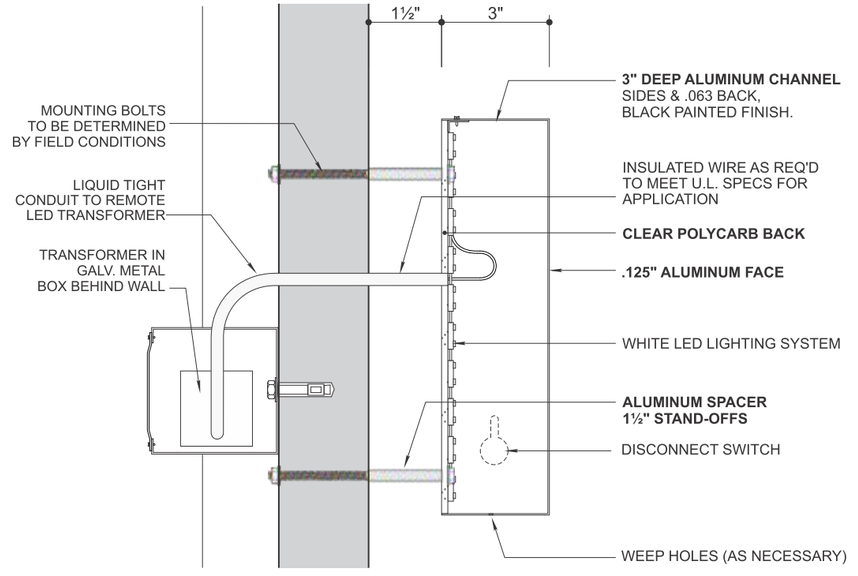

## Southeast Elevation - Sign#2 - *AFTER*




**Front View**

## Halo-Lit Channel Letterset -

Scale 1/4" = 1'-0"
**Qty: (1) Required**
**Square Footage: 84.5**
3" deep aluminum channel Halo-Lit letterset with 1-1/2" stand-offs. Face and returns painted Black. Sign to illuminate with White LED Modules. Drawing for concept purpose only.




## Section A -

Scale N.T.S.
Stand-Off mounted internally illuminated letterset.
Remote electrical.

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## Northeast Elevation - Sign#3 - Before

*Existing Square Footage 88.0*

## Northeast Elevation - Sign#3 - *AFTER*

## REMOVE Existing Channel Letterset -

Scale 1/4" = 1'-0"
Remove existing letterset, disconnect electrical, patch, repair and paint entire wall area restoring wall back to it's original condition. Paint color to be determined.

OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148
Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

account representative: ROB WHITEHEAD
client: Est. 1945 WALTER E. SMITHE Furniture & Design
1775 W Rand Road
Arlington Heights, IL 60004
drawn by: PAMELA F

- job#: 22-9063
- 03-22-22
- rev.# 05-24-23

**Comments:**

SIGN TO BE REMOVED

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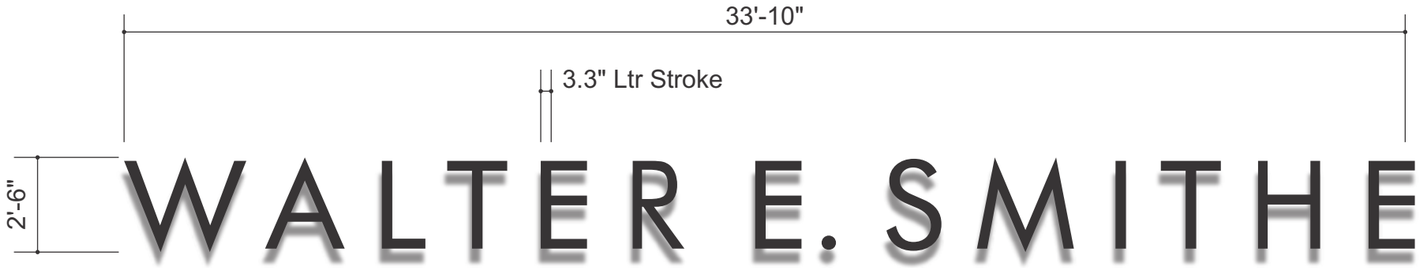
## Northwest Elevation - Sign#4 - Before

*Existing Square Footage 126.5*

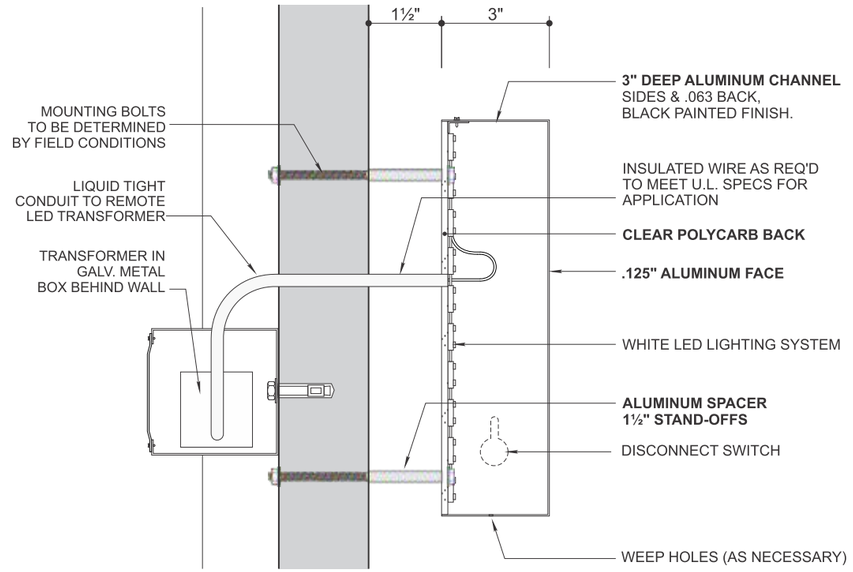
## Northwest Elevation - Sign#4 - *AFTER*




**Front View**

## Halo-Lit Channel Letterset -

Scale 1/4" = 1'-0"
**Qty: (1) Required**
**Square Footage: 84.5**
3" deep aluminum channel Halo-Lit letterset with 1-1/2" stand-offs. Face and returns painted Black. Sign to illuminate with White LED Modules. Drawing for concept purpose only.




## Section A -

Scale N.T.S.
Stand-Off mounted internally illuminated letterset.
Remote electrical.

Est. 1945
WALTER E. SMITHE
Furniture & Design

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**Comments:**

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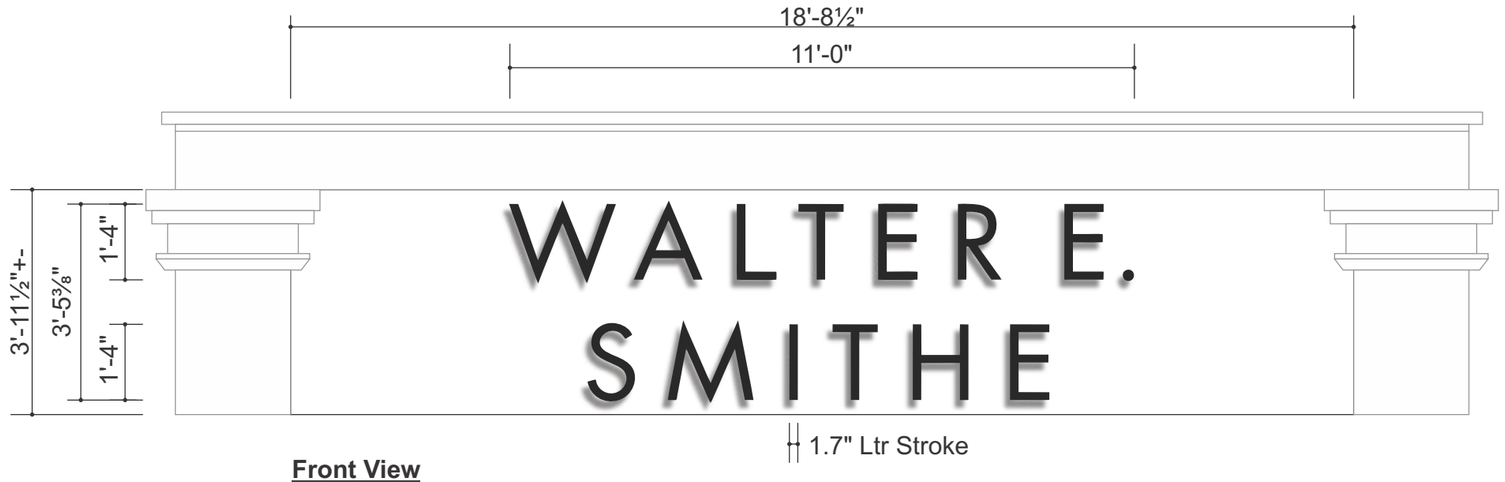
## Northwest Elevation - Sign#5 - Before

*Existing Square Footage 51.0*

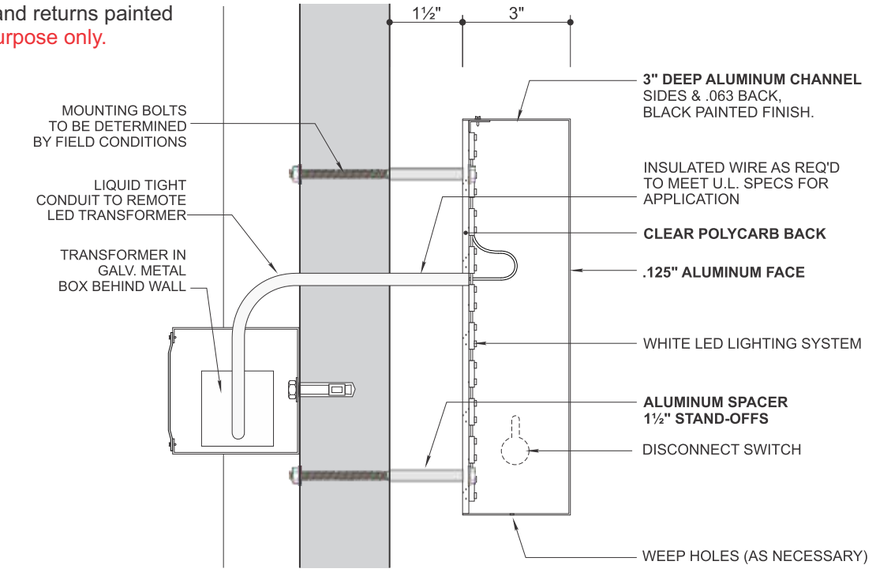
## Northwest Elevation - Sign#5 - *AFTER*




**Front View**

## Halo-Lit Channel Letterset -

Scale 3/8" = 1'-0" | **Qty: (1) Required | Square Footage: 37.9**
3" Deep Aluminum channel Halo-Lit letterset with 1-1/2" stand-offs. Face and returns painted Black. Sign to illuminate with White LED Modules. Drawing for concept purpose only.




## Section A -

Scale N.T.S.
Stand-Off mounted internally illuminated letterset.
Remote electrical.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Furniture & Design
1775 W Rand Road
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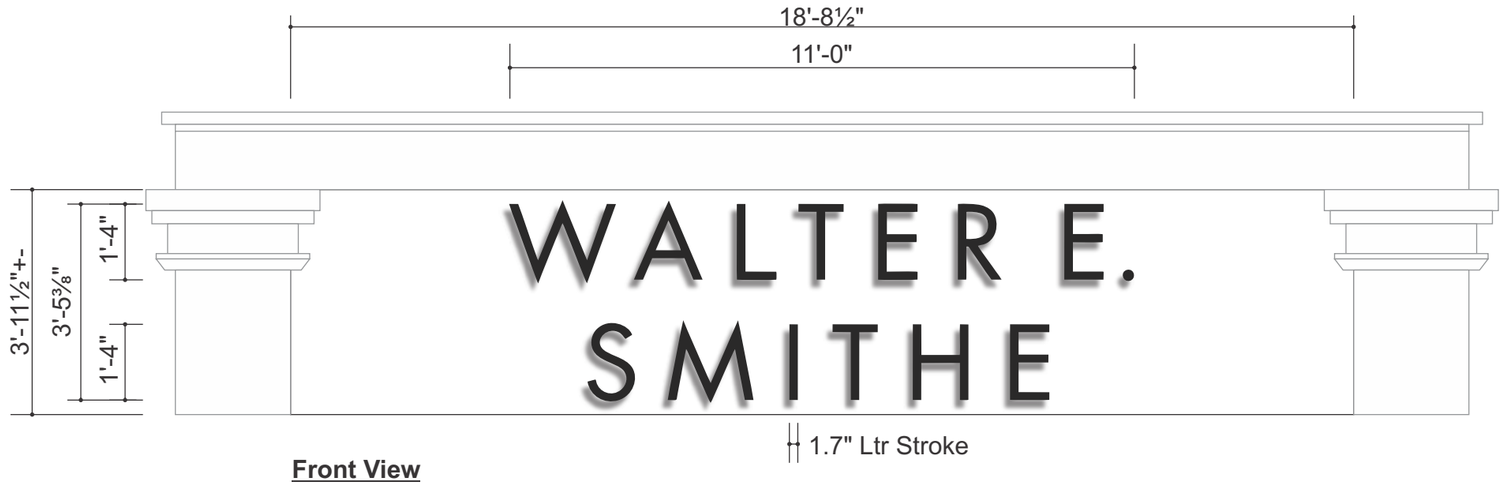
## Southwest Elevation - Sign#6 - Before

*Existing Square Footage 46.5*

## Southwest Elevation - Sign#6 - *AFTER*




**Front View**

## Halo-Lit Channel Letterset -

Scale 3/8" = 1'-0" | **Qty: (1) Required | Square Footage: 37.9**
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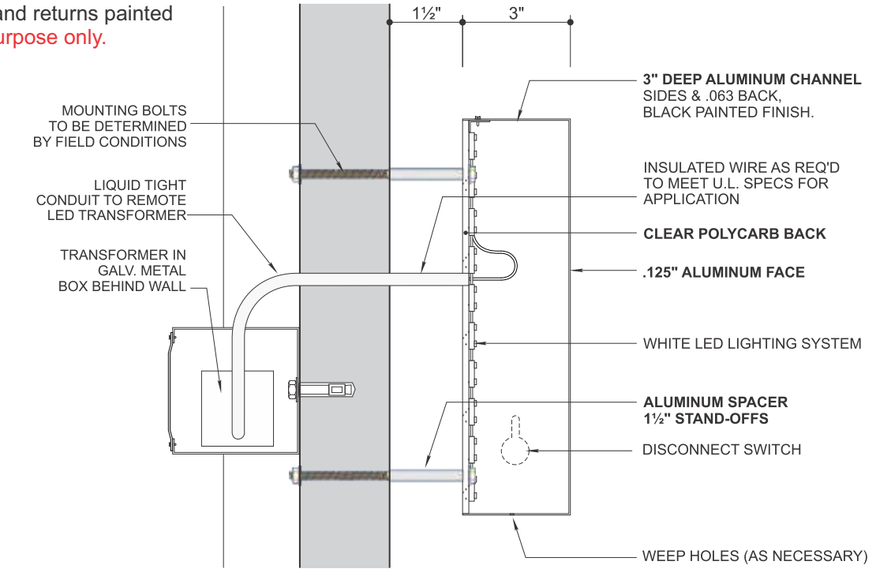


## Section A -

Scale N.T.S.
Stand-Off mounted internally illuminated letterset.
Remote electrical.


OLYMPIK SIGNS
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**SECTION 30-902 Standards**

**a. The particular difficulty or peculiar hardship is not self-created by the petitioner;**

*Response:* Walter E Smithe's particular hardship is not self-created and is due to the buildings unique architectural features as the building was originally a multi-tenant space, which has been updated to a single tenant occupancy.

The main entrance is located at the northwest corner of the property, identified on rendering site plan as location #6 and will not receive a wall sign above this specific entrance.

Walter E Smithe is requesting Signs # 1, 2 & 3 to most prominently signify that Walter E Smithe occupies the full building and no longer includes the former tenant Drexel Heritage.

Walter E Smithe is requesting Sign # 4 as they consider this elevation to be the primary business ID for southbound traffic.

With the proposed sign plan consisting of signs #1, 2, 3 & 4, Walter E Smithe is removing and not replacing existing signs referenced as #5 & 6.

**b. The granting of the variation shall not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, morals and welfare**

*Response:* The proposed sign package consisting of four (4) wall signs, one on each side of the building, will not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, morals and welfare. The proposed signage locations seeks to allow Walter E Smithe visible signage on all four (4) elevations.

**c. The variation will serve to relieve the applicant from a difficulty attributable to the location, topography, circumstances on nearby properties or other peculiar hardship; and not merely serve to provide the application with a competitive advantage over similar businesses**

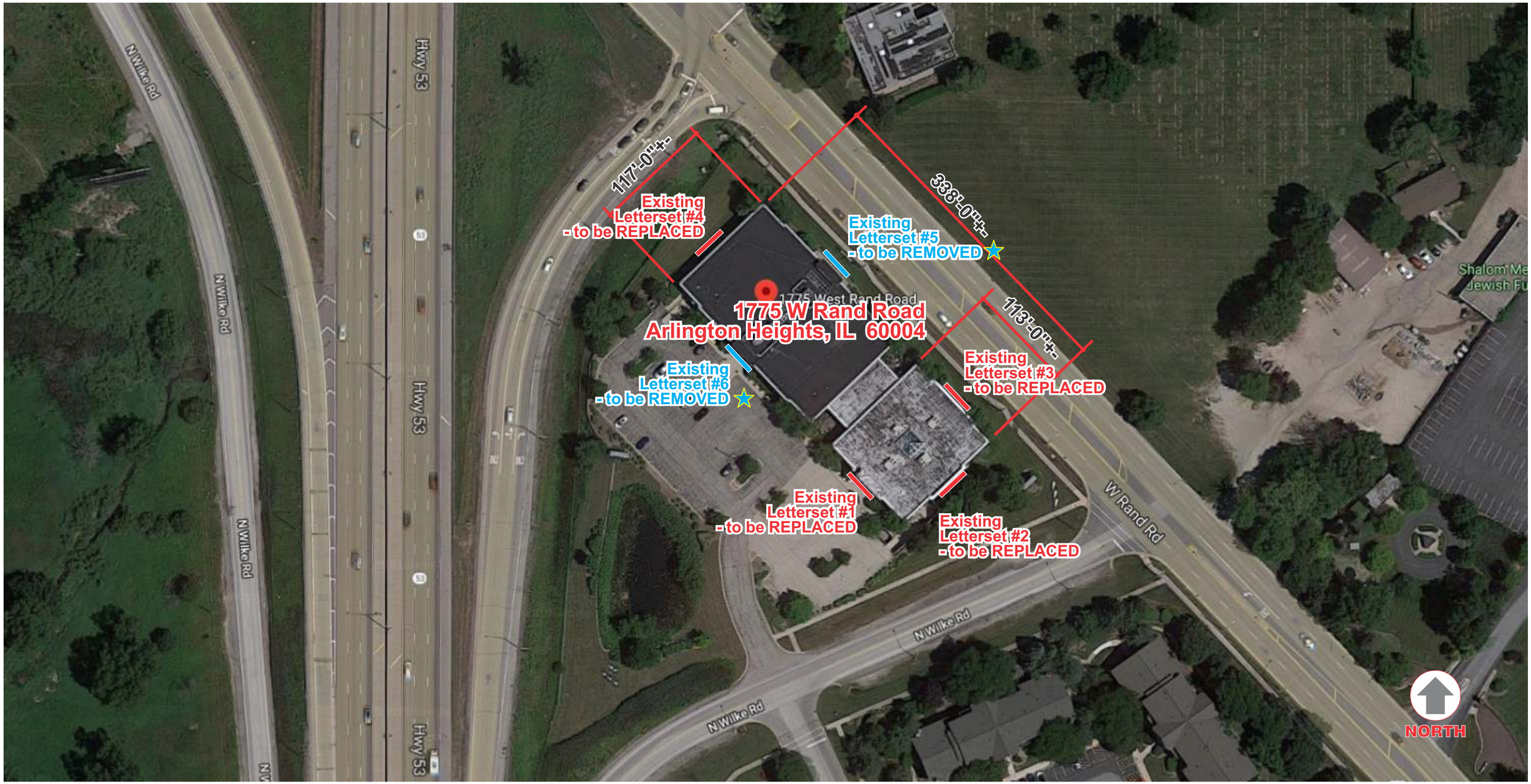
*Response:* Walter E. Smithe wants to improve their visual identity within the community so their business will continue to be successful in the Village of Arlington Heights and the proposed sign package is not to have a competitive advantage over similar businesses. The hardship has to do with the building elevations and the street frontages those elevations face.

**d. The variation will not later the essential character of the locality**

*Response:* The sign will be in harmony and scale with the architecture of the building in this development & will be consistent with other large signs in the general vicinity. The sign will be constructed with the highest quality materials. The proposed signage seeks to maintain the stylistic approach Walter E. Smithe prides themselves on along with being consistent with the harmonious nature of the building along with the character of the locality.

**e. The applicants business cannot reasonably function under the standards of this Chapter**

*Response:* The proposed sign locations seeks to allow Walter E. Smithe a visible sign on all four (4) elevations showing where this company is located within the Arlington Heights community. The signage will comply with all other applicable requirements of the Arlington Heights sign code. The property currently has six (6) wall signs, of which only four (4) will be replaced and the other two (2) signs will be removed but *not* replaced.




## Site Plan -

Est. 1945
WALTER E. SMITHE
Furniture & Design

OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148
Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

account representative: ROB WHITEHEAD
client: 1775 W Rand Road, Arlington Heights, IL 60004
drawn by: PAMELA F

- job#: 22-9063
- 03-22-22
- rev.# 03-06-23

**Comments:**

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# Subject Property

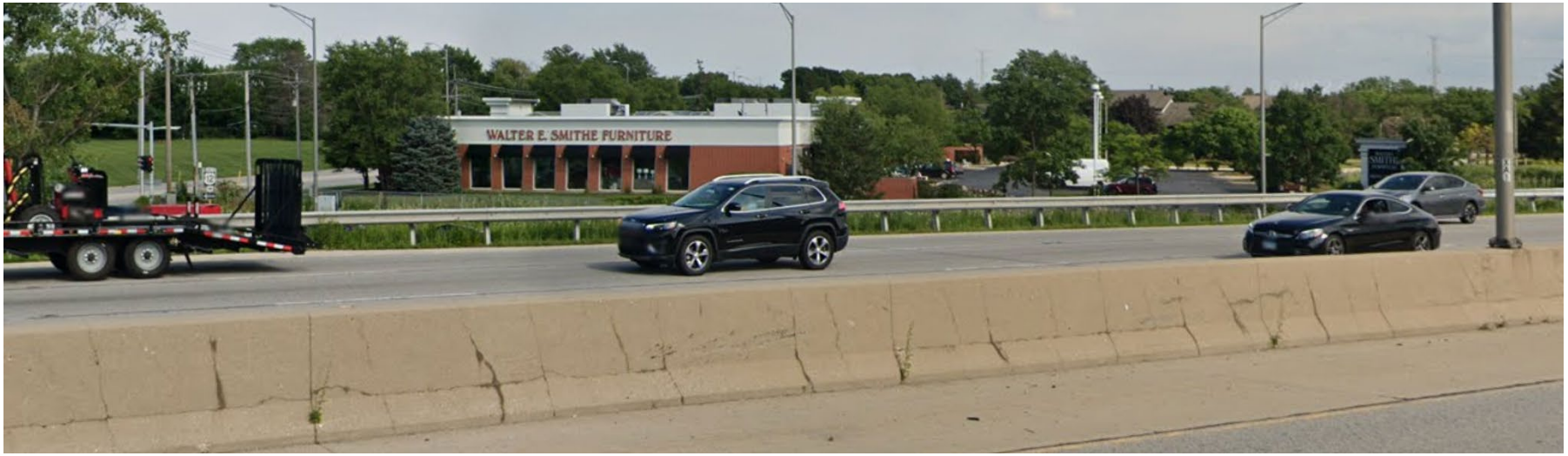
North Elevation – Existing

South Elevation - Existing

East Elevation - Existing

West Elevation - Existing

View from Route 53 traveling North




View from Route 53 traveling South

**Street Views of Site -**

Est. 1945
WALTER E. SMITHE
Furniture & Design

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# Surrounding Context

View of Route 53 to the West

View of Route 53 to the South

Property to the North (across Rand Road)

Property to the East (across Wilke Road)

Existing
Letterset #6
- to be REMOVED

SOUTH ELEV. (Parking Lot) ILLUMINATED CHANNEL LETTERS (NEW SIGN)
- 3'-0" X 16'-10" (52 SQ. FT.)
- 10'-0" X 25'-0" SIGN BAND AREA

Existing
Letterset #1
- to be REPLACED

SOUTH ELEV. (Parking Lot) ILLUMINATED CHANNEL LETTERS (NEW SIGN)
- 4'-0" X 12'-0" LETTERS (48 SQ. FT.)
- 10'-0" X 20'-0" SIGN BAND AREA

Existing
Letterset #3
- to be REPLACED

NORTH ELEV. (Rand Rd.) ILLUMINATED CHANNEL LETTERS (NEW SIGN)
- 2'-5" X 32'-0" (88 SQ. FT. SIGN)
- 5'-0" X 102'-0" SIGN BAND AREA

Existing
Letterset #5
- to be REMOVED

NORTH ELEV. (Rand Rd.) ILLUMINATED CHANNEL LETTERS (EXISTING SIGN)
- 3'-0" X 16'-10" (52 SQ. FT.)
- 10'-0" X 25'-0" SIGN BAND AREA

Existing
Letterset #2
- to be REPLACED

EAST ELEV. (Wilke Rd.) ILLUMINATED CHANNEL LETTERS (NEW SIGN)
- 2'-5" X 32'-0" (88 SQ. FT. SIGN)
- 5'-0" X 112'-0" SIGN BAND AREA

NOTE: EXISTING SIGN ON THE ORIGINAL BUILDING'S
EAST ELEVATION IS TO BE REMOVED
(126.5 SQ.FT. SIGN)

Existing
Letterset #4
- to be REPLACED

WEST ELEV. (Rt. 53 Ramp) ILLUMINATED CHANNEL LETTERS (EXISTING SIGN)
- 2'-5" X 52'-4" LETTERS (126.5 SQ. FT.)
- 5'-0" X 112'-0" SIGN BAND AREA

# EXISTING SIGNS

GROUND SIGN RT. 53 FRONTAGE
- ADD NEW SEGMENT BELOW EXISTING SIGN
- 126 SQ. FT. TOTAL SIGN AREA

GROUND SIGN RAND RD. FRONTAGE
- ADD NEW SEGMENT BELOW EXISTING SIGN
- 80 SQ. FT. TOTAL SIGN AREA
NEW ARROW/ENTRANCE SIGN TO BOTTOM OF NEW SEGMENT

MONUMENT SIGNS 1/8"=1'-0"

VanGruggen SIGNS
ORLAND PARK, IL (708) 448-0826 ©COPYRIGHT 2022

SMITHE FURNITURE - ARLINGTON HEIGHTS, IL.

Est. 1945
WALTER E. SMITHE
Furniture & Design

account representative: ROB WHITEHEAD
client
1775 W Rand Road
Arlington Heights, IL 60004
drawn by: PAMELA F

- job#: 22-9063
- 03-22-22
- rev.# 03-06-23

Comments:

EXISTING ELEVATIONS

OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

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Existing
Letterset #6
- to be REMOVED

SOUTH ELEV. (Parking Lot)

Existing
Letterset #1
- to be REPLACED

SOUTH ELEV. (Parking Lot)

Existing
Letterset #3
- to be REPLACED

NORTH ELEV. (Rand Rd.)

Existing
Letterset #5
- to be REMOVED

NORTH ELEV. (Rand Rd.)

Existing
Letterset #2
- to be REPLACED

EAST ELEV. (Wilke Rd.)

Existing
Letterset #4
- to be REPLACED

WEST ELEV. (Rt. 53 Ramp)

# PROPOSED SIGNS

## Proposed Building Elevations -

Est. 1945
WALTER E. SMITHE
Furniture & Design

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Lombard, IL 60148
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- job#: 22-9063
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Comments:

EXISTING ELEVATIONS

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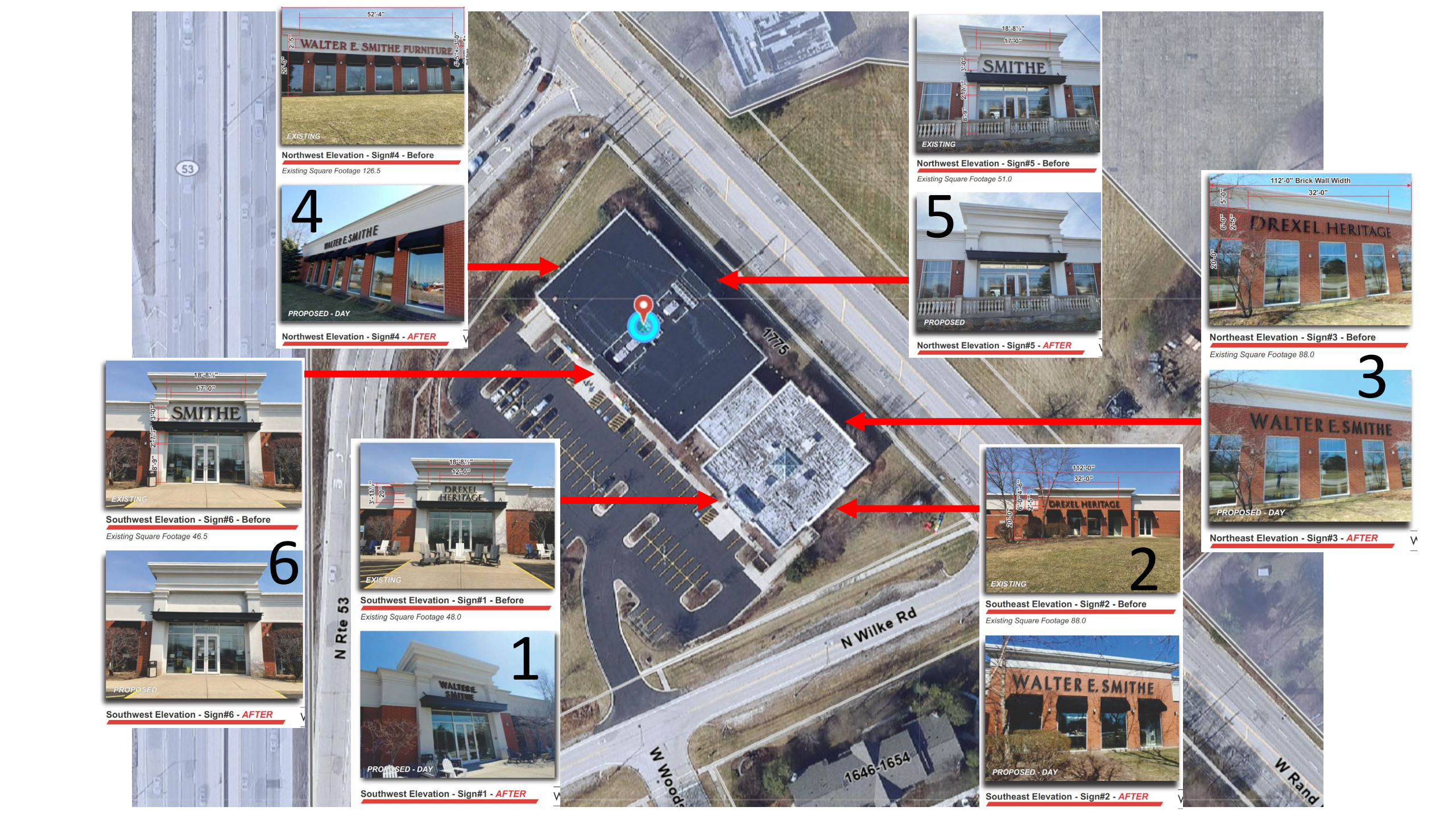
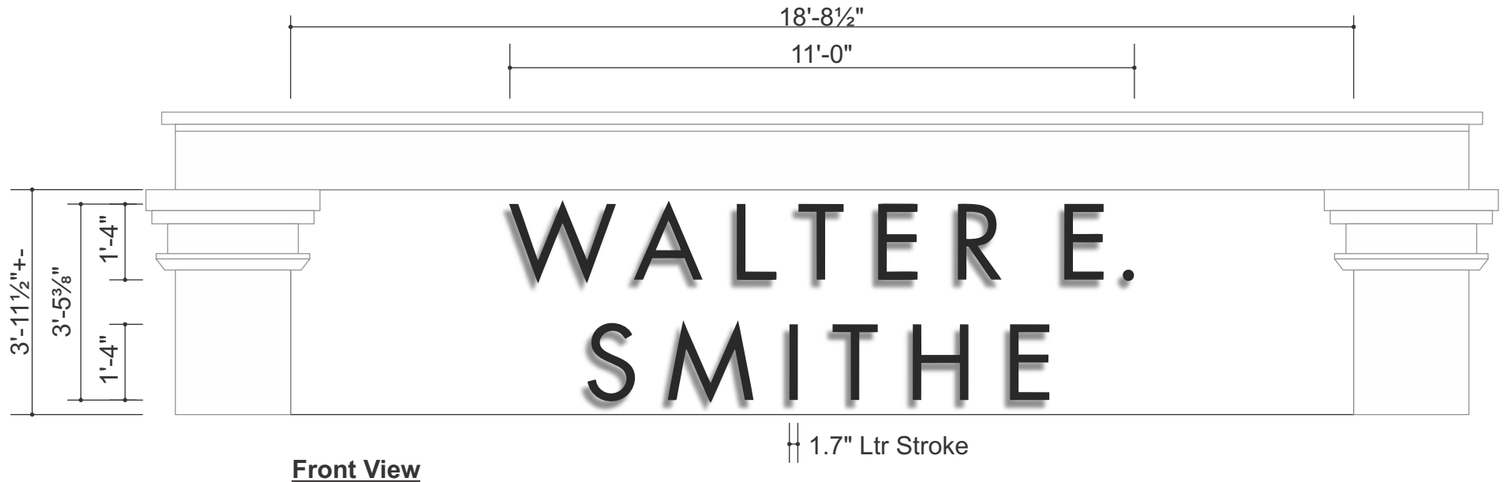

WALTER E. SMITHE FURNITURE
EXISTING
Northwest Elevation - Sign#4 - Before
Existing Square Footage 126.5
4
WALTER E.SMITHE
PROPOSED - DAY
Northwest Elevation - Sign#4 - AFTER
SMITHE
EXISTING
Northwest Elevation - Sign#5 - Before
Existing Square Footage 51.0
5
PROPOSED
Northwest Elevation - Sign#5 - AFTER
112'-0" Brick Wall Width
32'-0"
DREXEL HERITAGE
Northeast Elevation - Sign#3 - Before
Existing Square Footage 88.0
3
WALTER E.SMITHE
PROPOSED - DAY
Northeast Elevation - Sign#3 - AFTER
SMITHE
EXISTING
Southwest Elevation - Sign#6 - Before
Existing Square Footage 46.5
6
PROPOSED
Southwest Elevation - Sign#6 - AFTER
DREXEL HERITAGE
EXISTING
Southwest Elevation - Sign#1 - Before
Existing Square Footage 48.0
1
WALTER E. SMITHE
PROPOSED - DAY
Southwest Elevation - Sign#1 - AFTER
EXISTING
Southeast Elevation - Sign#2 - Before
Existing Square Footage 88.0
2
WALTER E. SMITHE
PROPOSED - DAY
Southeast Elevation - Sign#2 - AFTER
1775
N Wilke Rd
N Rte 53
W Woods
1646-1654
W Rand
53

## Southwest Elevation - Sign#1 - Before

*Existing Square Footage 48.0*




**Front View**

## Halo-Lit Channel Letterset -

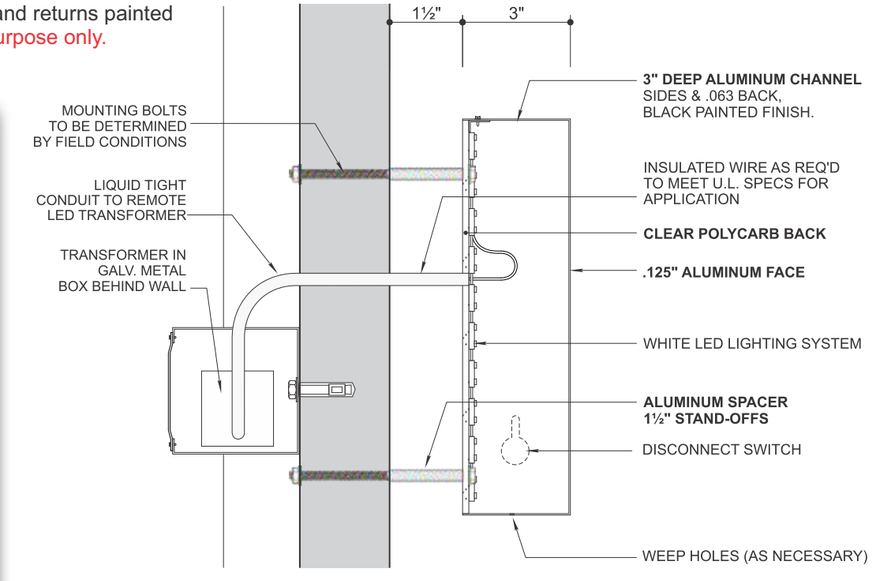
Scale 3/8" = 1'-0" | **Qty: (1) Required | Square Footage: 37.9**
3" Deep Aluminum channel Halo-Lit letterset with 1-1/2" stand-offs. Face and returns painted Black. Sign to illuminate with White LED Modules. Drawing for concept purpose only.







## Southwest Elevation - Sign#1 - *AFTER*




## Section A -

Scale N.T.S.
Stand-Off mounted internally illuminated letterset.
Remote electrical.

Est. 1945
WALTER E. SMITHE
Furniture & Design
1775 W Rand Road
Arlington Heights, IL 60004

OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148
Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

account representative: ROB WHITEHEAD
client
drawn by: PAMELA F

- job#: 22-9063
- 03-22-22
- rev.# 03-06-23

**Comments:**

**SIGN #1**

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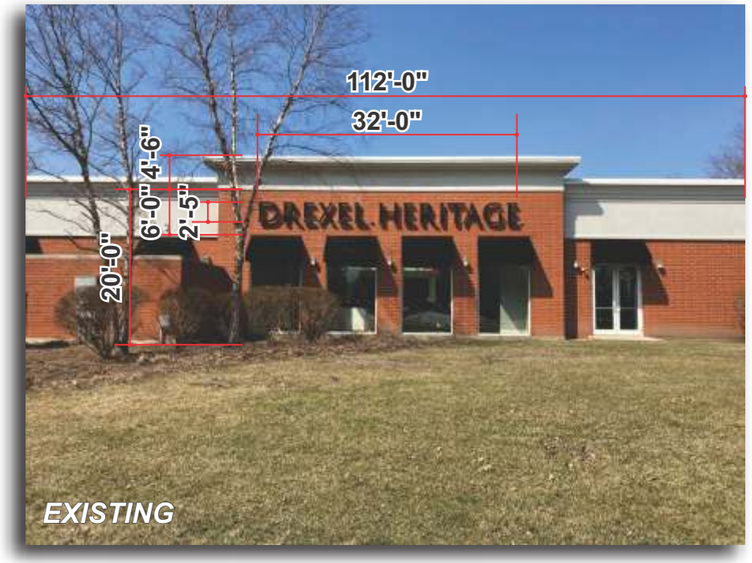
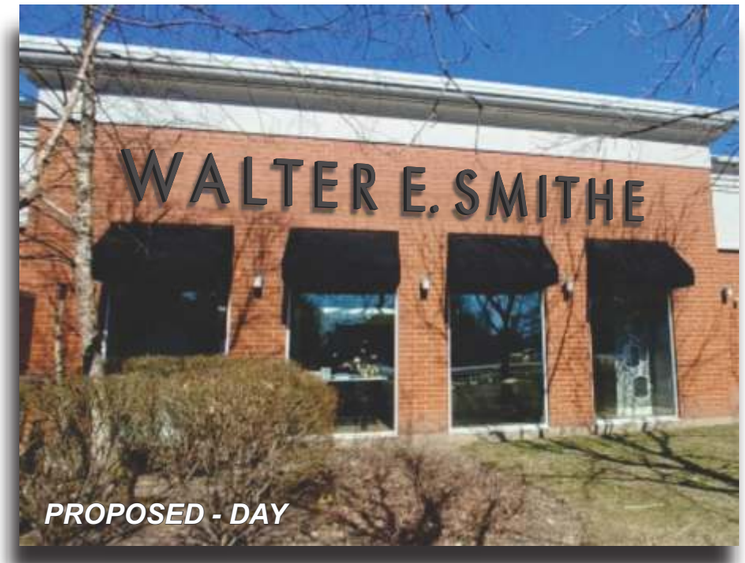
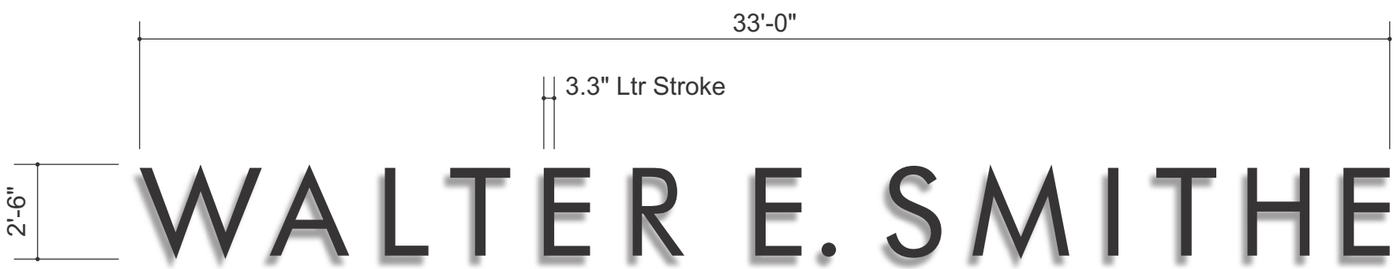



## Southeast Elevation - Sign#2 - Before

*Existing Square Footage 88.0*



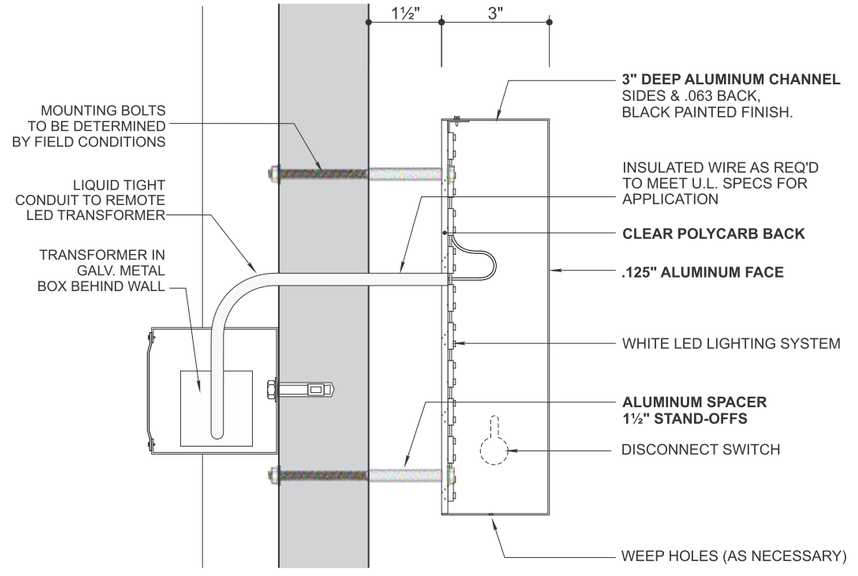
## Southeast Elevation - Sign#2 - *AFTER*




**Front View**

## Halo-Lit Channel Letterset -

Scale 1/4" = 1'-0"
**Qty: (1) Required**
**Square Footage: 82.5**
3" deep aluminum channel Halo-Lit letterset with 1-1/2" stand-offs. Face and returns painted Black. Sign to illuminate with White LED Modules. Drawing for concept purpose only.




## Section A -

Scale N.T.S.
Stand-Off mounted internally illuminated letterset.
Remote electrical.


OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148
Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM


Est. 1945
WALTER E. SMITHE
Furniture & Design

account representative: ROB WHITEHEAD
client: 1775 W Rand Road, Arlington Heights, IL 60004
drawn by: PAMELA F

- job#: 22-9063
- 03-22-22
- rev.# 03-06-23

**Comments:**

**SIGN #2**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## Northeast Elevation - Sign#3 - Before

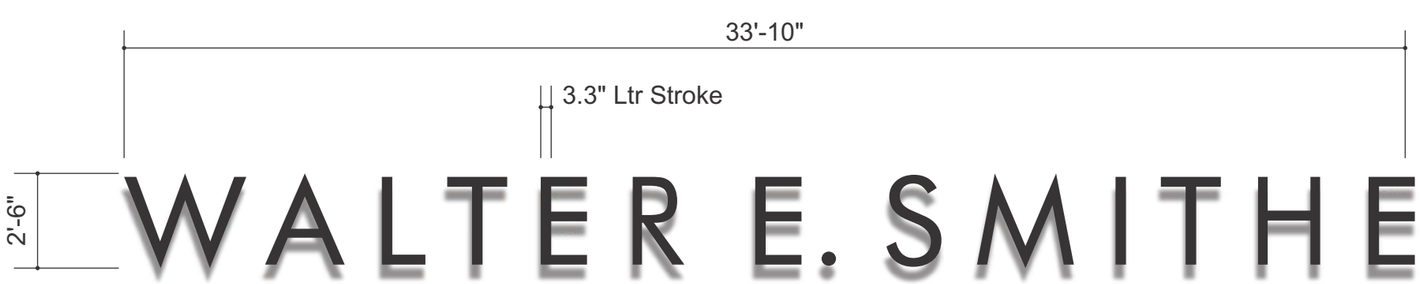
*Existing Square Footage 88.0*







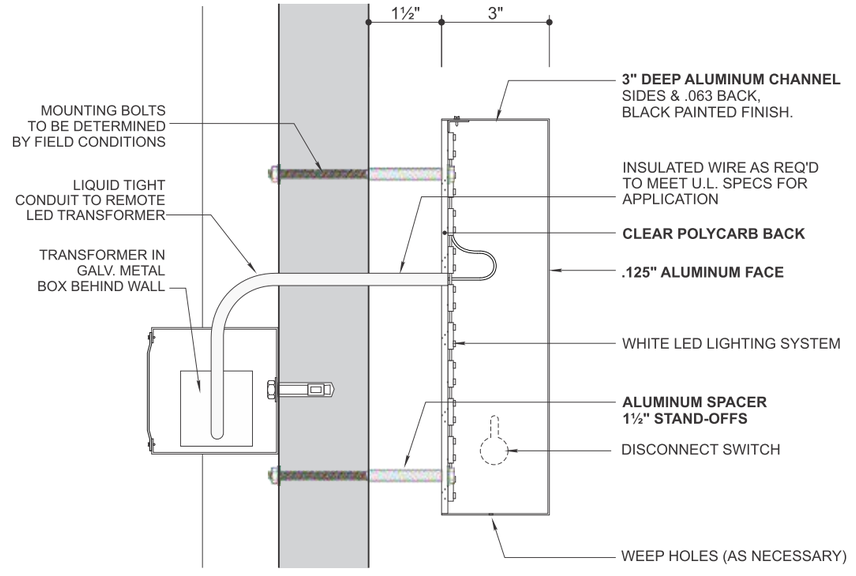
## Northeast Elevation - Sign#3 - *AFTER*




**Front View**

## Halo-Lit Channel Letterset -

Scale 1/4" = 1'-0"
**Qty: (1) Required**
**Square Footage: 84.5**
3" deep aluminum channel Halo-Lit letterset with 1-1/2" stand-offs. Face and returns painted Black. Sign to illuminate with White LED Modules. Drawing for concept purpose only.




## Section A -

Scale N.T.S.
Stand-Off mounted internally illuminated letterset.
Remote electrical.

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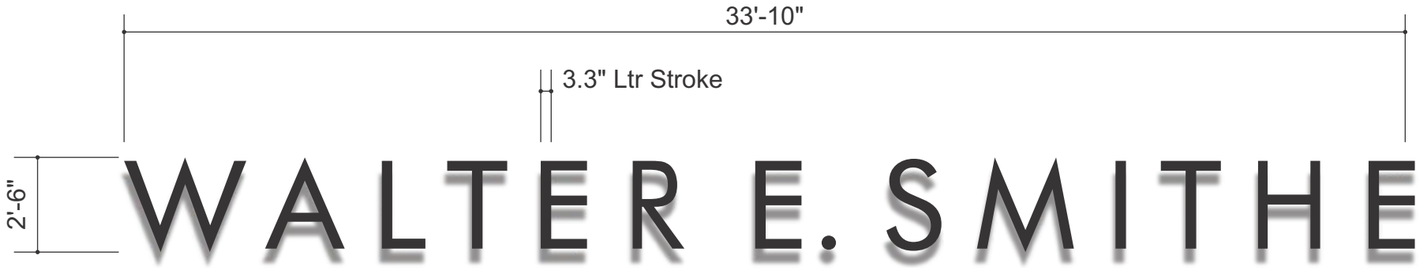
## Northwest Elevation - Sign#4 - Before

*Existing Square Footage 126.5*

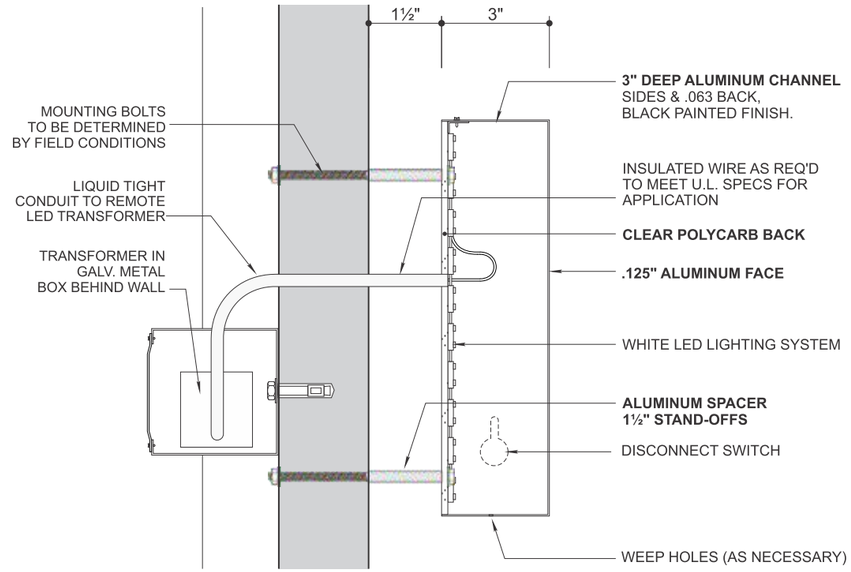
## Northwest Elevation - Sign#4 - *AFTER*




**Front View**

## Halo-Lit Channel Letterset -

Scale 1/4" = 1'-0"
**Qty: (1) Required**
**Square Footage: 84.5**
3" deep aluminum channel Halo-Lit letterset with 1-1/2" stand-offs. Face and returns painted Black. Sign to illuminate with White LED Modules. Drawing for concept purpose only.




## Section A -

Scale N.T.S.
Stand-Off mounted internally illuminated letterset.
Remote electrical.

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Furniture & Design

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client
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Arlington Heights, IL 60004
drawn by: PAMELA F

- job#: 22-9063
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**Comments:**

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## Northwest Elevation - Sign#5 - Before

*Existing Square Footage 51.0*

## Northwest Elevation - Sign#5 - *AFTER*

## REMOVE Existing Channel Letterset -

Scale 1/4" = 1'-0"
Remove existing letterset, disconnect electrical, patch, repair and paint entire wall area restoring wall back to it's original condition. Paint color to be determined.

# SIGN #5

OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148
Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

account representative: ROB WHITEHEAD
client: Est. 1945 WALTER E. SMITHE Furniture & Design
1775 W Rand Road
Arlington Heights, IL 60004
drawn by: PAMELA F

- job#: 22-9063
- 03-22-22
- rev.# 03-06-23

**Comments:**

SIGN TO BE REMOVED

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## Southwest Elevation - Sign#6 - Before

*Existing Square Footage 46.5*

## Southwest Elevation - Sign#6 - *AFTER*

## REMOVE Existing Channel Letterset -

Scale 1/4" = 1'-0"
Remove existing letterset, disconnect electrical, patch, repair and paint entire wall area restoring wall back to it's original condition. Paint color to be determined.

# SIGN #6

OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148
Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

account representative: ROB WHITEHEAD
client: Est. 1945 WALTER E. SMITHE Furniture & Design
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**Comments:**

SIGN TO BE REMOVED

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# Material List

1. ***Petitioner Name:*** Rob Whitehead (Olympik Signs, Inc.)

2. ***Date:*** 12/6/22

3. ***Project***: Walter E. Smithe – Sign Variation

*4.* ***Location:*** 1775 W. Rand Rd., Arlington Heights, IL 60004

Signage: Aluminum internally illuminated channel letters with 1.5” stand-offs for reverse halo illumination. Sides and face of letters painted black. All detail is per Olympik Signs, Inc. sign rendering # 22-9063 dated 11-16-22.

# DESIGN COMMISSION PROJECT TIMELINE

Project Name: Walter E. Smithe
DC Number: DC:22-097
Location: 1775 W. Rand Road
Requested Action: Sign Variation

| | Date | # of Business Days |
|---|---|---|
| | | |
| DC Application Submittal Date | 12/19/22 | |
| Waiting for responses to Staff comments, missing items, and corrections | 3/6/23 | 55 |
| Design Commission Meeting - cancelled due to lack of quorum | 4/25/23 | 41 |
| Design Commission Meeting - rescheduled | 5/23/23 | 20 |
| Village Board Meeting | 6/5/23 | 9 |

Notification Requirements:

- Sign Posting, not less than 15 days prior to the date of the Design Commission meeting.
- Written Notice, not less than 7 days and not more than 30 days prior to the date of the Design Commission meeting.

**Village Board**
**6/5/2023**

**Item:** Massa Spa - 918 W. Algonquin Rd. - PC#23-004

**Department**: Planning & Community Development

## Requested Action

Land Use Variation to allow a Massage Establishment in the B-2 District.

## Variations Required

None required.

## Recommendation

A public hearing was held by the Plan Commission on May 24, 2023 where Commissioner Cherwin moved and Commissioner Jensen seconded:

A motion to recommend to the Village Board of Trustees, approval of PC#23-004, a Land Use Variation to allow a Massage Establishment in the B-2 District.

This recommendation is subject to the following conditions:

1. All massage therapists must be licensed by the Illinois Department of Professional Regulation as per applicable regulations.

2. This land use variation shall be limited to the Petitioners and cannot be transferred or assigned to any other user.

3. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

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

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Staff Report | Board or Commission Report |
| PC Minutes - 5-24-23 - DRAFT | Minutes |
| Aerial | Exhibits |
| Justification for Variation | Correspondence |
| Project Narrative | Correspondence |
| Plat of Survey | Exhibits |
| Parking Survey | Exhibits |
| Floor Plans | Exhibits |
| Department Comments - Round 1 | Correspondence |
| Department Comments - Round 1 - Petitioner Response | Correspondence |
| PC Timeline Tracker | Exhibits |

*VILLAGE OF ARLINGTON HEIGHTS*

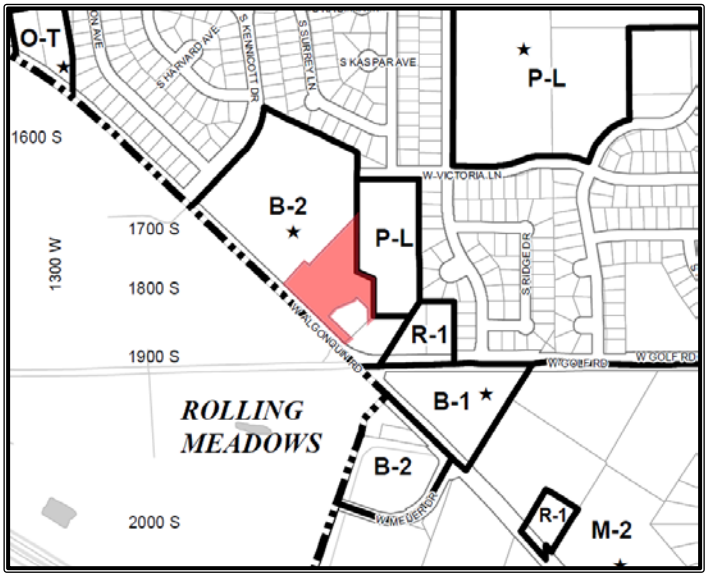
# STAFF DEVELOPMENT COMMITTEE REPORT

***Project Number**: PC #23-004*
***Project Title**: Massa Spa*
***Address**: 918 W. Algonquin Rd.*
***PIN**: 08-09-300-018*

***To**: Plan Commission*
***Prepared By**: Sam Hubbard, Development Planner*
***Meeting Date**: May 24, 2023*
***Date Prepared**: May 19, 2023*

***Petitioner**: Travis & Sara Alberhasky*
*Massa Spa, LLC*
***Address**: 391 Lake Plumbleigh Way*
*Algonquin, IL 60102*

***Existing Zoning**: B-2: General Business District*
***Comprehensive Plan**: Commercial*




***SURROUNDING LAND USES***

| Direction | Existing Zoning | Existing Use | Comprehensive Plan |
|---|---|---|---|
| **Northeast** | P-L, Public Land District | Kingsbridge Arboretum | Parks |
| **Northwest** | B-2, General Business District | Lowe's Home Improvement | Commercial |
| **Southeast** | B-2, General Business District | Bank of America, National Tire & Battery | Commercial |
| **Southwest** | **- City of Rolling Meadows -** | | |

*Requested Action:*

1. Land Use Variation to allow a Massage Establishment in the B-2 District.

*Variations Required:*

1. None required.

**Project Background:**

The subject property is occupied by an approximately 26,500 square foot multi-tenant commercial building located at the northeast corner of Algonquin Road and Golf Road. The site is part of the Surrey Ridge Shopping Center, which also includes the Lowes Home Improvement store and the two outlots to the east of the subject property occupied by Bank of America and NTB National Tire & Battery. Surrey Ridge was originally approved as a Planned Unit Development (PUD) in 1970 and the PUD has been amended several times over the last five decades. Access to the shopping center comes from one signalized intersection and two right-in/right-out driveways along Algonquin Road, and one right-in only driveway along Golf Road.

The petitioners, Sara and Travis Alberhasky of Massa Spa LLC, are interested in an approximately 2,400 square foot unit, which has been vacant for the last four years. Within this space, the petitioners are interested in establishing a massage therapy spa. The business would include five massage rooms and up to eight employees during peak times. Hours of operation would be between 10:00am-8:00pm Monday through Saturday and 10:00am-5:00pm on Sunday. The business would provide foot massages, reflexology, Swedish and deep tissue massages, hot stone massages, and prenatal and sports massages. In addition, Massa Spa would offer manicures, pedicures, waxing, and facials with licensed estheticians. The petitioners currently operate a similar massage therapy spa located in an unincorporated area between Schaumberg and Rolling Meadows.

**Zoning and Comprehensive Plan**

The subject property is zoned B-2, General Business District. The proposed use is classified as a "Massage Establishment", which is not allowed in any zoning district within Arlington Heights. Accordingly, a Land Use Variation is required. The petitioner has provided a written response to each of the four hardship criteria necessary for land use variation approval, which criteria have been included below for reference and which response has been included in the packet transmitted to the Plan Commissioners and placed online as part of the record for this application:

- The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.
- The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.
- The proposed variation is in harmony with the spirit and intent of this Chapter.
- The variance requested is the minimum variance necessary to allow reasonable use of the property.

The Staff Development Committee has reviewed the petitioner's response to the approval criteria and believe that the necessary standards for approval have been met. With regards to the preservation of community health, safety, morals and the general welfare, the Village has reached out to authorities in Cook County and verified that the existing business owned by the petitioners is in good standing. Additionally, the Staff Development Committee notes that the proposed massage therapy use is compatible with the other businesses within the shopping center. Additionally, the petitioners have surveyed the parking and found a surplus of available spaces within the shopping center, which will be suitable for accommodating the parking demand from Massa Spa. Additional details on traffic and parking will be included within the Traffic and Parking Section later one within this report.

The Comprehensive Plan classifies this property as appropriate for commercial land uses and the proposed use is compatible with this designation. The Illinois Department of Financial and Professional Regulation

(IDFPR) requires that all massage therapists be licensed; accordingly, all massage therapists working at the Massa Spa must be licensed per applicable IDFPR requirements.

**Building, Site and Landscaping**

The petitioners are not proposing any changes to the exterior of the building or site. As such, no Design Commission review is required. The subject unit was previously occupied by a doctor's office and is well suited for conversion into a massage establishment; substantial modifications to the unit are not required. However, in order to comply with Building Code requirements, hand sinks must be installed in each massage room where direct contact with the skin will occur. Additionally, separate men's and woman's restrooms shall be required. Per the petitioner, one of their existing restrooms is ADA accessible, and the remaining restrooms will not be altered. The petitioner has also stated that each shower room is ADA accessible. The petitioner will have to comply with all Building and Life-Safety Department requirements prior to receiving occupancy for the subject unit.

During review of this application, the Planning Department inspected the site and observed areas where landscaping has fallen out of compliance with the approved PUD landscape plan. The Village has subsequently been in communication with the property owner and is working with them to resolve the issue through the installation of refurbished landscaping.

**Parking and Traffic:**

Per Code, a traffic and parking study by a certified traffic engineer is only required for Land Use Variations abutting a major arterial and involve uses that are greater than 5,000 square feet in floor area. As the subject unit is 2,400 square feet in size and located along Algonquin Road, which is classified as a major arterial, no traffic and parking study is required. The Staff Development Committee does not believe the proposed massage establishment will have a substantial impact on traffic generation within the PUD.

The Surrey Ridge Shopping Center operates on a shared parking model where access and parking is shared between all businesses within the PUD. When the former Timber Lodge Restaurant was torn down in 2007 to allow construction of the Bank of America building, a parking variation was granted to allow 685 parking stalls within the PUD where 713 are required by code. Since then, striping within the parking areas has been slightly altered and there now exists a total of 682 parking stalls within the PUD. Furthermore, the mix of tenants has also changed, and based on the current mix, a total of 680 parking stalls are required. The site complies with parking regulations and detailed parking calculations can be found at the end of this report.

Nonetheless, the petitioners surveyed the parking lot to ascertain baseline demand and parking availability within the parking area adjacent to the unit they leased. Specifically, the petitioner surveyed 145 parking stalls over a three-day period during Massa Spa's hours of operation. This survey was conducted on Friday April 28, 2023, Saturday, April 29, 2023, and Sunday, April 30, 2023. Pursuant to said study, the weekday peak hour parking demand occurred on Friday April 28th at 12:30pm in which 59 (40%) of the 145 spaces counted were occupied, and the weekend peak hour parking demand occurred on Saturday April 29th at 12:30pm in which 54 (38%) of the 145 spaces counted were occupied. Based on this information, the Staff Development Committee is of the opinion that there is sufficient parking onsite to accommodate both the existing and proposed uses as well as the 900 square feet (3%) of vacant floor area within the shopping center, which would require a total of three parking spaces by Code.

Since the existing tenant space was previously used as a medical office, and because medical office uses require more vehicular parking than a spa/salon, the requirement for the provision of bike parking spaces is not triggered.

**RECOMMENDATION**

The Staff Development Committee (SDC) reviewed the proposed Land Use Variation to allow a Massage Establishment in the B-2 District and recommends **APPROVAL** of the application subject to the following conditions:

1. All massage therapists must be licensed by the Illinois Department of Professional Regulation as per applicable regulations.
2. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

_____ May 19, 2023

Michael Lysicatos, Assistant Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads

**Exhibit 1 – Parking Calculations**

| UNIT | TENANT | USE | SQ.FT. | PARKING CALC. | PARKING RATIO | | REQUIRED PARKING |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 840 | Mavis Tires & Brakes | Retail | 8,880 | 8,880 | | | 26 |
| 850 | Bank of America | Service | 4,598 | 4,598 | 1/ | 300 | 15 |
| 900 | Goodwill | Retail | 17,135 | 17,135 | 1/ | 300 | 57 |
| 916 | Red Hair Salon | Retail | 1,800 | 1,800 | 1/ | 250 | 7 |
| 918 | Massa Spa | Service | 2,400 | 2,400 | 1/ | 250 | 10 |
| 924 | Serko Mart | Retail | 1,750 | 1,750 | 1/ | 300 | 6 |
| 926 | Vacant | Retail | 900 | 900 | 1/ | 300 | 3 |
| 928-932 | Ramen USA | Restaurant | 2,466 | 710 | 1/ | 45 | 16 |
| 990 | Lowe's | Retail | 162,072 | 162,072 | 1/ | 300 | 540 |
| | | | | | | **Total Required** | **680** |
| | | | | | | **Total Provided** | **682** |
| | | | | | | **Surplus (Deficit)** | **2** |

PLAN
COMMISSION

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

RE: MASSA SPA - 918 WEST ALGONQUIN ROAD - PC #23-004
LAND USE VARIATION FOR MASSAGE ESTABLISHMENT IN B-2 DISTRICT

REPORT OF PROCEEDINGS had before the Village of Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights, Illinois on the 24th day of May, 2023 at the hour of 11:00 p.m.

MEMBERS PRESENT:

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

ALSO PRESENT:

SAM HUBBARD, Development Planner
MICHAEL LYSICATOS, Assistant Director of Planning and Community Development

DRAFT

ACTING CHAIRMAN GREEN: We're going to reconvene here and we're going to move on to the number two on the agenda. Massa Spa, am I pronouncing that right?

MR. ALBERHASKY: Massa Spa, yes.

ACTING CHAIRMAN GREEN: Massa Spa, okay. I'm going to swear you guys in.

Are we back?

MR. HUBBARD: Yes.

ACTING CHAIRMAN GREEN: Okay, raise your right hand.

(Witnesses sworn.)

ACTING CHAIRMAN GREEN: Tell us about your project.

MR. ALBERHASKY: Okay, great.

ACTING CHAIRMAN GREEN: I love to say it that way, I just love to say it that way. Oh, yes, give us your name and spell your last name for the court reporter.

MR. ALBERHASKY: Of course, yes. My name is Travis Alberhasky. This is my wife, Sara Alberhasky. The last name is spelled A-l-b-e-r-h-a-s-k-y. We are the owners of Massa Spa and Foot Massage.

We've been, we've had a massage salon going on for five years, currently running in Schaumburg. We're looking to expand our massage business into Arlington Heights. The wife, we have, what, 10 years experience working in nail salons, opening our nail salons and then moving into massage salons. We're looking to open up our second location, pardon me, in Arlington Heights.

Our build-out plans that we have, so we've worked with Sam and Michael from the city for the recommendations on how to, our process and how it's going. We've gotten our feedback on the build-out and what we need to do to meet the regulations.

Our next slide here, the one on the left is our blueprint for the hand sinks which are required in each of the rooms that we're in the process of submitting a building permit on. The slide on the right has the breakdown of the rooms and which are going to be used. Three of them are going to be massage, one of them is going to have a heavy manicure station, and the other one is going to be a facial waxing room on the right-hand side.

The next slide, pretty boring, is our traffic survey. I was pretty excited to do it in the school, they told us in a degree like, oh, yes, you know, you have to do a traffic study. I never thought I have to do that. But you can see how the numbers are, the high one is at 59. That's mainly for the Goodwill, that store is kind of on the other end of the building. So, our parking spaces are going to be more on the right-hand side where it's a little less busy I should say.

Some of the services that we're offering, it's the Swedish, the deep tissue, sports massage, you can continue reading on, the couples massage. We've had really good success in our previous location using the couple massages. It's a great thing to bring couples in to relax, and they build something together. Like there's something, like when the couples are together and have a massage, it builds a better cohesion between them. We're also going to offer foot massages, too, manicures and pedicures in addition to our, and facials, too, yes, thank you.

Our hours will be 10:00 to 8:00, Monday through Saturday, and Sundays 10:00 to 5:00. We offer appointments as well as walk-ins. I made a mistake; it should have been the four rooms. We're planning on hiring six to eight licensed massage therapists.

We thank you for your time and consideration. Are you ready to

relax? I know you guys are definitely ready to relax.

ACTING CHAIRMAN GREEN: Yes, we are. Thank you, thank you.

Just before we go any further, have all the public notices been made on this project, Sam?

MR. HUBBARD: They have.

ACTING CHAIRMAN GREEN: Okay, in that case, you can give us the Staff report.

MR. HUBBARD: All right. So, the property in question is 918 West Algonquin Road. It's part of the Surrey Ridge PUD and Shopping Center which is located by the Algonquin and Golf Road intersection, the northeast corner. It's zoned B-2 and, as you heard, the Petitioner is interested in establishing massage therapy. Massage is not allowed at all in the Village, it's a prohibited land use. So, the only way to allow that use is through approval of a land use variation, and that's why the Petitioner is before you this evening. They are not requesting any variations. It is compatible with the Comprehensive Plan designation and is suitable for commercial uses.

Here's the aerial. You can see the subject property is bounded by red. The actual location of the unit is shown in yellow, and then the Surrey Ridge PUD is outlined in blue. The property operates on a shared parking model where the entire Surrey Ridge Shopping Center shares parking. So, the sum of the parking requirement for Surrey Ridge is based on all of the users within the PUD, including the Lowe's.

So, per parking requirements, the property meets code with a very small two-space surplus. However, consistent with past policy, we asked the Petitioner to survey the parking lot. You've already heard about his parking survey. He found the peak capacity to be 59 spaces out of the 145 spaces in close proximity to this unit. So, 59 spaces is about 40 percent occupied. We believe that there is certainly parking capacity to support this use.

This is really a land use issue and, you know, here are the standards for approval. Historically, I think Arlington Heights has had some crime-related issues with massage uses in the past, so that's why they are prohibited. We have looked into the background of the Petitioners and found that they don't have any issues with their current location. We are generally supportive of this application. We believe it does meet the conditions of approval. We are recommending approval subject to two conditions, the more notable being that all massage therapists must be licensed by the Illinois Department of Professional Regulation as per applicable regulations.

I would mention we could certainly entertain a condition that restricts this land use variation to the Petitioners, and it would prevent them from getting the approvals, operating the business for some period of time, and then selling it to somebody who may not be as an upstanding operator as they are. So, we're certainly open to that potential condition of approval and, you know, we'll throw it out there for consideration by the Plan Commission if you all think it's prudent. It is something that in the past we have done, but again it's been a while since we've had a massage therapy use. So, in sum, we're supportive and recommending approval.

ACTING CHAIRMAN GREEN: Thank you, Sam.

Is there a motion to enter the Staff report?

COMMISSIONER CHERWIN: I'll move.

COMMISSIONER SIGALOS: I'll second.

ACTING CHAIRMAN GREEN: Voice vote, all those in favor say aye?

(Chorus of ayes.)
ACTING CHAIRMAN GREEN: All those opposed?
(No response.)
ACTING CHAIRMAN GREEN: It's in.
I would open it up to the public, but I don't see anybody. So, unless there's somebody hiding, did you see anybody under the chairs?
COMMISSIONER CHERWIN: I would just say I saw it in the, you know, committee, it was fine. I think the Petitioners have a good track record. I would take up Sam's condition to make it personal to the Petitioners.
COMMISSIONER SIGALOS: I agree with that.
COMMISSIONER ENNES: I would go along with that, too.
ACTING CHAIRMAN GREEN: Any other comments?
COMMISSIONER CHERWIN: I'll make a motion.
ACTING CHAIRMAN GREEN: Go ahead, please.
COMMISSIONER CHERWIN: I would like to make a motion.

**A motion to recommend to the Village Board of Trustees approval of PC #23-004, a Land Use Variation to allow a massage establishment in the B-2 District.**

**This recommendation is subject to the following locations:**

1. **All massage therapists must be licensed by the Illinois Department of Professional Regulation as per applicable regulations.**
2. **This land use variation shall be limited to the Petitioners and cannot be transferred or assigned to any other user.**
3. **The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.**

ACTING CHAIRMAN GREEN: Is there a second to that?
COMMISSIONER JENSEN: Second.
COMMISSIONER SIGALOS: I'll second.
COMMISSIONER ENNES: Roll call vote.
MR. HUBBARD: Did Jensen, did you get the second there? All right, nice job.
All right, Commissioner Cherwin.
COMMISSIONER CHERWIN: Yes.
MR. HUBBARD: Commissioner Jensen.
COMMISSIONER JENSEN: Yes.
MR. HUBBARD: Commissioner Ennes.
COMMISSIONER ENNES: Yes.
MR. HUBBARD: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. HUBBARD: Acting Chair Green.
ACTING CHAIRMAN GREEN: Yes.
MR. HUBBARD: It's a unanimous recommendation of approval. Oh, wait, Commissioner Lorenzini.

ACTING CHAIRMAN GREEN: Congratulations. I knew we had one of these in this tonight.
MR. HUBBARD: Wait, wait, Commissioner Lorenzini, I forgot to call you.
COMMISSIONER LORENZINI: Yes.
MR. HUBBARD: Yes, okay, thank you.
ACTING CHAIRMAN GREEN: You are going to go before the Board.
MR. HUBBARD: We're thinking tentatively June 5th, but we'll be in communication, so I'll confirm that date.
MR. ALBERHASKY: Okay, sure, sure.
COMMISSIONER ENNES: Good luck.
ACTING CHAIRMAN GREEN: Stay in contact with Sam.
MR. ALBERHASKY: All right. Great, thank you, guys.
ACTING CHAIRMAN GREEN: Thank you very much.
COMMISSIONER ENNES: Good luck.
ACTING CHAIRMAN GREEN: Good luck.
COMMISSIONER ENNES: Sorry you had to wait so long.
MR. ALBERHASKY: Yes, no worries. We appreciate it. Thank you, have a great night.
ACTING CHAIRMAN GREEN: Sam, is there anything else?
MR. HUBBARD: Any public comments?
ACTING CHAIRMAN GREEN: Okay, we're going to open it for public comments. Seeing none, we're going to close it again.
MR. HUBBARD: I have no other business.
ACTING CHAIRMAN GREEN: Okay, is there a motion to adjourn?
COMMISSIONER CHERWIN: I move to adjourn.
ACTING CHAIRMAN GREEN: Is there a second?
COMMISSIONER SIGALOS: Second.
ACTING CHAIRMAN GREEN: All those in favor say aye?
(Chorus of ayes.)
ACTING CHAIRMAN GREEN: All those opposed?
(No response.)
ACTING CHAIRMAN GREEN: We're adjourned.
(Whereupon, at 11:10 p.m., the public hearing on the above-mentioned petition was adjourned.)

DRAFT

STATE OF ILLINOIS )
) SS.
COUNTY OF KANE )

I, RON LeGRAND, SR., depose and say that I am a digital court reporter doing business in the State of Illinois; that I reported verbatim the foregoing proceedings and that the foregoing is a true and correct transcript to the best of my knowledge and ability.

_____
RON LeGRAND, SR.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY OF
_____, A.D. 2023.

_____
NOTARY PUBLIC

DRAFT

Subject Property
Subject Unit
S Princeton Ave
S Kennicott Dr
S Surrey Ln
S Kaspar Ave
S Fernandez Ave
Private
W Victoria Ln
S Ridge Dr
W Algonquin Rd
W Golf Rd
58
ROLLING MEADOWS
Meijer Dr
Private

LAND USE VARIATION CRITERIA (ALSO APPLIES TO ZONING CODE VARIATIONS)

1. The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property. This property will not alter the existing uses or zoning

2. The owner's plight is due to unique circumstances, which may include the time the subject property has been vacant as zoned.

The property at 918 w Algonquin road has been vacant for over three years.

3. The proposed variation is in harmony with the spirit and intent of this Chapter.

The Massage salon will fit well next to a hair salon and a European Market.

4. The requested variance is the minimum necessary to allow reasonable use of the property.

Yes, there is the very little variance that is needed.

Project Narrative-Massa Spa and foot massage

Business Information

Massa Spa LLC was established in 2012. My wife and I, Sara, opened a salon in Wheeling, Illinois, and we sold that salon a few years ago. We currently own Massa Spa in Schaumburg (1636 E Algonquin road). We have been operating this Salon successfully for four years. I am a retired military veteran (US Army/National Guard)of 23 years and hold a Master's degree in Food Studies; my wife Sara, in addition to her massage license, holds a Master' degree in Accounting. Our new salon has five massage rooms, and 2-8 people will be working. Our hours of operation will be 10:00 AM-9:00 PM Monday-Saturday 10:00 AM-5:00 PM. My Wife Sara has been a licensed Massage therapist since 2014. Some of our current reviews from Groupon are 4.4/5. Fresha 4.8/5. Facebook 4.8/5.

Our new location at 918 W Algonquin road was formally a medical office which made an ideal location for a massage salon with very little build-out needed. This property has been vacant for over three years, and with the support of Surrey Ridge, we plan to open a great massage salon.

Our salon is designed to be a tranquil oasis amid a busy city. From the moment you step through our doors, you will be transported to a peaceful and serene environment where you can leave your cares and worries behind.

Our skilled and experienced massage therapists use traditional Chinese techniques and modern therapeutic methods to ease tension, alleviate stress, and promote overall wellness. We use only the highest-quality oils and lotions to ensure skin feels soft and nourished.

Whether you want to relieve chronic pain, recover from an injury, or unwind after a long day, we have a massage to meet your needs. Our menu includes a variety of massage styles, from reflexology and foot massages to deep tissue massage, all tailored to your specific needs and preferences. We specialize in couples' salons through massage packages.

Our salon is committed to providing excellent customer service. We value every one of our customers and strive to create a warm and welcoming environment that will make you feel at home.

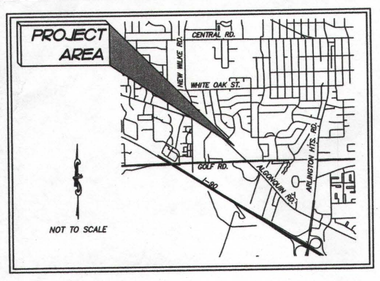
We offer various massage services, including Swedish, deep tissue, hot stone, prenatal, and sports massages. Each of our massage treatments is designed to promote relaxation, relieve muscle tension, and leave you feeling refreshed and revitalized.

Our massage therapists are highly trained and skilled in various techniques, ensuring you receive the best possible massage experience. We use only the highest-quality oils and lotions, and our massage tables are designed to provide optimal comfort and support.

In addition to our massage services, we offer pedicures, waxing, and facials with a licensed Esthetician.  If we can provide more information, please feel free to reach us at 773-751-9294.

Xrefs: dwg-86130418-working_nb

# ALTA/ACSM LAND TITLE SURVEY




GRAPHIC SCALE
( IN FEET )
1 inch = 40 ft.

SURRY RIDGE WEST UNIT NO. 1 DOC. 20099454 REC. 04/03/1967

SURRY RIDGE WEST UNIT NO. 5 DOC. 24033000 REC. 07/28/1977

PRINCETON AVENUE

KENNICOTT DRIVE
HERETOFORE DEDICATED PER DOC. 20099454 REC. 04/03/1967 (BITUMINOUS PAVEMENT)

KASPAR AVENUE
66.0' R.O.W.

VICTORIA LANE
HERETOFORE DEDICATED PER DOC. 20916298 REC. 07/31/1969
66.0' R.O.W.

ALGONQUIN ROAD (IL RT. 62)
HERETOFORE DEDICATED PER DOC. 11185278 REC. 2/7/1927 (BITUMINOUS PAVEMENT)

GOLF ROAD (IL RT. 58)
HERETOFORE DEDICATED PER DOC. 10488007 REC. 2/2/1933 (BITUMINOUS PAVEMENT)

#990 W. ALGONQUIN ROAD
TALL 1 STORY
CONCRETE BLOCK & STUCCO
COMMERCIAL BUILDING
138,878 SQ.FT.±
BLDG HT @ HIGHEST POINT= 48.9'

PARCEL 1

PARCEL 2
(EASEMENT BENEFITING PARCEL 1)

P.O.B. PARCEL 1 & 2
P.O.C. PARCEL 2 EXCEPTION
FOUND 5/8" IRON ROD
0.10' NWLY & ON LINE

P.O.B, PARCEL 2 EXCEPTION
FOUND 3/4" IRON PIPE W/CAP
0.25' S OF CORNER & ON LINE

P.O.B. PARCEL 2 EXCEPTION

OWNER: ARLINGTON HTS. PARK DISTRICT

OWNER: SURREY RIDGE, LLC. DOC. 0020694864 REC. 08/14/2002

OWNER: CHICAGO TITLE & TRUST, TRUST#35212 DOC. 90302693 REC. 03/9/1990

GENERATOR & TRANSFORMER AREA

TRASH COMPACTOR

STORM DRAIN

OUTDOOR GARDEN CENTER

METAL CANOPY

GREENHOUSE CANOPY

TRUCK

MONUMENTAL SIGN

LOADING DOCK AREA

BITUMINOUS PAVEMENT

CONCRETE BLOCK RETAINING WALL SURROUNDING DETENTION POND

CONCRETE BLOCK WALL

RIP-RAP

WOOD FENCE IS 1.0' NE'LY OF CORNER

END OF FENCE IS 4.5' S. OF CORNER

END OF WALL IS 0.5' E'LY OF LINE

FOUND 3/4" IRON-PIPE AT CORNER

FOUND 3/4" IRON PIPE 0.57' NE'LY OF LINE

WOOD FENCE IS 1.1' NE'LY OF LINE

FOUND 5/8" IRON ROD 0.14' NE'LY OF LINE

FOUND 3/4" IRON PIPE 0.27' NE'LY OF LINE

FOUND 3/4" IRON PIPE 0.19' SW'LY OF LINE

END OF CHAINLINK FENCE IS 5.5' E'LY OF LINE

WOOD FENCE IS 0.9' NE'LY OF CORNER

END OF CHAINLINK FENCE IS 1.5' E'LY OF LINE

SET 5/8" IRON ROD AT CORNER

CHAINLINK FENCE IS 1.4' E'LY OF CORNER

SET MAG NAIL AT CORNER

TOP OF CONCRETE BLOCK RETAINING WALL IS ON LINE

TOP OF CONCRETE BLOCK RETAINING WALL IS 0.7' SE'LY OF LINE

10.0' COMED EASEMENT PER DOC. 201698072

20.0' EASEMENT DEPICTED AS "EXISTING EASEMENT" UPON DOC. 201698072. SURVEYOR WAS NOT PROVIDED WITH ANY FURTHER DOCUMENTATION OF THIS EASEMENT.

20.0' COMED EASEMENT PER DOCUMENT 21698072

FOUND 3/4" IRON PIPE AT CORNER

LOT 36 · LOT 54 · LOT 55 · LOT 56 · LOT 57 · LOT 58 · LOT 59 · LOT 60

[N43°28'13"E, 380.05 (N43°28'56"E, 380')]
[S43°40'38"W 361.72']
[S43°42'56"W 1662.75']
[N46°30'18"W 1086.45 (N46°32'04"W)]
[N46°32'30"W 676.32 (N46°32'04"W)]
[S43°50'24"W 1662.87']
[N46°34'13"W 34.34' [34.34']]
[S40°48'18"W, 30.87']
[S89°50'36"E, 212.55']
[N86°44'24"W 143.45' (N86°11'11"W 143.65')]
[S00°09'15"W 357.53' (S00°02'13"W 357.56')]
[S00°09'15"W 585.33' (S00°01'47"W 585.29')]
[S00°09'15"W 210.28' (S00°01'47"E, S00°02'13"W 210.00)]
[S32°10'28"W 208.27' (S32°07'13"W 208.27')]
[S89°58'13"E (S89°57'47"E)]
[S89°58'13"E (S89°57'47"E)]
[S86°58'13"E (S86°57'47"E)]
[N89°49'20"W 188.88' (N89°58'13"W 188.99' (N89°57'47"W 189')]
[S00°16'34"W 5.63' (S00°24'13"E 5.62' (S00°02'13"E 5.64')]
[S83°12'18"E, 579.11 (S83°14'00"E, 579.37')]
[S83°04'45"E, 579.20']
[S83°12'18"E 768.33' (S83°14'00"E 768.36' [768.59']]
[S83°12'18"E 189.22' (S83°14'00"E)]
[N00°09'15"E 90.75' (N00°02'13"E 90.83')]
[S00°09'15"W 90.83' (S00°02'13"W 90.75')]
[S00°09'15"W 90.75' (S00°02'13"W 90.83')]
[S00°01'47"W 357.56']
[S00°01'47"W 585.29']
[S00°01'47"W 210.00']
[S00°01'47"W 210.00']
[S00°01'47"W 210.00

Date: 4/28/2023

| Friday | Time | Number of Cars Parked |
|---|---|---|
| AM | 10:00 | 21 |
| | 10:30 | 24 |
| | 11:00 | 22 |
| | 11:30 | 35 |
| PM | 12:00 | 41 |
| | 12:30 | **59** |
| | 1:00 | 57 |
| | 1:30 | 51 |
| | 2:00 | 50 |
| | 2:30 | 52 |
| | 3:00 | 48 |
| | 3:30 | 50 |
| | 4:00 | 47 |
| | 4:30 | 40 |
| | 5:00 | 39 |
| | 5:30 | 30 |
| | 6:00 | 28 |
| | 6:30 | 17 |
| | 7:00 | 13 |
| | 7:30 | 6 |
| | 8:00 | 5 |
| | | |

Date: 4/29/2023

| Saturday | Time | Number of Cars Parke |
|---|---|---|
| AM | 10:00 | 30 |
| | 10:30 | 36 |
| | 11:00 | 39 |
| | 11:30 | 47 |
| PM | 12:00 | 51 |
| | 12:30 | **55** |
| | 1:00 | 52 |
| | 1:30 | 46 |
| | 2:00 | 43 |
| | 2:30 | 53 |
| | 3:00 | 49 |
| | 3:30 | 45 |
| | 4:00 | 48 |
| | 4:30 | 50 |
| | 5:00 | 42 |
| | 5:30 | 37 |
| | 6:00 | 32 |
| | 6:30 | 34 |
| | 7:00 | 26 |
| | 7:30 | 15 |
| | 8:00 | 6 |
| | | |

Date: 4/30/2023

| Sunday | Time | Number of Cars Parked |
|---|---|---|
| AM | 10:00 | 21 |
| | 10:30 | 24 |
| | 11:00 | 22 |
| | 11:30 | 26 |
| PM | 12:00 | 31 |
| | 12:30 | 36 |
| | 1:00 | **39** |
| | 1:30 | 29 |
| | 2:00 | 31 |
| | 2:30 | 27 |
| | 3:00 | 24 |
| | 3:30 | 19 |
| | 4:00 | 12 |
| | 4:30 | 14 |
| | 5:00 | 9 |
| | | |
| | | |

# GENERAL

A. CODES AND PERMITS:

1. COMPLY WITH ALL APPLICABLE CODES, OBTAIN ALL NECESSARY APPROVALS AND PAY FOR ALL NECESSARY PERMITS PRIOR TO COMMENCEMENT OF WORK.

2. PLUMBING AND DRAINAGE SYSTEMS TO BE INSTALLED AS PER APPROVED DRAWINGS AND IN ACCORDANCE WITH THE ILLINOIS BUILDING CODE, (LATEST EDITIONS AND AMENDMENTS) AND LOCAL AUTHORITY'S REQUIREMENTS.

3. ALL MATERIALS AND EQUIPMENT SHALL HAVE PRIOR APPROVAL FOR THE APPLICATION BY THE AUTHORITIES HAVING JURISDICTION, E.G. UL AND AGA.

B. PIPING MATERIALS:

1. DOMESTIC SUPPLY PIPING:
ABOVE THE FINISH FLOOR SHALL BE TYPE "L" COPPER.
BELOW THE SLAB-ON-GRADE LESS THAN 2" SHALL BE TYPE "K" COPPER LINES 2" AND LARGER SHALL BE DUCTILE IRON.

2. ABOVEGROUND: SANITARY AND STORM LINES SHALL BE CAST IRON PIPE COMPLYING WITH ASTM A74 AND NSF 14 WITH WELDED JOINTS. VENT LINES SHALL BE SCHEDULE 40 PVC PIPE COMPLYING WITH ASTM 2665-74 AND NSF 14 WITH WELDED JOINTS (IF CODE PERMITS).

CEILING: SANITARY AND VENT LINES SHALL BE SCHEDULE 40 CPVC PIPE COMPLYING WITH ASTM/E8/UL723 AND ICC-PMG 1278 LISTING FOR PLENUM USE.

UNDERGROUND: SANITARY AND VENT LINES TO BE CAST IRON.

D. NOTES:

1. CONTRACTOR SHALL BECOME FAMILIARIZED WITH SITE CONDITIONS PRIOR TO SUBMITTING BIDS. CLAIMS FOR EXTRAS DUE TO SITE CONDITIONS WILL NOT BE ACCEPTED.

2. EXCAVATE AND CONFIRM THE LOCATION AND INVERT OF EXISTING STORM AND SANITARY CONNECTIONS AT PROPERTY LINE PRIOR TO WORK COMMENCING. IF EXISTING CONNECTIONS AT PROPERTY LINE ARE FOUND TO BE UNSUITABLE (INSUFFICIENT SIZE OR UNACCEPTABLE INVERT) PLUMBING CONTRACTOR SHALL INFORM THE OWNER/ENGINEER.

3. COORDINATE WITH GENERAL CONTRACTOR LOCATIONS AND SIZES OF REQUIRED PLUMBING CHASES AND ANY ADDITIONAL BRACING BETWEEN STUDS FOR WALL HUNG FIXTURES.

4. COORDINATE WITH GENERAL CONTRACTOR ANY REQUIRED CUTTING OF STRUCTURE TO FACILITATE PASSAGE OF PIPES.

5. THESE DRAWINGS INDICATE DIAGRAMMATICALLY THE INTENT, GENERAL CHARACTER, REQUIREMENTS AND LOCATION OF THE WORK SHOWN AND INCLUDED. THE WORK INDICATED, BUT HAVING MINOR DETAILS OBVIOUSLY OMITTED, SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.

6. CONTRACTOR IS RESPONSIBLE TO FURNISH AND INSTALL ALL LABOR AND MATERIALS NECESSARY FOR A COMPLETE SYSTEM. WHERE THERE IS NO MENTION OF THE RESPONSIBLE PARTY FOR A SPECIFIC ITEM TO BE FURNISHED OR INSTALLED ON THE DRAWINGS, THE DRAWING'S TRADE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ALL RELATED PURCHASES AND LABOR FOR A COMPLETE OPERATING SYSTEM FOR THIS ITEM. THIS CONTRACTOR SHALL PAY ALL PERMIT FEES, PLAN REVIEW FEES, LICENSE FEES, INSPECTIONS, AND TAXES APPLICABLE TO THEIR DIVISION AND SHALL BE INCLUDED IN THE BASE BID AS PART OF THEIR CONTRACT.

7. CONTRACTOR SHALL BE LICENSED, BONDED, INSURED AND CAPABLE OF PERFORMING QUALITY WORKMANSHIP. THIS CONTRACTOR GUARANTEES ALL OF HIS WORK AND MATERIALS FOR A PERIOD OF ONE (1) FULL YEAR AFTER FINAL ACCEPTANCE BY THE OWNER AND ENGINEER.

8. CONTRACTOR SHALL ESTABLISH SAFE WORKING PROCEDURES FOR THE PROTECTION OF THE WORKMEN IN ALL PHASES OF WORK, COMPLYING WITH ALL APPLICABLE PROVISIONS OF CITY, STATE, AND FEDERAL SAFETY LAWS (OSHA) AND AS RECOMMENDED IN THE MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" AS ISSUED BY THE ASSOCIATION OF GENERAL CONTRACTORS OF AMERICA, INC., 20TH AND E. STREETS, N.W. WASHINGTON, D.C.

9. CONTRACTOR SHALL VERIFY ALL MOUNTING, ARRANGEMENTS, HEIGHTS AND LOCATIONS PRIOR TO ROUGH-IN. ANY MENTION OF A SPECIFIC MOUNTING ARRANGEMENT, HEIGHT OR LOCATION SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO VERIFY THE SPECIFIC REQUIREMENT FURNISHED OR THE TRADES WORKING IN THE SAME AREA. NO ADDITIONS TO THE CONTRACT SUM WILL BE PERMITTED FOR ITEMS INSTALLED IN WRONG LOCATIONS, IN CONFLICT WITH OTHER WORK, ETC.

10. ALL CUTTING AND PATCHING (TO ORIGINAL STATE) OF BUILDING MATERIALS AS REQUIRED FOR INSTALLATION OF A COMPLETE WORKABLE SYSTEM. CONTRACTOR SHALL FURNISH AND INSTALL ALL SLEEVES THRU WALLS AND CORING THRU FLOORS.

11. UPON COMPLETION OF THE WORK, CONTRACTOR SHALL REVIEW AND CHECK THE ENTIRE PORTION OF WORK, CLEAN EQUIPMENT AND DEVICES, REMOVE SURPLUS MATERIALS AND RUBBISH FROM THE PROPERTY AND LEAVE THE WORK IN NEAT AND CLEAN ORDER AND IN COMPLETE WORKING CONDITION. EACH RESPECTIVE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY CARTONS, DEBRIS, EQUIPMENT. ETC., INSTALLED BY THIS CONTRACTOR INCLUDING EQUIPMENT FURNISHED BY OTHERS AND UNCRATED OR REMOVED FROM CARTONS BY THIS CONTRACTOR.

12. BEFORE PLACING WATER SYSTEM IN OPERATION, CHLORINATE ENTIRE SYSTEM IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL AND STATE PLUMBING CODES, SUPPLY CERTIFICATE OF COMPLIANCE. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE PUMPING AND DRAINING OF TRENCHES OR PITS NECESSARY FOR THE INSTALLATION OF HIS WORK.

13. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING THE PURCHASE, DELIVERY, RECEIVING, UNLOADING, STORING, SETTING IN PLACE, AND PROTECTING OF ALL NEW EQUIPMENT FURNISHED BY THIS CONTRACTOR AND EQUIPMENT FURNISHED BY OWNER AND INSTALLED BY THIS CONTRACTOR FROM DAMAGE BY VANDALISM AND WEATHER DURING CONSTRUCTION.

14. CONTRACTOR TO VERIFY IN FIELD AND PROVIDE EXTENSIONS REQUIRED TO ADJUST ALL FIXTURES TO GRADE LEVEL TO MAINTAIN INVERTS AS DETERMINED BY ALL FIXTURES RELATED (GREASE TRAPS, MAN HOLES. ETC.)

15. DISINFECTION OF POTABLE WATER SYSTEM SHALL BE AS FOLLOWS: GENERAL; NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE PURGED OF DELETERIOUS MATTER AND DISINFECTED PRIOR TO UTILIZATION. THE METHOD TO BE FOLLOWED SHALL BE THAT PRESCRIBED BY THE HEALTH AUTHORITY HAVING JURISDICTION OR, IN THE ABSENCE OF A PRESCRIBED METHOD, THE PROCEDURE DESCRIBED IN EITHER AWWA C651 OR AWWA C652 LISTED IN CHAPTER 19. OR AS DESCRIBED IN THIS SECTION. THIS REQUIREMENT SHALL APPLY TO "ONSITE" OR "IN-PLANT" FABRICATION OF A SYSTEM OR TO A MODULAR PORTION OF A SYSTEM.

A. THE PIPE SYSTEM SHALL BE FLUSHED WITH CLEAN, POTABLE WATER UNTIL DIRTY WATER DOES NOT APPEAR AT THE POINTS OF OUTLET.

B. THE SYSTEM OR PART THEREOF SHALL BE FILLED WITH A WATER/CHLORINE SOLUTION AT LEAST 50 PARTS PER MILLION (50 MG/L) OF CHLORINE, AND THE SYSTEM OR PART THEREOF SHALL BE VALVED OFF AND ALLOWED TO STAND FOR 24 HOURS; OR THE SYSTEM OR PART THEREOF SHALL BE FILLED WITH A WATER CHLORINE SOLUTION AT LEAST 200 PARTS PER MILLION (200 MG/1) OF CHLORINE AND ALLOWED TO STAND FOR 3 HOURS.

C. FOLLOWING THE REQUIRED STANDING TIME, THE SYSTEM SHALL BE FLUSHED WITH CLEAN POTABLE WATER UNTIL THE CHLORINE IS PURGED FROM THE SYSTEM.

D. THE PROCEDURE SHALL BE REPEATED WHERE SHOWN BY A BACTERIOLOGICAL EXAMINATION THAT CONTAMINATION REMAINS PRESENT IN THE SYSTEM.

E. INSPECTIONS AND APPROVALS:

1. ALL WORK AND MATERIALS WILL BE SUBJECT TO INSPECTION FROM TIME TO TIME BY THE ENGINEER AND THE AUTHORITY HAVING JURISDICTION. INFORM THE ENGINEER 48 HOURS IN ADVANCE OF ANY TESTS OR COVERING BURYING OR CONCEALMENT OF SERVICES TO ALLOW FOR INSPECTION. DO NOT COVER, BURY OR CONCEAL SERVICES WITHOUT THE ENGINEER'S APPROVAL.

2. DO NOT CHANGE ANY MATERIAL, EQUIPMENT OR CONSTRUCTION METHOD FROM WHAT IS SHOWN ON THE DRAWINGS AND SPECIFICATION WITHOUT THE APPROVAL OF THE ENGINEER. ANY CHANGES MADE WITHOUT THE ENGINEER'S AUTHORIZATION MAY RESULT IN THE WORK NOT BEING ACCEPTED AND/OR DELAY IN ISSUANCE OF THE FINAL LETTER OF ASSURANCE.

3. THE DOCUMENTS INDICATE THE MINIMUM STANDARDS TO BE APPLIED TO THE WORK. ANY APPROVAL OF, OR AGREEMENT TO, A LOWER STANDARD, BY ANY PERSON OR AUTHORITY WILL NOT NECESSARILY BE APPROVED BY THE ENGINEER AND MAY RESULT IN THE WORK NOT BEING ACCEPTED AND/OR DELAY IN ISSUANCE OF THE FINAL LETTER OF ASSURANCE.

F. COOPERATION WITH OTHER TRADES:

1. GIVE FULL COOPERATION TO OTHER SUB TRADES AND FURNISH ANY INFORMATION NECESSARY TO PERMIT THE WORK OF ALL SUB TRADES TO BE INSTALLED SATISFACTORILY AND WITH THE LEAST POSSIBLE INTERFERENCE OR DELAY.

2. INSTALL ALL EQUIPMENT AND PIPING TO OBTAIN CEILING HEIGHTS SPECIFIED. IN CASE OF CONFLICT, NOTIFY THE ENGINEER BEFORE FABRICATING AND INSTALLING ANY ITEM REFERRED TO ABOVE. CARRY OUT ANY REQUIRED ADJUSTMENT.

G. MATERIALS AND WORKMANSHIP:FIND

1. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND APPARATUS REQUIRED FOR WORK SHALL BE NEW, OF GOOD QUALITY AND SHALL BE FURNISHED, DELIVERED, ERECTED, CONNECTED AND FINISHED IN EVERY DETAIL, AND SHALL BE SELECTED AND ARRANGED SO AS TO FIT PROPERLY INTO THE BUILDING SPACES. WHERE NO SPECIFIC KIND OR QUALITY OF MATERIAL IS GIVEN, A GOOD STANDARD ITEM, AS APPROVED BY THE ENGINEER, SHALL BE FURNISHED.

2. USE SKILLED AND QUALIFIED, FITTERS, PLUMBERS, METAL WORKERS, WELDERS, HELPERS, AND LABOR REQUIRED TO UNLOAD, TRANSFER. ERECT, CONNECT UP, ADJUST, START, OPERATE AND TEST SUCH SYSTEMS. HELPERS AND UNQUALIFIED WORKERS WILL BE DIRECTLY SUPERVISED AT ALL TIMES WHILE WORKING ON THE SITE BY QUALIFIED TRADES PERSONS.

3. UPON REQUEST BY THE ENGINEER, PRODUCE COPIES OF TRADE QUALIFICATIONS OF ANY SELECTED WORKERS.

4. THE ENGINEER SHALL HAVE THE RIGHT TO REJECT ANY ITEM THAT, IN HIS/HER OPINION, DOES NOT CONFORM TO AN ACCEPTABLE STANDARD OF QUALITY, QUIETNESS OF OPERATION, FINISH, APPEARANCE AND PERFORMANCE, UNACCEPTABLE MATERIAL AND/OR WORKMANSHIP MUST BE RECTIFIED TO THE APPROVAL OF THE ENGINEER.

5. UNLESS NOTED OTHERWISE, ALL FIXTURES SHALL BE PROVIDED WITH APPLICABLE ACCESSORIES (SUCH AS SUPPLY STOPS, WASTE TRAPS, FIXTURE MOUNTING SUPPORTS, BOLT CAPS, WATER CLOSET SEATS, ETC., AS REQ'D.)

6. ALL EQUIPMENT AND DEVICES SHALL BEAR AGA, CSA OR UL APPROVED LABELS AND CERTIFICATIONS SHALL VERIFY IF LOCAL CODE REQUIRED.

H. SUBMITTALS:

1. PRIOR TO COMMENCEMENT OF WORK, SUBMIT COMPLETE SHOP DRAWINGS ELECTRONICALLY (PDF FILES) ON ALL SPECIFIED OR APPROVED EQUAL MATERIALS TO BE USED. ALLOW 5 WORKING DAYS FOR THE ENGINEER TO REVIEW.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DELAYS CAUSED BY ANY REQUIRED RESUBMISSION OF SHOP DRAWINGS.

3. THE ENGINEER'S REVIEW IS FOR GENERAL COMPLIANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS AND WILL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR CORRECTNESS OF PERFORMANCE, FUNCTION, DETAILS AND DIMENSIONS.

4. WHERE ALTERNATE EQUIPMENT HAS BEEN SUBMITTED THE CONTRACTOR BEARS RESPONSIBILITY FOR ANY REDESIGN AND CONSTRUCTION REQUIRED TO ACCOMMODATE THE EQUIPMENT.

I. DRAWINGS AND SPECIFICATIONS:

1. CONTRACT DRAWINGS FOR PLUMBING WORK ARE IN PART DIAGRAMMATIC, INTENDED TO CONVEY THE SCOPE OF WORK AND INDICATE GENERAL ARRANGEMENT OF EQUIPMENT AND PIPING. THIS CONTRACTOR SHALL LAY OUT THE WORK AT THE SITE AND PROVIDE ANY NECESSARY OFFSETS AND ADJUSTMENTS TO SUIT SITE CONDITIONS AND AVOID CONFLICT WITH OTHER TRADES.

2. CARE SHALL BE TAKEN TO ENSURE THAT THE INSTALLATION IS IN ACCORDANCE WITH DETAILED DRAWINGS, WHERE GIVEN, AND THAT THE INSTALLATION MEETS THE DESIGN REQUIREMENTS.

3. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COMPLEMENTARY. ANYTHING CALLED FOR IN THESE SPECIFICATIONS OR SHOWN ON THE DRAWINGS SHALL BE CONSIDERED AS APPEARING IN BOTH.

4. ANY DISCREPANCIES FOUND BETWEEN DRAWINGS AND SPECIFICATIONS, LEAVING IN DOUBT THE TRUE INTENT OR MEANING SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE WORK BEING PERFORMED.

# EXECUTION

TESTING:

1. SANITARY PIPING: TEST UNDER 10 FEET STANDING HEAD.

2. WATER PIPING: PRESSURE TEST AT 1-1/2 TIMES THE SYSTEM PRESSURE BUT AT LEAST 100. PSI BY AIR OR WATER, FOR 1 HOURS, WITH NO SIGNIFICANT PRESSURE DROP.

3. ALTERNATE TESTS WILL GOVERN AS CALLED FOR BY PLUMBING INSPECTOR. TESTING SHALL BE WITNESSED AND SIGNED BY OWNER.

A. INSTALLATION:

1. PROVIDE CHROME PLATED ESCUTCHEON PLATES WHEREVER PLUMBING LINES PENETRATE A FINISHED WALL.

2. PROVIDE SHUT OFF VALVES AND ACCESSORIES IN ACCESSIBLE LOCATIONS TO EACH APPLIANCE, PIECE OF EQUIPMENT, FIXTURE GROUP OR BRANCHES. PROVIDE VALVES IN ACCORDANCE WITH CODES AND WHERE SHOWN ON THE DRAWINGS.

3. INSTALL BALANCING VALVES WHERE SHOWN ON THE DRAWINGS OR AS REQUIRED AND ADJUST THE VALVES FOR BALANCED FLOW ON THE RECIRCULATION SYSTEM.

4. IDENTIFY EACH PIPING SYSTEM WITH STICK ON DECALS TO INDICATE SERVICE AND DIRECTION OF FLOW. DO NOT RUN WATER PIPES IN OUTSIDE WALLS WITHOUT PROTECTION FROM FREEZING TO THE ENGINEER'S APPROVAL.

5. THREADED FITTINGS ON GALVANIZED STEEL PIPING SHALL BE 150# CLASS GALVANIZED MALLEABLE IRON FILLING CONFORMING TO ASTM A-197 SPECIFICATION.

6. FURNISH AND INSTALL UNIONS WHERE INDICATED OR NECESSARY FOR REPAIR OR SERVICE. UNIONS 2" AND SMALLER SHALL BE STANDARD GROUND JOINT BRASS TO IRON SEAT, MALLEABLE IRON, SCREWED. UNIONS 2-1/2" AND LARGER SHALL BE STANDARD CAST IRON FLANGED UNIONS 125# CLASS.

7. HORIZONTAL SOIL OR WASTE LINES SHALL BE AT A SLOPE OF NOT LESS THAN 1/8" PER FOOT AND SHALL BE HELD CLOSE TO THE CONSTRUCTION TOO MAINTAIN A MAXIMUM OF HEAD ROOM. ALL CHANGES OF DIRECTION AND JUNCTIONS SHALL BE MADE WITH "Y" FITTINGS AND 1/8 BENDS.

8. HOT AND COLD WATER PIPING SHALL BE PROPERLY PITCHED TO LOW POINTS IN THE SYSTEM WHERE DRAINS SHALL BE INSTALLED.

9. VALVES SHALL BE MANUFACTURED BY CRANE, STOCKHAM. VALVE NUMBERS INDICATED HERE ARE CRANE. GATE VALVE, 2" AND SMALLER, #428. GLOBE VALVE, 2" AND SMALLER #7 CHECK VALVE, 2" AND SMALLER, #36. VALVES ARE SUITABLE FOR IRON OR STEEL PIPE ONLY. IF COPPER PIPING IS USED, MODIFY VALVE NUMBERS AS REQUIRED AND SUBMIT PROPER VALVES FOR APPROVAL.

10. ALL SUPPLY PIPING TO BE RUN OVERHEAD, UNLESS NOTED OTHERWISE.

11. ALL SUPPLY PIPING TO BE A MINIMUM OF 3/4" DIA., UNLESS NOTED OTHERWISE.

12. EACH FIXTURE WILL HAVE A 3/4" X 12" AIR CHAMBER.

13. DO NOT USE PVC IN PLENUM RETURN CEILING.

14. ALL FIXTURES WILL BE FURNISHED WITH INTEGRAL STOPS.

15. ALL FLOOR DRAINS AND FIXTURES TO BE BOLTED IN ACCORDANCE WITH LOCAL CODES.

16. ALL HORIZONTAL BENT PIPING SHALL BE RUN ABOVE FINISHED CEILINGS AND SLOPED UP TOWARD MAIN SANITARY.

17. THE PLUMBING CONTRACTOR WILL NOT INSTALL COMBUSTIBLE PIPING MATERIAL IN OR THROUGH FIRE RATED ASSEMBLES.

18. HORIZONTAL DRAINAGE PIPING SHALL BE PITCHED NOT LESS THAN ¼" PER FOOT FOR PIPING 3" DIA. AND UNDER, WHILE HORIZONTAL DRAINAGE PIPING SHALL BE PITIED NOT LESS THEN 1/8" PER FOOT FOR PIPING 4"C DIA. AND OVER.

19. ALL CONNECTIONS BETWEEN DISSIMILAR METALS SHALL BE MADE WITH DIELECTRIC UNIONS OR COUPLINGS.

20. PIPES WHICH PASSING THROUGH THE FOUNDATION OR RATED WALL SHALL BE SLEEVED WITH WATER STOP OR FIRE RESIST "DEPEND TO THE APPLICATION" TO PROVIDE NOT LESS THAN 1" CLEARANCE AROUND THE PIPE. THE OPENING BETWEEN THE PIPE AND THE PIPE SLEEVE SHOULD BE TIGHTLY PACKED WITH OAKUM AND CAULKED WITH LEAD.

E. INSULATION:

1. ALL INSULATION WORK SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE PLUMBING CODE AND AUTHORITIES HAVING JURISDICTION BY AN EXPERIENCED FIRM WITH AN ESTABLISHED REPUTATION IN THIS FIELD, AND TO THE SATISFACTION OF THE ARCHITECT/ENGINEER

2. ALL DOMESTIC WATER PIPING TO BE INSULATED WITH FIBERGLASS INSULATION AND VAPOR BARRIER PER FOLLOWING:
   - CW : ALL SIZE, 1" INSULATION.
   - HW & HWR : 1" AND SMALLER , 1" INSULATION.
   - VTR : ALL SIZE, 1/2" INSULATION WITHIN 10' FROM ROOF PENETRATION.

3. INSULATION TO BE AS MANUFACTURED BY INSUL-SHIELD OR KNAUF INDUSTRIES. ONE PIECE MOLDED INSULATION WITH SELF SEALING ADHESIVE. ALL FITTINGS TO BE COMPLETE WITH ONE PIECE PRE MOLDED HIGH IMPACT PVC FITTING COVERS.

4. ALL SANITARY P-TRAPS IN AREAS SUBJECT TO FREEZING SHALL BE INSULATED WITH MIN. 1/2" INSULATION COMPLETE WITH VAPOR BARRIER.

5. FIRE RATED CEILING: PIPE INSULATION SHALL BE FIRE RATED AND COMPLY WITH REQUIREMENTS OF DIVISION 07 FOR PIPE INSULATION AND SEAL PENETRATIONS.

G. HANGERS:

1. SUPPORT PIPING ON ADJUSTABLE MALLEABLE IRON OR WROUGHT STEEL HANGERS. GRINNELL #97, 101, 260, 269R APPROVED, EQUAL. INSTALLATION AND SPACING SHALL BE AS REQUIRED BY GOVERNING CODE AND AUTHORITIES HAVING JURISDICTION.

2. PIPE STRAPPING USED IN PLACE OF APPROVED PIPE HANGERS WILL NOT BE ACCEPTED.

3. HANGERS SHALL BE OF STANDARD WEIGHT STEEL OR IRON ROD AND RING OR CLEVIS TYPE.

4. ALL SUSPENDED HORIZONTAL PIPING SHALL BE SUPPORTED BY HANGERS WAGED NO FURTHER THAN 8'-0" APART (4'-0" APART FOR PVC PIPING). NO PIPING SHALL BE SELF-SUPPORTING NOR BE SUPPORTED FROM EQUIPMENT CONNECTIONS.

5. SUPPORTS AND HANGERS SHALL BE INSTALLED TO PERMIT FREE EXPANSION AND CONTRACTION IN PIPING SYSTEMS UNLESS PIPE REQUIRES FIRM ANCHOR CONTROL.

H. CLEANOUTS:

1. CLEANOUTS SHALL BE INSTALLED ON ALL INTERIOR AND EXTERIOR SANITARY AND STORM DRAINAGE PIPING IN ACCORDANCE WITH LOCAL PLUMBING CODES.

2. CLEANOUTS SHALL BE FULL SIZE FOR PIPES OF 4" DIAMETER AND LESS, AND 4" SIZE FOR ALL LARGER PIPES.

3. CLEANOUTS IN SIDEWALKS, CONCRETE OR PAVED AREAS FOR OUTSIDE DRAINAGE PIPING AND FOOTING DRAINS TO BE EXTENDED TO SURFACE IN C.I. PIPE WITH PIPE ANCHORED IN 12" X 12" X 6" COLLAR OF CONCRETE.

4. WHERE CLEANOUTS MUST BE INSTALLED IN FINISHED FLOORS USE APPROPRIATE CLEANOUT COVERS.

5. CLEANOUTS SHALL BE PLACED AT ALL DEAD ENDS, AT CHANGES OF DIRECTION, AT 50'-0" INTERVALS ON HORIZONTAL RUNS, OUT OF HIGH TRAFFIC AREAS, (NOT UNDER CASES) ETC. WHERE CLEANOUTS OCCUR CONCEALED SPACES, THEY SHALL BE PROVIDED WITH EXTENSION TO FLOOR ABOVE OR TO WALLS. A HAND-HOLE TEST TEE SHALL BE PLACED AT THE BASE OF EACH STAGE.

I. ACCESS DOORS:

1. PROVIDE ACCESS TO ALL CONCEALED PLUMBING EQUIPMENT FOR OPERATION, MAINTENANCE, CALIBRATION AND ADJUSTMENT, INCLUDING: VALVES, UNIONS, AND CLEANOUTS.

2. ACCESS DOORS FOR CLEANOUTS SHALL BE 8" X 8" MINIMUM. ALL OTHER ACCESS DOORS SHALL BE A MINIMUM OF 12" X 12". WHERE FULL BODY OR HEAD AND SHOULDERS ACCESS IS REQUIRED, DOORS SHALL BE 24" X 24".

3. ACCESS DOORS IN DRYWALL PARTITIONS OR CEILINGS, TILE OR MASONRY WALLS SHALL BE FLUSH TYPE MADE OF 16 GA STEEL HAVING MOUNTING FLANGE, CONCEALED HINGES AND SCREWDRIVER CAM LOCKS. ACUDOR TYPE UF 5000.

4. ACCESS DOORS TO HAVE PRIMER FINISH EXCEPT FOR CERAMIC TILED AREAS WHERE ACCESS DOOR SHALL BE STAINLESS STEEL.

5. ACCESS DOORS REQUIRED IN FIRE PARTITIONS AND SIMILAR FIRE RATED STRUCTURE SHALL BE U.L. APPROVED FIRE DOORS, SUITABLE FOR THE STRUCTURE IN WHICH THEY ARE TO BE LOCATED. ACCESS DOORS SHALL BE AS MANUFACTURED BY ACUDOR OR APPROVED EQUAL.

J. FIRE STOPPING:

1. ALL FIRE STOPPING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING CODE TO MAINTAIN FIRE RATINGS OF THE STRUCTURE AND FINISHES. MATERIAL USED FOR FIRE STOPPING SHALL BE TESTED AND APPROVED FOR THE PARTICULAR APPLICATION. PROVIDE COPIES OF THE TEST RESULTS TO THE ENGINEER ON REQUEST.

2. PIPES PASSING THROUGH WALLS AND FLOORS SHALL NOT BE IN DIRECT" CONTACT WITH THE STRUCTURE. PENETRATIONS SHALL BE SIZED TO ALLOW 1/2" CLEARANCE BETWEEN THE PIPE AND THE STRUCTURE.

3. PIPES PENETRATING OR PARTLY PENETRATING FIRE SEPARATIONS, FIREWALLS AND FIRE RATED STRUCTURES SHALL HAVE THE 1/2" SPACE BETWEEN THE PIPE AND THE STRUCTURE CAULKED WITH UL APPROVED HIGH TEMPERATURE INSULATION CEMENT TO AVOID FIRE, SMOKE AND SOUND TRANSMISSION.

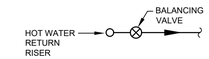
4. PIPES PASSING THROUGH WALLS AND FLOOR THAT ARE NOT ARE RATED SHALL HAVE THE 1/2" SPACE BETWEEN THE PIPE AND THE STRUCTURE CAULKED WITH INSULATION AND/OR INSULATION CEMENT TO AVOID SOUND, SMOKE AND DUST TRANSMISSION.

5. THIS WORK TO BE UNDERTAKEN BY QUALIFIED TRADES PEOPLE ONLY.

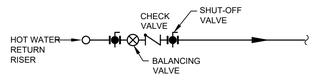
# PLUMBING SYMBOL LIST

| SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION |
|---|---|---|---|
| A.F.F. | ABOVE FINISHED FLOOR | —— - —— | COLD WATER LINE |
| AG | AIR GAP | —— - - —— | HOT WATER LINE |
| C.I. | CAST IRON | —— - - - - —— | HOT WATER RECIRCULATION |
| CO | CLEANOUT | ——S—— | SUSPENDED SANITARY |
| CW | COLD WATER SUPPLY | ——US—— | UNDERGROUND SANITARY |
| FD | FLOOR DRAIN | ---------- | SUSPENDED VENT |
| HWT | HOT WATER TANK | o— | DOWN (ELBOW) |
| LAV | LAVATORY | o— | RISER UP (ELBOW) |
| OSD | OPEN SITE DRAIN | —▮— | BALL VALVE |
| P | PUMP | —▷— | CHECK VALVE |
| PC | PLUMBING CONTRACTOR | —▷◁— | GATE VALVE |
| RD | ROOF DRAIN | —\|\|— | UNION |
| SAN | SANITARY | ► | DIRECTION OF FLOW |
| SK | SINK | | |
| ST | STORM | | |
| UR | URINAL | | |
| UG | UNDER GROUND | | |
| V | VENT | | |
| V.I.F. | VERIFY IN FIELD | | |
| VTR | VENT THRU ROOF | | |
| WC | WATER CLOSET | | |
| WH | WATER HEATER | | |
| E.T.R. | EXISTING TO REMAIN | | |
| | | | |

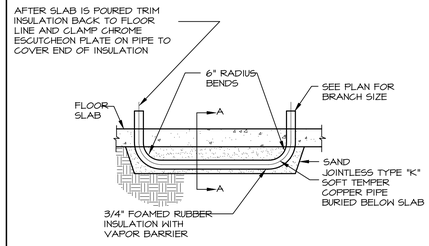
DISREGARD ANY SYMBOL OR ABBREVIATION THAT IS NOT APPLICABLE TO THIS PROJECT

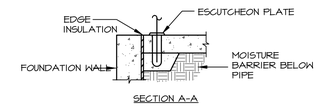



SYMBOL ON PLAN




**1 HOT WATER RETURN ASSEMBLY**
SCALE: NONE



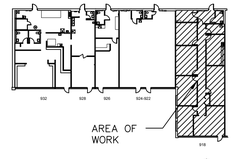




SECTION A-A

**2 UNDERGROUND DOMESTIC WATER PIPING**
SCALE: NONE


Pioneer Engineering Consultants Inc.
MEP & Fire Protection
"We Give Life to Buildings"

1413 Linar Ln.
Glenview, IL 60025
Tel. 847-845-3711
brucemech@gmail.com


Partial Strip Mall KEY PLAN

| Rev. No. | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| 1 | 02/06/23 | ISSUED FOR CLIENT REVIEW |

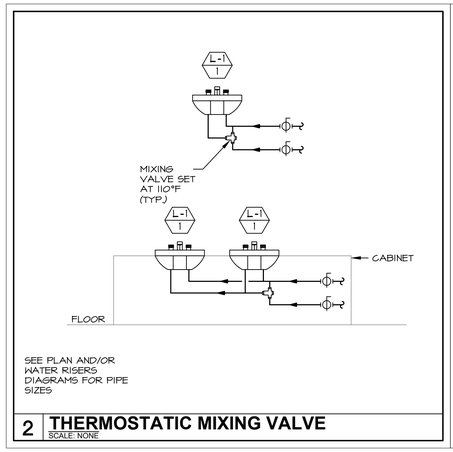
ISSUES & REVISIONS

LICENSED PROFESSIONAL ENGINEER
BEHROUZ SHEGARFI
062-060966
STATE OF ILLINOIS
EXP. 11.30.2023

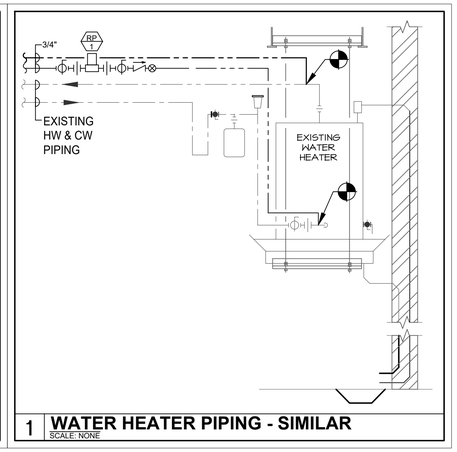
Project:
New Hand Sinks for Rooms 1 through 5
918 W. Algonquin Road
Arlington Heights, IL 60005

Sheet Title:
GENERAL NOTES & SYMBOL LIST

Date: 02/06/23
Proj. No: 2308
Drawn: BS
Checked: BS
Approved: BS
Sheet No: P0.1



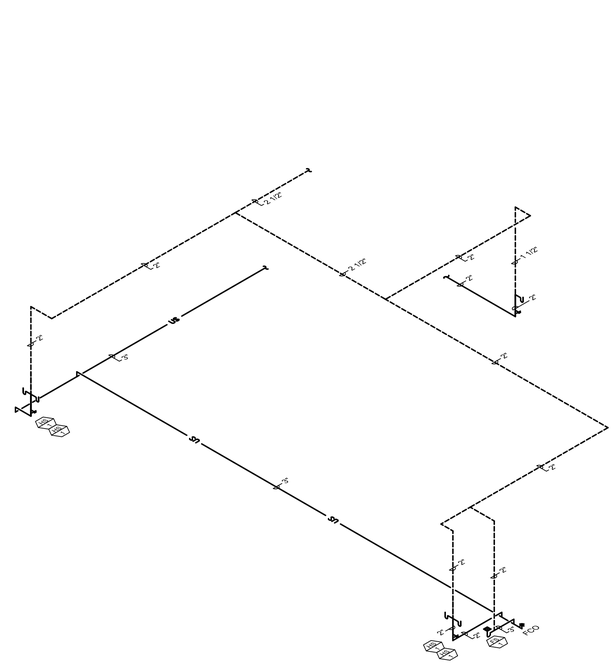

2 **THERMOSTATIC MIXING VALVE**
SCALE: NONE



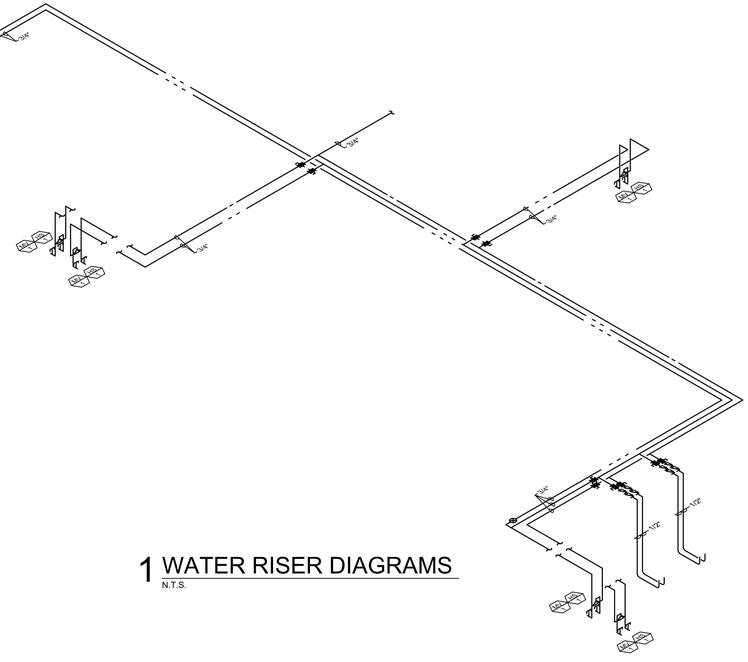

1 **WATER HEATER PIPING - SIMILAR**
SCALE: NONE

## PLUMBING EQUIPMENT SCHEDULE

| TAG | EQUIPMENT | QTY | MANUFACTURER & MODEL | TYPE | REMARKS |
|---|---|---|---|---|---|
| **CO** | CLEANOUT "FINISHED" | - | ZURN, ZN-1400-BP-NL JR SMITH, 4021 | FLOOR | ADJUSTABLE, C.I. BODY, GAS AND WATERTIGHT ABS TAPERED THREAD PLUG. FURNISH WITH SECURING SCREW. (EQUAL MANUFACTURERS: JOSAM, SIOUX CHIEF) |
| | CLEANOUT | - | ZURN, 1441-2 JR SMITH, 4422 | WALL | C.I. BODY, GAS AND WATERTIGHT ABS TAPERED THREAD PLUG. FURNISH WITH CHROME ACCESS COVER AND SECURING SCREW. (EQUAL MANUFACTURERS: JOSAM, SIOUX CHIEF) |
| | CLEANOUT "CARPET FLOOR" | - | ZURN, Z-1441-BP JR SMITH,4021-Y | FLOOR | C.I. BODY, ADJUSTABLE, POLISHED BRASS TOP WITH CARPER MARKER. (EQUAL MANUFACTURERS: JOSAM, SIOUX CHIEF) |
| **FS-1** | FLOOR SINK | 1 | JR SMITH 3110-12 | - | FLOOR SINK WITH BOTTOM STRAINER. 12"X12" SQUARE NICKEL BRONZE TOP, 1/2" GRATE. CAST IRON FLANGED RECEPTOR WITH SEEPAGE HOLES, ACID RESISTANT COATED INTERIOR, NICKEL BRONZE RIM AND SECURED GRATE. ALUMINUM DOME BOTTOM STRAINER. (EQUAL MANUFACTURERS: ZURN, SIOUX CHIEF) |
| **MV-1** | MIXING VALVE | 5 | WATTS, LFUSG-B-M2 | SINGLE SINK | ROUGH BRONZE FINISH. MIXING VALVE SET AT 110°F DISCHARGE TEMP. ASSE 1070, PRESSURE RATING OF 125 PSIG. FLOW RATE 4 GPM AT 45 PSIG. (EQUAL MANUFACTURERS: WATTS, BRADLEY, ZURN) |
| **HS-1** | HAND SINK | 5 | ELKAY, CHS1716-C CHICAGO FAUCET 631 Mc GUIRE LFH2165CCLK STOPS | WALL | 12"x9 1/4"x6" TYPE 304 STAINLESS STEEL. LK-8 CHROME PLATED STAMPED BRASS PERFORATED STRAINER. 7" HIGH BACK SPLASH, WALL HANGER, INTEGRAL S.S. SUPPORT BRACKETS. P-TRAP: 1 1/2" CAST BRASS WITH CLEANOUT AND WALL FLANGE. STOPS: HEAVY DUTY CHROME PLATED 3/8" ODx12" LONG AND BRASS STEAM. (EQUAL MANUFACTURERS: JUST, EAGLE GROUP) |
| **RP-1** | REC. PUMP | 1 | BELL & GOSSETT, PL-30 | INLINE | 1/12 HP, 115/1/60, 1750 RPM. 5 GPM @ 20' HD. 3/4" SUCTION & DISCHARGE SIZE. DRIP PROVE TYPE MOTOR, CAST IRON MOTOR HOUSING AND CASING. TC-1 AUTOMATIC TIMER KIT AND AQS AQUASTAT. |
| | | | | | |




2 WASTE RISER DIAGRAMS
N.T.S.



1 WATER RISER DIAGRAMS
N.T.S.

Pioneer Engineering Consultants Inc.
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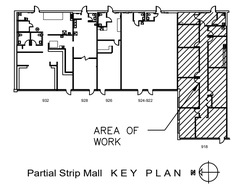
1413 Linar Ln.
Glenview, IL 60025
Tel. 847-845-3711
brucemech@gmail.com




| Rev. No. | Date | Description |
|---|---|---|
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| 1 | 02/06/23 | ISSUED FOR CLIENT REVIEW |

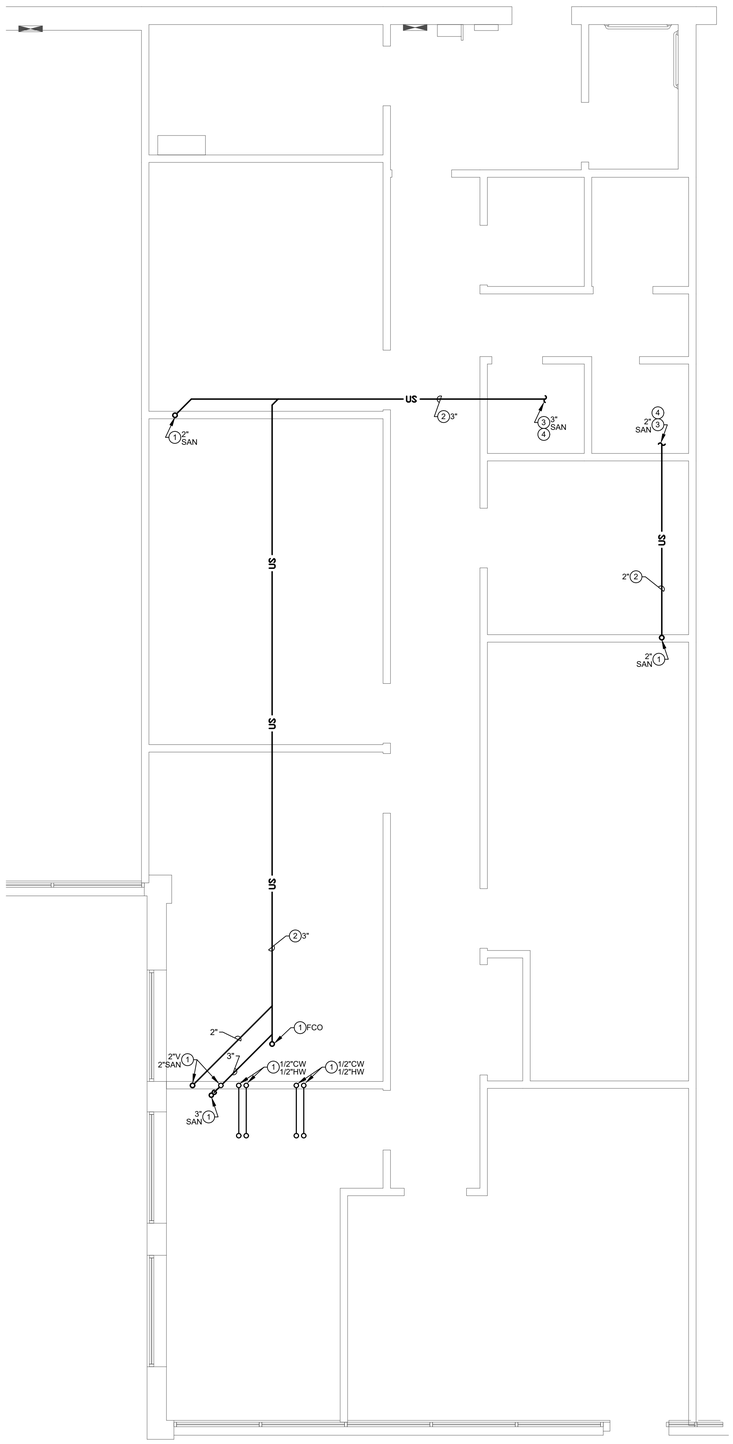
ISSUES & REVISIONS

LICENSED PROFESSIONAL ENGINEER
BEHROUZ SHEGARFI
062-060966
STATE OF ILLINOIS
EXP. 11.30.2023

Project:
New Hand Sinks for Rooms 1 through 5
918 W. Algonquin Road
Arlington Heights, IL 60005

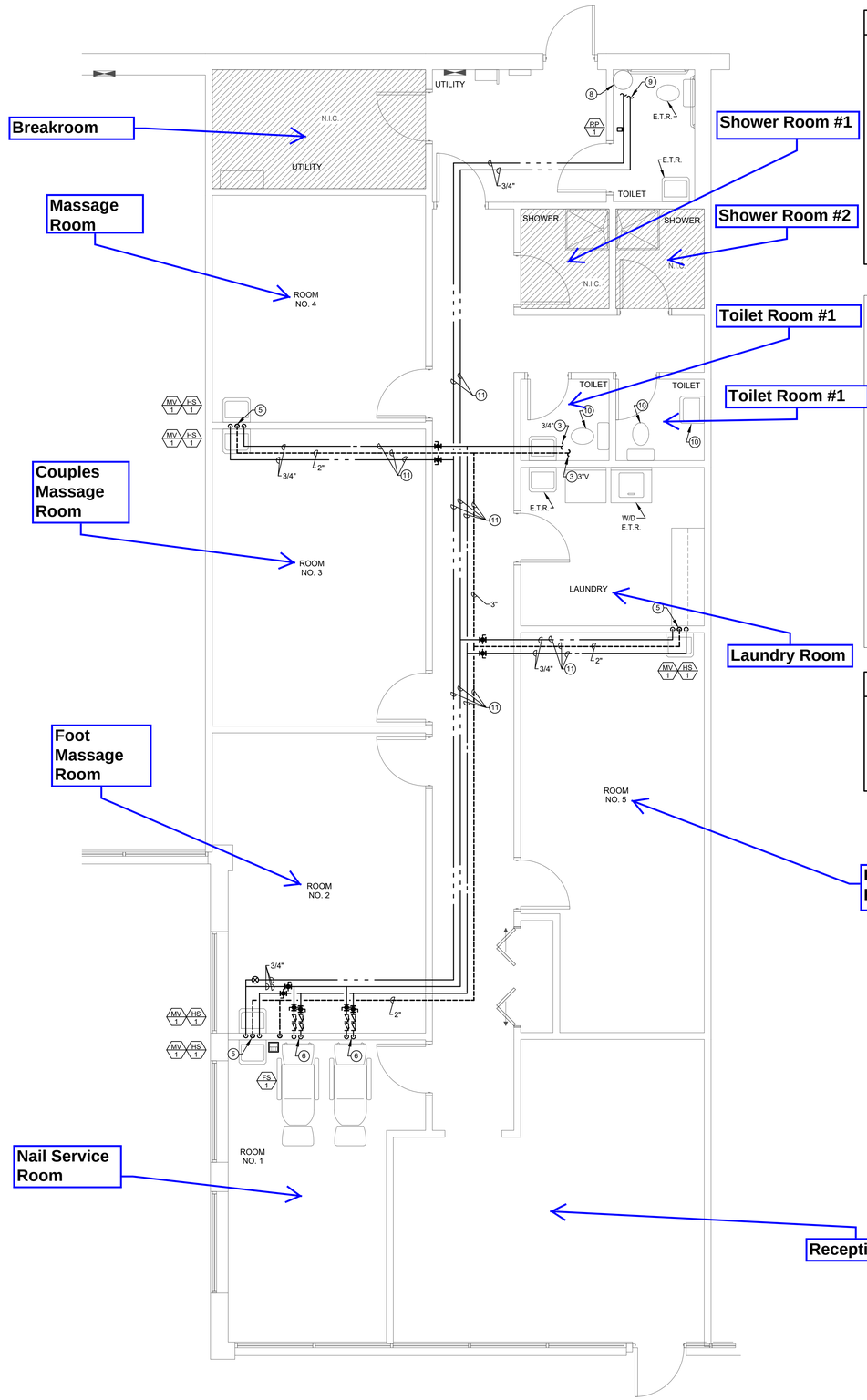
Sheet Title:
SCHEDULES DETAILS & RISERS DIAGRAMS

| | |
|---|---|
| Date: 02/06/23 | Proj. No: 2308 |
| Drawn: BS | Sheet No: P0.2 |
| Checked: BS | |
| Approved: BS | |




## 1 P1.1 UNDERGROUND PLAN - PLUMBING

SCALE : 1/4" = 1'-0"




## 2 P1.1 FLOOR PLAN - PLUMBING

SCALE : 1/4" = 1'-0"

## GENERAL NOTES

- THIS CONTRACTORS TO MAKE ALL REQUIRED PIPE OPENINGS THROUGH ROOF, WALLS, AND FLOORS AS REQUIRED FOR WORK INDICATED INCLUDING FIRE STOPPING AND PATCHING AS REQUIRED.
- SCHEDULE AND COORDINATE ALL WORK TO MEET THE PROJECT PHASING.
- COORDINATE ALL WORK WITH THAT OF ALL OTHER TRADES IN ORDER TO AVOID INTERFERENCES.
- INSTALL ALL WORK TIGHT TO BOTTOM OF EXISTING STRUCTURE.
- COORDINATE REQUIREMENTS AND MAKE FINAL CONNECTIONS TO EQUIPMENT FURNISHED BY OTHER CONTRACTORS AND THE OWNER.
- THIS CONTRACTOR SHALL NOT INSTALL PIPING IN ANY ROOM DEDICATED FOR ELECTRICAL EQUIPMENT. FOR THE ROOMS WITH ELECTRICAL EQUIPMENT, PROVIDE MINIMUM OF THREE FEET CLEARANCE FORM THE EQUIPMENT. COORDINATE LOCATION OF ELECTRICAL EQUIPMENT WITH ELECTRICAL CONTRACTOR.

## ⓟ PLAN NOTES

1. ROUTE PLUMBING PIPING (OF SIZE, SYSTEM/FIXTURE INDICATED) UP. REFER TO THE RISER DIAGRAM FOR MORE INFORMATION.
2. SAW CUT EXISTING FLOOR AS REQUIRED TO INSTALL NEW PIPING (OF SIZE AND SYSTEM INDICATED). PATCH FLOOR TO MATCH THE EXISTING. VERIFY THE ROUTING PRIOR TO COMMENCING THE WORK.
3. CONNECT THE PLUMBING PIPING (OF SIZE AND SYSTEM INDICATED) TO THE EXISTING.
4. FIELD VERIFY THE QUALITY, LOCATION AND HEIGHT OF THE EXISTING SANITARY WASTE PRIOR TO INSTALLATION.
5. ROUTE PLUMBING PIPING (OF SIZE AND SYSTEM INDICATED) DN. TO THE PLUMBING FIXTURE.
6. 1/2" CW & 1/2" HW DN IN WALL TO PEDICURE CHAIR WITH ASSE 1022 BACKFLOW PREVENTER BD. CONNECT A DRAIN LINE AT THE VENT OUTLET SIZE AND ROUTE TO THE OPEN SITE DRAIN. ALLOW 1" AIR GAP.
7. 1/2" CW AND 1/2" HW STUB UP TO THE PEDICURE CHAIR. PRIOR TO INSTALLATION REEFER TO THE MANUFACTURE INSTALLATION FOR PLUMBING REQUIREMENT.
8. EXISTING WATER HEATER TO REMAIN.
9. FOR CONTINUATION SEE WATER HEATER PIPING DETAIL 1/P0.1.
10. REMOVE AND REINSTALL EXISTING PLUMBING FIXTURE AS REQUIRE TO INSTALL NEW UNDERGROUND PIPING.
11. REMOVE AND REINSTALL EXISTING CEILING TILES AS REQUIRED FOR INSTALLATION OF NEW PLUMBING WORK. REPLACE ANY DAMAGED CEILING TILES DURING CONSTRUCTION WITH NEW ONES TO MATCH THE EXISTING.

## UNDERGROUND GENERAL NOTES

- PRIOR TO COMMENCING THE WORK, CONTRACTOR SHALL PROVIDE A CAMERA SERVICE TO INVESTIGATE CONDITION, LOCATION AND INVERT ELEVATIONS OF UNDERGROUND WASTE PIPING.
- THIS CONTRACTOR IS RESPONSIBLE FOR ANY REPAIR TO UNDERGROUND WASTE PIPING. AS CLAIMS FOR EXTRAS DUE TO UNCOVERED SITE CONDITIONS WILL NOT BE ACCEPTED.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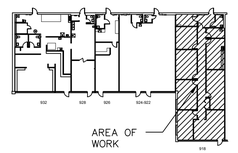


Partial Strip Mall KEY PLAN

| Rev. No. | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| 1 | 02/06/23 | ISSUED FOR CLIENT REVIEW |

ISSUES & REVISIONS

LICENSED PROFESSIONAL ENGINEER
BEHROUZ SHEGARFI
062-060966
STATE OF ILLINOIS

EXP. 11.30.2023

Project:
New Hand Sinks for Rooms 1 through 5
918 W. Algonquin Road
Arlington Heights, IL 60005

Sheet Title:
PLUMBING FLOOR PLANS

| | | | |
|---|---|---|---|
| Date: | 02/06/23 | Proj. No: | 2308 |
| Drawn: | BS | Sheet No: | P1.1 |
| Checked: | BS | | |
| Approved: | BS | | |

# Village of Arlington Heights
# Building & Life Safety Department

## Interoffice Memorandum

**To:** **Sam Hubbard, Development Planner**

**From:** **Jorge Torres, Director of Building & Life Safety**

**Subject:** **PC 23-004 – Massa Spa Round 1 Comments**

**Date:** **April 5, 2023**

General Comments:

1. Restrooms and showers shall comply with the requirements of the 2018 Illinois Accessibility Code.
2. One spa room shall be accessible.

# PLAN COMMISSION PC #23-004
# Massa Spa
# 918 W Algonquin Road
## Round 1

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.

12. The Public Works Department and Engineering Division have no further comments.

Michael L. Pagones, P.E. 4/6/23
Michael L. Pagones, P.E. Date
Village Engineer

# Arlington Heights Fire Department

David Roberts, Division Chief
droberts@vah.com
Telephone 847/368-5457 · Facsimile 847/368-5995

Project Name PC 23-004 - Massa Spa
Project Location 918 W. Algonquin Rd.
Planning Department Contact Sam Hubbard

April 6, 2023

The conceptual information provided is subject to a formal plan review.

1. Provide updated keys in the knox box once locks are changed.
2. Ensure that the fire suppression systems comply with all codes and standards.
3. Ensure alarm system is functional, complies with applicable codes and is tested prior to occupancy.
4. Keep exit doors clear and available for egress.

# ARLINGTON HEIGHTS POLICE DEPARTMENT

## Community Services Bureau

## DEPARTMENT PLAN REVIEW SUMMARY

**Massa Spa**
**918 W Algonquin Rd**

**Round 1 Review Comments** **04/18/2023**

1. **Character of use:**
   The character of use is consistent with the area and is not a concern. The Schaumburg location is in unincorporated Schaumburg, I contacted the Cook County Sherriff's Office there have been no calls for service pertaining to the business.

2. **Are lighting requirements adequate?**
   Lighting should be up to Village of Arlington Heights code. The exterior of the building should be illuminated especially during nighttime hours for safety, to deter criminal activity and increase surveillance/visibility- potentially reducing theft, trespassing, vandalism, underage drinking, and other criminal activity.

3. **Present traffic problems?**
   There are no traffic problems at this location.

4. **Traffic accidents at particular location?**
   This is not a problem area in relation to traffic accidents.

5. **Traffic problems that may be created by the development.**
   This development should not create any additional traffic problems.

6. **General comments:**
   - Please ensure that there is an emergency information/contact card on file with the Arlington Heights Police Department and that it is up-to-date. Agent contact information must be provided to the Arlington Heights Police Department during all construction phases. The form is attached. Please complete and return. This allows police department personnel to contact an agent during emergency situations or for suspicious/criminal activity on the property during all hours.

#358
Steven Dinov, Problem Oriented Policing Coordinator
Community Services Bureau

Approved by:
#583
Supervisor's Signature

# Arlington Heights Police Department

*Emergency Information Card*

Arlington Heights Police Department
200 E. Sigwalt Street
Arlington Heights, IL 60005-1499
Phone: 847/368-5300

1. Fill in all information by tabbing to each field.
2. When completed, save the form and send as an attachment to: policemail@vah.com.

Completed forms may also be printed and submitted in the following manner:

Print Form (To Mail)

By Mail: Arlington Heights Police Department
200 E. Sigwalt Street, Arlington Heights, IL. 60005
Attention: Police Administration

By Fax: (847) 368-5970 - Attention: Police Administration

In Person: Dropped off at the Arlington Heights Police Department's front desk for forwarding to Police Administration.

Name (Firm or Residence)

Address/City

Telephone Number

Date Information Obtained

**IN CASE OF EMERGENCY PLEASE CALL:**

**Contact #1**

Name

Address/City

Telephone Number

Cell Number

**Contact #2**

Name

Address/City

Telephone Number

Cell Number

**Alarm System**

☐ No

☐ Yes Phone number:

Alarm Company Name

# HEALTH SERVICES DEPARTMENT

## PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 23 - 004
Petitioner: TRAVIS AND SARA ALBERHASKY

Owner:
NU-LIVING

Contact Person:
Address: 918 W ALGONQUIN ROAD ARLINGTON HEIGHTS

Phone #: 773-751-9294
Fax #:
Email: SARAA822@YAHOO.COM

P.I.N.# 08-09-300-018
Location:
Rezoning: Current: Proposed:
Subdivision:
# of Lots: Current: Proposed:
PUD: For:
Special Use: For:
Land Use Variation: X For:
Massage Establishment
Land Use: Current:
Proposed:
Site Gross Area:
# of Units Total:
1BR: 2BR: 3BR: 4BR:

***(Petitioner: Please do not write below this line.)***

1. GENERAL COMMENTS:

No comments at this time.

Sean Freres 4/6/23
Environmental Health Officer Date

James McCalister 4/6/23
Director Date

# Planning & Community Development Dept. Review

April 19, 2023

**REVIEW ROUND 1**

Project: Massa Spa
918 W. Algonquin Rd.

Case Number: PC 23-004

**General:**

7) The following approvals are required:
   - **Land Use Variation to allow a Massage Establishment in the B-2 District.**

8) The project narrative lists the hours of operation as "10:00 AM-9:00 PM Monday-Saturday 10:00 AM-5:00 PM". Please confirm that 10:00am-5:00pm timing corresponds to Sundays.

9) The usage of the existing parking lot must be surveyed over a three-day period to ascertain existing parking demand. Survey must be completed during a Saturday, Sunday, and Friday at 30-minute intervals during the hours of operation of Massa Spa. Please complete this survey and provide by May 1st.

10) Please provide a formal response to all Round 1 Departmental Review Comments in electronic format, either via a USB/flash drive or via email (if the files are small enough to email).

Prepared by: _____

**Massa Spa**
918 W. Algonquin Road
PC 23-004
April 19, 2023

*Landscaping*

1. There is landscaping as part of the approved plan (ordinance #04-050) that is dead or absent. The deficiencies include shade trees and the three foot tall required screen along Algonquin. The landscape deficiencies will be handled as part of the code enforcement process.

The Village of Arlington Heights

Mr. Sam Hubbard

Department of Planning and Community Development

33 South Arlington Heights Road

Arlington Heights, 60005

Masa Spa and Foot Massage

918 W. Algonquin Road Arlington Heights 60005

"Round 1 department Review comments"

**Village of Arlington Heights Building & Life Safety Department**

General Comments:

1. Restrooms and showers shall comply with the requirements of the 2018 Illinois Accessibility Code.

*We have three restrooms; one is ADA accessible, and the showers.*

2. One spa room shall be accessible.

*All Spa rooms are ADA-accessible.*

**Arlington Heights Fire Department**

1. Provide updated keys in the Knox box once the locks are changed.
   *We have contacted the ownership/management company to confirm this has been completed.*
2. Ensure that the fire suppression systems comply with all codes and standards.
   *Testing of the buildings fire suppression/alarm system will be carried out on May 5th, 2023, by the ownership*
3. Ensure alarm system is functional, complies with applicable codes and is tested prior to occupancy
   *Testing of the buildings fire suppression/alarm system will be carried out on May 5th 2023, by the ownership*

. 4. Keep exit doors clear and available for egress.

*All exits are clear and are available for egress.*

**Arlington Heights Police Department**

*Arlington Heights emergency notification card has been filled out and mailed to Police departments on or around Tuesday, April 25 th 2023.*

**Health Department**

*Nothing noted.*

**Planning and Development Review**

The following approvals are required: • Land Use Variation to allow a Massage Establishment in the B-2 District. 8)

The project narrative lists the hours of operation as "10:00 AM-9:00 PM Monday-Saturday 10:00 AM-5:00 PM". Please confirm that 10:00am-5:00pm timing corresponds to Sundays.

*Confirmed*

9) The usage of the existing parking lot must be surveyed over a three-day period to ascertain existing parking demand. Survey must be completed during a Saturday, Sunday, and Friday at 30-minute intervals during Massa Spa's operation hours.

Please complete this survey and provide by May 1st. 10) Please provide a formal response to all Round 1 Departmental Review Comments in electronic format, either via a USB/flash drive or via email (if the files are small enough to email)

*See the attached excel for the survey.*

Landscaping

Ordinance # 04-050

*We have forwarded this information to land owner.*

If we can provide any other information, please do not hesitate to reach out

Thank you for your help

Travis and Sara Alberhasky

Massa Spa

# PLAN COMMISSION PROJECT TIMELINE

Project Name: Massa Spa
PC Number: 23-004
Location: 918 W. Algonquin Rd.

Requested Action:
1. Land Use Variation to allow a Massage Establishment in the B-2 District.

| | Date | # of Business Days |
|---|---|---|
| | | |
| Petitioner Provides Plans needed for CPRC | 02/23/23 | |
| Conceptual Plan Review Meeting (CPRC) | 03/08/23 | 9 |
| Awaiting Petitioner PC Application | 04/04/23 | 19 |
| PC Application Submittal Date | 04/04/23 | - |
| 1st Round Department Comments | 04/19/23 | 11 |
| Petitioner's Response – 1st Round | 05/01/23 | 8 |
| PC Hearing | 05/24/23 | 36 days from application date |
| Village Board | 06/05/23 | 7 |
| Potential Village Board Resolution Adoption | 06/20/23 | 10 |