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
May 15, 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 05/01/2023
B. Village Board 05/01/2023

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 05/15/2023

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

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

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.

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

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

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

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.

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. Wilke Road Resurfacing & Multi-Use Path – Phase 3 Construction Engineering Services

B. Sodium Chloride (Road Salt) Purchase 2023 - Secondary Contract

C. Full Roof Replacement at Fire Station #1

D. Uniform Proposal

E. Stryker Medical LUCAS Device

F. Thermoplastic Lane Marking Services 2023 - Contract Extension

G. Forrest Avenue Stormwater Improvements - Phase 1 & 2 Engineering Services Agreement

H. Race-Chicago Stormwater Improvement Project - Phase 1 & 2 Engineering Services Agreement

CONSENT LEGAL

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

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

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

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

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

F. Ordinance - Organized Retail Crime Grant (Fusus)

G. Ordinance - Organized Retail Crime Grant (Flock)

H. Ordinance - Organized Retail Crime Grant (AVI)

CONSENT PETITIONS AND COMMUNICATIONS

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

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

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

XIII. LEGAL

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

B. Ordinance Amending Chapter 18 regarding Village Parking Facilities

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
5/15/2023

Item: Committee of the Whole 05/01/2023

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
Committee of the Whole 05/01/2023	Minutes

MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS
May 1, 2023

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

BOARD MEMBERS PRESENT:	President Hayes; Trustees Baldino, Bertucci, Grasse, LaBedz, Schwingbeck, and Tinaglia and incoming Trustees Dunnington and Shirley
BOARD MEMBERS ABSENT:	None
STAFF MEMBERS PRESENT:	Village Manager Randy Recklaus and Assistant Village Manager Diana Mikula
OTHERS PRESENT:	John Manos, Minos Eliopoulos and Matthew Fink

The Mayor stated that Trustee elects Dunnington and Shirley will not be able to vote at this meeting as they will not be sworn in until the Village Board meeting at 7:30 pm. They will be able to vote on this at the Village Board meeting.

A. Consideration of recommending to the Liquor Commissioner the issuance of a Class B and Class T liquor license to BMAH, Inc. dba Brookhaven Market located at 450 E. Golf Road.

The Mayor swore in John Manos, one of the owners and Minos Eliopoulos, one of the managers.

Ms. Mikula gave the staff report. She stated that this is a new owner of a current business (Value Fresh) keeping the same liquor license classification, Class B and Class T. The police completed background checks on owners: Andreas Eliopoulos, John Manos and John Bertakis as well as store managers John Peter Bertakis and Minos Eliopoulos. There were no issues noted. She stated that they do own other grocery stores that serve liquor.

On April 19, Ms. Mikula held a meeting with John Manos and Minos Eliopoulos. No issues were noted and no changes were made to the approved floor plan. Ms. Mikula pointed out that this address has had liquor violations under previous owners.

Upon a satisfactory liquor interview, Ms. Mikula stated that it would be appropriate to issue a Class B and Class T liquor license to BMAH, Inc. dba Brookhaven Market located at 450 E. Golf Road.

The Mayor asked if any of the interviewees or other owners or manager had anything to do with the business before this time as there have been violations. Managers and owners from Brookhaven Market stated they had not been involved with the previous business. Discussion ensued and Trustees inquired as to how the new owners will prevent violations and how they had prevented them so far. Mr. Manos stated that there is always a family member on site at their locations. There was also discussion on the POS system that will be installed which will be higher tech and have the capability to not allow scanning by those under 21years of age and without a Basset card.

Trustees thanked Brookhaven Market for choosing Arlington Heights and asked how Arlington Heights was chosen. Mr. Manos said that it is a bit of a specialty shop and they import special items from Europe and recognized Arlington Heights has a large Eastern European clientele. There is a good portion with those demographics in Arlington Heights, including family and friends.

Trustee Schwingbeck moved, seconded by Trustee Grasse to recommend that the Village Board of Trustees recommend to the Liquor Commissioner the issuance of a Class B and Class T liquor license to BMAH dba Brookhaven Market located at 450 E. Golf Road.

The following voice vote was recorded:

7 Ayes **0 Nays**

The motion passed.

B. Interview of Matthew Fink for appointment to the Special Events Commission, term ending 4-30-2025.

Mayor Hayes introduced Matthew Fink saying that he recommends Matt and that Matt has been very active at many events over the years. Trustee Bertucci stated he also has known Matt for years and would highly recommend him. Mr. Fink said he looks forward to growing the committee and being an active member.

Trustees thanked Matthew for coming forward to serve. When asked which is Matt's favorite event, he stated that the Tree Lighting is one that he really enjoys being a part of.

Trustee Tinaglia stated he also has known Matt for years and that he is a doer and is grateful that he has stepped up.

Trustee La Bedz moved, seconded by Trustee Baldino to recommend that the Village Board of Trustees recommend Matthew Fink for appointment to the Special Events Commission, term ending 4-30-2025.

The following voice vote was recorded:

7 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
5/15/2023

Item: Village Board 05/01/2023

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
Village Board 05/01/2023	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 1, 2023
7:30 PM

I. CALL TO ORDER

A. Swearing in of Trustees

President Hayes administered the Oath of Office to Robin P. LaBedz, Thomas F. Schwingbeck, Wendy Dunnington and Scott Shirley. President Hayes encouraged all residents to consider elected or volunteer positions in the Village.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

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

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

IV. APPROVAL OF MINUTES

A. Committee of the Whole 04/10/2023 Approved

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

Abstain: Dunnington, Shirley

B. Village Board 04/17/2023 Approved

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

Abstain: Dunnington, Shirley

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 04/30/2023 Approved

Trustee James Bertucci moved to approve in the amount of $1,110,283.58.
Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

VI. RECOGNITIONS AND PRESENTATIONS

A. Third Fallen Hero from the Civil War from Arlington Heights

Greg Padovani invited residents to the 104th Memorial Day Parade Monday, May 29th. There will be a ceremony honoring the Village's Fallen Hero's at 11 a.m. at Memorial Park. There is new knowledge of a third Civil War Fallen Hero from the Village who will be honored.

B. Building Safety Month Proclamation

President Hayes recognized the Month of May, 2023 to Building Safety Month by issuing a proclamation from the Board.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

Donald Meersman gave credit to the Board for their Budgeting success and reducing the tax burden on residents. He is in support of eliminating vehicle stickers.

Tina Heiden spoke on behalf of her father who experienced a water main break on April 2. She said the Water Department came out quickly and it was patched. They are going through the insurance process with IRMA and don't think IRMA has done a full investigation as they have not come to the site at 2105 N. Cherry Hill Drive. The subdivision has had more than 8 water main breaks recently. There is a 5-year plan to replace the mains in

the subdivision and Ms. Heiden thinks this fact should have been part of what was reviewed. Mr. Recklaus said he would be happy to work with them.

IX. OLD BUSINESS

A. Report of the Committee of the Whole Meeting of May 1, 2023 — Approved

Consideration of recommending to the Liquor Commissioner the issuance of a Class B and Class T liquor license to BMAH, Inc. dba Brookhaven Market located at 450 E. Golf.

Trustee Tom Schwingbeck moved to recommend to the Liquor Commissioner approval. Trustee Nicolle Grasse Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

B. Report of the Committee of the Whole Meeting of May 1, 2023 — Approved

Interview of Matthew Fink for appointment to the Special Events Commission term ending April 30, 2025.

President Hayes administered the Oath of Office to Mr. Fink.

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

X. CONSENT AGENDA

CONSENT APPROVAL OF BIDS

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

Schwingbeck, Shirley, Tinaglia

A. Roadway Maintenance Materials 2023 - Award — Approved

B. Liquid Deicer 2023 - Award — Approved

CONSENT LEGAL

A. Resolution - Illinois Attorney General - Organized Retail Crime Grant Program — Approved

Trustee Jim Tinaglia moved to approve R2023-16. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

B. Ordinance – Budget Amendment – Upgrade of Existing UPS Battery Backup — Approved

Trustee Jim Tinaglia moved to approve 2023-26. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

CONSENT REPORT OF THE VILLAGE MANAGER

CONSENT APPOINTMENTS

A. Board and Commission Reappointment — Approved

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

CONSENT PETITIONS AND COMMUNICATIONS

A.	Request for Fee Waiver - AH Park District Special Event Liquor License	Approved

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

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

Mr. Recklaus said there was an error in the public notice for these agenda items when they came before the Board the first time. To make sure residents had a chance to speak to the Special Use permits for Greenbrier and Windsor Schools, they are being brought forward again. Mr. Passman said the Public Hearing occurred at the Plan Commission.

A. Greenbrier School Addition - 2330 N. Verde Dr. - PC#22-020
Amendment to SUP Ord. #17-035 for Building Addition, Variations

B. Windsor School Addition - 1315 E. Miner St. - PC#22-021
Amendment to SUP Ord #90-082 and #17-013 for Building Addition

XIII. LEGAL

A.	Ordinance - Greenbrier School - 2330 N. Verde Dr.	Approved

Trustee Dunnington recused herself from the discussion of this item as she is an employee of District 25.

Trustee Nicolle Grasse moved to approve 2023-27. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Abstain: Dunnington

B. Ordinance - Windsor School - 1315 E. Miner St. Approved

Trustee Dunnington recused herself from the discussion of this item as she is an employee of District 25.

Trustee Nicolle Grasse moved to approve 2023-28. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Abstain: Dunnington

XIV. REPORT OF THE VILLAGE MANAGER

A. Full Circle Communities Permanent Supportive Housing Development - 1519 S. Arlington Heights Rd.

Mr. Recklaus explained the applicant is seeking Early Review of their development. No formal approval or denial is being sought at this time. This opportunity is to provide feedback to Full Circle.

Denise Reyes and Emma O'Connor-Brooks of Fill Circle presented their concept for an affordable housing development. Their company seeks to create and preserve affordable housing and dedicates at least 75% of their economics to services. They believe there is a community need as Heart's Place is fully leased and has an extensive wait list. They were approached by the Northwest Suburban Housing Task Force to consider a development in Arlington Heights.

The site is near the intersection of Golf and Arlington Heights Road. It is close to employers, a bus stop and has sidewalks. They plan to share the driveway with the memory care facility to the south and maintain the wooded area to the north. There are 41 parking spaces which is 10 shy of the Village's requirements. They believe this is okay as parking is underused in supportive housing. There will be rental assistance for their tenants. The target population is people with disabilities who are also veterans. 30% of residents earn $22,000 a year and 50% earn $36,000 per year. The funding comes from private and public grants. They hope to have a permit in the fall. Full Circle will have onsite staff, case management, tenant support services, access to behavioral health services, transition

assistance, legal assistance and socialization opportunities. The development will pay property taxes.

Mr. Perkins said the main decision is whether the property should be rezoned from office to institutional. The corridor is designated as office transitional. The memory care facility next door was rezoned as institutional prior to its construction. There is a 25% vacancy rate for office space in the area. Staff has asked for a plan on how the wooded area on the north side of the property would be developed.

President Hayes said the Village has supported affordable and supportive housing in the past. He said he was supportive of the concept, and liked that it was targeting veterans. Ms. Reyes said it is for disabled residents, with a veteran overly of priority. Staff will be there during working business hours, but security cameras will be accessed 24 hours a day. Mr. Perkins said the property has been vacant since the early 1990's.

Trustee Tinaglia asked how the residents are chosen. Ms. O'Conner-Brooks replied the interest list will be created in conjunction with Cook County to include local residents. It's specific to Arlington heights, not a county wide list. For this property, because of their funding sources, residents must have a disability. The preference for veterans is an overlay, which allows veterans to move to the top of the list. Trustee Tinaglia said he wants local veterans to get these units. Ms. Reyes said the project will be marketed locally and they work with local agencies to make sure those targeted get on the list.

Trustee LaBedz clarified that all the tenants will have a disability, and some may also be veterans. She said it sounded like a terrific project and was not concerned about the zoning change. She asked about the property to the north. Mr. Perkins explained a previous development showed a cross access from this site to the lot to the north. Staff will need to plan for the egress/ingress between sites as there will be room for another building.

Trustee Grasse said she supports the land use designation because of the memory care facility to the south and the need for this kind of supportive housing. She liked that the location had access to public transportation and shops.

Trustee Bertucci noted the two single family homes to the east and asked how they will be addressed. Mr. Perkins confirmed said there will be community meetings early in the process for residents to give feedback on the project. Trustee Bertucci asked if the funding considers the higher costs being experienced in the market. Ms. Reyes said their sources are mainly IDHA-PSA grants and all of their funds are committed. Other sources are: ComEd, IFF, the State of Illinois, and a grant from Federal Home Loan Bank. They use the Federal definition of disability which can be mental or physical. The grant funding dictates the income levels based on Federal guidelines. Trustee Bertucci asked if staff had any concern on changing the zoning. Mr. Perkins said based on the office market now, and the other land

uses along the corridor, this use seems like a good fit. The site plan is still conceptual, so staff hasn't been able to study the details. Ms. O'Connor-Brooks said they are committed to working with staff on this.

Trustee Dunnington asked what kind of screening would be between the project and single-family homes. Ms. O'Connor Brooks said they plan on making it pleasing for the neighbors, but do not have that fleshed out yet. Trustee Dunnington said it is a terrific project, and the Village needs affordable housing. She said she is excited to see the full plan brought forward and that it makes sense to change the zoning because the memory care is next door.

Trustee Schwingbeck asked for clarification regarding the disposition of the water detention pond in front of the memory care facility. Ms. O'Connor-Brooks said they will be purchasing the land from the former owners. They will keep the land as a retention basin and have a co-maintenance agreement. Trustee Schwingbeck said protecting the two single-family homes is important. He asked why they wouldn't clear the north side of the lot to make the overgrowth more presentable. Ms. O'Connor-Brooks said they will keep some of the legacy trees, clean it up and augment it with landscaping to improve the site. Trustee Schwingbeck said he agreed with the parking assessment. Mr. Perkins said the development would need a dedication for access to the home to the east which is a Fire Department requirement.

Trustee Baldino said there is a need for this kind of housing and he thinks it's a great location. He is supportive of the zoning change and is looking forward to seeing more detailed plans.

Trustee Tinaglia agreed it was good to think about the potential of a second building. He suggested land banking parking, to show it could be implemented in case it is needed in the future.

Arlen Gould said this concept works as evidenced by Boeger Place and Heart's Place. We know there is a need and it will generate revenue. We are a community of good neighbors. He hopes it will gain approval and be a shining light for AH for veterans and those with disabilities so they can live independently and productively.

Hugh Brady, Co-president of the Housing Task Force, said Full Circle takes 75% of its operating net and plows it back into services. When they first started on Boeger, a survey was done of the 5 surrounding miles. The survey showed there was a need for 970 units.

Sally Medill and her daughter Emily said Emily lives in supportive housing. She is able to live independently and they are very grateful.

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

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

-and-

5 ILCS 120/2(c)(5): purchase or lease of real property for the use of the public body including discussing whether a particular parcel should be acquired.

XVII. ADJOURNMENT

Trustee Richard Baldino moved to adjourn to Closed Session at 8:54 p.m.
Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz, Schwingbeck, Shirley, Tinaglia

Village Board
5/15/2023

Item: Warrant Register 05/15/2023

Department: Village Clerk

ATTACHMENTS:

Description	Type
Warrant Register 05/15/2023	Warrant Register

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR CHECK DATE: 5/15/2023

Fund	Fund Description	Total Transaction Amount
101	GENERAL FUND	$334,269.70
211	MOTOR FUEL TAX FUND	$220,005.09
215	CDBG FUND	$26,764.11
227	FOREIGN FIRE INS TAX FUND	$17,053.65
231	CRIMINAL INVESTIGATION FD	$27,013.50
235	MUNICIPAL PARKG OPR FUND	$95,265.31
263	TIF IV	$2,000.00
301	DEBT SERVICE FUND	$985,425.00
401	CAPITAL PROJECTS FUND	$796,172.33
505	WATER AND SEWER FUND	$933,727.92
511	SOLID WASTE FUND SWANCC	$149,392.32
515	ARTS ENTERT & EVENTS FUND	$79,977.50
605	HEALTH INSURANCE FUND	$825,006.49
611	GENERAL LIABILITY INS FND	$1,689.13
615	WORKERS COMPENSATION INS	$74,028.97
621	FLEET OPERATIONS FUND	$42,997.88
625	TECHNOLOGY FUND	$64,460.06
715	GUARANTY DEPOSITS FUND	$3,200.00
	TOTAL ALL FUNDS	**$4,678,448.96**

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 5/15/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0000	**NON DEPARTMENTAL**				
301844	101-0000-433140-	BMI BENEFITS LLC	AMBULANCE REFUND	$1,530.00	**$1,530.00**
301845	101-0000-433140-	COTIVITI	AMBULANCE REFUND	$893.07	**$893.07**
301846	101-0000-433140-	FREEZE, CHERYL	AMBULANCE REFUND	$13.64	**$13.64**
301847	101-0000-433140-	MEDICAID ILLINOIS	AMBULANCE REFUND	$88.67	**$88.67**
301848	101-0000-433140-	MEDICAID ILLINOIS	AMBULANCE REFUND	$74.52	**$74.52**
301849	101-0000-433140-	UNITED HEALTHCARE	AMBULANCE REFUND	$678.92	**$678.92**
301850	101-0000-433140-	VANDECARR, VINCENT	AMBULANCE REFUND	$10.00	**$10.00**
301851	715-0000-220930-	BAYLESS, MICHAEL	BOND REFUND	$200.00	**$200.00**
301852	715-0000-220930-	ERIKA BARBER	BOND REFUND	$200.00	**$200.00**

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 5/15/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0000					
301853	715-0000-220930-	FRANK DAIELLO	BOND REFUND	$200.00	**$200.00**
301854	715-0000-220930-	J.R.S. CONCRETE CONSTRUCTION	BOND REFUND	$200.00	**$200.00**
301855	715-0000-220930-	JOSE L OROZRO	BOND REFUND	$200.00	**$200.00**
301856	715-0000-220930-	MARK R ERICKSEN	BOND REFUNDS	$1,400.00	**$1,400.00**
301857	715-0000-220930-	MICHAEL MALOBERTI	BOND REFUND	$200.00	**$200.00**
301858	715-0000-220930-	NORMANDY CONSTRUCTION CO.	BOND REFUNDS	$400.00	**$400.00**
301859	715-0000-220930-	ROBERT A ANSELMO	BOND REFUND	$200.00	**$200.00**
301860	101-0000-441150-	KAY PARK	CITATION REFUND	$40.00	**$40.00**
301861	511-0000-489900-	LIZ HAGEN	COMPOST BIN REFUND	$50.00	**$50.00**
301862	235-0000-435652-	SARAH WOZNIAK	PARKING PERMIT REFUND	$30.00	**$30.00**

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 5/15/2023

	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0000						**$3,656.65**
	902039	101-0000-210940-	EMPLOYEE BENEFITS CORP	FSA	$425.04	
	902039	101-0000-210940-	EMPLOYEE BENEFITS CORP	FSA	$3,231.61	
				DEPARTMENT 0000 TOTAL:	$10,265.47	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 5/15/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0101	**BOARD OF TRUSTEES ADMIN**				
					$357.75
301744	101-0101-521650-	CAPTION FIRST INC	CAPTIONING SERVICES	$357.75	
					$25,528.00
301841	101-0101-522020-	NORTHWEST MUNICIPAL CONFERENCE	DUES	$25,528.00	
					$683.67
301843	101-0101-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$683.67	
			DEPARTMENT 0101 TOTAL:	$26,569.42	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 5/15/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0201	**INTEGRATED SERVICES ADMIN**				
					$54.12
301843	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$54.12	
					$206.33
301913	101-0201-521650-	VERIZON WIRELESS	ACCT 88534852600001	$206.33	
			DEPARTMENT 0201 TOTAL:	$260.45	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 5/15/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0301	**HUMAN RESOURCES ADMIN**				
					$50.00
301803	101-0301-522010-	IL CITY/COUNTY MGMT ASSOC	MISCELLANEOUS SERVICES	$50.00	
					$72,990.97
301806	615-0301-542810-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA MARCH DEDUCTIBLE	$72,990.97	
					$325.71
301843	605-0301-533050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$325.71	
					$1,038.00
301863	615-0301-520500-	ORTHOILLINOIS	PROFESSIONAL SERVICES	$1,038.00	
					$78.17
301906	101-0301-521650-	VERIZON WIRELESS	ACCT 28544404900001	$78.17	
					$97,692.93
902037	605-0301-520450-	BLUE CROSS BLUE SHIELD OF ILLINOIS	ADMIN FEES MARCH	$97,692.93	
					$179.00
902040	605-0301-520650-	PRUDENTIAL INSURANCE CO OF AMERICA	PAID UP LIFE INSURANCE	$179.00	
					$306,355.94
902041	605-0301-520600-	HMO ILLINOIS	MAY 2023 HMO IL	$306,355.94	
					$420,452.91
902043	605-0301-542750-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 4/1-4/15	$398,899.81	
902043	605-0301-542770-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 4/1-4/15	$21,553.10	
			DEPARTMENT 0301 TOTAL:	$899,163.63	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0401	**LEGAL DEPARTMENT ADMIN**				
					$4,170.00
301777	101-0401-520150-	ERNEST R BLOMQUIST PC	PROFESSIONAL SERVICES	$4,170.00	
			DEPARTMENT 0401 TOTAL:	$4,170.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0501	**FINANCE ADMIN**				
					$8,490.63
301718	101-0501-521650-	ANDRES MEDICAL BILLING LTD	FINANCIAL SERVICES	$8,490.63	
					$284.03
301743	101-0501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$284.03	
					$309.15
301770	101-0501-522010-	DAILY HERALD	ADVERTISING	$41.85	
301770	101-0501-522010-	DAILY HERALD	ADVERTISING	$56.70	
301770	101-0501-522010-	DAILY HERALD	ADVERTISING	$210.60	
					$370.00
301805	101-0501-522030-	ILLINOIS CPA SOCIETY	DUES	$370.00	
					$1,689.13
301806	611-0501-542610-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA MARCH DEDUCTIBLE	$1,689.13	
					$411.14
301843	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$199.16	
301843	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$211.98	
					$55.17
301867	101-0501-522030-	PETTY CASH	TRAVEL & TRAINING	$13.50	
301867	101-0501-530010-	PETTY CASH	MISCELLANEOUS SUPPLIES	$41.67	
					$6,919.00
301892	101-0501-521650-	TKB ASSOCIATES INC	PROFESSIONAL SERVICES	$6,919.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0501					**$47.16**
301902	101-0501-521650-	VERIZON WIRELESS	ACCT 38508581800001	$47.16	
					$5,507.00
902038	505-0501-522050-	SEBIS DIRECT INC	POSTAGE REPLENISHMENT	$5,507.00	
			DEPARTMENT 0501 TOTAL:	$24,082.41	

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Department 0601	**INFORMATION TECHNOLOGY ADMIN**				
					$120.39
301714	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$12.41	
301714	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$27.99	
301714	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$29.32	
301714	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$50.67	
					$885.00
301748	625-0601-550100-	CDS OFFICE TECHNOLOGIES	OFFICE SUPPLIES	$885.00	
					$13,230.00
301833	625-0601-520390-	NEXTREQUEST LLC	OFFICE EQUIPMENT	$13,230.00	
					$15,918.75
301869	625-0601-550100-	PLANTE & MORAN PLLC	PROFESSIONAL SERVICES	$5,175.00	
301869	625-0601-550100-	PLANTE & MORAN PLLC	PROFESSIONAL SERVICES	$10,743.75	
					$31,548.00
301894	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERS,DP & WORD PROC.	$7,548.00	
301894	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERS,DP & WORD PROC.	$12,000.00	
301894	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERS,DP & WORD PROC.	$12,000.00	
					$1,761.06
301903	625-0601-521650-	VERIZON WIRELESS	ACCT 68500580500001	$1,761.06	
					$312.57
301904	625-0601-521650-	VERIZON WIRELESS	ACCT 78036610800001	$312.57	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0601						**$684.29**
	301905	625-0601-521650-	VERIZON WIRELESS	ACCT 98726153700001	$684.29	
				DEPARTMENT 0601 TOTAL:	$64,460.06	

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Department 1008	**BOARDS & COMM FIRE & POL COMM**				
					$180.00
301764	101-1008-520750-	CONRAD POLYGRAPH INC	PROFESSIONAL SERVICES	$180.00	
			DEPARTMENT 1008 TOTAL:	$180.00	

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Department 1013	**BOARDS & COMM SENIOR CITIZENS**				
					$200.00
301749	101-1013-522010-	CENTER ON HALSTED	ADVERTISING	$200.00	
			DEPARTMENT 1013 TOTAL:	$200.00	

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Department 1021	**BOARDS & COMM AH ECON ALLNCE**				
					$24.99
301867	101-1021-540400-	PETTY CASH	OFFICE SUPPLIES	$24.99	
			DEPARTMENT 1021 TOTAL:	$24.99	

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Department 2005	**SPECIAL EVENTS METROPOLIS THTR**				
					$65,300.00
301732	515-2005-550550-	ATOMATIC MECHANICAL SVCS, INC	SERVICE BLDG MAINTENANCE	$65,300.00	
					$633.69
301784	515-2005-550550-	FULL COMPASS SYSTEMS INC	METROPOLIS EQUIPMENT	$633.69	
			DEPARTMENT 2005 TOTAL:	$65,933.69	

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Department 3001	**POLICE DEPT ADMIN**				
					$365.00
301735	101-3001-533250-	AXON ENTERPRISE INC	POLICE EQUIPMENT & SUPPLY	$365.00	
					$265.30
301740	101-3001-533250-	BRANDING TOUCHPOINT	POLICE EQUIPMENT & SUPPLY	$265.30	
					$818.75
301763	101-3001-521650-	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	$365.00	
301763	101-3001-521650-	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	$453.75	
					$5,616.00
301768	101-3001-521650-	DACRA TECH LLC	PROFESSIONAL SERVICES	$5,616.00	
					$1,383.70
301781	101-3001-522030-	FERGUSON, LANCE	TRAVEL & TRAINING	$1,383.70	
					$36,000.00
301782	401-3001-550150-	FLOCK GROUP, INC	PROFESSIONAL SERVICES	$6,000.00	
301782	401-3001-550150-	FLOCK GROUP, INC	PROFESSIONAL SERVICES	$30,000.00	
					$262.40
301788	101-3001-530350-	GONZALEZ, ROBERTO	CLOTHING & APPAREL	$262.40	
					$35.00
301808	101-3001-530350-	JENNINGS, JAMES	REIMBURSEMENT	$35.00	
					$140.00
301809	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	$140.00	

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Department 3001					
					$10,545.00
301836	101-3001-522030-	NORTH EAST MULTI REGIONAL TRAINING	TRAVEL & TRAINING	$10,545.00	
					$210.00
301837	101-3001-522020-	NORTHERN IL POLICE ALARM SYSTEM	TRAVEL & TRAINING	$210.00	
					$52,142.04
301838	101-3001-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$52,142.04	
					$1,164.28
301843	101-3001-522150-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$298.72	
301843	101-3001-522150-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$865.56	
					$160.48
301875	101-3001-530350-	RAY O'HERRON	CLOTHING & APPAREL	$10.00	
301875	101-3001-530350-	RAY O'HERRON	CLOTHING & APPAREL	$150.48	
					$80.00
301885	101-3001-521650-	SUBURBAN ACCENTS INC	SERVICE VEH MAINTENANCE	$80.00	
					$36.01
301909	235-3001-533050-	VERIZON WIRELESS	ACCT 54209747800003	$36.01	
					$2,035.54
301910	101-3001-521650-	VERIZON WIRELESS	ACCT 68682493000001	$2,035.54	
					$16,590.33
301915	101-3001-522030-	VIRTRA	POLICE EQUIPMENT & SUPPLY	$16,590.33	
			DEPARTMENT 3001 TOTAL:	$127,849.83	

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Department 3003	**POLICE DEPT CRIMINAL INVEST**				
					$187.18
301737	231-3003-540010-	BENTLEY'S PETSTUFF	K9 SUPPLIES	$187.18	
					$9,570.00
301817	231-3003-540110-	LEADSONLINE LLC	POLICE EQUIPMENT & SUPPLY	$9,570.00	
					$3,727.32
301871	231-3003-540110-	POWERDMS INC	POLICE EQUIPMENT & SUPPLY	$3,727.32	
					$13,529.00
301888	231-3003-540110-	SUMURI	POLICE EQUIPMENT & SUPPLY	$13,529.00	
			DEPARTMENT 3003 TOTAL:	$27,013.50	

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Department 3501	**FIRE ADMIN**				
					$1,964.52
301706	401-3501-550150-	ADVANCED/PLM SALES & MARKETING	FIRE EQUIPMENT & SUPPLY	$1,964.52	
					$2,300.00
301709	101-3501-521020-	AIR ONE EQUIPMENT	EQUIPMENT MAINTENANCE	$218.00	
301709	401-3501-550150-	AIR ONE EQUIPMENT	CLOTHING & APPAREL	$419.00	
301709	401-3501-550150-	AIR ONE EQUIPMENT	CLOTHING & APPAREL	$1,663.00	
					$420.34
301714	101-3501-531650-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	$105.57	
301714	101-3501-531850-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	$22.00	
301714	101-3501-531850-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	$292.77	
					$1,040.46
301785	101-3501-530350-	GALLS LLC	CLOTHING & APPAREL	$70.93	
301785	101-3501-530350-	GALLS LLC	CLOTHING & APPAREL	$169.62	
301785	101-3501-530350-	GALLS LLC	CLOTHING & APPAREL	$530.05	
301785	101-3501-530350-	GALLS LLC	OFFICE SUPPLIES	$43.70	
301785	101-3501-530350-	GALLS LLC	OFFICE SUPPLIES	$226.16	
					$205.18
301824	101-3501-531850-	MES-ILLINOIS	FIRE EQUIPMENT & SUPPLY	$205.18	
					$17,380.68
301838	101-3501-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$17,380.68	

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Department 3501					**$201.24**
301843	101-3501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$32.76	
301843	101-3501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$168.48	
					$255.72
301866	101-3501-533500-	PENNCARE	FIRE EQUIPMENT & SUPPLY	$255.72	
					$2,574.54
301874	101-3501-533050-	PROMOS 911 INC	MISCELLANEOUS SUPPLIES	$2,574.54	
					$1,748.40
301893	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	$39.50	
301893	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	$399.75	
301893	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	$579.65	
301893	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	$729.50	
					$800.36
301908	101-3501-521650-	VERIZON WIRELESS	ACCT 44205897800001	$800.36	
			DEPARTMENT 3501 TOTAL:	$28,891.44	

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Department 3701	**FOREIGN FIRE INSURANCE ADMIN**				
					$50.00
301710	227-3701-522030-	ALECKSON, MARK	TUITION REIMBURSEMENT	$50.00	
					$77.79
301746	227-3701-522030-	CASTILLO, REGINALD	TUITION REIMBURSEMENT	$77.79	
					$2,196.48
301802	227-3701-550150-	HOME DEPOT CREDIT SERVICES	FIRE EQUIPMENT & SUPPLY	$2,196.48	
					$1,350.00
301813	227-3701-522030-	KEDROK, JASON	TUITION REIMBURSEMENT	$1,350.00	
					$6,467.00
301826	227-3701-530350-	MICHAEL LENZI	CLOTHING & APPAREL	$6,467.00	
					$6,775.00
301878	227-3701-550150-	ROGUE FITNESS	FIRE EQUIPMENT & SUPPLY	$6,775.00	
					$137.38
301916	227-3701-550150-	VOLZ JOHN E	MISCELLANEOUS SUPPLIES	$137.38	
			DEPARTMENT 3701 TOTAL:	$17,053.65	

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Department 4001	**PLANNING PLANNING**				
					$25.99
301714	101-4001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$25.99	
					$25.00
301779	101-4001-530050-	FASTSIGNS	OFFICE SUPPLIES	$25.00	
					$38.82
301780	101-4001-522050-	FEDEX	SHIPPING FEES	$38.82	
					$3,150.00
301789	101-4001-520050-	GOVTEMPSUSA LLC	TEMPORARY SERVICES	$3,150.00	
					$1,900.00
301811	101-4001-540400-	JOURNAL & TOPICS NEWSPAPERS	ADVERTISING	$1,900.00	
					$2,000.00
301822	263-4001-520050-	MAROUS & COMPANY	PROFESSIONAL SERVICES	$2,000.00	
					$283.86
301827	101-4001-522030-	MICHAEL LYSICATOS	TRAVEL & TRAINING	$283.86	
					$695.00
301886	101-4001-540410-	SUBURBAN FAMILY MAGAZINE	ADVERTISING	$695.00	
					$52.16
301914	101-4001-521650-	VERIZON WIRELESS	ACCT 38042002700001	$52.16	
			DEPARTMENT 4001 TOTAL:	$8,170.83	

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Department 4101	**COMMUNITY DEVL BLK GRNTADMIN**				
					$26,694.11
301741	215-4101-541760-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	$26,694.11	
					$70.00
301750	215-4101-541010-	CHICAGO TITLE COMPANY LLC	MISCELLANEOUS SERVICES	$70.00	
			DEPARTMENT 4101 TOTAL:	$26,764.11	

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Department 4501	**BUILDING ADMIN**				
					$141.00
301739	101-4501-530350-	BRAND IT ON APPAREL CO	CLOTHING & APPAREL	$141.00	
					$87.96
301743	101-4501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$29.39	
301743	101-4501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$58.57	
					$210.00
301792	101-4501-520350-	GRIVAS KRAUSE ASSOCIATES LTD	PROFESSIONAL SERVICES	$210.00	
					$450.35
301843	101-4501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$450.35	
					$90.00
301867	101-4501-522030-	PETTY CASH	TRAVEL & TRAINING	$90.00	
					$70.00
301891	101-4501-521650-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	$35.00	
301891	101-4501-521650-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	$35.00	
					$252.07
301911	101-4501-521650-	VERIZON WIRELESS	ACCT 54209747800002	$252.07	
					$464.89
301912	101-4501-521650-	VERIZON WIRELESS	ACCT 54209747800001	$464.89	
			DEPARTMENT 4501 TOTAL:	$1,766.27	

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Department 7001	**HEALTH ADMIN**				
					$17.47
301743	101-7001-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$17.47	
					$207.30
301907	101-7001-521650-	VERIZON WIRELESS	ACCT 88556712200001	$207.30	
			DEPARTMENT 7001 TOTAL:	$224.77	

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Department 7007	**HEALTH SENIOR SERVICES**				
					$240.00
301738	101-7007-521650-	BLUE LOTUS BUDDHIST TEMPLE	PROGRAM INSTRUCTIONAL FEE	$240.00	
					$200.00
301751	101-7007-521650-	CHINESE INTERCULTURAL, LLC	PROGRAM INSTRUCTIONAL FEE	$200.00	
					$150.00
301772	101-7007-521650-	DENISE LAURIN VISUAL ART	PROGRAM INSTRUCTIONAL FEE	$150.00	
					$175.00
301773	101-7007-521650-	DES PLAINES HARMONAIRES	PROGRAM INSTRUCTIONAL FEE	$175.00	
					$1,700.00
301778	101-7007-521020-	EXPERT POOL TABLE REPAIR	PROFESSIONAL SERVICES	$1,700.00	
					$120.00
301801	101-7007-521020-	HOFFMANN PIANO SERVICE	EQUIPMENT MAINTENANCE	$120.00	
					$267.00
301812	101-7007-531650-	JRMEDIA GROUP, LLC	PROGRAM INSTRUCTIONAL FEE	$267.00	
					$250.00
301921	101-7007-531650-	WPM PRODUCTIONS, INC.	PROGRAM INSTRUCTIONAL FEE	$250.00	
			DEPARTMENT 7007 TOTAL:	$3,102.00	

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Department 7101	**PUBLIC WORKS ADMIN**				
					$1,325.00
301703	101-7101-521020-	A & D PROCLEAN	SERVICE BLDG MAINTENANCE	$375.00	
301703	101-7101-521020-	A & D PROCLEAN	SERVICE BLDG MAINTENANCE	$950.00	
					$3,461.17
301704	101-7101-531550-	ACTIVE ELECTRICAL SUPPLY CO	BLDG MAINTENACE SUPPLY	$1,132.42	
301704	101-7101-531750-	ACTIVE ELECTRICAL SUPPLY CO	STREETS SUPPLIES	$2,328.75	
					$9,062.00
301708	101-7101-521020-	AFFILIATED CUSTOMER SERVICE INC	SERVICE BLDG MAINTENANCE	$1,350.00	
301708	101-7101-521020-	AFFILIATED CUSTOMER SERVICE INC	SERVICE BLDG MAINTENANCE	$7,712.00	
					$604.89
301711	101-7101-531850-	ALEXANDER EQUIPMENT CO INC	EQUIPMENT	$604.89	
					$11,995.00
301712	101-7101-521110-	ALL WINDOW CLEANING SERV INC	SERVICE BLDG MAINTENANCE	$11,995.00	
					$446.79
301714	101-7101-531650-	AMAZON COM CAPITAL SERVICES	ENGINEERING SUPPLIES	$14.74	
301714	101-7101-531650-	AMAZON COM CAPITAL SERVICES	ENGINEERING SUPPLIES	$14.97	
301714	101-7101-531650-	AMAZON COM CAPITAL SERVICES	ENGINEERING SUPPLIES	$51.56	
301714	101-7101-531650-	AMAZON COM CAPITAL SERVICES	ENGINEERING SUPPLIES	$157.43	
301714	101-7101-531650-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPLIES	$44.52	
301714	101-7101-531650-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPLIES	$123.58	

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Department 7101	301714	101-7101-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$39.99	
						$11,139.14
	301715	101-7101-521020-	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$544.98	
	301715	101-7101-521020-	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$664.32	
	301715	101-7101-521020-	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$726.60	
	301715	101-7101-521020-	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$820.00	
	301715	101-7101-521020-	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$900.07	
	301715	101-7101-521020-	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$1,454.38	
	301715	101-7101-521020-	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$1,733.79	
	301715	101-7101-521020-	AMERICAN DOOR & DOCK	SERVICE BLDG MAINTENANCE	$4,295.00	
						$613.30
	301717	101-7101-521020-	ANDERSON LOCK	SERVICE BLDG MAINTENANCE	$536.00	
	301717	101-7101-531550-	ANDERSON LOCK	BLDG MAINTENANCE SUPPLY	$77.30	
						$5,848.07
	301719	101-7101-521550-	APEX LANDSCAPING INC	ANNUAL LANDSCAPING CONTRACT	$5,848.07	
						$150.00
	301720	101-7101-522030-	APWA CHICAGO METRO CHAPTER	TRAVEL & TRAINING	$75.00	
	301720	101-7101-522030-	APWA CHICAGO METRO CHAPTER	TRAVEL & TRAINING	$75.00	
						$570.00
	301721	101-7101-521020-	AQUALAB WATER TREATMENT INC	WATER SUPPLIES	$285.00	
	301721	101-7101-521020-	AQUALAB WATER TREATMENT INC	WATER SUPPLIES	$285.00	

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Department 7101					
					$4,926.60
301723	101-7101-531650-	ARC IMAGING RESOURCES	OFFICE EQUIPMENT	$4,926.60	
					$1,200.00
301724	101-7101-521020-	ARCO MECHANICAL EQUIPMENT SALES	SERVICE BLDG MAINTENANCE	$1,200.00	
					$2,396.22
301727	515-7101-533050-	ARROW ROAD CONSTRUCTION CO	CONSTRUCTION SERVICES	$1,026.90	
301727	515-7101-533050-	ARROW ROAD CONSTRUCTION CO	CONSTRUCTION SERVICES	$1,369.32	
					$4,877.08
301728	101-7101-522700-	AT & T	ACCT 84725331203952	$4,877.08	
					$1,941.02
301730	101-7101-522700-	AT & T	ACCT 8310010134261	$1,941.02	
					$1,363.93
301731	101-7101-522700-	AT & T	ACCT 8310010146347	$1,363.93	
					$27,359.63
301734	401-7101-550200-	AVI-SPL LLC	BLDG MAINTENANCE SUPPLY	$27,359.63	
					$208.00
301736	401-7101-550300-	BAXTER & WOODMAN	PROFESSIONAL SERVICES	$208.00	
					$958,186.33
301741	211-7101-550400-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	$220,005.09	
301741	235-7101-550250-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	$35,592.15	
301741	401-7101-550300-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	$628,735.37	
301741	401-7101-550450-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	$73,853.72	

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Department 7101					
301753	101-7101-531400-	CLESEN ARTHUR INC	WATER SUPPLIES	$240.00	**$240.00**
301754	101-7101-522700-	COMCAST CABLE	ACCT 8771100720049004	$42.12	**$42.12**
301755	101-7101-522700-	COMCAST CABLE	ACCT 8771100720901436	$73.17	**$73.17**
301757	101-7101-522700-	COMCAST CABLE	ACCT 8771100721360921	$124.90	**$124.90**
301759	101-7101-522700-	COMCAST CABLE	ACCT 8771100720048998	$31.59	**$31.59**
301760	101-7101-522700-	COMCAST CABLE	ACCT 8771100721360921	$254.85	**$254.85**
301767	101-7101-521110-	CRYSTAL MAINTENANCE & MGMT SRVS	JANITORIAL SERVICES	$16,400.00	**$16,400.00**
301771	101-7101-530010-	DAILY HERALD	SUBSCRIPTION	$513.20	**$513.20**
301775	101-7101-520050-	ENGINEERING RESOURCE ASSOCIATES	ENGINEERING SEVICES	$5,200.00	**$15,261.25**
301775	101-7101-520050-	ENGINEERING RESOURCE ASSOCIATES	ENGINEERING SEVICES	$10,061.25	
301783	101-7101-531650-	FOX VALLEY FARMS INC	EVENT SUPPLIES	$114.35	**$114.35**

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Department 7101					**$1,660.00**
301786	401-7101-550300-	GC NET LEASE (ARLINGTON HEIGHTS) INVESTORS LLC	RESIDENT REIMBURSEMENT	$1,660.00	
					$3,196.79
301791	101-7101-530350-	GRAINGER W W INC	CLOTHING & APPAREL	$115.56	
301791	101-7101-531550-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$3.71	
301791	101-7101-531550-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$15.44	
301791	101-7101-531550-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$34.24	
301791	101-7101-531550-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$74.20	
301791	101-7101-531550-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$148.40	
301791	101-7101-531550-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$237.17	
301791	101-7101-531550-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$287.23	
301791	101-7101-531550-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$608.32	
301791	101-7101-531850-	GRAINGER W W INC	BLDG MAINTENANCE SUPPLY	$1,250.93	
301791	401-7101-550200-	GRAINGER W W INC	BLDG MAINTENANCE SUPPLY	$421.59	
					$19,310.00
301794	101-7101-520050-	HAMPTON LENZINI & RENWICK INC	PROFESSIONAL SERVICES	$1,547.50	
301794	401-7101-550300-	HAMPTON LENZINI & RENWICK INC	PROFESSIONAL SERVICES	$17,762.50	
					$2,447.69
301797	101-7101-531550-	HELLER LUMBER CO	BLDG MAINTENANCE SUPPLY	$71.07	
301797	101-7101-531550-	HELLER LUMBER CO	BLDG MAINTENANCE SUPPLY	$483.62	
301797	101-7101-531550-	HELLER LUMBER CO	BLDG MAINTENANCE SUPPLY	$1,893.00	

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Department 7101					
					$15,478.40
301798	101-7101-521550-	HENDRICKSEN ROBERT W COMPANY	ANNUAL TREE TRIMMING CONTRACT	$15,478.40	
					$1,161.74
301799	101-7101-531650-	HENRICKSEN & COMPANY INC	OFFICE FURNITURE	$1,161.74	
					$585.00
301807	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BLDG MAINTENANCE	$60.00	
301807	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BLDG MAINTENANCE	$60.00	
301807	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BLDG MAINTENANCE	$65.00	
301807	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BLDG MAINTENANCE	$88.00	
301807	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BLDG MAINTENANCE	$88.00	
301807	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BLDG MAINTENANCE	$104.00	
301807	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BLDG MAINTENANCE	$120.00	
					$583.21
301810	101-7101-521020-	JOHNSON CONTROLS SECURITY SOLUTIONS	SERVICE BLDG MAINTENANCE	$106.43	
301810	101-7101-521020-	JOHNSON CONTROLS SECURITY SOLUTIONS	SERVICE BLDG MAINTENANCE	$143.00	
301810	101-7101-521020-	JOHNSON CONTROLS SECURITY SOLUTIONS	SERVICE BLDG MAINTENANCE	$333.78	
					$155.97
301814	101-7101-531650-	KOEPPL TERRY	REIMBURSEMENT	$155.97	
					$50.00
301815	101-7101-522020-	DYLAN KUTZER	REIMBURSEMENT	$50.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$890.00
301829	101-7101-531400-	MICHIGAN WEST SHORE	AGRICULTURE SUPPLIES	$890.00	
					$3,824.00
301834	101-7101-521500-	NICOR	ACCT 01701843946	$3,824.00	
					$3,022.30
301835	101-7101-521500-	NICOR	ACCT 01701843946	$3,022.30	
					$548.37
301839	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BLDG MAINTENANCE SUPPLY	$180.00	
301839	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	$269.40	
301839	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	TRAFFIC SUPPLIES	$47.48	
301839	101-7101-531750-	NORTHWEST ELECTRICAL SUPPLY CO	STREET SUPPLIES	$51.49	
					$292.27
301843	101-7101-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$10.49	
301843	101-7101-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$34.99	
301843	101-7101-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$246.79	
					$793.83
301865	101-7101-521110-	PAUL DAVIS RESTORATION OF SE WI, INC	SERVICE BLDG MAINTENANCE	$345.23	
301865	101-7101-521110-	PAUL DAVIS RESTORATION OF SE WI, INC	SERVICE BLDG MAINTENANCE	$448.60	
					$141.82
301867	101-7101-522030-	PETTY CASH	OFFICE SUPPLIES	$25.00	

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Department 7101	301867	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	$8.63	
	301867	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	$35.98	
	301867	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	$72.21	
						$6,125.00
	301868	401-7101-550200-	PF CONSTRUCTION	SERVICE BLDG MAINTENANCE	$1,750.00	
	301868	401-7101-550200-	PF CONSTRUCTION	SERVICE BLDG MAINTENANCE	$4,375.00	
						$526.50
	301870	101-7101-531400-	POSSIBILITY PLACE NURSERY	LANDSCAPING SUPPLIES	$526.50	
						$753.90
	301873	101-7101-530350-	PRO SAFETY INC	CLOTHING & APPAREL	$753.90	
						$2,390.00
	301876	101-7101-520050-	RITTER GIS	PROFESSIONAL SERVICES	$2,390.00	
						$5,577.00
	301877	101-7101-521020-	ROBERTS ENVIRONMENTAL CONTROL CORP	SERVICE BLDG MAINTENANCE	$511.00	
	301877	101-7101-521020-	ROBERTS ENVIRONMENTAL CONTROL CORP	SERVICE BLDG MAINTENANCE	$2,019.00	
	301877	101-7101-521020-	ROBERTS ENVIRONMENTAL CONTROL CORP	SERVICE BLDG MAINTENANCE	$3,047.00	
						$118.17
	301879	101-7101-531850-	ROUTE 12 RENTAL CO INC	MISCELLANEOUS SUPPLIES	$118.17	
						$739.92
	301883	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BLDG MAINTENANCE SUPPLY	$739.92	

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Department 7101					
					$9,350.00
301884	101-7101-521020-	STONE GROUP	EQUIPMENT MAINTENANCE	$9,350.00	
					$550.00
301889	101-7101-521110-	SW CLEANING SERVICE	SERVICE BLDG MAINTENANCE	$550.00	
					$1,154.37
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$24.18	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$24.18	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$24.77	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$24.77	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$24.77	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$24.77	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$24.77	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$30.17	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$30.17	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$42.49	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$42.49	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$42.49	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$44.99	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$84.73	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$84.73	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$84.73	
301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$84.73	

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Department 7101	301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$84.73	
	301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$108.57	
	301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$108.57	
	301897	101-7101-521110-	UNIFIRST CORPORATION	SERVICE BLDG MAINTENANCE	$108.57	
						$1,747.57
	301900	101-7101-522700-	VERIZON WIRELESS	ACCT 58675303500001	$1,747.57	
						$43,200.00
	301917	235-7101-550250-	WALKER CONSULTANTS	PROFESSIONAL SERVICES	$43,200.00	
						$163.16
	301923	101-7101-531850-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	$163.16	
						$995.00
	902036	101-7101-521110-	BEST TECHNOLOGY SYSTEMS INC	SERVICE BUILDING MAINTENANCE	$995.00	
				DEPARTMENT 7101 TOTAL:	$1,208,261.58	

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Department 7201	**WATER AND SEWER ADMIN**				
					$414.06
301702	505-7201-531550-	1000BULBS.COM	BLDG MAINTENANCE SUPPLY	$414.06	
					$1,469.89
301711	505-7201-531600-	ALEXANDER EQUIPMENT CO INC	CHLORINE GAS	$1,469.89	
					$815.20
301714	505-7201-531550-	AMAZON COM CAPITAL SERVICES	WATER SUPPLIES	$118.95	
301714	505-7201-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$12.95	
301714	505-7201-531650-	AMAZON COM CAPITAL SERVICES	SEWER SUPPLIES	$42.75	
301714	505-7201-531650-	AMAZON COM CAPITAL SERVICES	SEWER SUPPLIES	$69.92	
301714	505-7201-531650-	AMAZON COM CAPITAL SERVICES	WATER SUPPLIES	$243.67	
301714	505-7201-531850-	AMAZON COM CAPITAL SERVICES	METERS SUPPLIES	$79.98	
301714	505-7201-531850-	AMAZON COM CAPITAL SERVICES	SEWER SUPPLIES	$246.98	
					$68.08
301716	505-7201-522700-	AMERICAN MESSAGING	ACCT U1109311	$68.08	
					$150.00
301720	505-7201-522030-	APWA CHICAGO METRO CHAPTER	TRAVEL & TRAINING	$75.00	
301720	505-7201-522030-	APWA CHICAGO METRO CHAPTER	TRAVEL & TRAINING	$75.00	
					$2,205.00
301722	505-7201-520050-	AQUATIC ECOSYSTEMS MGMT INC	WATER QUALITY ASSESSMENT	$2,205.00	
					$194.85
301756	505-7201-522700-	COMCAST CABLE	ACCT 8771100720175502	$194.85	

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Department 7201					
301758	505-7201-522700-	COMCAST CABLE	ACCT 8771100720048980	$2.10	**$2.10**
301761	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	$188.87	**$188.87**
301762	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0248116083	$23.83	**$23.83**
301765	505-7201-531400-	CONSERV FS INC	AGRICULTURAL SUPPLIES	$1,838.00	**$1,838.00**
301766	505-7201-531010-	CORE & MAIN LP	WATER SUPPLIES	$1,720.00	**$1,720.00**
301783	505-7201-531650-	FOX VALLEY FARMS INC	EVENT SUPPLIES	$114.35	**$114.35**
301791	505-7201-530350-	GRAINGER W W INC	CLOTHING & APPAREL	$115.56	**$161.18**
301791	505-7201-531850-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$22.81	
301791	505-7201-531850-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$22.81	
301793	505-7201-531650-	HALLIDAY PRODUCTS INC	MISCELLANEOUS SUPPLIES	$1,580.09	**$1,580.09**
301795	505-7201-531650-	HARBOR FREIGHT TOOLS	VEH MAINTENANCE SUPPLY	$169.99	**$169.99**

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Department 7201					**$3,805.01**
301796	505-7201-521350-	HBK WATER METER SERVICE INC	PROFESSIONAL SERVICES	$3,516.87	
301796	505-7201-531020-	HBK WATER METER SERVICE INC	METERS SUPPLIES	$86.81	
301796	505-7201-531020-	HBK WATER METER SERVICE INC	METERS SUPPLIES	$201.33	
					$50.00
301816	505-7201-522020-	LAWLOR, JOHN	REIMBURSEMENT	$50.00	
					$662.50
301821	505-7201-520050-	MANHARD CONSULTING	PROFESSIONAL SERVICES	$662.50	
					$128.08
301843	505-7201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$33.44	
301843	505-7201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$94.64	
					$21.99
301867	505-7201-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	$21.99	
					$5,850.00
301868	505-7201-521110-	PF CONSTRUCTION	CONSTRUCTION SERVICES	$5,850.00	
					$406.40
301872	505-7201-522030-	PREUCIL JOHN	TRAVEL & TRAINING	$406.40	
					$753.90
301873	505-7201-530350-	PRO SAFETY INC	CLOTHING & APPAREL	$753.90	
					$1,055.87
301878	505-7201-550100-	ROGUE FITNESS	EQUIPMENT	$1,055.87	

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Department 7201					
301882	505-7201-531070-	STANDARD EQUIPMENT CO	SEWER SUPPLIES	$388.08	**$388.08**
301887	505-7201-520050-	SUBURBAN LABORATORIES INC	PROFESSIONAL SERVICES	$1,229.80	**$1,229.80**
301890	505-7201-531020-	TAYLOR PLUMBING	PLUMBING SUPPLIES	$692.63	**$692.63**
301895	505-7201-531650-	ULINE INC	MISCELLANEOUS SUPPLIES	$162.64	**$162.64**
301900	505-7201-522700-	VERIZON WIRELESS	ACCT 58675303500001	$1,165.05	**$1,165.05**
301901	505-7201-522700-	VERIZON WIRELESS	ACCT 78635116200001	$702.29	**$702.29**
301918	505-7201-531010-	WATER PRODUCTS CO	WATER SUPPLIES	$740.00	**$740.00**
301922	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLIES	$714.00	**$3,264.00**
301922	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLIES	$870.00	
301922	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLIES	$1,680.00	
301923	505-7201-531850-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	$163.16	**$163.16**
			DEPARTMENT 7201 TOTAL:	$32,356.89	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK DATE: 5/15/2023

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7301	**PARKING ADMIN**				
					$251.70
301729	235-7301-521500-	AT & T	ACCT 847R0608437214	$251.70	
					$3,586.97
301898	235-7301-521400-	UNION PACIFIC RAILROAD	LOT P PARKING	$3,586.97	
			DEPARTMENT 7301 TOTAL:	$3,838.67	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7303	**PARKING NORTH GARAGE OPER**				
					$840.00
301769	235-7303-521110-	DAHME MECHANICAL INDUSTRIES	SERVICE BLDG MAINTENANCE	$840.00	
					$545.00
301830	235-7303-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINTENANCE	$545.00	
			DEPARTMENT 7303 TOTAL:	$1,385.00	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7304	**PARKING EVERGREEN ST GAR OPER**				
					$9,406.00
301708	235-7304-521020-	AFFILIATED CUSTOMER SERVICE INC	SERVICE BLDG MAINTENANCE	$9,406.00	
					$850.00
301774	235-7304-531650-	DURABILT FENCE	SERVICE BLDG MAINTENANCE	$850.00	
					$436.00
301830	235-7304-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINTENANCE	$436.00	
					$491.48
301865	235-7304-521110-	PAUL DAVIS RESTORATION OF SE WI, INC	JANITORIAL SERVICES	$491.48	
			DEPARTMENT 7304 TOTAL:	$11,183.48	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7401	**SOLID WASTE DISPSL SWANCCADMIN**				
					$3,712.32
301790	511-7401-533050-	GRACIOUS LIVING CORPORATION	RESIDENTIAL COMPOST BINS	$3,712.32	
					$145,630.00
902042	511-7401-521540-	SOLID WASTE AGENCY	JUNE TIPPING FEES	$145,630.00	
			DEPARTMENT 7401 TOTAL:	$149,342.32	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7501	**MUNICIPAL FLEET SVCS ADMIN**				
					$306.00
301701	621-7501-521070-	IL SECRETARY OF STATE	VEHICLE REGISTRATION RENEWAL	$306.00	
					$60.16
301705	621-7501-531510-	ADVANCE AUTO PARTS	VEH MAINTENANCE SUPPLY	$60.16	
					$1,242.65
301713	621-7501-531510-	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	$66.59	
301713	621-7501-531510-	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	$392.02	
301713	621-7501-531510-	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	$784.04	
					$597.79
301714	621-7501-530010-	AMAZON COM CAPITAL SERVICES	TRAVEL & TRAINING	$199.98	
301714	621-7501-531500-	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	$75.99	
301714	621-7501-531650-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPLIES	$84.97	
301714	621-7501-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$17.50	
301714	621-7501-531650-	AMAZON COM CAPITAL SERVICES	TRAVEL & TRAINING	$179.99	
301714	621-7501-531650-	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	$39.36	
					$577.97
301725	621-7501-521070-	ARLINGTON HTS FORD	VEH MAINTENANCE SERVICE	$222.50	
301725	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	$77.38	
301725	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	$127.27	
301725	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	$150.82	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7501					**$2,794.04**
301733	621-7501-531510-	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	$2,794.04	
					$27.67
301742	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$5.69	
301742	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$21.98	
					$95.00
301745	621-7501-521070-	CASSIDY TIRE & SERVICE	VEH MAINTENANCE SERVICE	$95.00	
					$1,899.42
301747	621-7501-521070-	CASTLE CHEVROLET NORTH	VEH MAINTENANCE SERVICE	$1,899.42	
					$126.72
301752	621-7501-521360-	CITY WELDING SALES & SERVICE	CYLINDER RENTAL	$126.72	
					$389.07
301787	621-7501-531510-	GLOBAL INDUSTRIAL EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$389.07	
					$1,068.72
301791	621-7501-531510-	GRAINGER W W INC	VEH MAINTENANCE SUPPLY	$401.28	
301791	621-7501-531510-	GRAINGER W W INC	VEH MAINTENANCE SUPPLY	$667.44	
					$165.86
301795	621-7501-531510-	HARBOR FREIGHT TOOLS	VEH MAINTENANCE SUPPLY AND SAFETY TRAILER ITEM	$165.86	
					$450.00
301800	621-7501-521070-	HILLSIDE SERVICE	TOWING SERVICES	$450.00	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7501					
301804	621-7501-521070-	IL SECRETARY OF STATE	VEHICLE REGISTRATION RENEWAL	$151.00	**$151.00**
301818	621-7501-531510-	LINE X OF NORTHERN ILLINOIS	VEH MAINTENANCE SUPPLY	$980.00	**$980.00**
301819	621-7501-521080-	MAACO COLLISION REPAIR & PAINTING	EQUIPMENT MAINTENANCE	$11,065.35	**$11,065.35**
301820	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	$241.69	**$241.69**
301823	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$194.39	**$194.39**
301828	621-7501-522030-	MICHAEL, DANIEL	REIMBURSEMENT	$140.00	**$1,211.12**
301828	621-7501-522030-	MICHAEL, DANIEL	TRAVEL & TRAINING	$1,071.12	
301831	621-7501-531510-	MONROE TRUCK EQUIPMENT	VEH MAINTENANCE SUPPLY	($1,737.87)	**($1,737.87)**
301832	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$45.71	**$455.50**
301832	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$409.79	
301840	621-7501-531510-	NORTHWEST FREIGHTLINER	VEH MAINTENANCE SUPPLY	$59.94	**$59.94**
301842	621-7501-531510-	O'REILLY AUTO PARTS	VEH MAINTENANCE SUPPLY	$112.68	**$112.68**

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7501					**$939.58**
301864	621-7501-531510-	PATLIN INC	VEH MAINTENANCE SUPPLY	$95.61	
301864	621-7501-531510-	PATLIN INC	VEH MAINTENANCE SUPPLY	$161.03	
301864	621-7501-531510-	PATLIN INC	VEH MAINTENANCE SUPPLY	$284.79	
301864	621-7501-531510-	PATLIN INC	VEH MAINTENANCE SUPPLY	$398.15	
					$1,691.60
301880	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	$521.60	
301880	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	$1,170.00	
					$1,672.92
301881	621-7501-521020-	SNAP ON INDUSTRIAL TOOLS	EQUIPMENT MAINTENANCE	$1,672.92	
					$1,608.38
301882	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$172.50	
301882	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$321.20	
301882	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$324.31	
301882	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$790.37	
					$499.80
301896	621-7501-531510-	ULTRA STROBE COMMUNICATIONS INC	VEH MAINTENANCE SUPPLY	$499.80	
					$71.65
301897	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	$71.65	
					$358.26
301899	621-7501-531510-	US AUTOFORCE	VEH MAINTENANCE SUPPLY	$358.26	

VILLAGE OF ARLINGTON HEIGHTS
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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7501						**$1,205.92**
	301919	621-7501-531510-	WHOLESALE DIRECT INC	VEH MAINTENANCE SUPPLY	$1,205.92	
						$6,486.31
	301920	621-7501-521070-	WICKSTROM FORD	VEH MAINTENANCE SERVICE	$2,626.11	
	301920	621-7501-521070-	WICKSTROM FORD	VEH MAINTENANCE SERVICE	$3,860.20	
						$628.59
	301923	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$30.91	
	301923	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$123.72	
	301923	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$209.40	
	301923	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$264.56	
				DEPARTMENT 7501 TOTAL:	$37,697.88	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9001	**CAPITAL ADMIN**				
					$1,894.38
301707	505-9001-550250-	AECOM	PROFESSIONAL SERVICES	$1,894.38	
					$2,969.20
301726	505-9001-550250-	ARLINGTON POWER EQUIPMENT	EQUIPMENT	$2,969.20	
					$4,343.94
301736	505-9001-550250-	BAXTER & WOODMAN	PROFESSIONAL SERVICES	$4,343.94	
					$886,656.51
301776	505-9001-550250-	ERA VALDIVIA CONTRACTORS INC	CONSTRUCTION SERVICES	$430,385.40	
301776	505-9001-550250-	ERA VALDIVIA CONTRACTORS INC	CONSTRUCTION SERVICES	$456,271.11	
			DEPARTMENT 9001 TOTAL:	$895,864.03	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9003	**CAPITAL EQUIPMENT**				
					$5,300.00
301831	621-9003-550050-	MONROE TRUCK EQUIPMENT	EQUIPMENT	$2,650.00	
301831	621-9003-550050-	MONROE TRUCK EQUIPMENT	EQUIPMENT	$2,650.00	
			DEPARTMENT 9003 TOTAL:	$5,300.00	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9555	**DEBT SVC POLICE STATION 2016**				
					$446,150.00
902044	301-9555-560150-	UMB BANK	DEBT SERVICE PAYMENTS	$446,150.00	
			DEPARTMENT 9555 TOTAL:	$446,150.00	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9556	**DEBT SVC STORM WATER CONT 2018**				
					$158,950.00
902044	301-9556-560150-	UMB BANK	DEBT SERVICE PAYMENTS	$158,950.00	
			DEPARTMENT 9556 TOTAL:	$158,950.00	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9557	**DEBT SVC 2019 REFUNDING 2011**				
					$183,625.00
902044	301-9557-560150-	UMB BANK	DEBT SERVICE PAYMENTS	$183,625.00	
			DEPARTMENT 9557 TOTAL:	$183,625.00	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9558	**DEBT SVC 2020 GO BONDS**				
					$196,700.00
902044	301-9558-560150-	UMB BANK	DEBT SERVICE PAYMENTS	$196,700.00	
			DEPARTMENT 9558 TOTAL:	$196,700.00	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9901	**NON-OPERATING**				
					$11,647.59
301825	515-9901-540830-	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	$7,418.40	
301825	515-9901-540920-	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE CHARGE	$4,229.19	
			DEPARTMENT 9901 TOTAL:	$11,647.59	
			WARRANT TOTAL:	**$4,678,448.96**	

Village Board
5/15/2023

Item: Report of the Committee of the Whole Meeting of May 8, 2023

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of May 8, 2023

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.

Village Board
5/15/2023

Item: Report of the Committee of the Whole Meeting of May 15, 2023

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of May 15, 2023

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

Village Board
5/15/2023

Item: Report of the Committee of the Whole Meeting of May 15, 2023

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of May 15, 2023

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.

Village Board
5/15/2023

Item: Wilke Road Resurfacing & Multi-Use Path – Phase 3 Construction Engineering Services

Department: Public Works

BACKGROUND

On October 15, 2020, the "Wilke Road Resurfacing & Multi-Use Path" project was approved for Federal funding. The project consists of the resurfacing of Wilke Road from approximately 600 ft north of IL 62 (Algonquin Rd) to the Union Pacific Railroad just south of US 14 (Northwest Highway) and includes the extension of a concrete multi-use path along the east parkway of Wilke Road from Bray Court to north of Orchard Place connecting to the existing off-street path at the southern edge of Sunset Meadows Park.

After going through the Qualifications Based Selection (QBS) process for Phase I, II, and III Engineering, the Board approved a Phase I contract to Christopher Burke Engineering (CBBEL) on 12/6/2021. The Phase I report was completed by CBBEL and approved by IDOT District 1 on August 19, 2022. The Board approved a Phase II contract to CBBEL on September 19, 2022. The Final Plans, Specs, and Estimates will be submitted to IDOT District 1 on June 12, 2023 with an expected Bid Letting date of September 22, 2023.

Staff has been satisfied with the worked to date performed by CBBEL. The next step is to complete the Phase III Construction Engineering agreements with CBBEL. The construction for this project is scheduled to begin in 2024. Staff is recommending and requesting approval of a Wilke Road Resurfacing & Multi-use Path Phase III Construction Engineering contract with CBBEL in the amount of $453,510.

The current budget includes $2,761,500 in Account No. 401-7101-550300 (ST-2103) for the Phase 3 portion of the project. The City of Rolling Meadows has committed to partnering with the Village on all phases of the project and will reimburse the Village for the City's proportional (approximately 20%) share of the project. An intergovernmental agreement for the cost sharing for Phase 3 Engineering Services will be forthcoming to the Village Board for approval.

RECOMMENDATION

It is recommended that the Village Board award a contract for the "Wilke Road Resurfacing & Multi-Use Path – Phase 3 Construction Engineering Services" to

Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois, for the not-to-exceed cost of $453,510 and authorize staff to execute the necessary documents.

ATTACHMENTS:

Description	Type
Phase III Engineering Agreement with CBBEL	Agreement

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Arlington Heights	Cook	22-00217-00-RS	C-91-043-23

Project Number	Contact Name	Phone Number	Email
VI8E(538)	Aldair Vargas, P.E.	(847) 368-5254	avargas@vah.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wilke Road	2633/2634	2.52 Miles	

Location Termini: IL Rt 62 (Algonquin Rd) to US Rt 14

Add Location | Remove Location

Project Description: Wilke Road resurfacing project, from Il Rt 62 (Algonquin Road) to US Rt 14. Mill & resurface, patching, proposed bike path, traffic signal improvements, ADA ramp improvements.

Engineering Funding	☒ Federal	☐ MFT/TBP	☐ State	☒ Other	STP-U 75% / LOCAL 25%
Anticipated Construction Funding	☒ Federal	☐ MFT/TBP	☐ State	☒ Other	STP-U 75% / LOCAL 25%

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Christopher B. Burke Eng., Ltd.	Kevin Wilson	(847) 833-0274	kwilson@cbbel.com

Address	City	State	Zip Code
9575 W. Higgins Road, Suite 600	Rosemont	IL	60018

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
    (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
    (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

(a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Eng., Ltd.	36-3468939	$429,673.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	$23,837.00
	Subconsultant Total	$23,837.00
	Prime Consultant Total	$429,673.00
	Total for all work	$453,510.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type: Village of Local Public Agency: Arlington Heights

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Arlington Heights

Local Public Agency Type: Village Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name: Christopher B. Burke Eng., Ltd.

By (Signature & Date) 4/26/2023

By (Signature & Date) 4/26/2023

Title: Vice President

Title: President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Arlington Heights	Christopher B. Burke Eng., Ltd.	Cook	22-00217-00-RS

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Task 1 - Preconstruction Services
Review of Existing Data: Resident Engineer and staff will review plans, specifications and contract documents.
Preconstruction Meeting: CBBEL staff will attend and take meeting minutes for the preconstruction meeting held at IDOT.

Task 2 - Shop Drawing / Submittal Review
CBBEL staff will review shop drawings and submittals for the non-special waste, traffic signal items, detector loop replacement, concrete mixtures, ADA sidewalk panels, and other elements as required. This task includes check and approve, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.

Shop Drawings and Contractor Submittals:
• Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
• Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

Task 3 - Construction Observation
This task assumes full-time construction observation of a construction schedule of 80 Working Days by the Contractor.

Observation Services: CBBEL staff will perform the following tasks daily or as required by the Contractor's activities:

• Complete all documentation required by IDOT Policy.
• Assign and schedule all field and material inspection and maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.
• Direct client contact on project related issues.
• Observe and document traffic control.
• Observe daily construction for compliance to the plans and specifications.
• Coordinate daily with Contractor on work and schedule.
• Manage and quality control of construction engineering staff.
• Maintain a daily record of the Contractor's activities throughout construction including information to permit verification of the nature and costs of changes in plans and authorized extra work.
• Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports. This documentation will be completed using the Construction and Materials Management System (CMMS).
• Prepare and submit all partial and final material documentation. This documentation will be completed using the MISTIC Entry Database.
• Conduct project meetings (as required).

Task 4 - Construction Documentation
1. Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions,

and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
3. Schedule any material testing through the Village's Consultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.
5. Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

Task 5 - Materials QA Testing
The Contractor will be required to provide the Quality Control (QC) Testing required by the plans and specifications. The Phase III Engineering Services will be required to provide the subsequent Quality Assurance (QA) Testing. The testing requirements and frequency of testing will be as required and outlined in the IDOT Manual for Materials Testing Inspection and Procedures. Materials Testing will be performed by Midland Standard Engineering & Testing, Inc.

Task 6 – Post Construction / Project Closeout
Prepare Punchlist: CBBEL staff will prepare and distribute the final punchlist to all parties and verify when completed.

Task 7 – Record Drawings
Final Documentation:
• Final documentation, IDOT audit, and project closeout with Village of Arlington Heights and IDOT.
• Final mark-up of record drawings (redlines).

Task 8 – Erosion Control Inspection
CBBEL will perform weekly erosion control inspection per IDOT Document Standards.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Arlington Heights	Christopher B. Burke Eng., Ltd.	Cook	22-00217-00-RS

EXHIBIT B
PROJECT SCHEDULE

IDOT Letting: 9/22/23
Preconstruction Services: October 2023
Construction Observation / Documentation: November 2023 - August 2024
Project Closeout: September 2024 - December 2024

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Arlington Heights	Christopher B. Burke Eng., Ltd.	Cook	22-00217-00-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 11/12/21

Method(s) used for advertisement and dates of advertisement

Posted on Village website under RFP's on 10/28/2021 and notice placed in Daily Herald on 10/29-30/2021

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Technical Project Approach	20%
Firm Experience	25%
Staff Capabilities	25%
Work Load Capacity	20%
Past Performance/Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Director of Public Works, Village Engineer, Civil Eng 1

	Top three consultants ranked for this project in order
1	Christopher B Burke Engineering
2	Gewalt Hamilton
3	Ciorba Group

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Arlington Heights	Christopher B. Burke Eng., Ltd.	Cook	22-00217-00-RS

16	LPA is a home rule community (Exempt from QBS).	☐	☒

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Prime Consultant (Firm) Name	Prepared By	Date
Christopher B. Burke Engineering, Ltd.	Kevin Wilson	4/19/2023

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	C-91-043-23

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**15**	**MONTHS**	**OVERHEAD RATE**	**126.53%**
START DATE	**10/1/2023**		**COMPLEXITY FACTOR**	
RAISE DATE	**1/1/2024**		**% OF RAISE**	**2.00%**
END DATE	12/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2023	1/1/2024	3	20.00%
1	1/2/2024	1/1/2025	12	81.60%

The total escalation = 1.60%

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	C-91-043-23

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**1.60%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	$84.21	$85.56
Engineer V	$71.16	$72.30
Engineer IV	$58.38	$59.31
Engineer III	$46.57	$47.32
Engineer I/II	$33.60	$34.14
Survey V	$81.89	$83.20
Survey IV	$74.00	$75.18
Survey III	$64.75	$65.79
Survey II	$53.00	$53.85
Survey I	$37.56	$38.16
Engineering Technician V	$70.17	$71.29
Engineering Technician IV	$61.81	$62.80
Engineering Technician III	$38.25	$38.86
Engineering Technician I/II	$23.33	$23.70
CAD Manager	$68.83	$69.93
CAD Technician II	$51.81	$52.64
GIS Speciailist III	$56.00	$56.90
Landscape Architect	$63.00	$64.01
Landscape Designer I/II	$36.50	$37.08
Environmental Resource Specialist V	$73.70	$74.88
Environmental Resource Specialist IV	$60.58	$61.55
Environmental Resource Specialist III	$51.25	$52.07
Environmental Resource Specialist I/II	$29.13	$29.60
Environmental Resource Technician	$44.00	$44.70
Engineering Itern	$18.67	$18.97

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	C-91-043-23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Midland Standard Engineering &Testing	5,686.00	568.60

Total	5,686.00	568.60

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	C-91-043-23

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	200	$65.00	$13,000.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1008	$0.12	$120.96
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$13,120.96**

9575 W. Higgins Rd.
Rosemont, IL 60018
February 27, 2017

Code	Description	Price	Per	
111	8.5x11 RIP'd Color laser copies, Fiery's	$ 0.60	per side	
117	11x17 RIP'd Color laser copies, Fiery's	$ 0.70	per side	
151	Premium color poster	$ 4.00	sqft	
155	Operator required-procesing charge	$ 25.00	quarter hr	
157	Color scan to pdf	$ 1.40	sqft	
400	8.5x11 B/W impressions	$ 0.07	page	
400W	8.5x11 B/W impressions (Walk Up)	$ 0.07	page	
403	8.5x11 Color paper stock	$ 0.10	sheet	
404	8.5x11 Card Stock	$ 0.12	sheet	
405	8.5x11 Sticky Back	$ 1.00	sheet	
409	Clear 4 mil mylar cover	$ 0.50	sheet	
413	8.5x11 Monochrome scan	$ 0.075	side	
413-1	11x17 Monochrome scan	$ 0.075	side	
414	8.5x14 B/W impression	$ 0.12	sheet	
417	11x17 B/W Impression	$ 0.12	page	
417W	11x17 B/W Impression(Walk Up)	$ 0.09	page	
418	11x17 Card Stock	$ 0.19	sheet	
419	11x17 Colored paper	$ 0.16	sheet	
420	1/4 Plastic comb binding	$ 1.40	each	
421	3/8 Plastic comb binding	$ 1.60	each	
422	1/2 Plastic comb binding	$ 2.40	each	
423	5/8 Plastic comb binding	$ 2.50	each	
424	3/4 Plastic comb binding	$ 2.75	each	
425	7/8 Plastic comb binding	$ 2.90	each	
426	1" Plastic comb binding	$ 3.05	each	
427	1-1/8" Plastic comb binding	$ 3.55	each	
428	1-1/4" Plastic comb binding	$ 3.85	each	
429	1-1/2 Plastic comb binding	$ 4.00	each	
430	1-3/4 Plastic comb binding	$ 4.50	each	
431	2" Plastic comb binding	$ 4.70	each	
438	Stapling	$ 0.05	set	
444-1	Plastic jackets	$ 1.25	each	
444	Misc. Charges	$ 1.25	each	
455	Imaging on tabs	$ 0.15	impression	
456	Tab card stock	$ 0.75	sheet	
470	Handwork	$ 45.00	hour	
472	Fan folding 11x17 to 8.5x11	$ 0.03	sheet	
473	Inserting	$ 0.04	sheet	
474	Drilling-Standard 2 or 3 holes	$ 2.50	500 sheets	
502	8.5x11 small format color scan	$ 0.075	per side	
502-1	11x17 Small format color scan	$ 0.075	per side	
580	Mounting on 3/16 foamcore	$ 3.45	sqft	
73	overtime	$ 50.00	hour	
777777	Paper per case or package 8.5x11, 8.5x14, 11x17	Subject to	change	
800	Digital bond prints/plots	$ 0.18	sqft	
800h	Half size bond prints/plots	$ 0.18	sqft	
802	Scan Setup	$ 2.00	sheet	
822	Scan to file	$ 2.00	sheet	
850	Large document velium prints	$ 0.40	sqft	
872	Folding	$ 0.05	sqft	
870	Handwork	$ 45.00	hour	
885	Mylar reproduction	$ 1.75	sqft	
900	Digital bond prints/plots	$ 0.18	sqft	
900h	Half size bond prints/plots	$ 0.18	sqft	
905	Color inkjet plots	$ 4.00	sqft	
905-0	EGG (Engineering Grade) plots	$ 1.35	sqft	NEW CODE
905-2	EGG Scans	$ 6.00	sheet	
910	Mylar prints/plots	$ 1.75	sqft	
924	Burn a CD	$ 12.00	each	
925	File conversion processing	$ 0.75	sheet	
950	Velium Plots	$ 1.25	sqft	

Local Public Agency
Village of Arlington Heights

County
Cook

Section Number
22-00217-00-RS

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number
C-91-043-23

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 126.53%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Preconstruction		100	5,981	7,567	1,974		15,522	3.42%
Shop Drawing / Submittal Review		80	4,785	6,054	1,579		12,418	2.74%
Construction Observation	13,121	1600	95,691	121,078	31,578		248,347	54.76%
Construction Documentation		532	31,817	40,258	10,500		82,575	18.21%
Materials QA Testing			-	-	-	23,837	23,837	5.26%
Post Construction		240	14,354	18,162	4,737		37,253	8.21%
Record Drawings		80	4,785	6,054	1,579		12,418	2.74%
Erosion Control Inspection		48	2,871	3,632	947		7,450	1.64%
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Subconsultant DL							$568.60	0.13%
Direct Costs Total ===>	$13,120.96						**$13,120.96**	2.89%
TOTALS		2680	160,284	202,805	52,894	23,837	453,510	100.00%

363,089

Local Public Agency
Village of Arlington Heights

County
Cook

Section Number
22-00217-00-RS

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number
C-91-043-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Preconstruction			Shop Drawing / Submittal Review			Construction Observation			Construction Documentation			Materials QA Testing		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	85.56	0.0																	
Engineer V	72.30	1,340.0	50.00%	36.15	50	50.00%	36.15	40	50.00%	36.15	800	50.00%	36.15	266	50.00%	36.15			
Engineer IV	59.31	0.0																	
Engineer III	47.32	1,340.0	50.00%	23.66	50	50.00%	23.66	40	50.00%	23.66	800	50.00%	23.66	266	50.00%	23.66			
Engineer I/II	34.14	0.0																	
Survey V	83.20	0.0																	
Survey IV	75.18	0.0																	
Survey III	65.79	0.0																	
Survey II	53.85	0.0																	
Survey I	38.16	0.0																	
Engineering Technician V	71.29	0.0																	
Engineering Technician IV	62.80	0.0																	
Engineering Technician III	38.86	0.0																	
Engineering Technician I/II	23.70	0.0																	
CAD Manager	69.93	0.0																	
CAD Technician II	52.64	0.0																	
GIS Speciailist III	56.90	0.0																	
Landscape Architect	64.01	0.0																	
Landscape Designer I/II	37.08	0.0																	
Environmental Resource S	74.88	0.0																	
Environmental Resource S	61.55	0.0																	
Environmental Resource S	52.07	0.0																	
Environmental Resource S	29.60	0.0																	
Environmental Resource T	44.70	0.0																	
Engineering Itern	18.97	0.0																	
		0.0																	
		0.0																	
TOTALS		2680.0	100%	$59.81	100.0	100.00%	$59.81	80.0	100%	$59.81	1600.0	100%	$59.81	532.0	100%	$59.81	0.0	0%	$0.00

Local Public Agency
Village of Arlington Heights

County
Cook

Section Number
22-00217-00-RS

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number
C-91-043-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Post Construction			Record Drawings			Erosion Control Inspection											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	85.56																		
Engineer V	72.30	120	50.00%	36.15	40	50.00%	36.15	24	50.00%	36.15									
Engineer IV	59.31																		
Engineer III	47.32	120	50.00%	23.66	40	50.00%	23.66	24	50.00%	23.66									
Engineer I/II	34.14																		
Survey V	83.20																		
Survey IV	75.18																		
Survey III	65.79																		
Survey II	53.85																		
Survey I	38.16																		
Engineering Technician V	71.29																		
Engineering Technician IV	62.80																		
Engineering Technician III	38.86																		
Engineering Technician I/II	23.70																		
CAD Manager	69.93																		
CAD Technician II	52.64																		
GIS Speciailist III	56.90																		
Landscape Architect	64.01																		
Landscape Designer I/II	37.08																		
Environmental Resource Spe	74.88																		
Environmental Resource Spe	61.55																		
Environmental Resource Spe	52.07																		
Environmental Resource Spe	29.60																		
Environmental Resource Tec	44.70																		
Engineering Itern	18.97																		
TOTALS		240.0	100%	$59.81	80.0	100%	$59.81	48.0	100%	$59.81	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Prime Consultant (Firm) Name	Prepared By	Date
Christopher Burke Engineering	William Prigge	4/20/23

Consultant / Subconsultant Name	Job Number
Midland Standard Engineering & Testing, inc.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	10	MONTHS	OVERHEAD RATE	135.00%
START DATE	1/1/24		COMPLEXITY FACTOR	
RAISE DATE	3/1/24		% OF RAISE	2.00%
END DATE	10/31/24			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/24	3/1/24	2	20.00%
1	3/2/24	11/1/24	8	81.60%

The total escalation = 1.60%

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Consultant / Subconsultant Name	Job Number
Midland Standard Engineering & Testing, inc.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**1.60%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Engineer	$65.63	$66.68
Technician E		
Technician D	$43.99	$44.69
Technician C	$41.49	$42.15

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Consultant / Subconsultant Name	Job Number
Midland Standard Engineering & Testing, inc.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Total **0.00** **0.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Consultant / Subconsultant Name	Job Number
Midland Standard Engineering & Testing, inc.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	14	$65.00	$910.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	19.5	$21.50	$419.25
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	$7,270.00	$7,270.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$8,599.25**

LABORATORY TESTING							LAB COST EXTENSION
Cylinders by MSET	AC Content & Gradation	Gyratory Voids	Max. Specific Gravity	Core Thickness & Density	Truck Charge	Cylinder/Cube Pick-Ups	
	1	1	1	2			$760.00
	3	3	3	6			$2,280.00
	1	1	1	1			$710.00
	4	4	4	8			$3,040.00
6							$96.00
6							$96.00
6							$96.00
12							$192.00
30	9	9	9	17	0	0	$7,270.00
$16.00 /ea	$165.00 /ea	$330.00 /ea	$165.00 /ea	$50.00 /dy	$65.00 /ea	$210.00 /ea	
$480.00	$1,485.00	$2,970.00	$1,485.00	$850.00	$0.00	$0.00	$7,270.00

Local Public Agency: Village of Arlington Heights

County: Cook

Section Number: 22-00217-00-RS

Consultant / Subconsultant Name: Midland Standard Engineering & Testing, inc.

Job Number:

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 135.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Report Review		3.5	233	315	77		625	2.62%
Concrete Field/Plant Inspection	480	50	2,235	3,017	737		5,989	25.12%
HMA Plant/Field Inspection	849	72	3,218	4,344	1,062		8,624	36.18%
Materials Laboratory Testing	7,270		-	-	-		-	0.00%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$8,599.00	<== MUST MATCH ==>					$8,599.25	36.08%
TOTALS		125.5	5,686	7,676	1,876	-	23,837	100.00%

13,362

Local Public Agency
Village of Arlington Heights

County
Cook

Section Number
22-00217-00-RS

Consultant / Subconsultant Name
Midland Standard Engineering & Testing, inc.

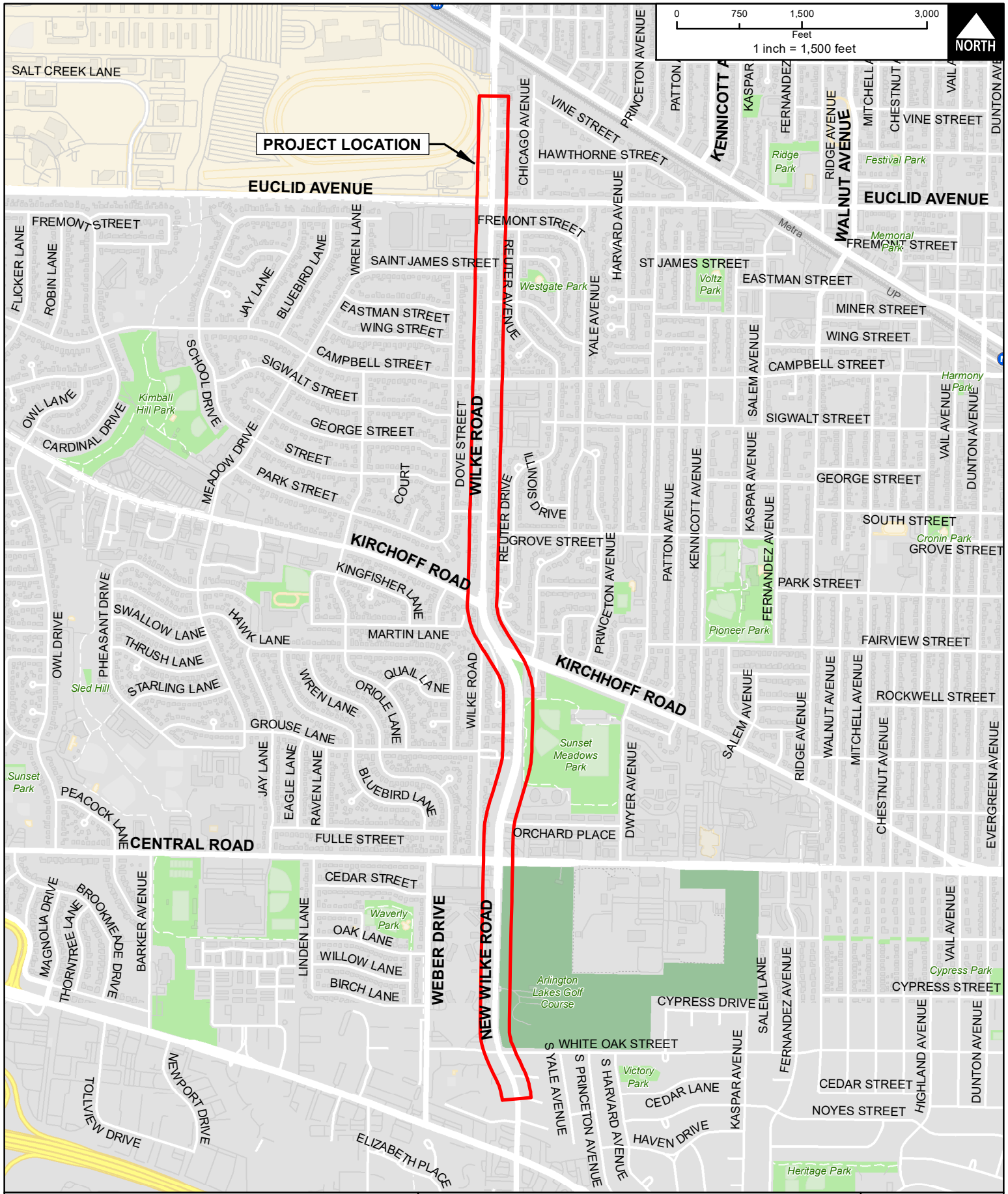
Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Report Review			Concrete Field/Plant Inspection			HMA Plant/Field Inspection			Materials Laboratory Testing					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Engineer	66.68	3.5	2.79%	1.86	3.5	100.00%	66.68												
Technician E		0.0																	
Technician D	44.69	122.0	97.21%	43.45				50	100.00%	44.69	72	100.00%	44.69						
Technician C	42.15	0.0																	
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TOTALS		125.5	100%	$45.31	3.5	100.00%	$66.68	50.0	100%	$44.69	72.0	100%	$44.69	0.0	0%	$0.00	0.0	0%	$0.00



CLIENT:

VILLAGE OF ARLINGTON HEIGHTS

TITLE:

PROJECT LOCATION MAP

WILKE ROAD FROM IL RT 62 TO US RT 14

PROJ. NO.	220543
DATE:	04/04/2023
SHEET	1 OF 1
DRAWING NO.	**EXH 1**

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.			SCALE:	1:18,000
DWN.	DRW		AUTHOR:	DWALTERS
CHKD.			PLOT DATE:	4/18/2023
FILE:	Project Location Map			

Path: N:\Arlington Heights\220543\GIS\Exhibits\Project Location Map.mxd

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Regional Engineer: Jose Rios

Department of Transportation

Address: 201 West Center Court

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: | District: 1 | Letting Date: 9/22/23

Municipality: Village of Arlington Heights

Route: IL Rt 62 to US Rt 14 | County: Cook

Project Number: VI8E(538) | Job Number: C-91-043-23

Section Number: 22-00217-00-RS

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency) | Date

Title

Applicants Name: Kevin Wilson, PE

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number: 21-18290

See attached resume.

Signature of Applicant | Date: 4/18/23

Job Title of Applicant: Vice President, Asst. Head, Construction Eng.

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature | Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Kevin Wilson, PE

Vice President, Assistant Department Head, Construction Engineering

YEARS EXPERIENCE: 21
YEARS WITH CBBEL: 21

EDUCATION
Bachelor of Science, 2002
Civil Engineering
University of Illinois at Urbana-Champaign

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.059552, 2006

CERTIFICATIONS
Documentation of Contract Quantities, IDOT, 21-18290

Material Management of Job Sites, IDOT

PROFESSIONAL DEVELOPMENT
IDOT QC/QA Courses:
Mixture Aggregate Technician Course

Bituminous Concrete Level 1 Technician Course

Bituminous Concrete Level 2 Technician Course

Portland Cement Concrete Level 1

Troxler Nuclear Gauge Safety Training Class

STTP-S11 Hot Mix Asphalt Field Inspection

STTP-S33 Soils Field Testing and Inspection

TT – ADA/PROWAG

Civil Engineer with over 20 years of construction engineering experience related to highway construction and utility installations. Responsibilities include construction observation, project reports, documentation of quantities, review of contractor pay estimates, coordination of materials testing and inspection, site surveys and interaction with the contractor and client. Observed activities include roadway, water main, sanitary sewer, storm sewer, streambank stabilization, and retaining wall construction. Civil design experience consists of resurfacing and reconstruction projects which have included water main, storm sewer, sanitary sewer, and combined sewer design.

CONSTRUCTION

FAU Route 3533 (Franklin Avenue Reconstruction) [IDOT Contract #61H14], Franklin Park: Resident Engineer for the $22 Million reconstruction and widening of Franklin Avenue from a 2 lane roadway to a new 5 lane composite pavement section from 2022 thru 2024. The project scope included staged construction, installation of a new closed sewer system, precast box culvert along north side of the Franklin Avenue, sheet piling, temporary and permanent erosion control, water main installation, traffic signal modernization with three new signalized intersections, new roadway lighting, signing, pavement markings and landscaping improvements. The work required coordination with ComEd to relocate multiple poles and overhead/underground lines, coordination with Canadian Pacific to replace two railroad at grade crossings, and coordination with the Illinois Tollway on adjacent contracts. The project was funded using National Highway Freight Program and Local Funds. The contract was administered by IDOT using CMMS. CBBEL coordinated inspection services with multiple subconsultants throughout the project.

Neighborhood Storage Project – Phase 3, Wilmette: Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 13.9 AC-FT StormTrap Doubletrap Vault (with approximately 47,500 cubic yards of excavation) at Thornwood Park and installation of various utilities and roadway improvements to reduce flooding. The utility improvements included approximately 7,500 linear feet of box culvert and storm sewer (12" to 60" diameter), 2,400 linear feet of 10" sanitary sewer installation, 1,750 linear feet of 6" and 8" water main, and landscaping restoration. Upon completion of the underground utilities, the neighborhood roadways were restored with new PCC curb, sidewalk, and driveways before HMA pavement reconstruction or resurfacing with patching was completed. The engineering team coordinated with various stakeholders throughout the project, including the Wilmette Park District and School District 39.

FAU Route 3533 (Franklin Avenue Advanced Contract) [IDOT Contract #61G76], Franklin Park: Resident Engineer responsible for the construction engineering and observation of the removal and reconstruction of the Silver Creek Box Culvert; two 12x7 box culverts were placed using precast and cast-in-place methods. Additional work under this contract included roadway reconstruction with HMA pavement, guardrail removal and installation, storm sewer, and a concrete retaining wall (using helical soil nails) under the I-294 Bridge over Franklin Avenue. Final completion included pavement markings and landscaping restoration. This project was funded using National Highway Freight Program and Local Funds. The contract was administered by IDOT using CMMS and we utilized HeadLight inspection software to document daily site observations.

Neighborhood Storage Project - Phase 2, Wilmette: Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 10 acre-feet Doubletrap StormTrap underground storage basin with a Pump Station with back-up generator at Hibbard Park. Additional work required to deliver this stormwater storage project included storm sewer ranging in size from 12" diameter to 60" diameter (PVC, DIP and RCP pipes), 19"x30" elliptical RCP storm sewer, installation of 8" water main, installation of 8" sanitary main, and various types of drainage structures required to complete the work. The roadways were restored primarily by resurfacing of existing pavement with spot curb removal and replacement. Hill Street required multiple utility replacements and required pavement reconstruction with full curb and gutter removal and replacement. Additional improvements on this project included sidewalk removal and replacement, park amenities, green infrastructure, pedestrian signal upgrades, and ADA upgrades.

Neighborhood Storage Project - Phase 1, Wilmette: Project Manager responsible for the successful delivery of construction engineering services related to the installation of a 20.2 acre-foot StormTrap stormwater storage and detention facility and additional storm sewer ranging in size from 12" diameter to 60" diameter, and 3'x7' and 5'-6' RCP rectangular box storm sewer. Upon completion of the underground utilities, the neighborhood roadways were restored with new PCC curb, sidewalk, and driveways before HMA pavement resurfacing was completed. The proximity of the project to Highcrest Middle School and within Park District property led to a heightened need for communication and coordination with the various stakeholders. Enhanced community outreach included the use of Constant Contact, a project website, and EarthCam streaming video.

North Shore Avenue Sewer Separation, Lincolnwood: Resident Engineer responsible for the construction engineering and observation of storm sewer installation ranging in size from 12" to 60"; the purpose was to install a large diameter storm sewer system in a combined sewer area to reduce flooding and resident sewer backups. The project included a 60" storm sewer outfall to North Shore Channel; 256 feet of 60" storm sewer jacked in place under McCormick Boulevard; HMA pavement removal and replacement; and removal and replacement of PCC curb, sidewalk, and driveways. The project was funded by an MWRD grant and local funds.

Transmission Main Project, Lincolnwood: Engineering Manager and Resident Engineer (2019) responsible for the construction engineering and observation of the installation of approximately 14,000 lineal feet of 20" ductile iron water main, 4,000 lineal feet of 8" water main, and 387 lineal feet of horizontal directional drilling of 24" HDPE water main. The purpose of the project was to connect to a new water source in the City of Evanston and discontinue purchasing water from City of Chicago. Additional improvements to complete the project included storm sewer repairs; cured-in-place pipe liner; pavement patching and resurfacing; miscellaneous curb, sidewalk, and driveway repairs; landscaping; and mechanical improvements at the Village reservoir. Coordination was required with the City of Evanston, Village of Skokie, CTA, MWRD, and other various stakeholders.

Sherman Avenue Improvements, Evanston: Resident Engineer for Sherman Ave Improvements from Church St to Davis St. This streetscape project included ductile iron water main replacement, replacement of brick paver sidewalk with concrete sidewalks and brick ribbon, curb replacement, roadway resurfacing, roadway and decorative lighting replacements in Downtown Evanston. Responsibilities included construction observation, material inspection, public relations with business owners and residents, and contract documentation.

FAU Route 2853 (Chicago Avenue/Sheridan Road) [IDOT Contract #61D36], Evanston: Resident Engineer for construction of Chicago Ave through downtown Evanston and Sheridan Rd through the Northwestern University Campus to the Wilmette Village limit. Net length of improvements was 1.87 miles; Chicago Ave included HMA resurfacing, Sheridan Rd included 3 to 4 lanes of PCC reconstruction with new protected bike lanes. New items related to protected bike lane included bicycle traffic signals and radar detection. Additional work included new traffic signals, ADA improvements, water main replacement, and landscaping. Project was on an accelerated schedule in order to accommodate Northwestern University school calendar and was funded with Federal, ITEP, and Local funds.

Twin Lakes Subdivision Sidewalk Improvements, Villa Park: Resident Engineer for construction of a new sidewalk in a subdivision with an existing rural ditch typical section. Sidewalk construction included approx. 74,000 SF of new PCC Sidewalk with ADA accessible crossings. Additional improvements included installation of pipe culverts, driveway replacements, and ditch regrading to accommodate new drainage patterns. A retaining wall was installed adjacent to the sidewalk in front of Target due to ROW space restrictions. Project was funded with Federal and Local Funds.

2016 Road Program, Wilmette: Resident Engineer responsible for construction engineering and observation for resurfacing or rehabilitation of 5,050 LF of roadways throughout the Village. Roadway construction included approx. 14,000 SY of HMA partial depth resurfacing, and approx. 1,300 SY of brick pavement reusing existing brick pavers. Additional improvements included reconstruction of sidewalks, curb and gutter, and additional drainage improvements as necessary. Project was funded with MFT and Local Funds.

FAP Route 326 (IL 47), IDOT, Yorkville: Providing Phase III assistance to IDOT Resident Engineer and Inspectors from 2012-2015. Serving as Assistant Resident Engineer responsible for construction documentation and observation; managed CBBEL and subconsultant staff that assisted with documentation and observation. Project included 5.04 km of pavement reconstruction, lane additions, storm sewer, traffic signals, and other work along IL Route 47 from just north of IL Route 71 continuing northerly to just north of US Route 34.

ADA Ramp Program, CDOT: Resident Engineer responsible for construction engineering and observation of replacement of previously constructed ADA ramp locations not meeting CDOT ADA requirements. Far South Area included 12 ramp locations and South Area included 40 locations. CDOT QC/QA requirements for ADA ramp replacements were followed. Engineering responsibilities included submittal review, daily observation, measurement of quantities, pay estimates, coordination of material inspection, and documentation on CDOT's online web system.

Book Road LAPP Resurfacing, Naperville: Resident Engineer responsible for construction engineering and observation for resurfacing of Book Rd from 111th St to 87th St Roadway construction included 3.07 miles of partial-depth asphalt pavement. Resurfacing required approx. 2,700 tons of Polymer HMA N50 Leveling Binder and 6,300 tons of Polymer HMA N90 Surface Course "F" Mix. Additional roadway improvements included curb and gutter spot repairs, utility structure adjustments, and thermoplastic pavement markings. Sidewalk improvements were completed where necessary, including new sidewalk ramps meeting ADA standards at all roadway crossings within the project limits.

Road and Relief Sewer Project, Wilmette: Project Engineer and Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of partial depth resurfacing of over 1.1 total miles of various residential roadway improvements. Utility construction included 600' of 18" sanitary sewer removal and replacement, 396' of 18" Relief Sewer, 768' of 24" Relief Sewer, 984' of 42" Relief Sewer, 14 Relief Sewer manholes and a 10' diameter junction chamber. Project was funded using MFT and Local Funds.

Conway Park Sidewalk Improvements, Conway Park Owners Association, Lake Forest: Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of constructing a 36,000 SF sidewalk to provide a continuous walking path throughout the Conway Park office park corridor. Additional improvements included removing and replacing curb and gutter, improving handicap accessibility, pavement markings, and landscaping regarding and restoration.

Glenview Road Resurfacing, Wilmette: Resident Engineer responsible for construction engineering and observation including: verifying that contractor was in conformance with plans and specifications, preparing pay estimates and change orders. Project consisted of resurfacing over 0.5 miles asphalt pavement. Additional improvements included curb and gutter spot repairs, sidewalk replacement, and PCC Driveway replacement. Detector loop replacement was coordinated with CCHD. Project was funded using ERP funds.

ILLINOIS CENTER FOR TRANSPORTATION

Illinois Department of Transportation

Certificate of Proficiency

This certificate is awarded to

Kevin Edward Wilson

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 21-18290
Effective Date: 2/15/2021
Expiration Date: 2/15/2025
Professional Development Hours: 14

Tim Kell - Engineer of Construction

Gregary J. Renshaw, P.E. - Senior Research Engineer ICT

Illinois Department of Transportation

Local Public Agency Construction Inspector

Regional Engineer: Jose Rios

Department of Transportation

Address: 201 West Center Court

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: | District: 1 | Letting Date: 9/22/23

Municipality: Village of Arlington Heights

Route: IL Rt 62 to US Rt 14 | County: Cook

Project Number: VI8E(538) | Job Number: C-91-043-23

Section Number: 22-00217-00-RS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor | Date: 4/18/23

Applicants Name: Patrick Kielty, PE

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 22-19682 .

See attached resume.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775 | Date

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Patrick Kielty, PE

Senior Construction Engineer

YEARS EXPERIENCE: 47
YEARS WITH CBBEL: 19

EDUCATION
Bachelor of Science, 1976
Civil Engineering
University of Illinois at Urbana-Champaign

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.039352, 1980

CERTIFICATIONS
Documentation of Contract Quantities, IDOT, 18-13310

ICORS Training Seminar, IDOT

Material Management of Job Sites, IDOT

PROFESSIONAL DEVELOPMENT
IDOT QC/QA Courses:
Erosion Control and Stabilization

Equipment Rental Rates Blue Book Seminar

Local Agency Resident Engineer Seminar

Materials Management Class for RE

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers

Irish Engineers & Contractors, President, 2010

Professional Engineer with experience in heavy construction, with a strong background in infrastructure construction. Worked on large contracts for underground construction (MWRD Tunnel & Reservoir Plan) and completed over 90,000 LF of rock tunneling. Extensive experience in construction of diversion structures, jacked-pipe installation, large open cut sewer and storm water construction, water main construction and detention pond construction. Also worked at O'Hare Field on numerous infrastructure contracts, on urban highway design and construction projects, (both as a Resident Engineer and as a contractor for IDOT and CDOT). Experience in managing large contracts as a Senior Resident Engineer for The Glen, in the Village of Glenview, and Village of Orland Park Relief Storm Sewers.

Greenbrier Subdivision Improvements, Arlington Heights: Resident Engineer for a contract to make infrastructure improvements in this 60 year old subdivision. CBBEL designed a flood relief storm sewer system of 5,000 feet of 48" to 18" RCP to replace the existing drainage system. This will reduce the potential for street flooding for a 100 year rainfall event. There was an existing 1 acre detention pond that was rehabilitated in this contract. It was drained; the silt was removed; and new slopes were reconstructed to improve water flow both in and out of the basin to increase its storage capabilities. A plot of land was turned into a dry bottom basin to create additional storage. The overall improvement volume to the pond storage area was 9.2 acre feet. New 8" water mains were installed and the water service lines were improved for 150 residential homes in the subdivision. 8,000 feet of street and sidewalks were totally removed and reconstructed to meet current ADA standards. An adjacent 12" Village transmission water main was rehabilitated using CIPP technology. The length is 1,000 feet using CIPP methods. Street and landscape restoration costs were kept to a bare minimum.

Woodvale Avenue Reconstruction, Deerfield: Assistant Resident Engineer. This CBBEL designed storm water management improvement was a full roadway reconstruction project located within a floodplain. The project scope included; over 10,000 SY of HMA roadway and aggregate base; over 6,000' of curb & gutter; over 15,000 SF of PCC sidewalk; approx. 2,000' of storm sewer (ranging in diameter from 12" to 42") with accompanying in-line check valves; and approximately 1,500' of new ditch construction complete with landscape architect designed native plantings.

Cypress Area Stormwater and Water Main Improvements (CIPP Lining), Arlington Heights: Resident Engineer for 2 separate contracts of a stormwater improvement and a water main improvement project in the area of Cypress Street. CBBEL designed a flood relief sewer of 3,500' of 66" to 24" RCP and 5.5 acre detention basin that has 40 acre feet of stormwater storage. The Village decided to perform Cured In Place Pipe (CIPP) lining of over 12,000 LF of watermain adjacent to the project area and the reconstruction of 3,000 LF of streets in the project area. The relatively new technology of a CIPP to rehabilitate an existing watermain that was installed in a backyard easement. Using CIPP methods, street and landscape restoration costs were kept to a bare minimum.

SW Stormwater Mitigation Projects (Phase I & Phase II), Elmhurst: Resident Engineer. Phase I of the project features installation of approx. 5,500 LF of storm sewer and related drainage structures, 27,000 CY of earth excavation for the proposed basin, street restoration, retaining wall construction, lift station construction and 800 LF of force main. Phase II features installation of storm sewer and related drainage structures, 19,000 CY of earth excavation for proposed basin, street restoration, lift station construction, 200 LF of force main and all other related work.

York Commons/Crescent Cambridge; Madison School; Pine Avon Stormwater Improvements, Elmhurst: Resident Engineer for construction of 3 new stormwater systems concurrently in various locations. Each new system transformed available open land to a detention pond and a new storm sewer from 48" to 12". A total of 6,000 feet of new storm sewer was constructed and 3 detention ponds have a combined storage of 29 acre feet. All streets where storm sewers were installed were reconstructed with a 4" HMA base and 2" HMA surface, as well as new curb, gutter as required, new inlets, and new sanitary sewers as required. New detention facilities were all recently tested in the historic rainstorm of October 14-15, 2017 and no flooding occurred on streets or on private property.

Walnut/Myrtle/Evergreen Stormwater Improvement, Elmhurst: Resident Engineer for construction of new storm sewer along First St between Highland Ave and Myrtle Ave, and continuing on Myrtle, Second, and Evergreen streets. Total of 4,000' of trunk storm sewers were installed ranging in size from 72" to 60". All streets where storm sewers were installed were reconstructed with HMA base course and removal and replacement of HMA pavement surface, with appurtenant curb and gutter replacement. Approx. 800' of 8" DIP water main improvements, 1200' of sanitary sewer replacement, and parkway restoration. New 72" and 60" storm sewers make several cross connections with existing City 66" storm sewer, and will serve as a relief sewer that handles overflow from that existing storm sewer and conveys it to Elmhurst Quarry, which is owned and operated by DuPage County as a flood control reservoir on Salt Creek.

South Main Street (Route 14 to Rakow Road) Widening and Resurfacing, Crystal Lake/IDOT/MCDOT: Resident Engineer for contract to widen and resurface South Main Street and Virginia Road, and Pyott Road from 3 lanes to 5 lanes. Improvement consisted of installation of approx. 3,000' of new storm sewers from 48" to 12" RCP, appurtenant manholes, catch basins and lateral piping; removal of existing pavement, either full depth and milled; 8,600 cubic yards of Earth Excavation, 11,000' of new concrete curbs, and placement of over 15,000 tons of HMA base course and surface course on a new roadway profile. Project included traffic signal modernization at 2 intersections and replacement of McHenry County interconnect system between 3 intersections. Duties included shop drawing review, coordination with local agency (IDOT and MCDOT), coordination of contractor operations and scheduling QA testing, materials inspection documentation, documentation of quantities using ICORS, preparation of change orders, authorizations, and pay estimates using ICORS.

Reconstruction of Ashland Avenue at Pershing Road, CDOT: Resident Engineer for demolition of existing Ashland Ave Fly-Over bridge and reconstruction of Ashland Ave at Pershing Rd. Improvements consisted of removal of Ashland Ave viaduct over Pershing Rd, and reconstruction of roadway intersection and approaches, which included the following: Construction of composite pavement and pavement markings; concrete construction for curb and gutter, sidewalks, and medians; traffic signal modernization at the intersection of Ashland Ave and Pershing Rd; roadway lighting for the corridor; installation of storm sewers, combined sewers, and water mains; earthwork activities and landscape restoration.

Stearns Road Corridor Phase I, KDOT: Resident Engineer for construction of wetlands and detention ponds, as well as embankment for proposed roadway and bridge approach. Approx. contract value is $4.1M. Includes excavation of ponds and wetlands with spoil material being used to make proposed highway embankment. Volume of earth moved was 170,000 CY and approx. 30 acres of wetland/ compensation storage/detention ponds was created. Created 21.5 ac-ft of stormwater storage.

IL Route 58 & New Wilke Road Intersection Improvement, Rolling Meadows, IDOT: Resident Engineer for reconstruction and widening of IL Route 58 (Golf Rd) from I-90 overpass to Meijer Dr and New Wilke Rd from Golf to the south limit at I-90. Improvements consisted of a new vertical profile, 23,400 SY of 10" Jointed PCC Pavement, 4,400 SY of 9" Jointed PCC Pavement, HMA bike path, PCC sidewalks, and retaining walls. Project included traffic signal modernization at both intersections, interconnect, and installation of a new storm sewer system. Duties included shop drawing review, coordination with local agency, coordination of contractor operations and scheduling QA testing, materials inspection documentation, documentation of quantities using ICORS, preparation of change orders, authorizations, and pay estimates using ICORS.

Jeffery Boulevard Bus Rapid Transit-Pilot Project, CDOT: Resident Engineer which included accessibility improvements at the bus stops along the route, roadway improvements along the south portion of #14 Jeffery Express CTA Route and traffic signal improvements. Roadway improvements included roadway surface rehabilitation, curb and gutter modifications, sidewalk improvements, ADA curb ramps, sewer and utility relocations, roadway lighting relocations, traffic signal controller replacement, pavement markings, and signage.

Lord Street Sewer Separation System, Phase 2, Elgin: Resident Engineer for construction. Project consisted of separating the storm and sanitary sewers from a combined sewer system on Adams and Morgan Streets in a neighborhood near the intersection of US Route 20 and IL Route 31. Project was a continuation of Phase 1 System and connected to the upstream storm sewers installed in Phase 1 contract. Total of 6,175' of storm sewers were installed ranging in size from 36" to 12". Local sanitary sewers were cleaned and televised and inspected for installation of CIPP linings of sections of existing clay pipes. In addition, all streets where storm sewers were installed were reconstructed with an HMA base course for all street patches, removal and replacement of HMA pavement surface, curb and gutter replacement. Approx. 800' of 8" and 6" DIP water main improvements where necessary, and parkway restoration.

Lord Street Sewer Separation System, Phase 1, Elgin: Resident Engineer for construction. Project consisted of separating the storm and sanitary sewers from a combined sewer system on Adams, Homer, Orange, and Souster Streets near Grolich Park at the intersection of US Route 20 and IL Route 31. A 96" RCP was jacked in place under IL Route 20 to a new outfall of the storm sewer system into the Fox River. Upstream of the 200' long tunnel, sewer pipe consisted of 430' of 10' by 5' box culvert, 2,600' of 66" RCP, 1,700' of 60" RCP and 1,100' of 48" RCP and appurtenant structures. In addition, all streets where storm sewers were installed were reconstructed with a concrete base course for all street patches, removal and replacement of the HMA pavement surface, curb and gutter replacement, 8" and 6" DIP water main improvements where necessary, and parkway restoration.

McLean Boulevard (Route 31 to Lancaster Circle) - Stearns Road Corridor, KDOT: Resident Engineer for construction of cast-in-place box culverts, detention pond excavation, embankments, 16,000 SY of 10" PCC jointed pavement, traffic signals (2 each). Contract also involved the removal of an existing 60' timber trestle bridge owned by CNRR, and replacement with a 120' single span thru girder steel bridge viaduct and the appurtenant retaining walls adjacent to new railroad bridge abutments. Required 20,000 CY of excavation and project created an additional 3.7 ac-ft of stormwater storage.

Street Resurfacing, Oak Lawn: Resident Engineer. Project consisted of resurfacing 15 streets for a total of 5 miles. Work included curb spot repairs, drainage structure improvements, pavement milling, preparing the base course, installation of new asphalt pavement, sidewalk repairs, driveway restoration, and parkway restoration.

York Road LAPP (Green St to Irving Park Rd), Bensenville: Resident Engineer for milling and resurfacing of approx. 0.5 miles of a major arterial roadway. York Rd is a major truck route in DuPage County, and intersects with a METRA railroad crossing. Contract includes curb and sidewalk removal and replacement, manhole frame adjustments and replacements, HMA milling and resurfacing, replacement of loop detectors, and pavement marking as required.

Tinley Creek Culvert Replacement, Orland Park: Resident Engineer for replacement of culverts under 6 streets in a residential neighborhood on Tinley Creek, along with tree clearing and associated excavation to improve the flow capacity, in order to reduce the potential for flooding.

York Road/Mohawk/Algonquin Water Main Improvements, Bensenville: Resident Engineer for construction of 6,500 LF of new water mains (12" and 8" diameter) and appurtenant valves, hydrants and services on York Rd and Mohawk/Algonquin Subdivision. Also included were roadway patching, curb replacement, driveway replacement, complete roadway surface removal and reconstruction of the surface course, and new pavement marking.

ILLINOIS CENTER FOR TRANSPORTATION

Illinois Department of Transportation

Certificate of Proficiency

This certificate is awarded to

Patrick Kielty

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 22-19682
Effective Date: 3/30/2022
Expiration Date: 3/30/2026
Professional Development Hours: 14

Mark Neale, P.E. – IDOT Documentation Engineer

Gregary J. Renshaw, P.E. - Principal Research Engineer ICT

Illinois Department of Transportation

Local Public Agency Construction Inspector

Regional Engineer: Jose Rios

Department of Transportation

Address: 201 West Center Court

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: | District: 1 | Letting Date: 9/22/23

Municipality: Village of Arlington Heights

Route: IL Rt 62 to US Rt 14 | County: Cook

Project Number: VI8E(538) | Job Number: C-91-043-23

Section Number: 22-00217-00-RS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor | Date: 4/18/23

Applicants Name: Kevin Klein, PE

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 23-20746 .

See attached resume.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775 | Date

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Kevin Klein, PE

Resident Engineer

YEARS EXPERIENCE: 16
YEARS WITH CBBEL: 1

EDUCATION
Bachelor of Science, 2007
Civil Engineering
University of Illinois at Chicago

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.064198, 2012

CERTIFICATIONS
Documentation of Contract Quantities, IDOT 23-20746

PROFESSIONAL DEVELOPMENT
IDOT/ACI Mixture Aggregate Technician Course

IDOT/ACI Concrete Field Testing Technician, Grade I

Kevin Klein comes to CBBEL with 15 years experience in the Chicagoland engineering and construction market. Kevin is a Civil Engineer experienced in survey, design and construction engineering. Responsibilities at CBBEL include construction observation, project reports, documentation of quantities, pay estimates, coordination of material testing and inspection, site surveys, and interaction with the contractor and client.

Software Experience: AutoCAD, Adobe, Microsoft Office

2022 Water Main Improvements, Leyden Township: Resident Engineer. This project consists of installation new 6", 8", and 12" water main, water services, and fire hydrants, lining of sanitary sewer, pavement patching, restoration of parkways, culvert replacement, PCC and HMA driveway apron removal and replacement, and pavement patching. The total length of the project was 2,092 feet. Responsibilities include construction observation, coordination of material inspection, quantity verification, daily documentation, and communication with residents.

2019 - 2022 BUSINESS DEVELOPMENT MANAGER*

- Highly technical and high-profile business development position for many large-scale construction projects, including anything as small as a residential underpin or as large as foundation support of a 1M square-foot warehouse. Project size ranges from $30 thousand to $2 million.
- Promote and work with developers and general contractors to prequalify for potential projects.
- Qualify bid opportunities and perform pre-construction activities to ensure proper scope is bid.
- Technical sales and project oversight from inception to completion to maintain quality of service and ensure client satisfaction.
- **Business Development Manager of the Year - 2020**

2014 - 2019 SALES ENGINEER - STORMWATER*

- Established and maintained relationships with civil engineering consultants, developers and owners.
- Promotion and presentations of site solutions and working with clients to design and budget for projects.
- Negotiation and sale of products and on-site technical assistance.
- **Stormwater Consultant of the Year - 2017**

2011 - 2013 PROJECT MANAGER*

- Managed numerous construction testing and inspection (QA/QC) projects from proposal writing to project close.
- Acted as the primary client contact (architect, GC or owner).
- Scheduled and coordinated with union field technicians for on-site inspection services, including foundations, soils, concrete, asphalt and steel.
- Review and distribution of field and laboratory reports to the project team.
- Sales and management of 20+ projects at a time with budgets between $5 thousand and $800 thousand.
- Managed project budgets to as-sold margins or better on a consistent basis.

2005 - 2011 PROJECT MANAGER*

- Surveyed, designed and construction oversight of hundreds of projects in the Chicagoland area.
- Typical services included site design for subdivisions and multi-family developments, athletic facilities, commercial and industrial sites.
- Proposal and scope of services preparation for the client.
- Obtained project permits through multiple local agencies, including the City of Chicago (CDOT, CDWM, and CTA), MWRD, IDOT and IEPA.
- Skilled in site development design, including stormwater quality and quantity, water, storm and sanitary main extension, grading, erosion control geometrics and ADA design

** **prior experience***

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Certificate Number: 23-20746
Effective Date: 3/20/2023
Expiration Date: 3/20/2027
Professional Development Hours: 14

Mark Neale, P.E. – IDOT Documentation Engineer

Gregary J. Renshaw, P.E. - Principal Research Engineer ICT

Village Board
5/15/2023

Item: Sodium Chloride (Road Salt) Purchase 2023 - Secondary Contract

Department: Public Works

The Public Works Operating Budget includes $465,000 in the 2023 operating budget for rock salt. Rock salt is a critical part of winter maintenance operations, used to de-ice roadways and prevent accidents.

Public Works prefers to use two contracts for the procurement of rock salt. Two contracts give the Department flexibility in unforeseen circumstances, such as supply issues. Two contracts also ensure that the Department obtains a fair price and can sensibly fill the Department's salt dome towards the end of the winter season. Historically, the Department uses the State of Illinois Joint Purchasing contract as the primary source for rock salt and prepares a smaller quantity bid earlier in the year for a secondary source. The State's rock salt contract is typically awarded in late summer or early fall.

On May 4, 2023, the Village held a public bid opening for a secondary source of rock salt. Pricing was obtained for 1,000 tons of rock salt delivered. Alternate bid #1 is pricing for an additional 1,000 tons of salt delivered between February 14, 2024, through January 31, 2025. Alternate bid #2 and Alternate #2.1 is a per-ton price without delivery charges, in the event Public Works staff would need to pick up material.

Vendor	Quantity (Tons)	Unit Price	Base Bid Price	Alternate #1	Alternate #2	Alternate #2.1
Morton Salt	1000	$87.14	$87,140.00	$92.14	$87.00	$92.00
Compass Minerals	1000	$91.22	$91,220.00	$91.22	$86.00	$86.00
Cargill, Inc	1000	$103.25	$103,250.00	$10.33	$101.25	$101.25

Staff has satisfactorily used Morton Salt in past purchases and staff recommends award.

Funds for this purchase are available in Account No. 101-7101-531900.

RECOMMENDATION

It is recommended that the Village Board award a contract to Morton Salt of Chicago, Illinois, at the bid unit costs, per contract terms, up to the budgeted amount, and authorize staff to execute the necessary documents.

Village Board
5/15/2023

Item: Full Roof Replacement at Fire Station #1

Department: Public Works

The 2023 Capital budget includes $515,000 for roof maintenance. During this year's roof inspection, it was determined that several roofing components of Fire Station #1 were in a failed state. Membranes and joints were showing signs of shrinkage and loose seams. Due to ongoing water infiltration into the living areas of Fire Station #1, Public Works staff recommends replacing the roof in its entirety.

Along with replacing the roofing system, staff recommends repairing other design issues to improve the building envelope's longevity. Staff proposes addressing the scupper and downspout above the apparatus bay's rear pedestrian door which have a history of ice damming. In addition, the roofing ice melt system will be replaced and expanded to prevent freezing and promote proper drainage. Finally, the gutter system along Sigwalt Street will be upgraded to avoid landscape washout.

A competitive process for obtaining quotes was conducted by Garlund/DBS, Inc. through OMNIA Partners - Public Sector (Formerly U.S. Communities) to obtain a lower market-adjusted project cost. As a result, two contractors submitted quotes for the project:

Waukegan Roofing	$213,100
American Exteriors	$224,524

The Village's roofing consultant, Garland/DBS, Inc., has worked with Waukegan Roofing and recommends approval. Therefore, Public Works staff recommends award to Waukegan Roofing via Garland/DBS, Inc., for a total cost of $213,100.

Funds for this work are available in Account No. BL9506-BUILDING-MAINT. The $301,900 in remaining funding will be used for future roofing replacements to be identified by the Village's roofing consultant later this year.

RECOMMENDATION

It is recommended that the Village Board award a contract to Waukegan Roofing via Garland/DBS, Inc., of Cleveland, Ohio, for a complete roof replacement at Fire Station #1, in the amount of $213,100 and authorize staff to execute the necessary documents.

Village Board
5/15/2023

Item: Uniform Proposal

Department: Fire

The Fire Department provides uniforms for its members on a quarter master system. Our current uniform contract with Galls LLC has expired and we would like to sign a new contract for the Fire Department's uniform needs. We requested a proposal from three uniform providers on April 10th, 2023. The providers were Galls LLC, Unique Apparel Solutions (UAS) and Todays Uniforms. Proposals came in with an individual cost for each item requested and totaled. The Estimated total annual cost came from

COMPANY	INDIVIDUAL ITEM COSTS	TOTAL ESTIMATED ANNUAL
Galls LLC	$3,227.00	$60,133
UAS	$3,250.00	$61,841
Today's Uniforms	$3,460.75	$64,227

Galls was unable to maintain adequate service with regards to measurements, timely response and product quality. For these reasons Staff does not recommend continuing services with Galls.

Although UAS does meet all of our requirements, they did not provide a proposal with the requested clothing manufacture. Therefore, Staff is not recommending their proposal.

Funds are available for these services in Account No. 101-3501-512.30-35

RECOMMENDATION

It is recommended that the Village Board award the proposal to Todays Uniforms and authorize execution of a 12-month agreement, which the Village may choose

to renew for two additional 12-month periods.

ATTACHMENTS:

Description	Type
Uniform Proposal	Agreement

The Fire Department provides uniforms for its members on a quarter master system. Our current uniform contract with Galls LLC has expired and we would like to sign a new contract for the Fire Department's uniform needs. We requested a proposal from three uniform providers on April 10th, 2023. The providers were Galls LLC, Unique Apparel Solutions (UAS) and Todays Uniforms. Proposals came in with an individual cost for each item requested and totaled. The Estimated total annual cost came from

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RECOMMENDATION

It is recommended that the Village Board award the proposal to Todays Uniforms and authorize execution of a 12-month agreement, which the Village may choose to renew for two additional 12-month periods.

Village Board
5/15/2023

Item: Stryker Medical LUCAS Device

Department: Fire

In 2017, the fire department purchased two LUCAS Devices from Stryker Medical to provide mechanical chest compressions during CPR. Mechanical CPR devices provide high quality, consistent chest compressions which help perfuse the heart and brain during cardiac arrest. These devices free up personnel previously dedicated to doing chest compressions to help diagnose and treat the underlying cause of the arrest. Both of these factors have led to increased survivability and enhanced patient outcome. The fire department is looking to expand and enhance our operational capabilities with the purchase of 2 additional LUCAS devices to be placed on our ALS Engines. Acquisition of these devices will ensure that a LUCAS device arrives on scene in the timeliest manner possible, maximizing our operational capabilities and increasing our patients' chances of survival.

Stryker Medical is the manufacturer of the LUCAS Device we currently utilize. LUCAS devices offer interoperability with our current Cardiac monitor allowing for education, data collection and incident analysis that can be used to determine future treatment protocols.

Funds are available to purchase 2 additional LUCAS devices. The price of each unit is $19,151.97 for a total of $38,303.94

Funding for this purchase is available in the Capital Projects Fund:
Account No. 401-3501-572.50-15

RECOMMENDATION

It is recommended that the Village Board waive competitive bidding requirements and authorize the purchase of the LUCAS device from Stryker Medical. This purchase will maintain our consistency with our current mechanical CPR devices. Stryker is a long-standing responsible vendor to the Village.

Village Board
5/15/2023

Item: Thermoplastic Lane Marking Services 2023 - Contract Extension

Department:

The 2023 Operating Budget includes $75,000 to fund the annual Thermoplastic Lane Marking Program. Thermoplastic is a highly reflective material that is used for roadway traffic lane markings. Thermoplastic striping is also an extremely durable pavement marking material and will outlast painted markings. The material comes in bags and is heated to a liquid prior to its application. Glass beads are added to the liquid to improve reflectivity.

The Village participates in the Suburban Purchasing Cooperative (SPC) which is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), and is comprised of 143 municipalities in the Northern Illinois area. The SPC organizes bids for contractual thermoplastic lane markings, and approved a three-year contract with three possible one-year contract extensions. The second of three possible one-year extensions was approved on March 7, 2023.

The unit prices for lane markings are listed below:

Description Units Cost
4” Line LF $0.73
6” Line LF $1.19
8" Line LF $1.75
12” Line LF $2.10
24” Line LF $5.25

The Village’s share of the contract is based on striping and lettering unit prices and will not exceed our budget of $75,000. Superior Road Striping, Inc. has previously worked with the Village and Staff has been satisfied with their services. The 2023 prices were approved by SPC on June 13, 2022, and are effective through April 11,2024. The contract extends from July 2023 through April 2024.

Funds are available for these services in Account No. 101-7101-521150.

RECOMMENDATION

It is recommended that the Village Board award the 2023 Thermoplastic Lane Marking services unit price contract to Superior Road Striping, Inc. of Melrose Park, Illinois, for the not-to-exceed budgeted amount of $75,000 and authorize Staff to execute the necessary documents.

Village Board
5/15/2023

Item: Forrest Avenue Stormwater Improvements - Phase 1 & 2 Engineering Services Agreement

Department: Public Works

BACKGROUND

The Forrest Avenue Stormwater Improvements project will address chronic street flooding along Forrest Avenue north of Euclid Avenue through the construction of surface and underground stormwater detention facilities, storm sewers, and related ancillary work within the street right-of-way, as recommended in the 2016 Flood Study Summary Report by Christopher B. Burke Engineering, Ltd. Two (2) Illinois Department of Commerce and Economic Opportunity (DCEO) grants totaling $1.3 million are associated with the construction phase of this project and are currently under review.

In accordance with the Village's Qualifications Based Selection (QBS) Policy & Procedure for procurement of engineering services on Federally funded projects, a Request for Qualifications was advertised on March 3, 2023 for engineering services for Phase 1 Project Study, Phase 2 Design, and Phase 3 Construction of the Forrest Avenue Stormwater Improvements project.

A committee of three staff members was established to carefully review each of the five (5) proposals received. Proposals identified the consultant's understanding of the project, how they intend to approach the project, key personnel assigned, their overall qualifications, and a project schedule. Following the QBS Policy, staff scored all the consultants and selected Engineering Resource Associates, Inc. (ERA) to negotiate Phase 1 & 2 engineering services. After discussions to finalize the project scope, ERA provided the attached Engineering Services Agreement in the amount of $115,900.

The requested action would authorize the approval of the Engineering Services Agreement provided by Engineering Resource Associates, Inc. for the Forrest Avenue Stormwater Improvements project.

The current budget includes $150,000 in Account No. 426-7101-550250 (SW-2101) for the Phase 1 & 2 portion of the project.

RECOMMENDATION

It is recommended that the Village Board approve the Engineering Services Agreement for the Forrest Avenue Stormwater Improvements – Phase 1 & 2

Engineering& with Engineering Resource Associates, Inc. of Warrenville, Illinois, for the not-to-exceed cost of $115,900 and authorize staff to execute the necessary documents.

ATTACHMENTS:

Description	Type
Forrest Avenue Stormwater Improvements Proposal	Agreement

ENGINEERING RESOURCE ASSOCIATES

PROPOSAL

Sent via email to mpagones@vah.com

May 5, 2023

Mike Pagones, P.E.
Village of Arlington Heights
Village Engineer
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

SUBJECT: Forest Avenue Stormwater Improvements Engineering Proposal

Dear Mr. Pagones:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for Phase 1 and 2 design engineering services for the Forest Avenue Stormwater Improvements. This proposal is based upon your request for proposal and our experience on similar projects.

Project Understanding

The Village of Arlington Heights desires to design and construct roadside ditches, storm sewers and above ground and below ground detention facilities to improve localized flooding in the residential area surrounded by Forrest Avenue to the east, Gibbons Avenue to the west, Euclid Avenue to the south, and Frederick Street to the north. The flood prone area and potential improvements were identified in a past 2016 drainage study; however, no detailed modeling or analysis was completed as part of the study. The Village now desires to complete a Phase 1 analysis of the identified solutions to determine appropriate sizes of storm sewer improvements and detention facilities. Following the completion of Phase 1 engineering the Village would like to complete final design of the identified improvements (Phase 2 Engineering) and potential future construction oversight (Phase 3 Engineering). Anticipated improvements consist of swale and sewer improvements in the unimproved ROW of Hawthorne Street from Forest Avenue to Klehm Park. In addition, storm sewer improvements would potentially extend south to alleviate property flooding south of Hawthorne between Klehm Park and Forrest Avenue. ERA is proposing XPSWMM modeling to appropriately size swales, storm sewers and detention basins.

Anticipated Scope of Services

The ERA team has completed many similar drainage improvement projects; therefore, we anticipated the following scope of services.

PHASE 1 ENGINEERING

1. **Meetings and Coordination –** We will work closely with Village staff and other stakeholders to maintain communication throughout the duration of the project including obtaining information, providing progress updates and discussing relevant issues. ERA will provide coordination with key stakeholders such as review agencies, utility companies, and other parties having an interest in the project. This task includes preparation of meeting agendas prepared and distributed 2 working days in advance of meetings and preparation of minutes prepared and distributed within 2 working days following the meeting. The following meetings are anticipated:
    a. **Coordination Meetings –** ERA will schedule and attend three coordination meetings with Village staff to discuss the 50% (Value Engineering Meeting), 75%, and 95% plans, specs, and estimates.
    b. **Permit Agency Meetings** – ERA will attend two meetings with permitting agencies to explain the project and determine what is required for each submittal.

2. **Data Acquisition –** If available we will acquire relevant background data from various sources including but not limited to the following items: Aerial photography, GIS topographic maps, Utility maps for water, sewer, street lighting and traffic signals, Village standard contract documents, Village design details, Residential roadway plans from the area, Hydraulic/Hydrologic modeling, Televised sewer runs, Relevant GIS files, Other relevant background data as available.

3. **Topographic Survey –** We will perform a topographic survey using in-house personnel and equipment. It is anticipated that the survey will include a complete ROW topo of the following streets:

Street	From	To
Hawthorne	Forrest Avenue	Stratford Road
Forrest Avenue	250' north of Hawthorne	250' south of Hawthorne
Private Yards	Hawthorne	4 properties south of Hawthorne
Klehm Park		
Total Length	**1800 Feet**	**Total Area** **4.0 Acres**

The ROW survey will extend a minimum of 100-feet in each direction at each intersection encountered to capture an understanding of design challenges such as drainage, utility invert elevations, site distances, traffic control, etc. Relevant surface features will be surveyed horizontally and vertically. This includes above ground observed public and private utilities, trees of six-inch diameter or greater, fences, established landscaping limits, etc. Public utility structures will also be opened and pipe sizes, invert elevations, directions, materials, etc. will be measured from the surface. JULIE marking, and found property corners will also be referenced. The survey will extend 15-feet beyond the ROW limits.

4. **Utility Coordination –** ERA will perform a design JULIE to acquire contacts from utility companies (telephone, gas, electric, cable, etc.). ERA will coordinate with the contacts to verify utility locations and depths. If preliminary sewer routings disturb utilities ERA will coordinate with the utility companies to determine their scope of work and preliminary construction schedule. ERA will submit 50% design plans to the utility companies for review and comment. ERA will include a utility matrix showing conflicts identified with each utility and the resolution. The matrix will include modifications from the utility companies.

5. **Base Plans –** Data from the data acquisition, topographic survey, and utility coordination tasks will be downloaded and compiled into our AutoCAD based system to produce base plans of existing conditions. Profiles along anticipated project alignments will also be produced. Base plan and profile sheets will be plotted (1-inch equals 20 feet) and provided to the Village and utility companies for review and verification of facilities.

6. **Hydrologic and Hydraulic Analysis –** ERA will use XPSWMM hydrologic/hydraulic model to analyze the watershed. The analysis will quantify the existing conditions flooding risk with flood depths, frequencies, durations, etc. The analysis will then run several design alternatives that summarize the benefits of each alternative compared to the existing conditions. GIS exhibits are prepared to graphically demonstrate the risk and improvements.

7. **BMP Evaluation** – ERA will investigate the possibility to incorporate green infrastructure. A potential idea are a hydrodynamic separator or native plantings in the Hawthorne ROW detention facility or in potential roadside swales.

8. **Project Development Report** – ERA will complete a PDR to wrap up Phase 1 engineering. The PDR will include 50% plans for design, construction, permitting, and funding. The PDR will address the limits of construction, staging requirements, construction timeline, and budgetary considerations. Preliminary

estimates of construction costs will be included.

9. **50% Plans and Estimates (P&E) –** This task includes the preparation of P&E (50%) for the improvements. It is anticipated that plans will include the following sheets:
    a. Cover Sheet and Location Map
    b. General Notes and Typical Sections
    c. Summary of Quantities and Schedule of Quantities
    d. Alignment, Ties and Benchmarks
    e. Traffic Control Plans and Details
    f. Plan and Profile Sheets
    g. Utility Plans
    h. Stormwater Pollution Prevention Plans
    i. Restoration Plans
    j. Tree Removal and Preservation Plans
    k. Construction Details

    This task includes the preparation of an engineer's opinion of probable construction cost. In conjunction with the submittal of the plan set ERA will perform value engineering to identify cost saving measures prior to developing the 75% plans.

Deliverables: Engineering Drawings: One full sized hard copy, One electronic PDF copy.

PHASE 2 ENGINEERING

10. **75% Plans, Specifications and Estimates (PS&E) –** This task includes the preparation of PS&E (75%) for the stormwater improvements. It is anticipated that plans will include similar plan sheets as the 50% PS&E. This task includes the preparation of specifications and an engineer's opinion of probable construction cost. In conjunction with the submittal of the plan set ERA will perform quality control and value engineering to identify cost saving measures prior to developing the 95% plans.

11. **Permitting –**The following permits or approvals are anticipated for the improvements. ERA will assist the Village in acquiring these approvals/permits.
    - Public and private utility companies – permits and resolution of facility conflicts
    - Village of Arlington Heights – Stormwater and Tree Removal & Preservation Approval
    - MWRDGC
    - IEPA-NPDES
    - USACE – Not anticipated as wetlands or Waters of the US not anticipated to be impacted.
    - NCCSWCD – Not anticipated as a USACE permit is not anticipated.
    - IDNR-OWR – Not anticipated as floodway is not anticipated to be impacted.

12. **95% Plans, Specifications and Estimates (PS&E) –** This task includes the preparation of PS&E (95%) for the storm sewer improvements. It is anticipated that plans will include similar plan sheets as the 75% PS&E. This task includes the preparation of specifications and an engineer's opinion of probable construction cost. In conjunction with the submittal of the plan set ERA will perform quality control and value engineering to identify cost saving measures prior to developing the final plans.

13. **Final Plans, Specifications and Estimates (PS&E) –** This task includes the preparation of PS&E (100%) for the storm sewer improvements. It is anticipated that plans will include similar plan sheets as the 75% PS&E. This task includes the preparation of specifications and an engineer's opinion of probable construction cost. In conjunction with the submittal of the plan set ERA will perform value engineering to identify cost saving measures prior to developing the 100% plans.

Deliverables:

- Final Engineering Drawings: Five (5) full sized hard copies, One electronic PDF copy.
- Final Project Specifications, Details, Special Provisions, and Invitation to Bidders: Five (5) hard copies of each, One electronic (Word and PDF) of each.

14. **Bidding Assistance –**ERA will provide bidding assistance for the project. This work will include answering bidder questions, attendance at a pre-bid meeting, preparation of addenda as required, tabulation of bids, reference checks for first and second lowest bidder and recommendations for award of the construction contract.

15. Village Board Meeting – ERA will conduct a formal presentation of the findings and design improvements. This will include construction costs and schedule.

16. **Neighborhood Meeting –** ERA will attend and prepare exhibit boards for a neighborhood open house meeting to be had prior to construction. It is anticipated that displays will show impacted property owners to encourage questions and conversations about construction.

17. **Geotechnical Engineering & Environmental** Analyses – It is anticipated that five soil borings at a depth of 15' will be performed throughout the project areas. Boring locations are planned to be within the road rights-of-way at the proposed new storm sewer location and at the detention pond locations. Soil sampling will also be performed in accordance with Clean Construction or Demolition Debris (CCDD) requirements as outlined under Illinois Environmental Protection Agency (IEPA) regulations. This task is included to prepare the PE certification needed for CCDD under the IEPA regulations using the LPC-662 Form and/or the LPC-663 Form.

18. **Grant Administration** – It is our understanding that there are two (2) DCEO grants associated with this project that will require periodic updates and possibly other reporting requirements. ERA will provide administrative assistance with these grants. This includes assistance with documentation, updates, paperwork and overall design coordination to ensure proposed improvements meet grant obligations.

PHASE 3 ENGINEERING (SERVICES TO BE NEGOTIATED SEPARATELY AT A FUTURE DATE)

19. **Construction Assistance** – ERA will provide full time construction oversight for the duration of the construction. Anticipated subtasks include:
    a. Construction Meetings and Coordination
    b. Shop Drawing Review
    c. Schedule Tracking
    d. Construction Layout Verification
    e. Documentation
    f. Pay Request and Change Order Review
    g. Project Close-out

Schedule

The work described in this agreement will be performed in accordance with the following schedule and as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

Fees

Fees for the engineering services described above are proposed at a cost, not to exceed basis using our hourly rate multiplier of 2.85. Detailed Cost Estimate for Consultant Services sheets have been included that breakdown the proposed costs.

We appreciate the opportunity to provide this proposal and we trust that it meets with your approval. If acceptable, please execute this proposal where indicated below. Receipt of an executed copy of this proposal will serve as authorization to proceed with the work.

Very truly yours,
ENGINEERING RESOURCE ASSOCIATES, INC.

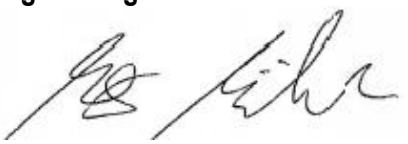


Marty Michalisko, PE, CFM
Principal

Exhibit 1

Acceptance & Authorization Form – May 5, 2023, Proposal
Engineering Services for Forest Avenue Stormwater Improvements

Engineering Resource Associates, Inc. | **Village of Arlington Heights**



Authorized Signature | **Authorized Signature**

Marty Michalisko, PE, Project Manager | **Printed Name and Title**

Date

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
T 630-393-3060, F 630-393-2152

Please Provide Contact Information:

Mailing Address:

(Please provide street address for UPS deliveries)

Telephone & Facsimile Numbers:

Email Address:

INVOICES should be sent via: Email ☐ USPS Mail ☐ Email & USPS Mail ☐

If different than above address,
invoices should be addressed to:

Attn:

Invoice Email Address (if different than above)

EXHIBIT F-1

COST ESTIMATE FOR CONSULTANT SERVICES

ROUTE:
PROJECT: Forest Avenue Stormwater Improvements
SECTION:
COUNTY: Arlington Heights
JOB NO.:

CONSULTANT: Engineering Resource Asscoiates, Inc.
DATE: 05/05/2023
OVERHEAD RATE: Overhead and Profit Included in Hourly Rates
COMPLEXITY FACTOR: 0

ITEM	MANHOURS (A)	FEE (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (F)	TOTAL (G)	% OF GRAND TOTAL (H)
1 Meetings and Coordination	24	$4,320.00	-		-		$4,320.00	3.73%
2 Data Acquisition	6	$720.00	-		-		$720.00	0.62%
3 Topographic Survey	74	$8,510.00	-		-		$8,510.00	7.34%
4 Utility Coordination	16	$2,040.00	-		-		$2,040.00	1.76%
5 Base Plans	34	$4,550.00	-		-		$4,550.00	3.93%
6 Hydrologic and Hydraulic Analysis	100	$14,380.00	-		-		$14,380.00	12.41%
7 BMP Evaluation	12	$1,560.00	-		-		$1,560.00	1.35%
8 Project Development Report	68	$8,660.00	-		-		$8,660.00	7.47%
9 50% P&E	100	$13,180.00	-		-		$13,180.00	11.37%
10 75% PS&E	116	$14,940.00	-				$14,940.00	12.89%
11 Permitting	62	$7,870.00	-				$7,870.00	6.79%
12 95% PS&E	84	$11,100.00	-				$11,100.00	9.58%
13 Final PS&E	60	$8,060.00	-				$8,060.00	6.95%
14 Bidding Assistance	16	$2,160.00	-				$2,160.00	1.86%
15 Village Board Meeting	6	$990.00	-				$990.00	0.85%
16 Neighborhood Meeting	12	$1,800.00					$1,800.00	1.55%
17 Geotechnical Engineering and Environmental Analysis	4	$600.00				$7,500.00	$8,100.00	6.99%
18 Grant Administration	24	$2,960.00					$2,960.00	2.55%
								0.00%
								0.00%
								0.00%
TOTAL	818	$108,400.00	-	$0.00	-	$7,500.00	$115,900.00	100.00%

EXHIBIT F-2

AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.
ROUTE:
PROJECT: Forest Avenue Stormwater Improvements
SECTION:
COUNTY: Arlington Heights
JOB NO.:

DATE: 05/05/2023

SHEET 1 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Meetings and Coordination			Data Acquisition			Topographic Survey			Utility Coordination		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	$225.00												
PROJECT MANAGER	$195.00	16	66.7%	$130.00				2	2.7%	$5.27			
SENIOR PROJECT ENGINEER	$150.00	8	33.3%	$50.00	2	33.3%	$50.00				4	25.0%	$37.50
STRUCTURAL ENGINEER	$190.00												
PROJECT ENGINEER	$140.00										4	25.0%	$35.00
DESIGN ENGINEER	$110.00										8	50.0%	$55.00
ENVIRONMENTAL DIRECTOR	$170.00												
SENIOR CAD TECHNICIAN	$130.00												
CAD/GIS TECHNICIAN	$105.00				4	66.7%	$70.00						
PROFESSIONAL LAND SURVEYOR	$175.00							8	10.8%	$18.92			
SURVEY CREW CHIEF	$105.00							64	86.5%	$90.81			
TOTALS		24	100.0%	$180.00	6	100.0%	$120.00	74	100.0%	$115.00	16	100.0%	$127.50

EXHIBIT F-2

AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.
ROUTE:
PROJECT: Forest Avenue Stormwater Improvements
SECTION:
COUNTY: Arlington Heights
JOB NO.:

DATE: 05/05/2023

SHEET 2 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Base Plans			Hydrologic and Hydraulic Analysis			BMP Evaluation			Project Development Report		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	$225.00												
PROJECT MANAGER	$195.00	2	5.9%	$11.47	4	4.0%	$7.80				4	5.9%	$11.47
SENIOR PROJECT ENGINEER	$150.00				16	16.0%	$24.00				24	35.3%	$52.94
STRUCTURAL ENGINEER	$190.00												
PROJECT ENGINEER	$140.00				80	80.0%	$112.00						
DESIGN ENGINEER	$110.00							8	66.7%	$73.33	16	23.5%	$25.88
ENVIRONMENTAL DIRECTOR	$170.00							4	33.3%	$56.67			
SENIOR CAD TECHNICIAN	$130.00	32	94.1%	$122.35									
CAD/GIS TECHNICIAN	$105.00										24	35.3%	$37.06
PROFESSIONAL LAND SURVEYOR	$175.00												
SURVEY CREW CHIEF	$105.00												
TOTALS		34	100.0%	$133.82	100	100.0%	$143.80	12	100.0%	$130.00	68	100.0%	$127.35

EXHIBIT F-2

AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.
ROUTE:
PROJECT: Forest Avenue Stormwater Improvements
SECTION:
COUNTY: Arlington Heights
JOB NO.:

DATE: 05/05/2023

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	50% P&E			75% PS&E			Permitting			95% PS&E		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	$225.00												
PROJECT MANAGER	$195.00	4	4.0%	$7.80	4	3.4%	$6.72	2	3.2%	$6.29	4	4.8%	$9.29
SENIOR PROJECT ENGINEER	$150.00	8	8.0%	$12.00	8	6.9%	$10.34	16	25.8%	$38.71	8	9.5%	$14.29
STRUCTURAL ENGINEER	$160.00												
PROJECT ENGINEER	$140.00	24	24.0%	$33.60	24	20.7%	$28.97				24	28.6%	$40.00
DESIGN ENGINEER	$110.00	24	24.0%	$26.40	40	34.5%	$37.93	40	64.5%	$70.97	24	28.6%	$31.43
ENVIRONMENTAL DIRECTOR	$170.00							4	6.5%	$10.97			
SENIOR CAD TECHNICIAN	$130.00	40	40.0%	$52.00	40	34.5%	$44.83				24	28.6%	$37.14
CAD/GIS TECHNICIAN	$105.00												
PROFESSIONAL LAND SURVEYOR	$175.00												
SURVEY CREW CHIEF	$105.00												
TOTALS		100	100.0%	$131.80	116	100.0%	$128.79	62	100.0%	$126.94	84	100.0%	$132.14

EXHIBIT F-2

AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.
ROUTE:
PROJECT: Forest Avenue Stormwater Improvements
SECTION:
COUNTY: Arlington Heights
JOB NO.:

DATE: 05/05/2023

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Final PS&E			Bidding Assistance			Village Board Meeting			Neighborhood Meeting		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	$225.00												
PROJECT MANAGER	$195.00	4	6.7%	$13.00				4	66.7%	$130.00	4	33.3%	$65.00
SENIOR PROJECT ENGINEER	$150.00	8	13.3%	$20.00	4	25.0%	$37.50				4	33.3%	$50.00
STRUCTURAL ENGINEER	$160.00												
PROJECT ENGINEER	$140.00	16	26.7%	$37.33	8	50.0%	$70.00						
DESIGN ENGINEER	$110.00	16	26.7%	$29.33	4	25.0%	$27.50						
ENVIRONMENTAL DIRECTOR	$170.00												
SENIOR CAD TECHNICIAN	$130.00	16	26.7%	$34.67									
CAD/GIS TECHNICIAN	$105.00							2	33.3%	$35.00	4	33.3%	$35.00
PROFESSIONAL LAND SURVEYOR	$175.00												
SURVEY CREW CHIEF	$105.00												
TOTALS		60	100.0%	$134.33	16	100.0%	$135.00	6	100.0%	$165.00	12	100.0%	$150.00

EXHIBIT F-2

AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.
ROUTE:
PROJECT: Forest Avenue Stormwater Improvements
SECTION:
COUNTY: Arlington Heights
JOB NO.:

DATE: 05/05/2023

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Geotechnical Engineering and Environmental			Grant Administration								
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	$225.00												
PROJECT MANAGER	$195.00												
SENIOR PROJECT ENGINEER	$150.00	4	100.0%	$150.00	8	33.3%	$50.00						
STRUCTURAL ENGINEER	$190.00												
PROJECT ENGINEER	$140.00												
DESIGN ENGINEER	$110.00				16	66.7%	$73.33						
ENVIRONMENTAL DIRECTOR	$170.00												
SENIOR CAD TECHNICIAN	$130.00												
CAD TECHNICIAN	$105.00												
PROFESSIONAL LAND SURVEYOR	$175.00												
SURVEY CREW CHIEF	$105.00												
TOTALS		4	100.0%	$150.00	24	100.0%	$123.33	0	0.0%	$0.00	0	0.0%	$0.00

Village Board
5/15/2023

Item: Race-Chicago Stormwater Improvement Project - Phase 1 & 2 Engineering Services Agreement and Budget Amendment

Department: Public Works

BACKGROUND

On October 14, 2022, the Village received notification from the Illinois Emergency Management Agency (IEMA) announcing the award of FEMA funding for the construction phase of the Race-Chicago Stormwater Improvements project. The $600,000 grant was facilitated through Congresswoman Jan Schakowsky's office as FY2022 Homeland Security Appropriations in the form of Community Project Funding/Pre-Disaster Mitigation Grant Funding.

The project will address chronic street flooding in the vicinity of Race Avenue and Race Court, and along Jo Lane between Chicago Avenue and Illinois Avenue through the construction of underground stormwater detention facilities, storm sewers, and related ancillary work within the street right-of-way, as recommended in the 2017 Combined Sewer Tributary Area Flood Study by CDM Smith.

In accordance with the Village's Qualifications Based Selection (QBS) Policy & Procedure for procurement of engineering services on Federally funded projects, a Request for Qualifications was advertised on March 3, 2023 for engineering services for Phase 1 Project Study, Phase 2 Design, and Phase 3 Construction of the Race-Chicago Stormwater Improvements project.

A committee of three staff members was established to carefully review each of the three (3) proposals received. Proposals identified the consultant's understanding of the project, how they intend to approach the project, key personnel assigned, their overall qualifications, and a project schedule. Following the QBS Policy, staff scored all the consultants and selected Ciorba Group, Inc. (Ciorba) to negotiate Phase 1 & 2 engineering services. After discussions to finalize the project scope, Ciorba provided the attached Engineering Services Agreement in the amount of $169,584.39.

The original construction cost and associated engineering fee estimates totaling $800,000 were done in 2017. The cost provided in the proposal accounts for inflation and changes to the project scoping, and a refined construction cost estimate will be provided with Phase 2 engineering.

The requested action would authorize the approval of the Engineering Services Agreement provided by Ciorba Group, Inc. for the Race-Chicago Stormwater

Improvements.
The current budget includes $75,000 in Account No. 426-7101-550250 (SW-2003) for the Phase 1 & 2 portion of the project. A budget amendment in the amount of $94,700 is needed to cover the additional cost of the agreement. There are sufficient funds available in reserves to cover this cost increase.

RECOMMENDATION

It is recommended that the Village Board approve the attached Ordinance amending the 2023 Budget in the amount of $94,700 for account number 426-7101-550250 (SW-2003). It also recommended that the Village Board approve the Engineering Services Agreement for the Race-Chicago Stormwater Improvements – Phase 1 & 2 Engineering with Ciorba Group, Inc. of Chicago, Illinois, for the not-to-exceed cost of $169,584.39 and authorize staff to execute the necessary documents.

ATTACHMENTS:

Description	Type
Race-Chicago Stormwater Improvements Engineering Agreement	Agreement
Ordinance Amendment Race-Chicago Stormwater Improvement Project Budget	Ordinance

Agreement for Engineering Services
Village of Arlington Heights
Race-Chicago Stormwater Improvements
Ciorba Project Number 21662.01

This AGREEMENT, made effective this _____ day of _____, 20___ by and between the ***Village of Arlington Heights*** (hereinafter referred to as the "CLIENT"), and CIORBA GROUP, INC. located at 8725 W. Higgins Road, Suite 600 in Chicago, Illinois, a firm of Consultants (hereinafter referred to as "CIORBA"), with regard to providing certain engineering services as set forth below in Exhibit A in connection with the ***Race-Chicago Stormwater Improvements Project***.

(hereinafter referred to as the "PROJECT") as detailed in the attached scope of work.

NOW THEREFORE, the CLIENT and CIORBA, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

Basic Agreements of Ciorba

1. CIORBA, in signing this AGREEMENT, certifies that it is in compliance with the state law relating to professional registration of individuals and to corporate practice for rendering such services. CIORBA further certifies that 362525351 is its correct Federal Taxpayer Identification Number and that it is doing business as a corporation.

2. CIORBA represents that it has complied with applicable Federal, State, and local laws pertaining to labor, equal employment opportunity and contract procurement and knows of no violations thereof, and such representation shall survive until time of completion of the project.

3. CIORBA agrees to perform certain enumerated services in connection with the PROJECT hereinafter stated as described in EXHIBIT A—SCOPE OF SERVICES.

4. The work shall commence within five (5) days of receiving written authorization to proceed from the CLIENT. Services shall be completed within 365 calendar days. Time to complete the services excludes from consideration periods of delay caused by CLIENT, circumstances beyond the control of CIORBA and, if applicable, review time by any necessary State and Federal agencies.

5. CIORBA agrees to maintain insurance coverage in the following minimum amounts:

Professional Liability	$2,000,000 per claim/aggregate
General Liability	$1,000,000 Each Occurrence – Bodily Injury $1,000,000 Each Occurrence – Property Damage $2,000,000 Aggregate
Automotive Liability – including non-ownership and hired car coverage	$1,000,000 Per Person/Per Accident
Employer's Liability	$500,000 Each Occurrence
Worker's Compensation	Per Statutory Amount

6. CIORBA shall file with the CLIENT a Certificate of Insurance showing complete coverage of all insurance being furnished, signed by the insurance companies or their authorized agents. CIORBA shall name the CLIENT as an additional insured for general liability and automotive

liability for limits stated above and per its insurers' standard additional insured endorsements. CIORBA shall require all of its subcontractors and subconsultants to carry insurance in the amounts stated above. Additional insured endorsements shall be attached to the Certificate of Insurance.

7. CLIENT agrees to maintain its own General Liability, Automotive Liability, Employer's Liability with amounts no less than that shown for CIORBA. CLIENT also agrees to maintain Workers Compensation insurance with statutory limits. CLIENT agrees to require its other consultants and contractors to maintain similar coverage.

8. CIORBA shall perform its services consistent with the prevailing practices and customs of like firms performing similar services.

9. All plans and other documents furnished by CIORBA pursuant to this AGREEMENT will be endorsed by CIORBA and show the requisite professional seal where such is required by law.

Basic Agreements of the Client

1. The CLIENT'S and CIORBA'S designated representatives for this project shall be:

CLIENT	
Name:	Mike Pagones
Title:	Village Engineer
Email:	mpagones@vah.com
Phone:	847-368-5250 Ext. 5267
Address:	33 S. Arlington Heights Road Arlington Heights, IL 60005

CIORBA	
Name:	Tony Wolff
Title:	Vice President – Water Resources
Email:	twolff@ciorba.com
Phone:	773-355-2961
Address:	8725 W Higgins Rd, Suite 600 Chicago, IL 60631

Such representatives shall have authority to act on behalf of their respective principals and render decisions efficiently. Either party may change its designated representative by a writing sent to the other.

2. The CLIENT will pay CIORBA for the performance of the contract as indicated in Exhibit B – PROJECT FEE:

a. On a monthly basis upon receipt of an invoice based on the actual cost of work completed. "Actual Cost" is defined as the direct labor costs associated with the personnel used for the work times a direct labor multiplier (DLM) of 3.0 to cover profit, overhead, payroll burden and fringe benefits, plus direct costs.

b. Direct costs are travel, shipping, and other out-of-pocket company expenses as well as outside costs. Direct costs will be reimbursed to CIORBA at their cost with no additional service charge.

c. The upper limit of compensation shall not exceed $169,584.39 and is detailed in Exhibit B.

d. If the CLIENT identifies an item in the invoice which appears to be in error, the CLIENT may withhold the payment for that but shall pay the balance of the invoiced amount and provide CIORBA with a statement concerning the questioned item. Alternatively, the CLIENT may pay the full amount of the invoice, provide a statement of the questioned item, and adjustment, if appropriate, will be made in the next subsequent invoice submitted by CIORBA, all pending further discussion between the parties.

3. The CLIENT agrees to furnish CIORBA with all available plans, utility atlases and survey data useful to the work to be done by CIORBA. CIORBA shall have the right to rely on the accuracy of any information provided by the CLIENT or CLIENT other consultants. CIORBA shall not be responsible for the negligent acts or omissions of the CLIENT other consultants, or any other person or entity performing work on the PROJECT who are not under the direct control or authority of CIORBA.

4. The CLIENT agrees that, should the CLIENT require Extra Work, the CLIENT will pay CIORBA for such Extra Work. Extra Work is defined as any engineering services required beyond the Scope of Services identified in the BASIC AGREEMENTS OF CIORBA. Extra Work shall not commence until written authorization is received from the CLIENT. Extra Work will be paid on the basis of "Actual Cost" being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT. The compensation for these changes could be limited to an amount mutually agreed to by the CLIENT and CIORBA. Extra Work will be paid on the basis of the "Actual Cost" being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT.

5. Notwithstanding the foregoing, should CIORBA receive subpoenas or be subject to court orders arising from the Work, CIORBA shall upon notice to the CLIENT be compensated for compliance with said subpoenas or orders by CLIENT at CIORBA'S then prevailing hourly rates.

6. That, should the CLIENT require changes in any of the detailed reports, studies or estimates after they have been approved by the CLIENT, the CLIENT will pay CIORBA for such changes on the basis of the “Actual Cost” being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT and calculated at CIORBA’s then prevailing hourly rates. The compensation for these changes could be limited to an amount mutually agreed to by the CLIENT and CIORBA.

General Conditions

1. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the CLIENT and CIORBA.

2. The CLIENT and CIORBA each bind themselves and their partners, successors, executors, administrators and assign to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto. Both CLIENT and CIORBA agree that neither shall take any action to assert any claims or lawsuits against an individual officer, employee, agent, owners of the other. This AGREEMENT shall not be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and CIORBA. No third-party beneficiaries are created by this AGREEMENT.

3. Copies of tracings, plans, reports, estimates, maps, survey notes, computations, electronic data files and other documents prepared by CIORBA in accordance with this AGREEMENT shall upon request be delivered to the CLIENT per Exhibit A.

4. That none of the services to be furnished by CIORBA, other than those shown in EXHIBIT A, shall be sublet, assigned, or transferred to any other party or parties without written consent of the CLIENT. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by CIORBA shall not be construed to relieve CIORBA of the responsibility for the fulfillment of this AGREEMENT. Further, CLIENT agrees it shall not assign or transfer this Agreement except upon the written consent of CIORBA. Any such consent by CIORBA shall not be construed to relieve CLIENT of the obligations hereunder.

5. CIORBA assumes no responsibility for the detection or removal of any hazardous substances or archeological finds found at the job site.

6. Any difference between CIORBA and the CLIENT concerning their interpretation of the provisions of this AGREEMENT shall, before any litigation is commenced, be referred to a mediation committee as a condition precedent to litigation. The committee shall consist of one member appointed by CIORBA, one member appointed by the CLIENT and a third member appointed by the two other members.

7. LIMITATIONS - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion of construction for acts or failures to act occurring prior to substantial completion or the date of issuance of the final Certificate of Payment for acts or failures to act occurring after substantial completion.

8. This AGREEMENT may be terminated by the CLIENT upon giving notice in writing to CIORBA at the address indicated in this agreement. Upon such termination, and upon payment in full to CIORBA, CIORBA shall cause to be delivered to the CLIENT all surveys, permits, agreements, reports, drawings, partial and completed estimates and data, if any, from soil survey and subsurface investigations, with the understanding that all such material becomes the property of the CLIENT subject to CIORBA retaining all intellectual property rights including common law, statutory, copyright, and other reserved rights in the instruments of service.

9. The CLIENT agrees that, should the Project or any part thereof be abandoned or terminated at any time after CIORBA has performed any part of the services provided for in this AGREEMENT; and prior to the completion of such services, the CLIENT shall reimburse CIORBA for their actual costs, incurred up to the time they are notified in writing of such abandonment or termination, Actual Cost being defined in paragraph 2. Under “BASIC AGREEMENTS OF THE CLIENT”.

10. In accepting and utilizing any drawings, reports, documentation, and other technical submissions (in any form including electronic media) generated and furnished by CIORBA, the CLIENT agrees that these are all instruments of service of CIORBA, who shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights.

    The CLIENT agrees not to reuse any drawings, reports, documentation, and other technical submissions (in any form including electronic media), in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer the drawings, reports, documentation, and other technical submissions (in any form including electronic media) to others without the prior written consent of CIORBA. The CLIENT further agrees to waive all claims against CIORBA resulting in any way from any unauthorized changes to or reuse of any drawings, reports, documentation, and other technical submissions (in any form including electronic media) for any other project by anyone other than CIORBA.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CIORBA, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CIORBA or from any unauthorized reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) without the prior written consent of CIORBA.

Under no circumstances shall delivery of any drawings, reports, documentation, and other technical submissions (in any form including electronic media) for use by the CLIENT be deemed a sale by CIORBA, and CIORBA makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CIORBA be liable for indirect or consequential damages as a result of the CLIENT'S reuse of the any drawings, reports, documentation and other technical submissions (in any form including electronic media).

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party, including any contractors, subcontractors, design professionals, or subsequent users.

11. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. Ciorba shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and Ciorba shall have no obligations to correct errors or maintain electronic files.

12. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CIORBA and electronic files, the signed or sealed hard-copy construction documents shall govern.

13. This AGREEMENT and the enforcement therefore shall be governed, construed and controlled in all respect by the laws of the state where the Project is located.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the date first above written.

Executed by the:

Village of Arlington Heights of the State of Illinois, acting by and through its Board of Trustees.

By: _____ Village President Name: _____ Date:	Attest: Name: Title: Date:

Ciorba Group, Inc.

By: _____ Name: _____ Title: _____ Date:	Attest: Name: Title: Date:

Exhibit A – Scope of Services

RACE-CHICAGO STORMWATER IMPROVEMENTS DESIGN

1. **Meetings, Coordination, and Data Collection** – Prior to commencing project analyses, Ciorba will meet with the Village to review the understanding and objectives and refine the scope of work. Additional meetings will be held with the Village as needed throughout the design development process to review results, discuss potential concept design modifications, and review project design submittals.

Ciorba will request and review available GIS data from the Village, previous documentation, studies, and related flood mitigation projects performed by the Village. Ciorba will obtain available hydrologic and hydraulic (H&H) models from previous studies or developments.

Ciorba will also obtain utility atlases from all private companies and public agencies and will coordinate with them on potential conflicts and how to resolve them.

Ciorba will participate in two public meetings with local stakeholders and one Village Board meeting, including a presentation of the proposed improvements.

2. **Grant Reporting** – Ciorba will prepare quarterly performance reports and a close-out performance report to meet IEMA grant requirements.

3. **Topographic and Drainage Survey** - Ciorba will perform a full topographic survey of the project limits, including storm sewer routes and the curb ramps. Survey tasks will include setting horizontal and vertical control; topographic survey of the site and adjacent roadway and sidewalks; utility information (including water, sewer, and drainage components); any other items that must be considered for design, including vegetation, signs, buildings, light poles, etc. in the vicinity of the site.

4. **Geotechnical Investigation** – Ciorba's subconsultant, Soil and Material Consultants (SMC), will complete six (6) 15-foot-deep soil borings, including two (2) at each of the three proposed improvement locations. SMC will prepare a geotechnical report, including pH testing for preparation of an LPC-662 form by the Village.

5. **Proposed Improvements Analysis and Concept Verification** – Ciorba will evaluate the design concept outlined in the 2017 CDM Smith "Combined Sewer Tributary Area Flood Study" (CSTA Study). Analysis and verification will include:

- Bulletin 75 Hydrology Update
    - Compute Bulletin 70 and Bulletin 75 runoff volumes to each box culvert. Determine the percentage of Bulletin 70 volume stored in the 8' x 4' boxes to the new Bulletin 75 total and upsize the boxes to meet the same ratio. No hydrologic or hydraulic modeling will be performed. This simplified analysis will be performed for the 25-year 1-hour design storm and assumes that the culvert storage designed by the CSTA study is insufficient for the updated rainfall data. The 36" storm sewer conveyance upgrade on Chicago Avenue will not be reevaluated since the proposed 36" storm sewer already matches the downstream receiving sewer size.

- Perform inlet spacing analysis at the Jo Lane/Chicago Avenue and Race Avenue/Race Court roadway sags to eliminate ponding for the design storm. Prepare concept plan exhibit showing layout of storm sewer laterals and box culvert locations.
- Evaluate utility conflicts at a concept level.
- Evaluate maintenance of traffic and residential access at a concept level to identify any significant obstacles or constructability constraints to be factored into detailed design.
- Summarize concept verification in a brief technical memorandum and submit to the Village for review.

6. **Preliminary Construction Cost Estimates** – Perform preliminary quantity estimates and prepare cost estimates for the proposed plan, including contingencies.

7. **Plans, Specifications and Estimates** – Design documents will be submitted at the Preliminary (60%), Pre-Final (90%), and Final (100%) design levels. Design elements for the project are anticipated to include concrete box culverts for underground detention, storm sewer, and roadway reconstruction in the three proposed improvement locations on Jo Lane (approximately 350 feet), Race Avenue (approximately 125 feet), and Chicago Avenue (approximately 300 feet). The proposed concrete box culverts are anticipated to be pre-cast culverts with connection and access openings included by the precast vendor. No structural design work is anticipated or included in the scope. Quantities will be prepared for all pay items included in the plans. Construction cost estimates will be prepared using historical unit prices for similar work. Specifications will be based on the IDOT Standard Specifications for Road and Bridge Construction with supporting Special Provisions.

Plans will include the following sheets:

- Title Sheet (1 sheet)
- General Notes/Index/Highway Standards (1 sheet)
- Summary of Quantities (3 sheets)
- Schedule of Quantities
  - Earthwork Schedule (1 sheet)
  - Drainage Schedule (2 sheets)
- Existing and Proposed Typical Sections (3 sheets)
  - Jo Lane (1 sheet)
  - Race Avenue (1 sheet)
  - Chicago Avenue (1 sheet)
- Alignment, Ties, and Benchmarks (3 sheets)
  - Jo Lane (1 sheet)
  - Race Avenue (1 sheet)
  - Chicago Avenue (1 sheet)
- Existing Condition and Removal Plan (3 sheets, single plan, 1” = 20’)
  - Jo Lane (1 sheet)
  - Race Avenue (1 sheet)
  - Chicago Avenue (1 sheet)
- Proposed Roadway Plan and Profile (3 sheets, 1” = 20’)
  - Jo Lane (1 sheet)
  - Race Avenue (1 sheet)
  - Chicago Avenue (1 sheet)

- Maintenance of Traffic
  - General Notes (1 sheet)
  - MOT Details (1 sheet)
  - Detour Plans (3 sheets)
    - Jo Lane
    - Race Avenue
    - Chicago Avenue
- Proposed Drainage Plan and Profile (3 sheets, 1" = 20')
  - Jo Lane (1 sheet)
  - Race Avenue (1 sheet)
  - Chicago Avenue (1 sheet)
- Water Main and Sanitary Sewer / Service Adjustments shown on Drainage Sheets
- Erosion Control and Landscaping Plans (3 sheets, single plan, 1" = 20')
  - Jo Lane (1 sheet)
  - Race Avenue (1 sheet)
  - Chicago Avenue (1 sheet)
- Miscellaneous Details
  - Drainage Details (2 sheets)
  - Water Main and Sanitary Sewer Details (1 sheet)
  - Erosion Control Details (1 sheet)
- Cross Sections (50' spacing)
  - Jo Lane (8 cross sections + 6 driveways)
  - Race Avenue (4 cross sections + 1 driveway)
  - Chicago Avenue (7 cross sections + 4 driveways)

8. **Permitting** - Ciorba will assemble and submit the required MWRD Watershed Management Ordinance permit application. A permit from the IEPA is not expected to be needed for water and sanitary service adjustments and is not included in the scope.

9. **Bidding Assistance –** Ciorba will assist the Village with advertising the project for bidding, attending a pre-bid meeting, responding to bidders' written questions and issue an addendum (if necessary). Ciorba will review and tabulate the bids and make a recommendation to the Village for the award of the project.

10. **Quality Assurance / Quality Control** – The project will be completed in accordance with the Ciorba QA/QC plan. The QA/QC plan is available upon request.

11. **Deliverables** – Deliverables will be electronic plans, specifications, and cost estimates.

EXHIBIT B - PROJECT FEE

Cost Estimate of Consultant Services (Direct Labor Multiple)

Firm	Ciorba Group, Inc	Date	05/09/23
Project	Race-Chicago Stormwater Improvements		
Project Number	21662.01		

ITEM	MANHOURS (A)	PAYROLL (B)	(3+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Meetings, Data Collection & Coordination	50	$ 3,420.03	$ 10,260.10	$ -		$ 10,260.10	6%
Survey	82	$ 2,949.94	$ 8,849.83	$ 390.00		$ 9,239.83	5%
Water Resources	358	$ 17,320.74	$ 51,962.21	$ -		$ 51,962.21	31%
Engineering Studies/Plans	512	$ 20,547.05	$ 61,641.15	$ -		$ 61,641.15	36%
Quantity, Specifications & Estimates	97	$ 5,278.71	$ 15,836.12	$ -		$ 15,836.12	9%
Construction Engineering / Administration	16	$ 1,001.45	$ 3,004.34	$ -		$ 3,004.34	2%
QC / QA	22	$ 2,084.92	$ 6,254.76	$ -		$ 6,254.76	4%
Project Management & Administration	28	$ 2,462.63	$ 7,387.88	$ -		$ 7,387.88	4%
Soil and Material Consultants					$ 3,998.00	$ 3,998.00	2%
TOTALS	1165	$ 55,065.46	$ 165,196.39	$ 390.00	$ 3,998.00	$ 169,584.39	100%

CiorbaGroup
CONSULTING ENGINEERS

WORK BREAKDOWN STRUCTURE

5/9/2023

		Activity		Grand Total	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
		TOTAL		1165	76	220	126	126	346	151	120
1.		**Meetings, Data Collection & Coordination**	**Task Total:**	**50**	**14**	**16**	**6**		**14**		
	0100	**Meetings**	**Meetings**	**20**	**10**	**10**					
		Meetings with Village Staff (Kickoff mtg and 3 review mtgs)		16	8	8					
		Meeting with Village Board		4	2	2					
	0120	**Coordination**	**Subtotal:**	**20**	**4**	**4**	**4**		**8**		
		Coordination with Village		8	4	4					
		Coordination with Utilities		12			4		8		
	0130	**Data Collection 2**	**Subtotal:**	**10**		**2**	**2**		**6**		
		Obtain Plans from Village (residential plans showing water & sanitary services)		2					2		
		Obtain Utility Atlases		2					2		
		Field Checks		6		2	2		2		
2.		**Survey**	**Task Total:**	**82**						**10**	**72**
	0210	**Field Survey**	**Subtotal:**	**56**						**10**	**46**
		Project Setup		3							3
		Establish Control Points and Ties		9							9
		Develop Alignment		6							6
		Level Circuit		6							6
		Horizontal Topography		6							6
		Cross Sections		6							6
		Drainage Inventory		20						10	10
	0220	**Process Survey**	**Subtotal:**	**26**							**26**
		Down Loading Total Station		2							2
		Drafting Existing Conditions		6							6
		Add Utilities to Existing Conditions		12							12
		Create Digital Terrain Model		6							6
3.		**Water Resources**	**Task Total:**	**358**		**46**	**106**	**20**	**130**	**56**	
	0310	**Preliminary Stormwater Analysis**	**Subtotal:**	**60**		**8**	**28**		**24**		
		Drainage Area Delineation and Runoff Volume Computation		20			8		12		
		Concept Storm Sewer Layout and Exhibit		28		4	12		12		
		Alternatives Analysis (Options For Bulletin 75 Culvert Upsize)		12		4	8				
	0320	**Stormwater Reports**	**Subtotal:**	**50**		**18**	**20**		**12**		
		Grant Quarterly Progress (4) and Close-Out (1) Reports		10		10					
		Concept Verification Memo		40		8	20		12		
	0330	**Stormwater Facility Design**	**Subtotal:**	**164**		**8**	**42**		**74**	**40**	
		Inlet Spacing		12			4		8		
		Identify & Report Utility Conflict Locations		12			4		8		
		Storm Sewer Design		12			4		8		
		Culvert Design		24		4	8		12		
		Drainage Sheets		72		4	16		24	28	
		Drainage Details		8			2		6		
		Erosion Control and Landscaping Plans		24			4		8	12	
	0340	**Sanitary Sewer**	**Subtotal:**	**22**		**4**		**10**		**8**	
		Sanitary Sewer Design (Service Adustments shown on Drainage Sheets)		16		2		6		8	
		Sanitary Sewer Details		6		2		4			
	0350	**Water Main System**	**Subtotal:**	**22**		**4**		**10**		**8**	
		Water Main Design (Service Adjustments shown on Drainage Sheets)		16		2		6		8	
		Water Main Details		6		2		4			
	0360	**Permits**	**Subtotal:**	**40**		**4**	**16**		**20**		
		Permit- MWRDGC		40		4	16		20		
4.		**Engineering Studies/Plans**	**Task Total:**	**512**	**8**	**107**	**4**	**94**	**174**	**77**	**48**
	0530	**Geometric Studies**	**Subtotal:**	**12**		**3**		**9**			
		Vertical Geometry Study		12		3		9			
	0560	**Contract Plans**	**Subtotal:**	**146**		**18**	**4**	**8**	**41**	**27**	**48**
		Title Sheet		6		2			2	2	
		Alignment, Ties and Benchmarks		48							48
		Typical Sections		48		6			21	21	
		General Notes/Index/Highway Standards		6		2			2	2	
		Summary of Quantities		6		2			2	2	
		Schedule of Quantities		24		2	4	6	12		
		Disposition of Comments		8		4		2	2		

		Activity		Grand Total	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
	0570	**Roadway Plans**	**Subtotal:**	**314**		**58**		**77**	**129**	**50**	
		MOT General Notes		8		2		2	4		
		MOT Detour Plans		36		6		15	15		
		Proposed Plan and Profile Sheets (1"=20')		72		12			30	30	
		Removal Sheet/Existing Conditions		48		8			20	20	
		Cross Sections		150		30		60	60		
	0590	**Public Involvement**	**Subtotal:**	**40**	**8**	**28**			**4**		
		Website Updates (assume monthly updates x 12 months)		12		12					
		Prepare Presentation for 2nd Public Meeting		16	4	8			4		
		Attend Public Meetings (2 mtgs x 2 hrs/mtg x 3 staff/mtg)		12	4	8					
5.		**Quantity, Specifications & Estimates**	**Task Total:**	**97**	**8**	**39**	**10**	**12**	**20**	**8**	
	0700	**Quantity, Specifications and Estimates**	**Subtotal:**	**97**	**8**	**39**	**10**	**12**	**20**	**8**	
		Quantity Calculations (Removals)		6		2			2	2	
		Quantity Calculations (Earthwork)		15		3		12			
		Quantity Calculations (Proposed Plan)		18		6			6	6	
		Quantity Calculations (Water Resources)		18			6		12		
		Specifications (Roadway and General)		20	4	16					
		Specifications (Water Resources)		6	2	4					
		Estimate of Time		6		2	4				
		Estimate of Cost		8	2	6					
6.		**Construction Engineering / Administration**	**Task Total:**	**16**	**4**	**4**			**8**		
	0840	**Construction Assistance**	**Subtotal:**	**16**	**4**	**4**			**8**		
		Assistance During Bidding		16	4	4			8		
7.		**QC / QA**	**Task Total:**	**22**	**22**						
	0900	**QC / QA**	**Subtotal:**	**22**	**22**						
		Water Resources QC/QA		10	10						
		Roadway QC/QA		12	12						
8.		**Project Management & Administration**	**Task Total:**	**28**	**20**	**8**					
	1000	**Project Management & Administration**	**Subtotal:**	**28**	**20**	**8**					
		Project Administration		12	12						
		Project Management		16	8	8					

Direct Cost Item	Unit	Cost per Unit	Item #
Vehicle (mileage)	mile	$ 0.655	521.00
Vehicle (day)	day	$ 65.000	522.10
FedEx	each	$ 25.00	526.00
Travel,Meals & Lodging	day	$ 70.00	529.20
Equipment Rental	day	$ 1.00	529.40
Reproductions - Outside	set	$ 1.00	529.50
Other Outside Direct Cost	dollar	$ 20.00	

Survey

Description	Unit	Unit Cost	Quantity	Extended Cost	
Vehicle (mileage)	mile	$ 0.655		$ -	
Vehicle (day)	day	$ 65.00	6	$ 390.00	
FedEx	each	$ 25.00		$ -	
Travel,Meals & Lodging	day	$ 70.00		$ -	
Equipment Rental	day	$ 1.00		$ -	
Reproductions - Outside	set	$ 1.00		$ -	
Other Outside Direct Cost	dollar	$ 20.00		$ -	
				$ 390.00	**Total**

AN ORDINANCE AMENDING THE ANNUAL BUDGET OF THE VILLAGE OF ARLINGTON HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, by Ordinance 2022-066, the President and Board of Trustees of the Village of Arlington Heights, Illinois adopted the Annual Budget of the Village of Arlington Heights for the fiscal year beginning January 1, 2023, and ending December 31, 2023; and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interest of the Village to adopt an Ordinance amending the Annual Budget;

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

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the President and Board of Trustees.

SECTION TWO: ADOPTION OF AMENDMENTS. The Annual Budget shall be, and it is hereby, amended as follows:

Account Being Amended	Original	Amendment Incr./(Decr.)	Revised
426-7101-550250 **SW2003-SEWER-CONSTRUCT-STRM**	$75,000	$94,600	$169,600

SECTION THREE: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION FOUR: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS 15TH of May 2023.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board
5/15/2023

Item: Wilke Road Resurfacing & Multi-Use Path – Phase 3 Intergovernmental Agreement

Department: Public Works

BACKGROUND

The project consists of the resurfacing of Wilke Road from approximately 600 ft north of IL 62 (Algonquin Rd) to south of US 14 (Northwest Highway) and includes the extension of a concrete multi-use path along the east parkway of Wilke Road from Bray Court to north of Orchard Place connecting to the existing off-street path at the southern edge of Sunset Meadows Park.

A resolution to approve Phase 3 Construction Engineering Services with Christopher B. Burke Engineering, Ltd. (CBBEL) and a resolution to approve the Joint Funding Agreement for Construction Work with IDOT will be forthcoming to the Village Board. The total estimated construction amount for the project is $4,535,100. The construction is scheduled to begin in 2024. The project has Surface Transportation Program (STP) funding programmed for Phase III Construction and Construction Engineering Services through the Northwest Council of Mayors in the amount of $2,398,000. The Local Share for the construction is estimated at $2,376,900 and the Local share for construction engineering is $213,710.

The requested action would authorize the approval of an Intergovernmental Agreement between the Village of Arlington Heights and the City of Rolling Meadows for the Phase 3 construction and construction engineering costs. The Village will act as the lead Local Agency and the City of Rolling Meadows will reimburse the Village their proportional share of the costs as enumerated in the IGA.

The City of Rolling Meadows will bring this Intergovernmental Agreement to their City Council meeting on May 23, 2023 for approval.

RECOMMENDATION

It is recommended that the Village Board approve the attached Resolution Approving an Intergovernmental Agreement between the Village and the City of Rolling Meadows.

ATTACHMENTS:

Description	Type
IGA - Wilke Road Resurfacing & Multi-Use Path Phase 3 Construction & Construction Engineering Services	Agreement

INTERGOVERNMENTAL AGREEMENT FOR
"WILKE ROAD RESURFACING & MULTI-USE PATH" PROJECT
PHASE III CONSTRUCTION & CONSTRUCTION ENGINEERING SERVICES

THIS AGREEMENT entered into by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and the City of Rolling Meadows, a municipal corporation of the County of Cook, State of Illinois ("City").

WITNESSETH

WHEREAS, the Village and City are home rule communities as provided in the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution and Illinois Compiled Statutes provide authority for intergovernmental cooperation; and

WHEREAS, the Village has obtained Surface Transportation Program (STP) federal funding assistance for the Phase III engineering services and construction of the proposed roadway improvements and multi-use path located along Wilke Road, ("Improvements") and

WHEREAS, the Wilke Road roadway and easements are located within both the corporate limits of the Village and the City, and the roadway provides transportation benefits to residents of both, and other communities; and

WHEREAS, the necessary engineering services for the proposed Improvements may be approached more effectively and economically with the City and the Village cooperating and using their joint efforts and resources; and

WHEREAS, the Village and the City want to construct the Improvements; and

WHEREAS, the Village has secured the services of an engineering consultant to perform Phase III construction engineering work for the proposed Improvements; and

WHEREAS, the Village and the City had an agreement to proportionally share (Village = 79.6%; City = 20.4%) in the Phase I engineering services for the proposed Improvements; and

WHEREAS, the Village and the City have an existing agreement to proportionally share (Village = 81.23%; City = 18.77%) in the Phase II engineering design services for the proposed Improvements; and

WHEREAS, the Village and the City desire to proportionally share (Village = 81.23%; City = 18.77%) in the Local share of the Phase III construction and construction engineering costs for the Improvements; and

WHEREAS, this Intergovernmental Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220/1 et seq.), which provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Village and the City hereby agree as follows:

SECTION ONE: The Recitals of set forth in this Agreement, are expressly made a part of this Agreement.

SECTION TWO: The total cost for the proposed Wilke Road Resurfacing & Multi-Use Path is as follows:

A. The total construction estimated amount is $4,535,100 and the total construction engineering amount is $453,510.
B. The project has Surface Transportation Program (STP) funding programmed for Phase III Construction and Construction Engineering Services through the Northwest Council of Mayors FFY 2021-2025 STP-L program in the amount of $2,398,000. The estimated amount associated with Construction is $2,158,200 and the amount for Construction Engineering is $239,800.
C. The Local share for the construction is estimated at $2,376,900 and the Local share for construction engineering is $213,710.
D. The Village agrees to enter into a contract for Phase III construction engineering services with Christopher B. Burke Engineering, Ltd. for the proposed Wilke Road Resurfacing & Multi-Use Path project, at a total cost of $453,510, where the Village will be reimbursed $239,800 in STP funds through the Illinois Department of Transportation.

SECTION THREE: The City hereby agrees to pay 18.77% ($40,113.37) of the local share of the construction engineering services cost and 18.77% (estimated at $446,144.13) of the local share for the final, measured construction costs, to the Village of Arlington Heights, within 30 days of appropriate receipt of an invoice from the Village.

SECTION FOUR: All notices required to be sent to the Village shall be served by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

or by personal delivery of any such notice delivered to an employee of the Village at its administration offices during the regular business hours of the office.

All notices required hereunder, to be sent to the City shall be served in writing by United States certified mail, postage prepaid, return receipt requested, to the City Manager at the following address:

City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

or by personal delivery of any such notice delivered to an employee of the City at its administration offices during the regular business hours of the office.

SECTION FIVE: It is mutually understood and agreed that all agreements and covenants in this Agreement are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained in this Agreement.

SECTION SIX: Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume and perform the duties of either party.

SECTION SEVEN: This Agreement sets forth the entire understanding of the parties and may only be amended or modified by a written instrument signed by the parties except as otherwise provided herein.

SECTION EIGHT: If any provisions of this agreement are invalid for any reason, such invalidation shall not render invalid any provisions of this agreement which can be given effect without the invalid provision.

SECTION NINE: This agreement may be terminated by a majority vote of the corporate authorities of either the City or the Village and by sending a copy of the terminating resolution to the City or Village. Costs incurred by the Village up until the date of termination are to be proportionally shared (Village = 81.23%; City = 18.77%) and the City shall reimburse their share to the Village within thirty (30) days of termination.

SECTION TWELVE: This agreement shall be construed in accordance with the law and constitution of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this _____ day of _____ 2023.

CITY OF ROLLING MEADOWS	VILLAGE OF ARLINGTON HEIGHTS
_____	_____
Mayor	**Village President**
ATTEST:	**ATTEST:**
_____	_____
Deputy City Clerk	**Village Clerk**

Village Board
5/15/2023

Item: Resolution – IDOT Agreement – Wilke Road Resurfacing & Multi-Use Path

Department: Public Works

BACKGROUND

The Wilke Road Resurfacing & Multi-Use Path project consists of the resurfacing of Wilke Road from approximately 600 ft north of IL 62 (Algonquin Rd) to south of US 14 (Northwest Highway) and includes the extension of a concrete multi-use path along the east parkway of Wilke Road from Bray Court to north of Orchard Place connecting to the existing off-street path at the southern edge of Sunset Meadows Park.

The project has Surface Transportation Program (STP) funding programmed for Phase III Construction and Construction Engineering Services through the Northwest Council of Mayors in the amount of $2,398,000. The total estimated construction amount for the project is $4,535,100 and is scheduled to begin in 2024.

The attached Resolution would authorize the approval of the appropriation of funds for the construction local match in the estimated amount of $2,376,900 or as much as may be needed to match the required funding to complete the proposed improvements.

Funding is included in the current budget Capital Projects Fund account number 401-7101-550300 (ST2103) ($2,376,900)

RECOMMENDATION

It is recommended that the Village Board approve the attached Resolution Approving a Joint Funding Agreement with the Illinois Department of Transportation for the Wilke Road Resurfacing & Multi-Use Path project.

ATTACHMENTS:

Description	Type
Joint Funding Agreement with IDOT	Agreement

A RESOLUTION APPROVING A
JOINT FUNDING AGREEMENT WITH THE
ILLINOIS DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Arlington Heights is proposing a project to resurface Wilke Road from approximately 600 ft north of IL 62 (Algonquin Rd) to south of US 14 and includes the extension of concrete multi-use path along the east parkway from Bray Court to Sunset Meadows Park, known as Section Number 22-00217-00-RS, State Job Number C-91-043-23, and Project Number VI8E(538); and

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee; and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois, as follows:

SECTION ONE: That the President and Board of Trustees hereby authorize the appropriation of funds for the construction local match in the amount of $2,376,900 or as much as may be needed to match the required funding to complete the proposed improvements and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION TWO: That the Village President and Village Clerk are hereby authorized and directed to execute an AGREEMENT with IDOT for the above-mentioned project.

SECTION THREE: This resolution will become Attachment 3 of the AGREEMENT.

SECTION FOUR: That the Village Clerk of the Village of Arlington Heights shall transmit three certified copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of May, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

Illinois Department of Transportation

Joint Funding Agreement for Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Arlington Heights	Cook	22-00217-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAP	03-20-0035

Construction

State Job Number	Project Number
C-91-043-23	VI8E(538)

☒ State-Let Construction ☐ Locally Let Construction ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Wilke Road	9-2633 / 9-2634	2.53 mi	1.37/0.00	3.22/0.68

Location Termini: Algonquin Road (Il 62) to US Rte. 14

Current Jurisdiction	Existing Structure Number(s)	
Village of Arlington Heights	N/A	Add Location / Remove

PROJECT DESCRIPTION

Wilke Road resurfacing project, from Il Rt 62 (Algonquin Road) to US Rt 14. Mill & resurface, patching, proposed bike path, traffic signal improvements, ADA ramp improvements.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.

4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions

2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

3. This agreement shall be binding upon the parties, their successors, and assigns.

4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests**: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program**: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

5. **Project End Date**: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement.

   Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. Single Audit Requirements: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..

7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☐	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Village of Arlington Heights

Title of Official

Signature | Date

The above signature certifies the agency's TIN number is

36-600577 conducting business as a Governmental Entity.

DUNS Number 072318629

UEI SA2FJCC7CXS2

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Yangsu Kim, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Arlington Heights	Cook	22-00217-00-RS	C-91-043-23	VI8E(538)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$2,158,200.00	47.5%				Local	$2,376,900.00	52.5%	$4,535,100.00
Construction Engineering	STU	$239,800.00	53%					$213,710.00	47%	$453,510.00
	Total	$2,398,000.00		Total			Total	$2,590,610.00		$4,988,610.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

Construction: 75%/25% Fed/Local Match
Con Eng: 75%/25% Fed/Local Match
Current federal funding limit for const/CE = $2,398,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Village Board
5/15/2023

Item: Ordinance-Code Amendment-Chapter 13-Alcoholic Liquor Dealers

Department: Village Manager's Office

Ordinance-Code Amendment-Chapter 13-Alcoholic Liquor Dealers

The following establishments did not renew liquor licenses for 2023/2024:

Class A Chipotle
338 E. Rand

Class B&T Harvest Fresh
100 E. Rand

Class B&T Liquor Mart
704 Kensington Rd.

Class E Ttowa Restaurant
161 W. Wing

Class N (r) Sonesta
3700 N. Wilke

The attached ordinance amending Section 13-502, Fees and Number of Licenses, of the Municipal Code, is necessary to reflect the changes.

ATTACHMENTS:

Description	**Type**
Ordinance Amending Chapter 13-decrease	Ordinance

AN ORDINANCE AMENDING CHAPTER 13 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

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

SECTION ONE: That Section 13-502 of the Arlington Heights Municipal Code, pertaining to the number of liquor licenses, is hereby amended to decrease the number of liquor licenses authorized, with the amended entry for licenses to read as follows:

CLASS OF LICENSE	ANNUAL LICENSE FEE	NUMBER OF LICENSES AUTHORIZED
A	$3,800.00	29
B	$3,700.00	33
E	$2,700.00	13
N (r)	$1,000.00	1
T	no charge	28

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of May, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board
5/15/2023

Item: Ordinance - Code Amendment - Chapter 13 - Alcoholic Liquor Dealers

Department: Village Manager's Office

Ordinance - Code Amendment - Chapter 13 - Alcoholic Liquor Dealers

Porky's BBQ, Inc dba Porky's BBQ located at 41 S. Dunton is seeking a new liquor license following an interview at the Committee of the Whole Meeting May 15, 2023. They are seeking a Class E license.

ATTACHMENTS:

Description	Type
Ordinance - Class E increase	Ordinance

AN ORDINANCE AMENDING CHAPTER 13 OF THE
ARLINGTON HEIGHTS MUNICIPAL CODE

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

SECTION ONE: That Section 13-502 of the Municipal Code of Arlington Heights, pertaining to the number of liquor licenses, is hereby amended to increase the number of Class "E" liquor licenses authorized, with the amended entry for Class "E" licenses to read as follows:

CLASS OF LICENSE	**ANNUAL LICENSE FEE**	**NUMBER OF LICENSES AUTHORIZED**
E	$2,700.00	14

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of May, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board
5/15/2023

Item: Budget Amendment Ordinance - Illinois Attorney General Organized Retail Crime Grant Program

Department: Polcie

The Police Department was awarded $227,750.00 from the Illinois Attorney General's Organized Retail Crime Program for the establishment of a real-time criminal intelligence center on April 14, 2023. Grant awards are disbursed to recipients following execution of the grant agreement, approved by the Village Board on May 1st, 2023. Awarded funds under this grant must be expended on an abridged timeline by June 30, 2023, coinciding with the State of Illinois fiscal year 2023.

Recommendation

It is recommended that the Village Board approve an ordinance amending the Annual Budget of the Village of Arlington Heights for FY 2023 in the amount of $227,750.00 for expenses related to the Illinois Attorney General Organized Retail Crime Grant program award.

ATTACHMENTS:

Description	Type
Ordinance Budget Amendment Illinois AG Organized Retail Crime Grant Program	Ordinance

AN ORDINANCE AMENDING THE ANNUAL BUDGET OF THE VILLAGE OF ARLINGTON HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, by Ordinance 2022-066, the President and Board of Trustees of the Village of Arlington Heights, Illinois adopted the Annual Budget of the Village of Arlington Heights for the fiscal year beginning January 1, 2023, and ending December 31, 2023; and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interest of the Village to adopt an Ordinance amending the Annual Budget;

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

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the President and Board of Trustees.

SECTION TWO: ADOPTION OF AMENDMENT. The Annual Budget shall be, and it is hereby, amended as follows:

Account Being Amended	Original	Amendment Incr./(Decr.)	Revised
101-3001-521650	$526,100	$227,750	$753,850

SECTION THREE: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION FOUR: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS 15th day of May, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board
5/15/2023

Item: Ordinance - Organized Retail Crime Grant (Fusus)

Department: Police

The Police Department was awarded $227,750.00 from the Illinois Attorney General's Organized Retail Crime Program for the establishment of a real-time criminal intelligence center on April 14, 2023. The grant includes a maximum of $150,000 of allowable expenses for intelligence center software and licenses. Awarded funds under this grant must be expended on an abridged timeline by June 30, 2023, coinciding with the State of Illinois fiscal year 2023.

The Police Department spent several weeks researching real-time criminal intelligence software platforms from multiple vendors. Integral to intelligence center software is the ability to integrate video and data collaboration into a single platform, expediting intelligence gathering and initial police response to incidents. A proposal from Fusus, Inc (Peachtree Corners, Georgia) was received for a software management system in the amount of $150,000.00. Fusus, Inc. is the only common operating platform that does not require a complete replacement video cameras, recorders, servers or network equipment at video transmitting locations. Fusus also integrates with the Police Department's current digital evidence, computer aided dispatch and records management system solutions. Fusus is the exclusive distributor of the FususONE software management system in the territory that includes the Village of Arlington Heights.

Recommendation

It is recommended that the Village Board waive the competitive bidding process for the intelligence center software, as a sole source provider, approve the proposal from Fusus, Inc. in the amount of $150,000.00 and authorize the Village Manager to enter into an agreement in accordance with the proposal.

ATTACHMENTS:

Description	Type
Fusus Ordinance	Ordinance

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS OF THE VILLAGE'S PURCHASING POLICIES AND APPROVING AN AGREEMENT WITH FUSUS, INC. OF PEACHTREE CORNERS, GEORGIA FOR THE PURCHASE OF CRIMINAL INTELLIGENCE CENTER SOFTWARE

WHEREAS, the Village Police Department ("Department") desires to employ the use of criminal intelligence center software in the interest of crime deterrence and investigation; and

WHEREAS, the Village has applied for, and received, a $227,750.00 grant from the Illinois Attorney General to assist the Village Police Department in implementing an Organized Retail Crime Grant program ("Grant") of real-time criminal intelligence center in the interest of crime deterrence and investigation; and

WHEREAS, the Grant has allocated $150,000.00 towards necessary intelligence center software; and

WHEREAS, the Village researched and evaluated alternative systems, judging each product using several factors, including technology, interoperability, ease of use, overall performance, and price; and

WHEREAS, the Department has determined that the criminal intelligence software as manufactured by Fusus, Inc., of Pechtree Corners, Georgia ("Fusus"), is the best-performing operational intelligence system and best suited to meet the Village's needs; and

WHEREAS, Fusus has submitted a proposal to provide the Department with intelligence center software, in an amount not to exceed $150,000.00 ("Proposal"); and

WHEREAS, Fusus is the exclusive distributor of FususONE enterprise software management system in the territory that includes the Village; and

WHEREAS, the Village and Fusus now desire to enter into an agreement for the purchase by the Village of intelligence software and licenses for one (1) year, in accordance with the Proposal ("Agreement"); and

WHEREAS, in order to approve the Agreement, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase of the criminal intelligence software; 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 Agreement with Fusus;

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

SECTION 1. RECITALS. The forgoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Council.

SECTION 2. W AIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement and the contract for intelligence center software are hereby waived in accordance with the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The President and Board of Trustees hereby approve the Agreement with Fusus, Inc. in substantially the form attached to this Ordinance as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS 15th day of May, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A
Fusus, Inc. Agreement

fūsus

smash silos. fuse communities.

April 14, 2023

Chief Nicholas A. Pecora, Jr.
Arlington Heights Police Department
200 E. Sigwalt Street
Arlington Heights, IL 60005

Dear Chief Pecora:

Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations. As such, the solution is robust yet fast and cost efficient to deploy and requires minimal supervision on the part of the Department.

FususONE, the Company's flagship enterprise software management system, is the only platform of its kind on the market and there are no comparable market alternatives that meet the specifications set forth in this letter. Accordingly, the product has met the criteria set by every Nationwide Department under contract with Fusus for a sole source procurement methodology.

Referenced in this letter are the components of the Fusus ecosystem. These are: (1) fususONE™, the Real-Time Video and Incident Management Platform, (2) fususCORE™, the appliance used for video sharing, and (3) fususREGISTRY™, the community facing portal for live and recorded video sharing to aid in response and investigations.

The fususONE™ platform offers the following unique capabilities to your Department:

- Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
- Full Integration with Axon Body 3™ Body-Worn Cameras (BWCs) – including capabilities unique to Fusus for correlation of Officer location, BWC recording status, access to BWC live streaming video, user authentication and correlation to other video and alerting assets through the platform.
- Real-time video accessibility to over 1,000 camera and camera software manufacturers, including UAV, Robot, Helicopter and other public safety video assets that may already be in use
- CJIS Compliant Cloud Based Management (AWS Gov Cloud)
- Policy-Based Sharing rules engine including a complete chain of custody report of video access by user
- Real Time Integration with your Department's Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type
- Patented "Dispatch-Directed Payload" digital media payload sharing with assigned Officers for Calls for Service (Patent Number US11368586B2)
- Apple IOS and Android Interoperability for Live View and Sharing of Incident Video, Map Telestration for Team Incident Response and Team Movement Coordination, and a Secure Chat of Digital Media by supervisors to field-based users and groups
- Artificial Intelligence Search (rapid object-based video review) & Sentry (real-time object-based alerting) capabilities
- An Operational Dashboard for monitoring secure chat channels between your and business community stakeholders, social media integration, local and national news channels, daily operational briefs promulgated by the Department, and emergency and safety-related notifications

- A fususALERT™ panic alerting mobile app for Department-designated community member locations for location alerting and policy-based video sharing during critical incidents
- fususNOTIFY™ mass notification capabilities for community SMS alerts
- fususANALYTICS™: Crime and incident heat mapping capabilities to provide location and day of week/time of day frequency analytics over specified search periods for data-driven decision making.

The fususCORE™ offers the following unique capabilities to your Department:

- Encrypted and Secure Tunnel of User selectable video feeds from video sharing locations.
- Auto-Discovery of all cameras on a network, user selectable for sharing with the Department's real-time crime interface, fususONE
- On-Board Pre-Record of Alerts – store and forward methodology optimized for slower camera host networks
- Plug and Play Setup by the video host locations, not requiring project management by the Department
- Interoperability with Existing IP Cameras and NVRs/Servers for items such as helicopter, drone, tactical robot, license plate recognition, and fixed location video
- Health Monitoring of video sharing sites, and exception alerts for priority video sources
- Public Safety-specific cellular interoperability, including First Net
- Artificial Intelligence Based Search & Alert Capabilities for both public and community-owned camera sources

The fususREGISTRY™ portal offers the following unique capabilities to your Department:

- A unique web address owned by your Department for Community Camera Registry
- An intuitive map-based camera registry interface that allows camera owners to share camera location, type, and their contact information with the Department, to aid in investigations
- A secure portal, fususVAULT™, for sharing recorded video from witnesses with the Department and to aid in investigations, plus an SMS Text based (non-APP based) video and photo sharing capability, fususTIPS™
- Aggregation of all live incident views and recorded video into a case file for export to the Department's long-term digital evidence management software (DEMS) system.

This letter documents that the Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products.

Please contact me at (404) 925-5532 should you have any questions with regard to our products and services.

Sincerely,

Anthony Baldoni

Anthony Baldoni
Chief Operating Officer
Fusus, Inc.

cc. CTO, CFO, CEO, Fusus Legal

fūsus

April 14, 2023

Chief Nicholas A. Pecora, Jr.
Arlington Heights Police Department
200 E. Sigwalt Street
Arlington Heights, IL 60005

Subject: Service Agreement Proposal

Dear Chief Pecora,

Fūsus is honored that the Arlington Heights Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for twelve (12) months.

1. Initial Scope of Work: The following fūsus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement.

    a. fūsusONE™: Initial setup, access and training of users to include up to 1,500 data points and 1,500 public/private video feeds
    b. fūsusCORE™: Installation and setup of:
        i. Forty-five (45) fūsusCORE Pro™ Appliances
        ii. Five (5) fūsusCORE Elite AI™ Appliances
    c. fūsusREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
    d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 10TB of videos and still images captured via the fūsusONE™ platform
    e. fūsusOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
    f. fūsusTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
    g. fūsusNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
    h. fūsusAlert™: Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
    i. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
    j. fūsusCONNECT Call-Out: Three (3) months fūsus call-out to businesses within the jurisdiction to assist with camera registration and integration

k. fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
l. fūsusINCIDENT™: Implementation of the Fūsus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
m. fūsusLIVELINK™: Provision of a live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency
n. fūsusOVERWATCH: Allows users the ability to track vehicles and people from one camera to another
o. Remote Configuration of fūsus Core(s)
p. Integration of all current and future video feeds
q. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a. **Payment 1:** Due Upon Contract Signing **$150,000**

Note: Additional fūsusCORE™ appliances and camera streams may be purchased for the following per unit price schedule.

a. CORE Lite: $200/each
b. CORE Lite Extended: $300/each
c. CORE Pro: $600/each
d. CORE Pro Extended: $1,000/each
e. CORE Elite: $4,000/each
f. CORE Elite AI: $5,000/each
g. Additional 500 Streams: $25,000 per year

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

a. fūsusONE™ SaaS
b. Unlimited video alerts, access, and video download
c. fūsusCORE™ warranty and technical support for the life of the agreement
d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
c. Floorplan Integration for designated locations in fūsusONE™
d. Ongoing Integration Services with the CAD System
e. Installation and Technical Phone Support
f. Provide a Full Solution Warranty for the Life of the Agreement

g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

   a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
   b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
   c. Minimum network speed of .5 mb/s per viewed camera for live video sharing through the system.

5. Terms and Conditions:

   The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at https://www.fusus.com/fusus-terms-of-service.

   The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fūsus.com.

Respectfully,

John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____

fūsus

Arlington Heights Police Department

Arlington Heights Police Department
200 E. Sigwalt Street
Arlington Heights, IL 60005

Nicholas A. Pecora Jr.
Chief of Police
npecora@vah.com
847-368-5300

Reference: 20230414-105224557
Quote created: April 14, 2023
Quote expires: June 30, 2023
Quote created by: Jack Howard
Public Safety Advisor
jrh@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise Package SaaS SaaS Subscription to Include 1,500 Data Points/Video Streams and 10 TBs of Cloud Storage	FUSE-E-1-1001	1	$150,000.00 / year	$150,000.00 / year for 1 year
Core Pro Appliance	CORE-P-2001	45	$600.00	$0.00 after $27,000.00 discount
Core Elite AI Appliance	CORE-AI-2001	5	$5,000.00	$0.00 after $25,000.00 discount
			Total	**$150,000.00**

Purchase terms

Questions? Contact me!



Jack Howard
Public Safety Advisor
jrh@fusus.com

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America

Fusus Terms of Service

Terms and Conditions Governing a Subscriber's Use of the Fūsus Software, and all Fūsus Solutions and Services Provided via the Software, including but not limited to the FūsusONE, FūsusREGISTRY, FūsusOPS, FūsusALERT, FūsusTIPS, FūsusNOTIFY, FūsusCORE, FūsusVAULT, FūsusCONNECT and FūsusNOTIFY product offerings.

1. Introduction:

A. Subscribers to the Terms.

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fūsus Inc. ("Fūsus") and you, a user of the Fūsus Software ("Software") and/or a Subscriber to the FūsusONE Real Time Interoperability Solution ("Solution"), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence ("You" or "Subscriber"). These Terms governYour use of the Fūsus Software, the Solution, and all other solutions, services and networks owned or controlled by Fūsus (all of which are included in the definition of "Content" provided in Section 1 below), which are provided to You via the Software. When You accessed this Software, and/or when You registered Your account on the Software ("Account") and/or when You clicked the "AGREED" box on the Software login page, You acknowledged Your understanding of these Terms and Your voluntary consent to be bound by theseTerms.

(1) Individual Subscribers.

If You are an individual, You hereby represent and warrant to Fūsus that You are at least eighteen (18) years of age or and otherwise capable of entering into and performing legal agreements, and that You agree to be bound by the Terms.

(2) Entity Subscribers.

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to Fūsus that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that public, business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that "You" and "Your" will refer to that public, business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

B. Updates to the Terms.

When using the Software, the Solution, and/or any other solutions and/or services provided by Fūsus via the Software, You will be subject to any updates and revisions to these Terms. Fūsus reserves the right, at Fūsus's sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms ("Updates"). Unless otherwise stated in writing by Fūsus, all Updates shall be effective immediately upon posting on the Software, and Your continued use of the Fūsus

Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that Youare current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Fūsus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must periodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time ("Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein,these Terms shall control.

2. CONTENT.

A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Fūsus's other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" ofthe Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Fūsus and those owned by third parties and licensed to Fūsus for use on the Software (collectively, "Trademarks"), and other forms of intellectual property included in the Software, in the Solution, and/or in any other product or solution or service provided by Fūsus. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by Fūsus through the Software is defined and referred to collectively in these Terms as "Content".

B. Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Fūsus or controlled by Fūsus through licenses granted to Fūsus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fūsus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fūsus's copyright ownership of the Content, Fūsus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. "Intellectual Property Rights," as used in these Terms, means any and all rights belonging to Fūsus and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide,in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fūsus, Fūsus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

C. Limited License Granted to You.

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fūsus

grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Software and the Solution (the "Limited License"). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution), and Fūsus reserves the right to suspend or terminate, at any time and for any reason, Your Limited License without any advance notice to You, and without any liability. This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fūsus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.

3. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

A. Your Ownership of Subscriber-Generated Content.

Fūsus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, "Subscriber-Generated Content"). Subject to the rights and license You grant to Fūsus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fūsus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content. (hereinafter, "PII").

B. Fūsus's Enforcement Rights in Subscriber-Generated Content.

You grant Fūsus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Fūsus's cost and expense.

C. Your Representations and Warranties and Your Indemnification Obligations for Your Subscriber-Generated Content.

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber- Generated Content, or You have a lawful right to submit the Subscriber-Generated Content.

4. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT.

DMCA Notice for Copyright Infringement.

Fūsus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes allof the following:

(1) a subject line that says: "DMCA Copyright Infringement Notice"; and

(2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted worksare covered by a single notification, a representative list of such works; and

(3) a description of the location of the infringing material on the Software; and

(4) Your full name, address, telephone number, and e-mail address; and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in themanner complained of is not authorized by the copyright owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, andthat You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

(7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve asYour electronic signature.

Fūsus may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Fūsus may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

B. Mode of Communication.

Fūsus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below:**By Mail:**

Fūsus
ATTN: DMCA Notice
5550 Triangle Pky, Suite 100 Peachtree Corners, GA 30092

By E-Mail:

helpdesk@fusus.com

We may send the information that You provide in Your DMCA Notice to the person who provided theallegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Fūsus's other rights, Fūsus may, in appropriate circumstances, terminate a repeat infringer's access to the Software and any other Software owned or operated by Fūsus.

C. DMCA Counter-Notification regarding Copyright Infringement.

If access on the Software to a work that You submitted to Fūsus is disabled or the work is removed as a resultof a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(1) a subject line that says: "DMCA Counter-Notification"; and

(2) a description of the material that has been removed or to which access has been disabled and thelocation at which the material appeared on the Software before it was removed or disabled; and

(3) a statement made under penalty of perjury that You have a good faith belief that the material wasremoved or disabled as a result of mistake or misidentification; and

(4) Your full name, address, telephone number, e-mail address, and the username of Your Account; and

(5) a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the UnitedStates District Court for the District of Georgia), and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve asYour electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the materialon the Software. You should also be aware that we may forward the DMCA Counter-Notification to the partywho sent us the DMCA Copyright Infringement Notice.

D. Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Fūsus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

(1) a subject line that says: "Intellectual Property Infringement Notice"; and

(2) a description of the intellectual property that You claim has been infringed, or a list of the intellectual

(3) property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and

(4) Your full name, address, telephone number, and e-mail address; and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in themanner complained of is not authorized by the owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, andthat You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

(7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve asYour electronic signature.

Fūsus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorilyto Fūsus with regard to any such notice is subject to suspension or termination. We may send the informationthat You provide in Your notice to the person who provided the allegedly infringing material.

4. YOUR ACCOUNT AT FŪSUS.

A. Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Privacy Policy.

B. Usernames and Passwords.

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

(1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or otherright of any person or entity, or that is offensive (Fūsus may reject the use of any password, username, or email address for any reason in our sole discretion); and

(2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and

(3) You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and

(4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your

computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Software using Your name, username, or password; and

(5) You will immediately notify Fūsus of any unauthorized use of Your Account, password, or username, orany other breach of security; and

(6) You will not sell, transfer, or assign Your Account or any Account rights.

Fūsus shall have no liability for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations.

C. Termination in the Event of Non-appropriation.

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription, after the 30-day notice period through the remainder of the term.

D. Software Access Charges.

Fūsus reserves the right, upon reasonable notice, to charge for access to some or all of the Software, charge for access to premium functionality or Content on some or all of the Software, or require a subscription or registration to access some or all of the Software. Fūsus further retains the right to changethe terms and conditions for accessing the Software or portions of the Software; and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Fūsus may elect to impose (e.g., geographic or demographic limitations). Fūsus may modify,revalue, or make the registration free at its sole discretion without advance notice or liability.

E. Your Use of an Internet Access Device and Third-Party Components.

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Fūsus has no responsibility for such third- party components, services, or Your relationships with such third parties. You agree that You shall at all timescomply with the lawful terms and conditions of Your agreements with such third parties. Fūsus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

F. Wireless Features.

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from

Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You shouldcheck with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that Fūsus has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component.

G. Customer Service.

Fūsus acknowledges the importance of response times for critical systems when technical issues arise. As such, Fūsus shall provide technical support during normal business hours from 9am to 5pm ET, and via an on-call after-hours support team which is available on a 24/7/365 basis. When technical issues arise, Subscriber may contact Fusus Technical Support via phone at: (844) 226-9226 ext. 2 or via email at: helpdesk@fusus.com. Fusus will make every effort in all circumstances to respond to Subscriber technical support inquiries in a timely fashion. For after-hours support requests, Subscriber shall notify Fusus of the priority of their request when it is submitted. The priority shall determine the guaranteed response time as detailed below:

(1) Priority 1 – Technical concerns impacting a single or multiple users that require immediate resolution during critical incidents or major events at the Agency/Organization. Fūsus to return customer's call or email within 2 hours, including holidays and weekends.

(2) Priority 2 – Technical concerns impacting multiple users, non-critical/major events. Fūsus to return customer's call or email within 24 hours.

(3) Priority 3 – Technical concerns impacting a single user, non-critical/major events. Fūsus to return customer's call or email within 1 business day.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

A. You represent and warrant the following in respect of this Agreement:

(1) You have the necessary authority to enter into this Agreement; and

(2) If You are an individual, You are over the age of eighteen; and

(3) You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fūsus Account;

(4) You have provided and will continue to provide true, accurate, current, and complete Accountregistration information; and

(5) You will respect and abide by all of Your obligations under this Agreement, and You will performYour obligations under this Agreement diligently; and

(6) If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with theseTerms,

and You understand, acknowledge, and agree that You are entirely responsible for such complianceby all persons subject to Your control and/or supervision; and

(7) You will comply with all laws and regulations applicable to this Agreement and to the Softwareand Content, include all laws regarding personal rights of privacy and publicity.

B. Expressed Warranty.

Products manufactured by Fūsus are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of Fūsus's products provided as part of the Software as a Service agreement with Subscriber, or purchased by Subscriber for use with their subscription, that Subscriber returns to Fūsus during the period of the initial term of the agreement.

(1) Real-Time Crime Center in the Cloud Subscribers (RTC3): All equipment issued as part of a RTC3 project, including fususCORE™ appliances and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at Fūsus's cost with an appropriate Request to Merchant (RMA) authorization.

(2) Security Operations Center in the Cloud Subscribers (SOC2): All equipment issued as part of a SOC2 project, including fususCORE™ appliances and peripherals, are warranted for one (1) year from the original date of shipment to Subscriber or its authorized reseller. Extended annual warranty periods purchased by Subscriber for coverage after the first year must be purchased prior to the original shipment of hardware to be considered valid. All warrantied hardware will be repaired or replaced at Fūsus's cost with an appropriate Request to Merchant (RMA) authorization.

Fūsus's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at Fūsus's sole option. Fūsus shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become Fūsus property. This warranty does not extend to any product sold by Fūsus which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with installation procedures and instructions furnished by Fūsus, or which has been repaired or altered by persons other than Fūsus or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed.

6. INDEMNIFICATION AND LIABILITY

A. Fūsus shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of Fūsus, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any security breach or other breach of a covenant, representation or warranty made by Fūsus under this Contract; and (iii) use by Fūsus of any intellectual property in connection with the Services (whether such intellectual property is owned by Fūsus or a third party) or the incorporation by Fūsus of intellectual property into the Services.

7. GENERAL PROVISIONS.

A. Severability and Interpretation.

If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and theinvalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement which will remain in full force and effect.

B. Communications.

Whenever You communicate with Fūsus electronically, such as via e-mail, You consent to receive communications from Fūsus electronically. Please note that, except as set forth in the provisions of thisAgreement regarding the DMCA, Fūsus is obligated to respond to inquiries that it receives.

C. Assignment.

Fūsus may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by You, and You may not delegate Your duties underthese Terms, without the prior written consent of an officer of Fūsus.

D. No Waiver.

Except as expressly set forth in this Agreement, no failure or delay by You or Fūsus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

E. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fūsus.

F. Complete Agreement.

This Agreement contains Your entire understanding with Fūsus with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding.

Village Board
5/15/2023

Item: Ordinance - Organized Retail Crime Grant (Flock)

Department: Police

The Police Department was awarded $227,750.00 from the Illinois Attorney General's Organized Retail Crime Program for the establishment of a real-time criminal intelligence center on April 14, 2023. The grant includes a maximum of $42,750.00 of allowable expenses for fixed license plate recognition camera systems. Awarded funds under this grant must be expended on an abridged timeline by June 30, 2023, coinciding with the State of Illinois fiscal year 2023.

On January 3rd, 2023, the Village Board approved and entered into an agreement with Flock Group, Inc. (Atlanta, Georgia) for fixed license plate recognition camera systems under a separate Police Department project. Flock Group Inc., a subsidiary of Axon Enterprises (the Police Department's digital evidence solution), is the only fixed license plate recognition system which seamlessly integrates with that system. Their systems have a strong presence in northwest Illinois with numerous clients, further supporting a robust area-wide network. The expansion of fixed license plate recognition cameras under this new project seeks to target commercial areas to enhance system coverage, deter crime, assist in gathering evidence and increase clearance rates for criminal investigations of retail crimes in furtherance of grant objectives.

Recommendation

It is recommended that the Village Board waive the competitive bidding process for the fixed license plate recognition camera system, approve the proposal from Flock Group, Inc. in the amount of $42,650.00 and authorize the Village Manager to enter into an agreement in accordance with the proposal.

ATTACHMENTS:

Description	Type
Ordinance Illinois AG Organized Retail Crime Grant Program (Flock)	Ordinance

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS OF THE VILLAGE'S PURCHASING POLICIES AND APPROVING AN AGREEMENT WITH FLOCK GROUP, INC. OF ATLANTA, GEORGIA FOR THE PURCHASE OF FIXED LICENSE PLATE RECOGNITION CAMERA SYSTEM

WHEREAS, the Village Police Department ("Department") desires to employ the use of fixed license plate recognition cameras in the interest of crime deterrence and investigation; and

WHEREAS, the Village has applied for, and received, a $227,750.00 grant from the Illinois Attorney General to assist the Village Police Department in implementing an Organized Retail Crime Grant program ("Grant") real-time criminal intelligence center in the interest of crime deterrence and investigation; and

WHEREAS, the Grant has allocated $42,750.00 towards fixed license plate recognitions systems; and

WHEREAS, the Village researched and evaluated alternative brands and equipment of, fixed license plate recognitions systems, judging each product using several factors, including technology, ease of use, overall performance, and price; and

WHEREAS, the Department has determined that the fixed license plate recognition cameras manufactured by Flock Group, Inc., of Atlanta, Georgia ("Flock"), are the best-performing fixed license plate recognition cameras and are best suited to meet the Village's needs; and

WHEREAS, Flock has submitted a proposal to provide the Department with fixed license plate recognition cameras, in an amount not to exceed $42,650.00 ("Proposal"); and

WHEREAS, Flock is the exclusive distributor of its fixed license plate recognition cameras in the territory that includes the Village; and

WHEREAS, the Village and Flock now desire to enter into an agreement for the purchase by the Village of fixed license plate recognition cameras, in accordance with the Proposal ("Agreement"); and

WHEREAS, in order to approve the Agreement, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase of the fixed license plate recognition cameras; 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 Agreement with Flock;

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

SECTION 1. RECITALS. The forgoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Council.

SECTION 2. W AIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement and the contract for fixed license plate recognition cameras are hereby waived in accordance with the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The President and Board of Trustees hereby approve the Agreement with Flock Group, Inc. in substantially the form attached to this Ordinance as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS 15th day of May, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A
Flock Group, Inc. Agreement

Flock Safety + IL - Arlington Heights PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	IL - Arlington Heights PD	Initial Term:	12 Months
Legal Entity Name:	IL - Arlington Heights PD	Renewal Term:	24 Months
Address:	200 E Sigwalt St Arlington Heights, Illinois 60005	Payment Terms:	Net 30
		Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$33,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	11	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	2	$1,300.00
Professional Services - Advanced Implementation Fee	$1,900.00	4	$7,600.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	5	$750.00

Subtotal Year 1:	$42,650.00
Annual Recurring Subtotal:	$33,000.00
Estimated Tax:	$0.00
Contract Total:	$42,650.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$42,650.00
Annual Recurring after Year 1	
Contract Total	$42,650.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/legal/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: IL - Arlington Heights PD**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		PO Number:	_____

Village Board
5/15/2023

Item: Ordinance - Organized Retail Crime Grant (AVI)

Department: Police

The Police Department was awarded $227,750.00 from the Illinois Attorney General's Organized Retail Crime Program for the establishment of a real-time criminal intelligence center on April 14, 2023. The grant includes a maximum of $35,000 of allowable expenses for hardware to support intelligence center operations. Since award notification, the Police Department has spent several weeks soliciting design build and hardware proposals from several different vendors. As each vendor purchases, designs and programs the installation in a different manner, it is not possible to competitively bid this component of the project. Awarded funds under this grant must be expended on an abridged timeline by June 30, 2023, coinciding with the State of Illinois fiscal year 2023.

The Police Department actively researched other law enforcement intelligence centers to gain a better understanding of operational needs and specifications as they related to a real-time criminal intelligence center. A proposal from AVI Systems, Incorporated (Arlington Heights, IL) was received for the design, equipment, integration and hardware support in the amount of $61,634.00. AVI Systems is an audiovisual and unified collaboration technology solution provider based out of Chicago. The proposal provided necessary equipment and configuration for the physical build of the proposed intelligence center. The Police Department also received proposals from Abt Commercial Audio/Video in the amount of $66,289.00 and Constant Technologies, Incorporated for $89,514.16.

Recommendation

It is recommended that the Village Board waive the competitive bidding process for the products and services related to the physical build of the Police Department Intelligence Center and approve the proposal from AVI Systems, Incorporated in the amount of $61,634.00 ($35,000 awarded from the Attorney General Organized Retail Crime Grant Program and the remining $26,634 from the Criminal Investigation Fund 231-30003-511.40-11) and authorize the Village Manager to enter into an agreement in accordance with the proposal.

ATTACHMENTS:

Description	Type
Ordinance Illinois AG Organized Retail Crime Grant Program (AVI)	Ordinance

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS OF THE VILLAGE'S PURCHASING POLICIES AND APPROVING AN AGREEMENT WITH AVI SYSTEMS, INC. OF CHICAO, ILLINOIS FOR THE PURCHASE OF HARDWARE TO SUPPORT INTELLIGENCE CENTER OPERATIONS

WHEREAS, the Village Police Department ("Department") desires to employ the use of real-time criminal intelligence center in the interest of investigation and prosecution of retail crime; and

WHEREAS, the Village has applied for, and received, a $227,750.00 grant from the Illinois Attorney General to assist the Village Police Department in implementing an Organized Retail Crime Grant program ("Grant") of real-time criminal intelligence center in the interest of crime deterrence and investigation; and

WHEREAS, the Grant has allocated $35,000.00 towards necessary hardware to support intelligence center operations; and

WHEREAS, the Village researched and evaluated alternative vendors, judging each propsed design using several factors, including hardware, technology, ease of use, overall performance, and price; and

WHEREAS, the Department has determined that proposal provided by AVI Systems Inc. of Chicago, Illinois ("AVI"), provided the most comprehensive hardware design, implementation and support best suited to meet the Village's needs; and

WHEREAS, AVI has submitted a proposal to provide the Department with equipment and installation, in an amount not to exceed $61,634.00 ("Proposal"); and

WHEREAS, the Village and AVI now desire to enter into an agreement for the purchase by the Village of unified hardware and technology to utilize for intelligence center operations, in accordance with the Proposal ("Agreement"); and

WHEREAS, in order to approve the Agreement, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase of the hardware and technology; 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 Agreement with AVI;

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

SECTION 1. RECITALS. The forgoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Council.

SECTION 2. W AIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement and the contract for hardware to support intelligence center operations are hereby waived in accordance with the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The President and Board of Trustees hereby approve the Agreement with AVI Systems, Inc. in substantially the form attached to this Ordinance as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner as provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS 15th day of May, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A
AVI Systems, Inc. Agreement

Retail Sales Agreement

AVI Systems Inc., 703 West Algonquin Road Arlington Heights, IL, 60005 | Phone: (630)477-2300, Fax: (630)477-2301

Proposal Number: 1182391
Prepared For: Arlington Heights Police Department
Attn: Brian Clarke

Proposal Date: May 05, 2023
Arlington Heights Police Department - Intelligence Center

Prepared By: Ryan Shannon
Phone: 630-709-9303
Email: ryan.shannon@avisystems.com

BILL TO

Attn: Brian Clarke

Arlington Heights Police Department
200 East Sigwalt St
Arlington Heights, IL, 60005
Phone: (847) 368-5000
Email: bclarke@vah.com
Customer Number: AHP003

SITE

Attn: Brian Clarke

Arlington Heights Police Department - Arlington Heights, IL Site
200 East Sigwalt St
Arlington Heights, IL, 60005
Phone: 847-368-5359
Email: bclarke@vah.com

COMMENTS

Brian, please confirm the correct billing information.

PRODUCTS AND SERVICES SUMMARY

Equipment	$38,124.00
Integration	$18,221.00
PRO Support	$3,750.00
Shipping & Handling	$1,539.00
Tax	$0
Grand Total	$61,634.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at http://www.avisystems.com/TermsofSale) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company	**AVI Systems, Inc.** Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

A. SUMMARY

This project involves one room called Project Room 269. The goal of this space is to enable detectives to observe as many as seven different content sources from two PC workstations and view up to five sources of content on five displays mounted on the wall. There will be one primary workstation with up to five feeds, and a secondary workstation with up to two feeds. Audio support is not required, but audio will be carried to the displays via HDMI and will be audible from display speakers. Volume control will be handled on the workstations and the display remote controls. The AHPD has chosen the size and locations of the five displays.

B. SYSTEM INTEGRATION DESCRIPTION

Project Room 269

Displays

- There will be (2) 86" displays on top row and (3) 42" displays on bottom row.
- The sources are (5) Matrix switcher HDMI outputs.

Audio

- The audio will be carried to each display via HDMI and reproduced by the display speakers.
- The audio control will be handled on the workstations, within the applications playing audio, as well as the master volume on display controlled by display remote control.

Video Processing

- A network attached matrix switcher will ingest seven HDMI sources and provide a web GUI to route sources to any of the five displays.
- AHPD will engage their IT staff to provide network access and configuration.

Controls

- There are no control systems included in this project.
- Users will use the display manufacturer provided remote controls to power on/off the displays.

Equipment Rack

- A 12 RU equipment rack will be provided by AVI Systems and located in room under one of the workstation desks.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Description	Qty
43IN 4KUHD WIRELESSPRESENTATIONMNTR DISPLAY 3840X2160 450 NITS 1200:1	3
MEDIUM UNIVERSAL FIXED MOUNT	3
86IN 4KUHD WIRELESSPRESENTATIONMNTR DISPLAY 3840X2160 450 NITS 1200:1	2
Micro-Adjust Tilt Wall Mount, X-Large	2
MTX3-16-M 16x16 8K Flexible Modular Matrix	1
DTAXRD2P-OUT2-F34/STANDALONE- 2 Channel 4K HDR HDMI over HDBaseT 2.0 DSC Output Card with Analog Aud	3
DTAXRC2-IN2-F34/STANDALONE- port 4K60 4:4:4 HDBase-T with audio input Modular card (CSC)	2
H2-IN2-F34/STANDALONE- HDMI 4K 60 4:4:4 Input modular with analog audio card	3
TP-583T 4K HDR HDMI Transmitter with RS232 & IR over LongReach HDBaseT	4
TP-583R 4K HDR HDMI Receiver with RS232 & IR over LongReach HDBaseT	5
12SP27D MOBILE F RACK GE	1
1SP RACKSHELF 11DP	2
3SP ANODIZED DRAWER	1

9OTLT,20A,RKMT PWR,WSRG	1	
Integration		
Project Management		
In Shop Fabrication		
Testing & Acceptance		
Training		
Integration Cables & Connectors		
On Site Integration		
Travel Expense		
Engineering & Drawings		
Sub-Total: Integration		**$18,221.00**
Sub-Total:		**$38,124.00**

PRO SUPPORT:

Model #	Mfg	Description	Qty	Price	Extended
AVISSACUSTOM	AVI SYSTEMS	3 Year System Support Agreement	1.0000	$3,750.00	$3,750.00

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI , its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

Village Board
5/15/2023

Item: Permit Fee Waiver - Arlington Heights Memorial Library

Department: Building & Life Safety

Background
The Arlington Heights Memorial Library is requesting a waiver of permit fees related to their permit to replace the lights in their south parking lot at 500 N Dunton Av.

Estimated Fees: $105.00 (Permit No. 23-740)

Recommendation
It is recommended that the Village Board grant the Arlington Heights Memorial Library a waiver of the permit fees for the replacement of lights in the south parking lot.

ATTACHMENTS:

Description	Type
Ltr. Arlington Heights Memorial Library	Correspondence

Arlington Heights Memorial LIBRARY

▶ adding value in your life

April 25, 2023

Mr. Randy Recklaus
Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

Dear Randy,

The library is looking to replace lights in the library's south parking lot. We've applied for a permit, and the permit number is 23-740. As the library is a governmental entity in the Village, I am requesting a waiver for the permit fees.

I thank you for your consideration and ask that you respond to me at MDriskell@ahml.info.

Kind regards,

Michael Driskell
Executive Director

500 N. Dunton Avenue • Arlington Heights, IL 60004-5966
847-392-0100 • FAX 847-506-2650 • TTY 847-392-1119 • ahml.info

Village Board
5/15/2023

Item: Betty Haag Academy of Music - 3255 N. Arlington Heights Rd. / PC#23-001

Department: Planning & Community Development

Requested Action

Land Use Variation to allow "Music Conservatories or Instruction" in the M-1 District.

Variations Required

None.

Recommendation

A public hearing was held by the Plan Commission on March 22, 2023 where Commissioner Drost moved and Commissioner Green seconded: A motion to recommend to the Village Board of Trustees, approval of PC#23-001, a Land Use Variation to allow "Music Conservatories or Instruction" in the M-1 District.

This recommendation is subject to 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.

Roll Call Vote: Commissioners Drost, Ennes, Green, Jensen, Sigalos, and Acting

Chair Warskow voted in favor. Motion carried.

ATTACHMENTS:

Description	Type
Staff Report	Board or Commission Report
PC Minutes 3/2/23	Minutes
Aerial	Exhibits
Project Summary	Correspondence
Plat of Survey	Exhibits
Floor Plan	Exhibits
Potential Bicycle Parking Installation Locations	Exhibits
Written Response to LUV Justification Criteria	Correspondence
Department Comments - Round 1	Correspondence
Department Comments - Round 1 - Petitioner Response	Correspondence
PC Timeline Tracker	Exhibits

VILLAGE OF ARLINGTON HEIGHTS

STAFF DEVELOPMENT COMMITTEE REPORT

***PC File Number**: 23-001*
***Project Title**: Betty Haag Academy of Music*
***Address**: 3255 N. Arlington Heights Road*
***PINs**: 03-08-102-037-0000, 03-08-102-036-0000*

***To**: Plan Commission*
***Prepared By**: Jake Schmidt, Assistant Planner*
***Meeting Date**: March 22, 2023*
***Date Prepared**: March 17, 2023*

***Petitioner**: Dan Strojny*
Chicagoland Commercial RE
***Address**: 4811 Emerson Avenue Suite 112*
Palatine, IL 60067

***Existing Zoning**: M-1: Research, Development, and Light Manufacturing District*
***Comprehensive Plan**: RD, Mfg, Warehouse*



SURROUNDING LAND USES

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	M-1: Research, Development, and Light Manufacturing District	Office Complex	RD, Mfg, Warehouse
South	M-1: Research, Development, and Light Manufacturing District	Office Building, Self-Storage Facility	RD, Mfg, Warehouse
East	R-6: Multiple Family Dwelling District	Lexington Heritage Townhomes	Moderate Density Multi-Family
West	M-1: Research, Development, and Light Manufacturing District	Office Building	RD, Mfg, Warehouse

Requested Action:

1. Land Use Variation to allow "Music Conservatories or Instruction" in the M-1 District.

Variations Required:

1. None.

Project Background:
The subject property is approximately 232,171 square feet in size and is improved with 5 single-story office buildings served by a 250-space parking lot.

The Betty Haag Academy of Music is an established music instruction organization, with a history of 40 years. The Academy occupied the space in 2022 without obtaining Village approval, resulting in code-enforcement action in November of 2022. The Academy wishes to continue operating from this site. The existing facility is used for music instruction as well as administrative functions for the Academy and the *Magical Strings of Youth* not-for-profit organization. Per the petitioner, there are 5 classrooms offering one-on-one violin instruction, resulting in a maximum number of 5 students and 5 instructors on-site at any given time. Classes are offered at varying times, ranging between 9am and 8pm, Monday through Saturday. The petitioner has confirmed that there would be no group performances on site; group practice takes place at Buffalo Grove High School, with performances at various locations such as retirement facilities and libraries. The Betty Haag Academy of Music would continue to use the space as currently used with no proposed modifications to operations should the Land Use Variation be approved.

Zoning and Comprehensive Plan
The subject property is currently zoned M-1, Research, Development, and Light Manufacturing District. The proposed use is classified as "Music Conservatories or Instruction", which is neither a permitted nor special use within the M-1 District. Therefore, a Land Use Variation is required for the Academy to continue operation, and the petitioner has provided a written response to the four standards necessary for Land Use Variation approval, as included below:

- **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 petitioner has stated that the "Betty Haag Academy of Music will not alter the essential character of the locality and will be compatible with the existing uses and zoning of nearby property because it is primarily an office use. On site meetings are generally one on one and often occur after 3PM during the week." Staff concurs with this statement, as the instruction rooms are situated around the outside perimeter of the tenant space, reducing the potential impact on adjacent tenants. Instruction is also on a one-on-one basis, and limited to violin and piano instruction, which reduces the chance for excessive noise. Lastly, the petitioner has provided an option for sound attention should noise ever become an issue for adjacent tenants.
- **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 petitioner has stated that "ownership has accepted this use because it is not disruptive to other neighbors and has light traffic." Staff notes that demand for general office uses has been declining, and property owners have been increasingly turning to less traditional uses they believe are compatible with other office tenants to fill vacant space. There are additional multiple vacancies within the office complex currently per Petitioner data.
- **The proposed variation is in harmony with the spirit and intent of this Chapter.**
    - The petitioner has stated that "this use is a great fit for the property as it requires no alteration to the space and has proper layout for the tenant. Low impact on property and great fit for

tenant." As the two of the intents of Zoning Code are to promote and protect the public health, safety, morals, comfort and general welfare of the people, and prohibit uses, buildings or structures incompatible with the character of development or intended uses within specified zoning districts, so long as the proposed use does not negatively impact adjacent tenants then the use is harmonious with the spirit and intent of Zoning Code. Staff notes that no concerns have been received from tenants or adjacent properties as part of this petition.

- **The variance requested is the minimum variance necessary to allow reasonable use of the property.**
    - As noted in the point above, the Petitioner has stated that no alterations to the space or site have been required to accommodate this use. Additionally, Staff notes that no other variations have been requested aside from the Land Use Variation.

As such, Staff believes that the criteria required to justify a Land Use Variation have been met.

The Comprehensive Plan designates the site as appropriate for "R&D, Manufacturing, and Warehouse" uses. The proposed Music Conservatory is not compatible with this designation. However, given that the site is primarily occupied by office users, which are permitted uses in the M-1 District, the Staff Development Committee does not take issue with the proposed Land Use Variation.

Building, Site and Landscaping

The petitioner is not proposing any changes to the exterior of the building or the site. As part of this project, Staff has evaluated the condition of site landscaping, and noted multiple deficiencies with respect to the site's approved landscape plan. 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.

Per the Building Department, the peak occupancy load for the tenant space would be 18 persons. As proposed maximum occupancy would be around 10 persons, there should be no issue meeting this safety limitation.

While noise has not been identified as an ongoing concern with the Academy in operation, Staff has requested the Petitioner provide details on a potential sound attenuation system that could be installed should issues with noise arise. The petitioner has provided a catalog cut of sound installation panels, included within the agenda packet as part of the Petitioner's Response to Round 1 Departmental Comments, which would be installed within the walls abutting adjacent tenant spaces. Should noise issues arise as determined by the Village, the proposed sound installation panels shall be installed with 30 days' notice.

Parking and Loading:

The total parking requirement for the proposed facility is based off of the respective uses within the building, broken down by the gross square footage or unit count of each use. The petitioner has provided a current tenant list as part of this project, which Staff has reviewed. Per the provided tenant list, a total of 216 parking

spaces are required by code, with 250 parking spaces provided, resulting in a code-required parking surplus of 34 spaces. Parking calculations are detailed in Table I at the end of this report.

Section 6.12-1 of the Zoning Code states that projects requiring a Plan Commission review do not need to provide a full traffic study if the project:

1. Comprises less than 5,000 square feet in floor area, and;
2. Is located along a major or secondary arterial street as defined by the Village's Thoroughfare Plan.

As the property is located along Arlington Heights Road (designated a major arterial in the Village's Thoroughfare Plan), and the petitioner is proposing no changes to the site or building, the scope of this project falls under the 5,000 square foot threshold outlined in the Zoning Code, and a traffic and parking study is not required. As there is a code required parking surplus on the site, Staff does not have concerns relative to parking availability, and no parking counts were required.

With respect to bicycle parking, the provision of bicycle parking spaces is required when the use of a space changes to a more intense use. For the entirety of the 57,578 square-foot complex, 11 bicycle parking spaces are required. However, per the revised staff and student numbers provided by the petitioner, the proposed use will no longer result in an increase in vehicular parking. As such provision of bicycle parking is not required, though the Petitioner has identified two potential locations for installation of bicycle parking should they elect to meet this requirement. Staff notes that the proposed locations would not impede pedestrian access, remove landscaping, or present potential conflicts between cyclists and vehicles. They are centrally located between clusters of the complex building which would afford easy access for all tenants of the complex.

RECOMMENDATION

The Staff Development Committee (SDC) reviewed the proposed Land Use Variation to allow "Music Conservatories or Instruction" on the subject property, and recommends **approval** of the application subject to 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

_____ March 17, 2023

Michael Lysicatos, Assistant Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads
PC File 23-001

Table I: Code Required Parking

Tenant	Building	Suite	Leased SF	Ratio	Required
First NJ Asset Management, LLC	3265	301	4,794	1/300 SF	16
First NJ Asset Management, LLC	3265	309	7,436	1/300 SF	25
INYXA LLC	3275	401	1,575	1/300 SF	5
VACANT	3275	402	721	1/300 SF	2
Milana Bash	3275	403	721	1/300 SF	2
John Neri Construction Co. Inc	3275	404	763	1/300 SF	3
Levin Advertising Group, LLC`	3275	405	714	1/300 SF	2
Haresh Vaswani	3275	406	729	1/300 SF	2
Maria J. Fournier, D.D.S.	3275	407	2,658	1/200 SF	13
Dr Kordas Pediatric HealthCare	3275	409	1,258	1/200 SF	6
Dr Kordas Pediatric HealthCare	3275	410	1,690	1/200 SF	8
Martin G. Brand, Ltd.	3275	411	1,387	1/300 SF	5
Kessler & Kerinan, P.C.	3255	501	995	1/300 SF	3
Debbie Gross & Associates	3255	502	1,038	1/300 SF	3
VACANT	3255	503-504	1,710	1/300 SF	6
Betty Haag Academy	**3255**	**505**	**2,593**	*	**8**
B. Newberg & N. Zweiban	3255	507	1,136	1/300 SF	4
Live4Lali, Inc.	3255	508	1,020	1/300 SF	3
Accurate Arlington Service Inc.	3255	509	1,768	1/300 SF	6
Sun Clinic	3255	511	607	1/200 SF	3
Harvey M., Wolf Psy.D., CSC, P.C.	3255	512	1,070	1/300 SF	4
Deborah Lancaster	3255	502A	305	1/300 SF	1
Family Medical, Ltd.	3295	101-102	2,088	1/200 SF	10
Family Medical, Ltd.	3295	103	1,058	1/200 SF	5
Windfall Accounting Services	3295	104	1,342	1/300 SF	4
Scheck & Siress Prosthetics Inc.	3295	106	1,394	1/200 SF	7
Childfirst Behavior Therapy	3295	107	958	1/300 SF	3
Childfirst Behavior Therapy	3295	108	1,338	1/300 SF	4
Michael Davidson	3295	109	712	1/300 SF	2
Center for Emotional Wellness	3295	110	1,008	1/300 SF	3
Hair Response, Inc.	3295	111	1,128	1/200 SF	6
Olatunji Chiropractic Corp.	3295	112	845	1/200 SF	4
VACANT	3295	113	1,340	1/300 Sf	4
VACANT	3295	114	460	1/300 SF	2
Family Reslience Group, LLC	3285	201	1,977	1/300 SF	7
Matt Huonder Agency	3285	203	715	1/300 SF	2
Wippman, Gozum & Goldberg, Ltd.	3285	204	2,491	1/300 SF	8
Sleigh Family Chiropractic	3285	206	2,036	1/200 SF	10
Total Square-Footage	57,578				

*1 per employee; 0.5 per student .

TOTAL REQUIRED	**216**
PACES AVAILABLE	**250**
Surplus/Deficit	**34**

APPROVED

PLAN
_____
_____
_____

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

COMMISSION

RE: BETTY HAAG ACADEMY OF MUSIC - 3255 NORTH ARLINGTON HEIGHTS ROAD - PC #23-001
LAND USE VARIATION TO ALLOW "MUSIC CONSERVATORIES OR INSTRUCTION" IN M-1 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 22nd day of March, 2023 at the hour of 7:30 p.m.

MEMBERS PRESENT:

MARY JO WARSKOW, Acting Chairperson
LYNN JENSEN
BRUCE GREEN
GEORGE DROST
TERRY ENNES
JOHN SIGALOS

ALSO PRESENT:

JAKE SCHMIDT, Assistant Planner

ACTING CHAIRPERSON WARSKOW: All right, it is 7:30, so I'm going to call the Plan Commission hearing to order.

(Gavel pounded.)

ACTING CHAIRPERSON WARSKOW: Will everybody please rise and say the pledge?

(Pledge of Allegiance recited.)

ACTING CHAIRPERSON WARSKOW: All right, Jake, can you take roll call please?

MR. SCHMIDT: Commissioner Cherwin.

(No response.)

MR. SCHMIDT: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. SCHMIDT: Commissioner Ennes.

COMMISSIONER ENNES: Present.

MR. SCHMIDT: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. SCHMIDT: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. SCHMIDT: Commissioner Lorenzini.

(No response.)

MR. SCHMIDT: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. SCHMIDT: Commissioner Dawson.

(No response.)

MR. SCHMIDT: Acting Chair Warskow.

ACTING CHAIRPERSON WARSKOW: Here.

All right, so I believe the first order is to make a motion and vote on last, the minutes of last meetings. Can I get a motion for that?

COMMISSIONER GREEN: I'll make a motion for approval.

COMMISSIONER JENSEN: I'll second.

ACTING CHAIRPERSON WARSKOW: All right, all those in favor?

(Chorus of ayes.)

ACTING CHAIRPERSON WARSKOW: Anyone opposed?

(No response.)

ACTING CHAIRPERSON WARSKOW: Anyone abstaining?

COMMISSIONER DROST: Yes, I was not at the meeting so I'm not voting.

ACTING CHAIRPERSON WARSKOW: Okay. All right, so I believe the first petition in front of us and the only petition in front of us today is the Betty Haag Academy of Music.

Do we have the Petitioner here? Is there, are you the only one that will be speaking today?

MR. STROJNY: I'm not sure. We have some other representatives. We have Betty Haag herself here as well to answer questions if needed, but I --

ACTING CHAIRPERSON WARSKOW: Okay, I have to swear people in if they're going to address the, about the petition.

MR. STROJNY: Sure.

ACTING CHAIRPERSON WARSKOW: So, Betty, would you like to come in and get sworn in if you're going to speak? All right, if you'd just raise your right hand?

(Witnesses sworn.)

ACTING CHAIRPERSON WARSKOW: Excellent. Okay, if you could say and spell your last name for us?

MR. STROJNY: My name is Dan Strojny, S-t-r-o-j-n-y.

ACTING CHAIRPERSON WARSKOW: Okay, and go ahead with your presentation.

MR. STROJNY: Well, yes, we're here to, for the variance for occupancy for Betty Haag Academy of Music. She's a tenant of ours at 3255 North Arlington Heights Road, Suite 505. If you'd like, you can give a brief explanation of your company. We just would like that variance for them.

ACTING CHAIRPERSON WARSKOW: Okay.

MRS. HAAG: Well, my school has been in existence for 46 years. In 1976, I started the, I was invited by Dr. Strong of the Arlington Heights School District 25 to start a music program in his district. He asked me to start the children as young as Kindergarten, which was an innovative program in the school at that time because they had only started children at 4th grade.

So, when I initially started the program, there were 16 children in the string program. At the end of the first year, I recruited 200 students. By the end of the second year, we had 700 children in the program. By the third year, the program had received national attention from music educators all over the Midwest. They flocked to the Arlington Heights schools to see who this eccentric woman was who was teaching young children how to play the violin.

So, a referendum failed at that time and they were going to oust the program out of the, the music out of the schools. So, the parents brought a team of lawyers to the school and showed them how they could implement the program into the school system on a fee basis, and they called the program the Music For Youth. It still exists in the Arlington Heights program.

After two years in the Music For Youth program, I started my own school. Even though our school name has never changed, it's still Betty Haag Academy of Music, the curriculum and enrollment has changed because, as you can see, I'm not as young as I was 46 years ago. So, I now have, we were for eight years in the Radcliffe Road off the old Jewish Duman School that was owned by a Korean church. The building became uninhabitable a couple of years ago, so we moved just down the street to the new location which was 3255 North Arlington Heights Road. I thought we were still in the Buffalo Grove area because it was just within walking distance of our Buffalo Grove location.

Everything was wonderful. We had a safe environment for our students and for the parents who came to the school. We have a little over 1,000 square feet that we rent. We have five studios and six teachers. We have a little over 100 students that come on a one-to-one basis with our teachers once a week for lessons.

Three days a week, three days of the week we have, the studios are full. Two days of the week they're empty. The teachers teach no more than four to five hours a day, and they're called independent contractors. Right down the street from us, a few, in the same complex, there's an emotional wellness center that, where a psychiatrist works with young children. Around the corner, there's a pediatrician's office where many, many, many children are

in and out of the office everyday. We have probably fewer students entering our building and in our parking lot than they have because they utilize our area also.

Our school, I think we're all teachers. The psychiatrist is teaching children emotional stability. The pediatrician is teaching the parents how to keep their children healthy and well. I'm teaching violin to students which research has shown that teaching a musical instrument to a child develops the left side of the hemisphere of their brain and makes their IQs much higher.

We've been invited to the White House twice under two presidents. We've played at the Vatican twice for two popes. We've traveled all over the world as musical ambassadors of peace, and the children have done amazing things. Since I started my program in Arlington Heights, it's sort of been full circle. I've come back to where I started and where I will end my career.

So, ever since I've been in the building, we've had a little bit of problems with the zoning which I was not aware of when we moved in. Suddenly, I had a sticker placed on my door one day, and the sticker said I could not enter the premises and I had to vacate within 60 days. I was given no notice of this.

I paid my $190 license fee to the Village of Arlington Heights. I have a receipt to show you, but I never received a license from the Village. We do so want to stay in the same location with our school. Because it's called a school, I think we're all teachers, the doctors are teachers, I am a teacher, the lawyers are teachers, the bookkeeper, the accountants that are next door to us are teachers in some ways.

So, we're hoping that tonight you will approve of our zoning and allow us to stay there. Thank you.

ACTING CHAIRPERSON WARSKOW: All right, is that the end of your presentation?

MR. STROJNY: Yes, we'll go with that.

ACTING CHAIRPERSON WARSKOW: Excellent, thank you very much.

MR. STROJNY: Thank you.

ACTING CHAIRPERSON WARSKOW: All right, Jake, before you get started, have all public notices been given?

MR. SCHMIDT: Yes, they have.

ACTING CHAIRPERSON WARSKOW: Okay, so we'll have the Staff report now.

MR. SCHMIDT: The address of the subject property is 3255 North Arlington Heights Road. The proposed use is classified under the umbrella of Music Conservatories or Instruction. The site is zoned M-1, Research Development and Light Manufacturing District, which does not permit this use. The requested action, therefore, is a land use variation to allow music conservatories or instruction in the M-1 District.

The Comprehensive Plan designates the site as appropriate for R&D, manufacturing and warehouse uses. While the proposed use itself does not comply with this designation, the overall site, being an office complex, does. There are no variations requested or required as part of this petition.

The site is accessible via four driveways, three along Arlington Heights Road and one from the north on Country Lane. The tenant space is located in the southeast corner of the site which is comprised of five buildings total, the subject building being the southern-easternmost.

APPROVED

The Betty Haag Academy of Music is an established music instruction organization with a history going back over 40 years. The academy occupied the space without obtaining Village approval which resulted in code enforcement action in November of 2022. The academy wishes to continue operating from the site. The facility is used for music instruction as well as the administrative functions for the academy and the Magical Strings of Youth, a not-for-profit organization.

No group performances are held at the facility. Group practice takes place at Buffalo Grove High School, and any performances take place at various locations such as retirement facilities or libraries. The Betty Haag Academy of Music would like to continue using the space as is with no changes to their operations as well as no changes to the tenant space for the site.

The facility is comprised of five classrooms which offer one-on-one violin and piano instruction. There would be a maximum of five students and five instructors on site at any given time. Classes take place at various hours ranging from as early as 9:00 a.m. to as late as 8:00 p.m., Mondays through Saturdays.

Staff inspected site landscaping as part of this petition and observed missing trees and landscape parking lot islands, as well as some site landscaping in poor or declining health. The petitioner, which represents property ownership, shall install the landscaping in accordance with the approved site plan, there is an approved site plan for this development, it is a PUD, no later than June 30th of 2023. Should installation of landscaping not take place, the Village will enforce landscaping installation requirements separately by the code enforcement process.

As this is a land use variation, written responses to the land use variation justification criteria were provided. With respect to the first criterion, the Petitioner stated that the Betty Haag Academy is primarily an office use which is why it would not alter the essential character of the locality and be compatible with the existing uses and zoning of nearby properties. They also noted that site meetings and instruction are one on one and often occur after 3:00 p.m. during the week.

Staff notes the instruction rooms are situated around the outside perimeter of the tenant space which limits the potential for noise to intrude into the building. Instruction is also on a one-on-one basis and limited to piano and violin instruction. The Petitioner has also provided an option for sound attenuation should noise ever became an issue for adjacent tenants.

With respect to the second criterion, the Petitioner stated that ownership has accepted this use because it is not disruptive to the other neighbors and has light traffic. Staff notes that demand for general office uses has been declining in recent years. The property owners have increasingly been turning to less traditional uses they believe are compatible with other office tenants in order to fill vacant spaces. There are additional vacancies within the office complex currently per data provided by the Petitioner.

With respect to the third criterion, Petitioner has stated that the use is a great fit for the property, requiring no alterations to the space or site. As two of the intents of Zoning Code are to promote and protect the public health, safety, morals, comfort and general welfare of the people, and prohibit uses, buildings or structures incompatible with the character of development or intended uses within specified zoning districts, the opinion of Staff is so long as the proposed use does not negatively impact adjacent tenants or properties, then the use is harmonious with the spirit and intent of Zoning Code. Staff notes that no concerns have been

received from tenants within the office complex as part of this petition.

With respect to the last criterion, as noted in the previous point, the Petitioner stated that no alterations to the space or site have been required to accommodate the use, and Staff notes that no other variations have been requested aside from the land use variation which we believe satisfies the criterion that the variance requested is the minimum variance necessary.

As mentioned, the Petitioner did provide an option for potential sound attenuation if needed. It would be acoustic panels applied to the wall between the practice rooms and neighboring spaces. Should noise issues arise as determined by the Village, the proposed sound insulation panels shall be installed within 30 days notice.

With respect to parking, there is no deficit on the site. A total of 216 spaces are required, and with 250 spaces in the parking lot, this results in a surplus of 34 parking spaces per code.

There is no traffic and parking study required for a project of this scope, and there is no bicycle parking required as the proposed use does not increase required vehicular parking. That being said, the Petitioner did identify areas they could install bicycle parking if ever needed.

In consideration of these facts, the Staff Development Committee recommends approval of the petition subject to three conditions, the first being that 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 30th of 2023. Should installation of landscaping not take place, the Village will enforce landscape installation via the code enforcement process. The second is that should noise issues arise as determined by the Village, the proposed sound insulation panels shall be installed with 30 days notice. The last is that the Petitioner shall comply with all federal, state, and Village codes, regulations and policies.

This concludes my presentation. If there are any questions, I'm happy to answer.

ACTING CHAIRPERSON WARSKOW: Okay, let's have a vote on the Staff report.

All those in favor, say aye.

COMMISSIONER DROST: Yes, I'll make a motion --

ACTING CHAIRPERSON WARSKOW: Oh, sorry.

COMMISSIONER DROST: -- to accept the Staff report.

COMMISSIONER GREEN: I'll second that.

ACTING CHAIRPERSON WARSKOW: Okay, now let's vote to approve the Staff report. All in favor, say aye.

(Chorus of ayes.)

ACTING CHAIRPERSON WARSKOW: Any opposed?

(No response.)

ACTING CHAIRPERSON WARSKOW: Okay, Staff report carries and is now in record.

Quick question, I forgot to ask while you were up. Have you read the three conditions of approval?

MR. STROJNY: The ones he just presented? Yes.

ACTING CHAIRPERSON WARSKOW: Yes.

MR. STROJNY: Yes.

ACTING CHAIRPERSON WARSKOW: And you're in agreement with those?

MR. STROJNY: Absolutely.

ACTING CHAIRPERSON WARSKOW: Okay, good. That's all I needed. All right, I'm going to start with questions to my fellow Commissioners. Why don't we start with Commissioner Sigalos?

COMMISSIONER SIGALOS: Yes, I have a question. I was present at the previous Conceptual Plan Review.

MR. STROJNY: Yes.

COMMISSIONER SIGALOS: And so, I'm really in favor of this. My question here says that the Petitioner shall install landscaping and bring that up to code requirements. Petitioner being Betty Haag Academy of Music?

MR. STROJNY: No, we as the property management would take care of that.

COMMISSIONER SIGALOS: Okay, I want to make that clear.

MR. STROJNY: Yes. Oh, yes.

COMMISSIONER SIGALOS: So, you're doing that, not at their expense.

MR. STROJNY: Absolutely, yes.

COMMISSIONER SIGALOS: Okay. All right, then have there been any complaints about music from, they've been there now, what, a couple of years since 2020 I understood?

MR. STROJNY: Yes.

COMMISSIONER SIGALOS: So, have there been any other complaints of noise or whatever? I mean, this is strictly, if I remember correctly, violin and piano? No horns or whatever?

MR. STROJNY: Yes, we as the property management have never, have not heard anything from any of the neighbors at all, no.

COMMISSIONER SIGALOS: Okay, no, I think it's, I think it's great. I think what you do at Betty Haag is great, and so I'm in favor of the project.

ACTING CHAIRPERSON WARSKOW: Commissioner Ennes?

COMMISSIONER ENNES: Mr. Strojny, are you, you're the owner or the property manager?

MR. STROJNY: Property manager with Chicagoland Commercial.

COMMISSIONER ENNES: Chicagoland Commercial. You have a, so this tenant has been in there two years and isn't properly zoned for your property?

MR. STROJNY: Well, we did not know that the zoning was required for that use because it was, we were --

COMMISSIONER ENNES: Are you a broker?

MR. STROJNY: No, I'm just a property manager.

COMMISSIONER ENNES: Okay, were you involved in the lease?

MR. STROJNY: No.

COMMISSIONER ENNES: You weren't. Your property has a reputation of putting people in there that aren't zoned for it.

MR. STROJNY: Is that right?

COMMISSIONER ENNES: Yes. Other ones have come here and then puts us in a spot.

MR. STROJNY: Sure.

COMMISSIONER ENNES: Now, this is, I think, I agree, I think this is a good use, but as brokers, you ought to pay better attention to who you're putting into those buildings. You put them at financial risk.

MR. STROJNY: Sure, understood.

COMMISSIONER ENNES: But, no, I think it's a good use.

ACTING CHAIRPERSON WARSKOW: Commissioner Drost?

COMMISSIONER DROST: Yes. Jake, how did the red sticker appear on the door? What's the story behind that if nobody complained?

MR. SCHMIDT: The Betty Haag Academy had applied for a business license, which was rejected because it didn't comply with zoning requirements. We began working with Chicagoland Commercial Real Estate to bring this into compliance, and there was a lengthy delay in response and action taken to remedy the situation, at which time we involved code enforcement in order to have them apply for the land use variation and continue the process.

COMMISSIONER DROST: Yes, and in the testimony of Ms. Haag, it indicated she had paid the license fees. Is there something that we need to know about the issuance of license fees in our governmental office?

MR. SCHMIDT: Can you clarify the question? Do you mean --

COMMISSIONER DROST: Well, the question is if you pay the money and don't get a license, what happened?

MR. SCHMIDT: I'm not sure of the finer intricacies of business license issuance and whether or not a fee is nonrefundable or repaid if an application is denied.

COMMISSIONER DROST: Well, maybe that's, you know, something that you can investigate so that other people don't have to wait two years before they find out that they're in a nonconforming use.

MR. SCHMIDT: Certainly. To clarify, 2022 is when this took place, not 2020. So, one year.

COMMISSIONER DROST: Oh, was it one year? Okay, well, it's a period of time and it's a surprise. So, the question then is, where I'm located, our business is on Dunton, and there is a House of Rock that is on Campbell and it's across the street from the Chase Bank. Can you clarify that the zoning from House of Rock is rocking and the Betty Haag Academy is kind of screeching along?

MR. SCHMIDT: I'm not sure off the top of my head. That is an existing business that might be allowed by --

COMMISSIONER DROST: Yes, but I'm just, I'm curious because, you know, and I think we're going to go to the greater point and that is looking at our zoning just to make sure that we're trying to keep it upgraded. You know, from just a pedestrian point of view, it's almost a like type situation and, you know, one is violating the law and the other one is still there. Maybe the question can't be answered but it's a point I'm trying to make.

MR. SCHMIDT: Yes. Music conservatories and instruction are allowed in the Village, they're not completely prohibited uses. This being a Manufacturing District, it's not allowed. The Manufacturing District is not intended for this particular type of use. It's more of a Business District use.

So, if it is a music instruction school like the one on South Arlington Heights Road, I forget the name, just south of downtown --

COMMISSIONER DROST: Yes, and there's one on Arthur, and then there's something called Metropolis, you know, Metropolis Performing Arts.

WWW: Something like that.

COMMISSIONER DROST: You know, which also has some musical, and I think the Haag Academy was either performing there or had some --

MRS. HAAG: A long time ago, I sold my school to Roosevelt University and they promised that it would be, our school would be put out on the Roosevelt campus is Schaumburg. But instead, the president of the university retired and a new president came in with a different vision for our school. He basically didn't want to, it was a school for children, especially three-year-olds in the school.

So, they put us in the Metropolis building and I stayed in the Metropolis building. We taught for, my contract was five years, at that point I left and that's when we moved to the Radcliffe location.

I assure you that we're not a rock school.

COMMISSIONER DROST: No.

MRS. HAAG: Our children play on violins that are this size up to full size. They make very little noise but beautiful music. It's a wonderful place. I wish you could all visit our concerts and see what the children do.

I have a mother here who has a disability child who came to our school. I want her to speak to you.

ACTING CHAIRPERSON WARSKOW: Okay, we'll have a public comment section, so we'll just finish up with the comments and questions from the Commissioners, and then we'll open it up to the public.

MRS. HAAG: Thank you.

COMMISSIONER DROST: Yes, and what I'm trying to do is put some of this into the record so, you know, it's more for the Village Board of Trustees as they ultimately vote on it. So, the questions are in the record. All right, I think I'm done.

ACTING CHAIRPERSON WARSKOW: Okay, thank you.

Commissioner Green?

COMMISSIONER GREEN: Oh, I could build on that a little bit. Is it the Building Department that red tagged this business?

MR. SCHMIDT: Yes.

COMMISSIONER GREEN: And supposedly there was, instead of just red tagging, could there have been a letter or a phone call that would explain the situation? In other words, I'm offering a little bit of my feeling here.

MR. SCHMIDT: Yes. There was communication with property management about what needed to be done and resolved.

COMMISSIONER GREEN: But none with the tenant?

MR. SCHMIDT: We had been in contact with the tenant.

COMMISSIONER GREEN: No, I mean, it sounds like the red tag shows up and the business is done anyway --

MR. SCHMIDT: Promptly after the tag appeared, we received communication from the property owner and the process began to bring the business into compliance. So, we did not completely stop them from operating. They have been continuing to operate since this process has begun.

COMMISSIONER GREEN: Well, that's encouraging. Thank you. That's

enough for now, thank you.

ACTING CHAIRPERSON WARSKOW: Commissioner Jensen?

COMMISSIONER JENSEN: Yes, just to be clear, so the Petitioner is actually the Chicagoland Commercial RE?

MR. SCHMIDT: Correct.

COMMISSIONER JENSEN: So, they are the ones responsible for handling and upgrading of the landscaping to code.

MR. SCHMIDT: Correct.

COMMISSIONER JENSEN: So, the academy doesn't really have any responsibility to do anything other than academy, is that what I'm understanding?

MR. SCHMIDT: Yes.

COMMISSIONER JENSEN: I think it's a great, you know, it's a great use of this facility and then I certainly am in favor of granting this variance.

ACTING CHAIRPERSON WARSKOW: Okay, and that just leaves it to me. I'm also very in favor. I had a Music For Youth child playing cello from Kindergarten to 4th grade, so thank you so very much for that program.

I will now open it up for public comment and I'm going to start on this side of the room. So, whoever would like to come up and speak, we ask that you state your name, spell your last name, and you can provide your address if you so choose. Come on up.

PUBLIC COMMENT FOR PC #23-001

MS. DOW: My name is Charlene Dow, the last name is D-o-w. I don't know that I need to say anything because it feels like you're all on Mrs. Haag's side. But my son is adopted from China, he was a two-pound preemie, and Mrs. Haag has been instructing him since he was five years old. She has been very generous with her partnership with Mrs. Gavin, they have scholarships of over $8,000 over the years. He actually was just on the news, NBC just had a special on him because he was allowed to be there during rehab and he was playing a violin for all the patients.

So, it's a beautiful organization that Mrs. Haag has built over the years and I'm very thankful for her. So, we'd appreciate letting her stay in the space and not have to move all those pianos again and disrupt her business. So, thank you.

ACTING CHAIRPERSON WARSKOW: Thank you.

Is there anyone else who would like to come up and speak? Again, state your name and spell your last name please.

MS. LAURIE: Hi, my name is Alina Laurie, L-a-u-r-i-e. This is my daughter.

MS. HECKARD: Hi, I'm Rosemary Heckard and my last name is spelled H-e-c-k-a-r-d.

ACTING CHAIRPERSON WARSKOW: Thank you.

MS. LAURIE: And my daughter Rosemary, she's a student with Mrs. Haag. We live in Arlington Heights, so we wanted to come and to say thank you for supporting her petition. I also just wanted to make sure that the variation is granted for as long as she is a tenant there. Is that how it works? So, I just wanted to speak out for that. So, as long as she decides to stay with that property management company and in that building, that the variation is in place.

MS. HECKARD: And I want to say that as a student of Mrs. Haag's, I completely support her petition for her academy.

ACTING CHAIRPERSON WARSKOW: Thank you very much.

Anybody else on this side of the room?

(No response.)

ACTING CHAIRPERSON WARSKOW: All right, anybody on the other side of the room?

(No response.)

ACTING CHAIRPERSON WARSKOW: All right, having no one else indicated they'd like to speak, I'm going to close the public comment portion.

MR. SCHMIDT: I would like to --

ACTING CHAIRPERSON WARSKOW: Okay?

MR. SCHMIDT: I would like to read one comment we received in writing.

ACTING CHAIRPERSON WARSKOW: Oh, yes, thank you.

MR. SCHMIDT: This is by an individual by the name of Michael Mache. I live in Lexington Heritage townhome community which backs up to the Betty Haag studio. My backyard and back of the house looks at the studio, so it's basically right next to the studio and entrance to the office space, separated by a privacy fence and some bushes.

Since they opened, we have noticed a considerable increase in car traffic and people traffic in and out through the parking lot. Additionally, we can hear the music playing even inside our house. Our HOA, when the neighborhood was constructed, put a privacy fence up along the entire exterior of the neighbor, and the office complex has three old half-dying arborvitaes along the fence. My concern is that they opened illegally without the correct zoning and now seems to be receiving favorable treatment to allow them just to stay in there.

I definitely think they need to put up a noise barrier inside the space and look at updating the landscaping to have a taller barrier to account for the increased traffic. We would prefer to not bother the police with noise complaints if this matter can just be addressed right away. We strongly request for them to install sound-proofing for this zoning adjustment to be made.

ACTING CHAIRPERSON WARSKOW: Thank you.

Okay, now we'll close public commentary. I would like to ask though, is a single resident's concern addressed like that, is that enough to initiate that second condition?

MR. SCHMIDT: If there's complaints by other individuals, it would be significant enough to do so, but --

ACTING CHAIRPERSON WARSKOW: Okay.

MR. SCHMIDT: -- not one on its own and if Staff can't confirm the validity of the issue, at that point I don't think we'd initiate that provision. It would only be initiated if there were multiple complaints received or if we're able to confirm that there is noise at very audible levels emanating from the space.

ACTING CHAIRPERSON WARSKOW: Okay, thank you.

COMMISSIONER SIGALOS: Can I ask a question? Are there operable windows that are in this building that allows the sound to go outside to the surrounding neighbor?

ACTING CHAIRPERSON WARSKOW: Yes, if you want to come up and verbally answer that?

MR. STROJNY: There are operable windows, yes.

COMMISSIONER SIGALOS: So, maybe that would be a suggestion, that they don't open the windows and then not have to add any cost to provide the sound absorbing insulation onto the walls.

MRS. HAAG: The teachers don't open the windows. We have air conditioning in the building.

COMMISSIONER SIGALOS: Right.

MRS. HAAG: It's wonderful, there's no need to open the windows because the outside traffic to the other buildings is quite noisy. So, we would have no reason to open our window.

COMMISSIONER SIGALOS: No, I'm just concerned how a neighbor outside would be, you know, complaining about the noise or the music but the neighbors within the building aren't complaining. So, it doesn't make sense.

MRS. HAAG: Is anyone complaining? I couldn't --

COMMISSIONER SIGALOS: No, nobody was complaining is what I heard from Jake, that there was no complaints from the tenants.

MRS. HAAG: I was going into the school a few months ago, and the attorney whose offices right butts up against our last music room asked me if this was a music school. I said yes, oh, I'm so sorry, are we disturbing you? He said no, as a matter of fact I want to start my granddaughter, but he said I never hear any music coming out of there, so I wasn't sure if you taught music.

COMMISSIONER SIGALOS: Yes. No, that's great.

MRS. HAAG: So, we really have had no complaints since we've been there.

ACTING CHAIRPERSON WARSKOW: Right. You did have, you know, the one letter that Jake just read, so just to make you aware there is now one complaint on record.

COMMISSIONER ENNES: Jake, if I can ask you about that letter? He complained about car traffic in that parking lot, too? Is that --

MR. SCHMIDT: Yes, he did note that there's increased car and person traffic.

COMMISSIONER ENNES: Okay, I mean, it's an office complex.

ACTING CHAIRPERSON WARSKOW: But, you know, as Jake said, that one letter won't initiate anything but, you know, I'm sure the Village will be back in communication if they hear anything else from anyone else.

MR. STROJNY: One of the neighboring, the townhouses next to your spaces.

MRS. HAAG: And he said our windows were open?

MR. STROJNY: No, he said that he could hear there's more traffic, more car traffic, people traffic and --

MRS. HAAG: Yes, but it isn't for our school. We can hardly find a place to park actually. It's from the emotional wellness office and the pediatrician's office around the corner since they've increased their business considerably. We can hardly find a spot to park in our own area. Our parents have to park around the corner, it's not our parking.

COMMISSIONER DROST: Yes, the parking was a surplus, wasn't it, Jake?

MR. SCHMIDT: Correct.

COMMISSIONER DROST: You have 30 spaces.

MR. SCHMIDT: Correct.

ACTING CHAIRPERSON WARSKOW: Okay. All right, thank you very much.

Are there any last comments or questions from Commissioners?

COMMISSIONER DROST: I'll make the motion if that's okay.

ACTING CHAIRPERSON WARSKOW: Okay.

A motion to recommend to the Village Board of Trustees approval of PC #23-001, a Land Use Variation to allow 'Music Conservatories or Instruction' in the M-1 District.

This recommendation is subject to 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.**

COMMISSIONER GREEN: Second.
ACTING CHAIRPERSON WARSKOW: Okay, call roll.
MR. SCHMIDT: Commissioner Drost.
COMMISSIONER DROST: Aye.
MR. SCHMIDT: Commissioner Ennes.
COMMISSIONER ENNES: Yes.
MR. SCHMIDT: Commissioner Green.
COMMISSIONER GREEN: Yes.
MR. SCHMIDT: Commissioner Jensen.
COMMISSIONER JENSEN: Yes.
MR. SCHMIDT: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. SCHMIDT: Acting Chair Warskow.
ACTING CHAIRPERSON WARSKOW: Yes.

So, there you go, you have a unanimous recommendation from the Plan Commission for your petition. As you probably know, we're only a recommending body. The Village Board is the one that would actually approve your petition.

Jake, is there a date set for the Village Board?

MR. SCHMIDT: Not yet, we're still evaluating, but it will be on the first available.

ACTING CHAIRPERSON WARSKOW: Okay, so someone will be in communication with you when you appear before the Village Board, but thank you and good luck.

MRS. HAAG: Thank you very much.

COMMISSIONER DROST: Is the school allowed to operate now? I mean, until this process is over?

MR. SCHMIDT: Yes, we've allowed them to continue operating while they undergo the process.

COMMISSIONER JENSEN: Sounds good.
COMMISSIONER GREEN: Sounds good to me.

ACTING CHAIRPERSON WARSKOW: All right, so now we'll open up for public commentary not related to the petition before us tonight.

GENERAL PUBLIC COMMENT

MS. CAYER: Melissa Cayer speaking. What do you think about the International Plaza?

ACTING CHAIRPERSON WARSKOW: It's not something that I think the Plan Commission is going to make comment on.

MS. CAYER: Thank you.

COMMISSIONER GREEN: Thank you.

ACTING CHAIRPERSON WARSKOW: All right, no other?

(No response.)

ACTING CHAIRPERSON WARSKOW: I will close the public commentary again then.

Do we have any other business tonight?

MR. SCHMIDT: We do not.

ACTING CHAIRPERSON WARSKOW: All right, so do I have a motion for adjournment?

COMMISSIONER GREEN: I'll make a motion to adjourn.

COMMISSIONER SIGALOS: I'll second.

ACTING CHAIRPERSON WARSKOW: All in favor?

(Chorus of ayes.)

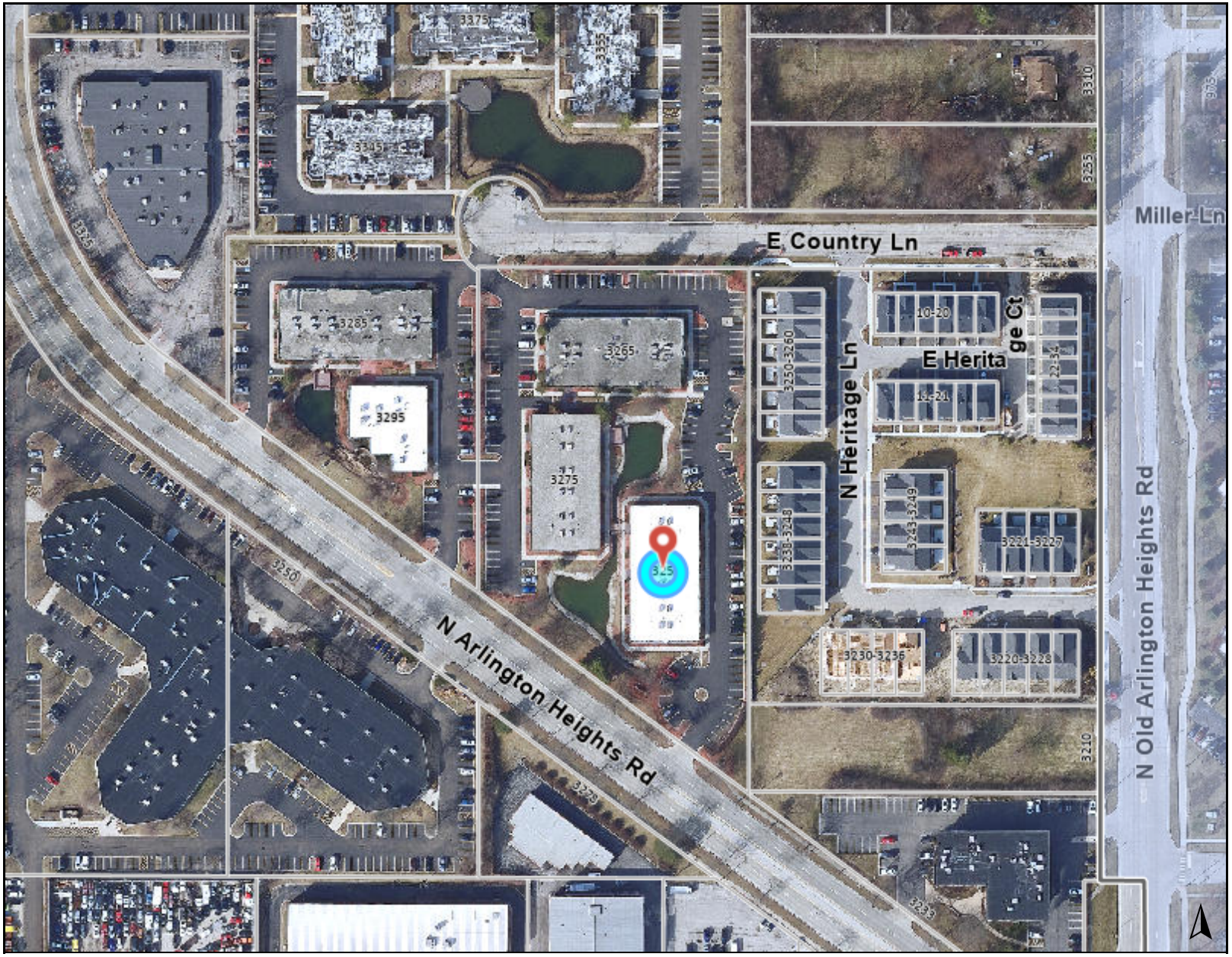
ACTING CHAIRPERSON WARSKOW: Any opposed?

(No response.)

ACTING CHAIRPERSON WARSKOW: Meeting adjourned.

(Whereupon, at 8:07 p.m., the public hearing on the above-mentioned petition was adjourned.)

GISConsortium | Aerial



Legend

0 300 600 ft

Print Date: 8/24/2022

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Betty Haag Academy of Music
3255 N. Arlington Rd., Arlington Heights

November 17, 2022

To whom it may concern

I believe there is a misunderstanding regarding operating my business at 3255 North Arlington Heights Rd. in Arlington Heights.
This letter is an attempt to help you understand that the name, "Betty Haag Academy of Music", has not changed over 46 years, although the enrollment and curriculum has.
In 1976 I was hired by the Arlington Heights school district to implement a string program starting at the Kindergarden level, based on the Suzuki method. By the end of the third year we had 700 children playing violin, when a referendum failed, and the string program was to be dismissed.
We organized the "Music for Youth" program which still exists at the present time providing children with music instruction in the Arlington Heights District.
After teaching in the "Music for Youth "program there was a demand from parents to start my own school.
At that time my enrollment was over 400 students, which included all instruments.
At the present time our school is only teaching violin and a few piano students.
During the Pandemic we moved to an online format which many of the teachers are still continuing.

Our studios are used for the following:
1. Private violin lessons on a one-to-one bases for a half hour period.
2. There are no concerts or group classes conducted on our premises.
3. We rent BGHS orchestra room for repertoire classes to prepare students
for concerts given at Senior Citizen homes, libraries, Christmas Concert and Annual Spring concert.
4. Our school teaching office space is also utilized to administrate the "Magical Strings of Youth" NFP entity which provides scholarships and special outside events for 80% of our students through the generosity of The Paul Galvin Memorial Foundation.

Please refer to our dally office usage:
Mondays through Saturdays:
Office 1 - 13x15 / 208 sq.ft.
Monday, Tuesday, Wednesday
4pm till 7pm
Saturday 10am-2pm

Office 2 - 19x14 / 182 sq.ft
Monday through Friday 3pm -7pm
Saturday 10am-2pm

Office 3 - 17x 14 / 238 sg.ft
Monday through Friday 4pm-7pm
Saturday 12pm -2pm

Office 4 - 10x15 / 169 sq.ft.
Monday, Tuesday 4pm -7pm

Office 5 - 16x13 / 221 sq.ft
Tuesday, Wednesday 4:30pm - 8pm
Saturday 10:30am - 1pm

I hope this letter clarifies the mission of our school and that we will be allowed to remain on the premises until the end of the lease in August 2023.

Betty Haag-Kuhnke, Director

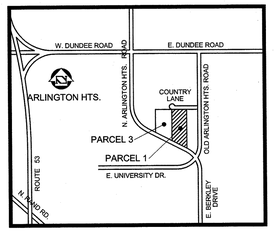
ALTA/NSPS
... LAND TITLE SURVEY ...
PARCEL 1

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.

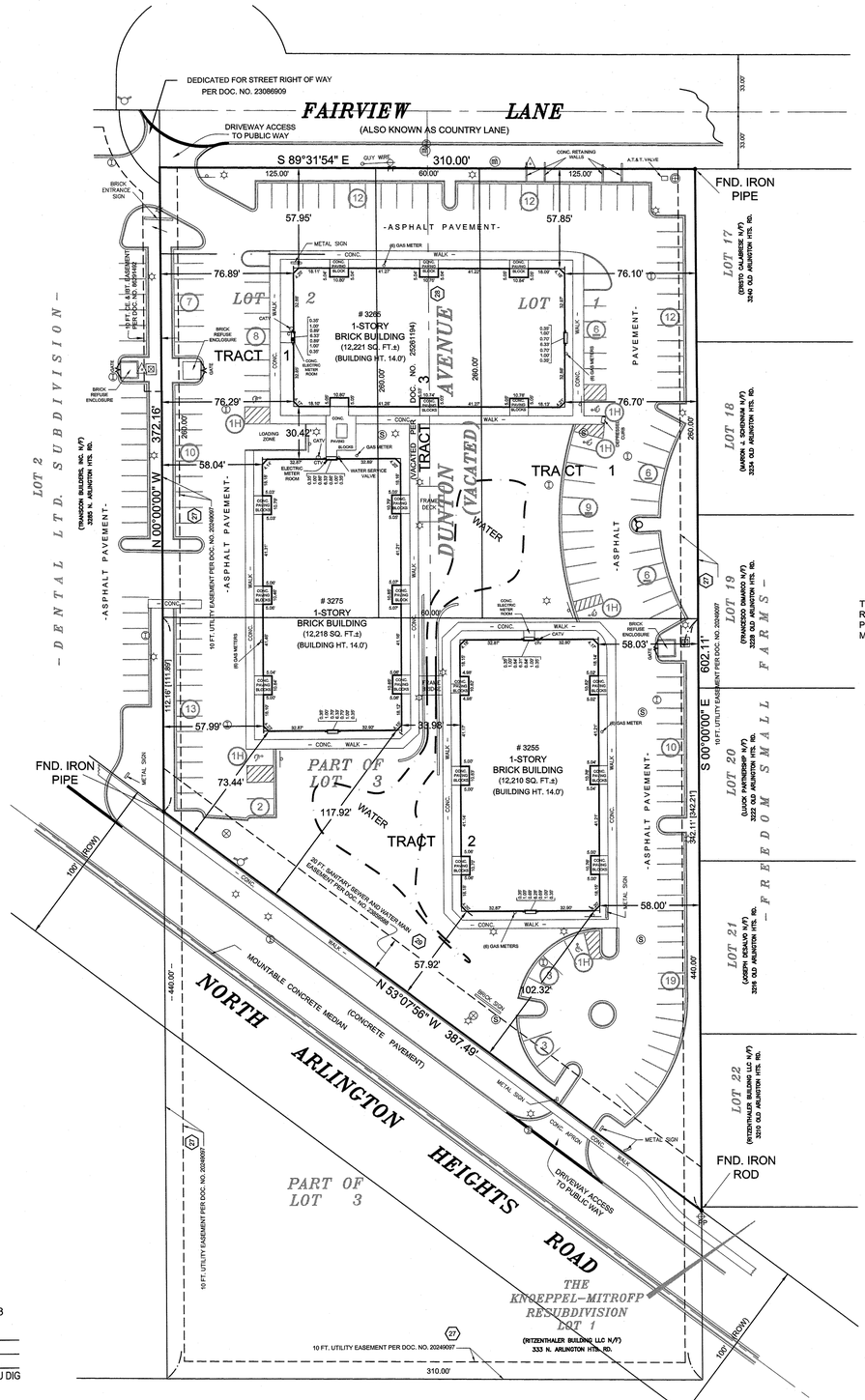
TRACT 3:
THAT PART OF VACATED DUNTON AVENUE VACATED BY DOCUMENT 25261194 DATED OCTOBER 1, 1979 AND RECORDED NOVEMBER 29, 1979 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE AFORESAID LOT 1; THENCE WEST ALONG AN EXTENSION LINE OF THE AFORESAID LOT 1 FOR 60.00 FEET MORE OR LESS, TO 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.

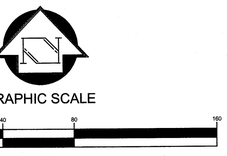
PROPERTY CONTAINS: 151,011 SQ. FT. (3.467 ACRES), MORE OR LESS.



... VICINITY MAP ...
(NOT TO SCALE)
INDICATES SITE LOCATION

LEGEND	
	SANITARY SEWER LINE (Flow)
ST	STORM SEWER LINE (Flow)
W	WATER LINE
T	UNDERGROUND TELEPHONE CABLE
E	UNDERGROUND ELECTRIC CABLE
G	UNDERGROUND GAS LINE
L	UNDERGROUND LIGHT CABLE
F/O	UNDERGROUND FIBER OPTICS LINE
O/E	OVERHEAD ELECTRIC LINE
X	FENCE LINE
	CONCRETE CURB & GUTTER
	DEPRESSED CURB
S	SANTARY SEWER MANHOLE
C	EXISTING COMBINED SANITARY/STORM MANHOLE
E	ELECTRIC MANHOLE
T	TELEPHONE MANHOLE
SM	STORM SEWER MANHOLE
W	WATER MANHOLE
TF	TRAFFIC MANHOLE
	WATER VALVE IN VAULT
	WATER VALVE
	STORM SEWER INLET
	STORM SEWER CATCH BASIN
	FIRE HYDRANT
	TRANSFORMER BOX/PAD
	TRAFFIC SIGNAL
	GAS LINE MARKER
G	GAS METER
	GUY ANCHOR
E	ELECTRIC METER
	BUFFALO BOX
	LIGHT
PP	POWER POLE
HH	HAND HOLE
	SOIL BORING
	TELEPHONE BOX / PAD
GV	GAS VALVE
	SIGN
	HANDICAP PARKING SPACE
	DECIDUOUS TREE
	EVERGREEN
	BUSH/HEDGE
	PINE TREES
x695.25	EXISTING GROUND ELEVATION
690	EXISTING CONTOUR GRADE
[253.00']	RECORDED DISTANCE





THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING DEEDS, EASEMENTS, RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS, ADJOINERS AND/OR OTHER DOCUMENTS THAT MIGHT EFFECT TITLE TO THE PROPERTY DEPICTED HEREON WAS APPLIED FROM CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 18006785NC, DATED MARCH 28, 2018, AS PROVIDED TO THE SURVEYOR BY THE CLIENT, TITLE COMPANY AND/OR THEIR REPRESENTATIVE(S).

(27) Utility easements and the provisions relating thereto contained in the Plat of Fairview Land Subdivision recorded as Document No. 20249097.
(Affects Parcel 1 - The East 10 feet of Lot 1, the West 10 feet of Lot 2 and the East and West 10 feet of Lot 3)
IS PLOTTED AND SHOWN ON SURVEY TO THE EXTENT POSSIBLE AND PRACTICAL.

(28) Rights and easements for the benefit of the Village of Arlington Heights and of public and quasi-public utilities, if any, in said vacated Denton Avenue, as reserved pursuant to ordinance of vacation recorded November 29, 1979 as document number 25261194.
(Affects Parcel 1 - Tract 3)
IS PLOTTED AND SHOWN ON SURVEY TO THE EXTENT POSSIBLE AND PRACTICAL.

(29) Easement in favor of Village of Arlington Heights, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 23859586.
(Affects the Southwesterly 20 feet of Parcel 1 - Tract 2)
IS PLOTTED AND SHOWN ON SURVEY TO THE EXTENT POSSIBLE AND PRACTICAL.

(30) Covenants and restrictions , relating to area and number of buildings to be erected on the Land contained in the deed recorded as Document No. 12915484 and 12915485.
(Affects Parcel 1).
IS NOT PLOTTED OR SHOWN ON SURVEY (DOCUMENT IS ILLEGIBLE)

NOTES:
1. Dimensions on the plat are expressed in feet and decimal parts thereof. Bearings are assumed and used to denote angles only.
2. Information on survey based on Chicago Title Insurance Company Title Commitment No. 18006785NC with an effective date of March 28, 2018.
3. Common Address: 3255, 3265 & 3275 N. Arlington Heights Rd. Arlington Heights, IL 60004
4. P.I.N. 03-08-102-037-0000.
5. Zoning: P.U.D. (Planned Unit Development.) (Zoning Report not provided to the Surveyor)
6. No party walls to adjoining properties were observed.
7. There was no observable evidence of earth moving work, building construction or building additions within recent months.
8. There were no changes in street right of way lines either completed or proposed and available from the controlling jurisdiction. There was not evidence of recent street or sidewalk construction or repairs.
9. There is no observable evidence of site being used as a solid waste dump, sump or sanitary land fill.
10. Parking Count: 138 Regular Parking Spaces
6 Handicap Parking Spaces
144 Total Parking Spaces

STATE OF ILLINOIS }
COUNTY OF WILL } ss.

TO: Arlington Office Fund, LLC;
Chicago Title Insurance Company;
TIAA, FSB, a federal savings bank, its successors and assigns

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 10(b), 11, 14 and 18 of Table A thereof. The fieldwork was completed on May 16, 2018.
Date of Plat or Map: May 29, 2018

D. WARREN OPPERMAN
3152
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
MOKENA, IL

Dated: JUNE 7TH, A.D. 2018
JOSEPH A. SCHUDT & ASSOCIATES (184-001172)

BY: _____
D. Warren Opperman
Illinois Professional Land Surveyor No. 3152 (exp. 11-30-18)

CONTACT JULIE AT 811 OR 800-892-0123
WITH THE FOLLOWING INFORMATION
COUNTY-NAME COOK COUNTY
CITY / TOWNSHIP ARLINGTON HEIGHTS
SEC & 1/4 SEC No. NW 1/4 SECTION 8-42-11
811 Know what's below. Call before you dig.
48 HOURS (2 working days) BEFORE YOU DIG

UTILITY LOCATION:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ORDINARY UTILITY SERVICE DROPS OR CONNECTIONS ARE NOT LOCATED OR SHOWN ON SURVEY.

FLOOD NOTE:
By graphic plotting only, this property is in zone "X" unshaded of the Flood Insurance Rate Map, Community Panel No. 17031C0063 J which bears an effective date of August 19, 2008 which is areas determined to be outside 0.2% Annual Chance floodplain.

No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

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Joseph A. Schudt & Associates
9455 ENTERPRISE DRIVE, MOKENA, ILLINOIS, 60449
PHONE: 708-720-1000 FAX: 708-720-1065
e-mail: survey@jaseng.com http://www.jaseng.com
CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

06-07-18
06-06-18
05-29-18
08-09-07
07-11-07

M:\2007\07-006\07-006-014\dwg\2017 07-006-014 update

ALTA/NSPS

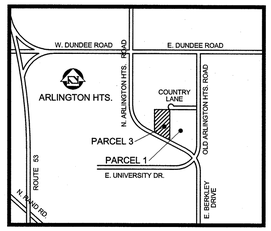
... LAND TITLE SURVEY ...

PARCEL 3

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:

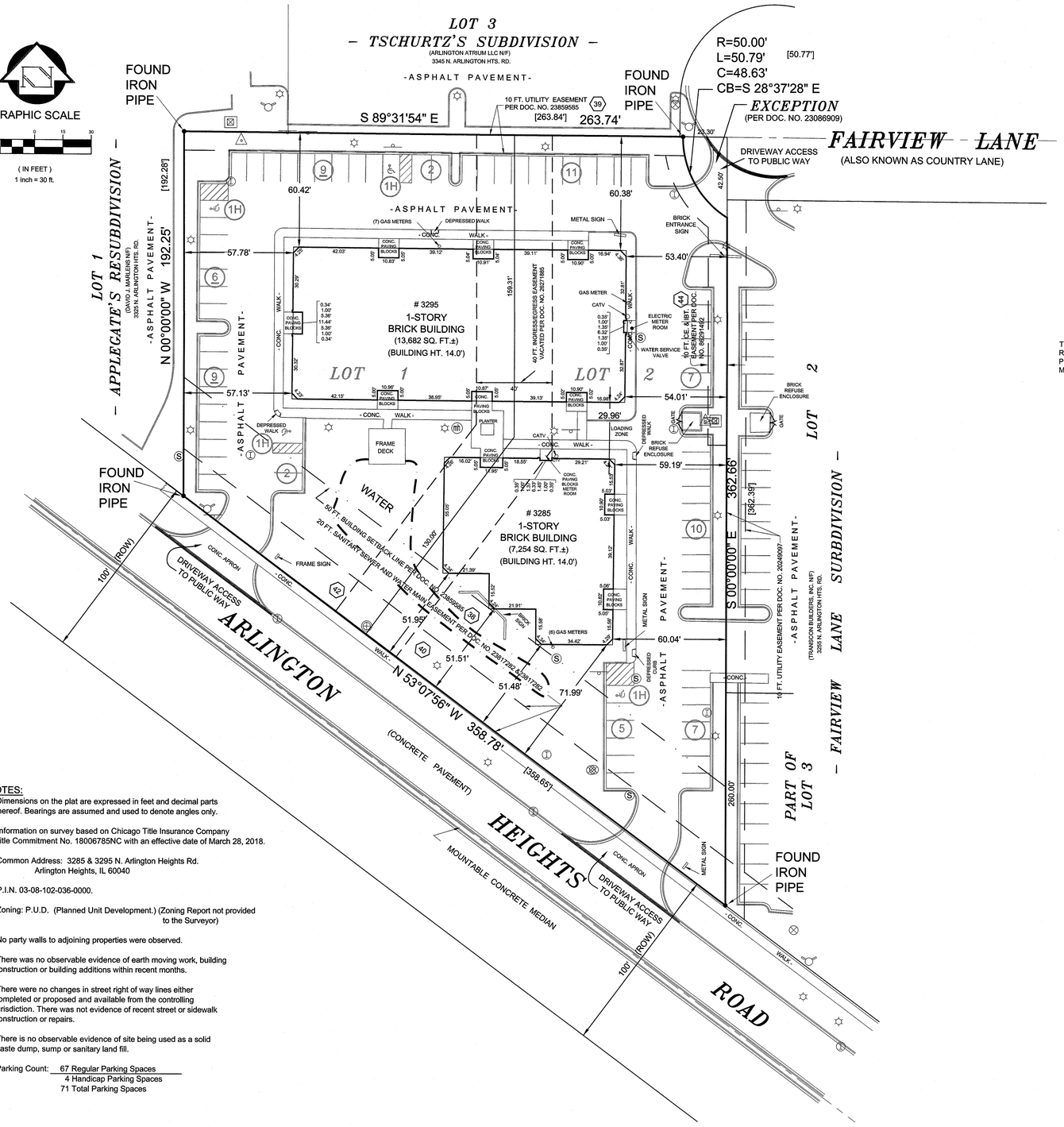
BEGINNING AT THE NORTHEAST CORNER OF LOT 2; THENCE WEST ALONG AN EXTENSION OF THE CENTER LINE OF FAIRVIEW LANE FOR 23.30 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50 FEET AND WHOSE TANGENT FORMED AN ANGLE OF 90 DEGREES TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED 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.

PROPERTY CONTAINS:
85,034 SQ. FT. (1.952 ACRES), MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)
INDICATES SITE LOCATION

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.



LEGEND

	SANITARY SEWER LINE (Flow)
ST	STORM SEWER LINE (Flow)
W	WATER LINE
T	UNDERGROUND TELEPHONE CABLE
E	UNDERGROUND ELECTRIC CABLE
G	UNDERGROUND GAS LINE
L	UNDERGROUND LIGHT CABLE
F/O	UNDERGROUND FIBER OPTICS LINE
O/E	OVERHEAD ELECTRIC LINE
X	FENCE LINE
	CONCRETE CURB & GUTTER
	DEPRESSED CURB
S	SANTARY SEWER MANHOLE
C	EXISTING COMBINED SANITARY/STORM MANHOLE
E	ELECTRIC MANHOLE
T	TELEPHONE MANHOLE
S	STORM SEWER MANHOLE
W	WATER MANHOLE
TS	TRAFFIC MANHOLE
	WATER VALVE IN VAULT
	WATER VALVE
	STORM SEWER INLET
	STORM SEWER CATCH BASIN
	FIRE HYDRANT
	TRANSFORMER BOX/PAD
	TRAFFIC SIGNAL
	GAS LINE MARKER
	GAS METER
	GUY ANCHOR
	ELECTRIC METER
	BUFFALO BOX
	LIGHT
	POWER POLE
HH	HAND HOLE
	SOIL BORING
	TELEPHONE BOX / PAD
GV	GAS VALVE
	SIGN
	HANDICAP PARKING SPACE
	DECIDUOUS TREE
	EVERGREEN
	BUSH/HEDGE
	PINE TREES
x695.25	EXISTING GROUND ELEVATION
690	EXISTING CONTOUR GRADE
[253.00']	RECORDED DISTANCE

NOTES CORRESPONDING TO SCHEDULE B

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING DEEDS, EASEMENTS, RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS, ADJOINERS AND/OR OTHER DOCUMENTS THAT MIGHT EFFECT TITLE TO THE PROPERTY DEPICTED HEREON WAS APPLIED FROM CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 18006785NC, DATED MARCH 28, 2018, AS PROVIDED TO THE SURVEYOR BY THE CLIENT, TITLE COMPANY AND/OR THEIR REPRESENTATIVE(S).

38 Building Line(s) as shown on the Plat of Dental, Ltd. Subdivision recorded as Document No. 23859585.
(Affects Parcel 3 - The Southwesterly 50 feet of Lots 1 and 2)
IS PLOTTED AND SHOWN ON SURVEY TO THE EXTENT POSSIBLE AND PRACTICAL.

39 Public utility easement and the provisions relating thereto contained in the Plat of Dental, Ltd. Subdivision recorded as Document No. 23859585.
(Affects Parcel 3 - The North 10 feet of Lots 1 and 2)
IS PLOTTED AND SHOWN ON SURVEY TO THE EXTENT POSSIBLE AND PRACTICAL.

40 Sanitary sewer, water main and appertenances easement and the provisions relating thereto contained in the Plat of Dental, Ltd. Subdivision recorded as Document No. 23859585.
(Affects Parcel 3 - The Southwesterly 20 feet of Lots 1 and 2)
IS PLOTTED AND SHOWN ON SURVEY TO THE EXTENT POSSIBLE AND PRACTICAL.

41 Covenants, conditions and restrictions contained in the agreement recorded as document number 23859586, relating but not limited to, "Owners agree not to object to any special assessment for public improvements that Village may cause to be made in regard to Arlington Heights Road, which street abuts and is contiguous to the South and West boundary line of said real estate."
(Affects Parcel 3)
IS NOT PLOTTED OR SHOWN ON SURVEY (UNPLOTTABLE) (BLANKET IN NATURE)

42 Easement in favor of Village of Arlington Heights, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 23817282.
(Affects the Southwesterly 20 feet of Parcel 3)
IS PLOTTED AND SHOWN ON SURVEY TO THE EXTENT POSSIBLE AND PRACTICAL.

43 Terms, provisions and conditions of the release of claims and liability from construction and maintenance of retention basin recorded June 19, 1986 as document number 86250797.
(Affects Parcel 3)
IS NOT PLOTTED OR SHOWN ON SURVEY (UNPLOTTABLE) (BLANKET IN NATURE)

44 Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 86291492.
(Affects Lot 2 of Parcel 3 - See recorded instrument for particulars)
IS PLOTTED AND SHOWN ON SURVEY TO THE EXTENT POSSIBLE AND PRACTICAL.

NOTES:

1. Dimensions on the plat are expressed in feet and decimal parts thereof. Bearings are assumed and used to denote angles only.
2. Information on survey based on Chicago Title Insurance Company Title Commitment No. 18006785NC with an effective date of March 28, 2018.
3. Common Address: 3285 & 3295 N. Arlington Heights Rd. Arlington Heights, IL 60040
4. P.I.N. 03-08-102-036-0000.
5. Zoning: P.U.D. (Planned Unit Development.) (Zoning Report not provided to the Surveyor)
6. No party walls to adjoining properties were observed.
7. There was no observable evidence of earth moving work, building construction or building additions within recent months.
8. There were no changes in street right of way lines either completed or proposed and available from the controlling jurisdiction. There was not evidence of recent street or sidewalk construction or repairs.
9. There is no observable evidence of site being used as a solid waste dump, sump or sanitary land fill.
9. Parking Count: 67 Regular Parking Spaces
4 Handicap Parking Spaces
71 Total Parking Spaces

STATE OF ILLINOIS }
COUNTY OF WILL } SS.

TO: Arlington Office Fund, LLC;
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Date of Plat or Map: May 29, 2018

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CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

06-07-18
06-06-18
05-29-18
08-09-07
07-11-07

Sheet 3 of 4
0706–012

M:\2007\07-00\07-006-013\dwg\2017 07-006-013 UPDATE

Exhibit "A"
Suite 505
2,593 SF

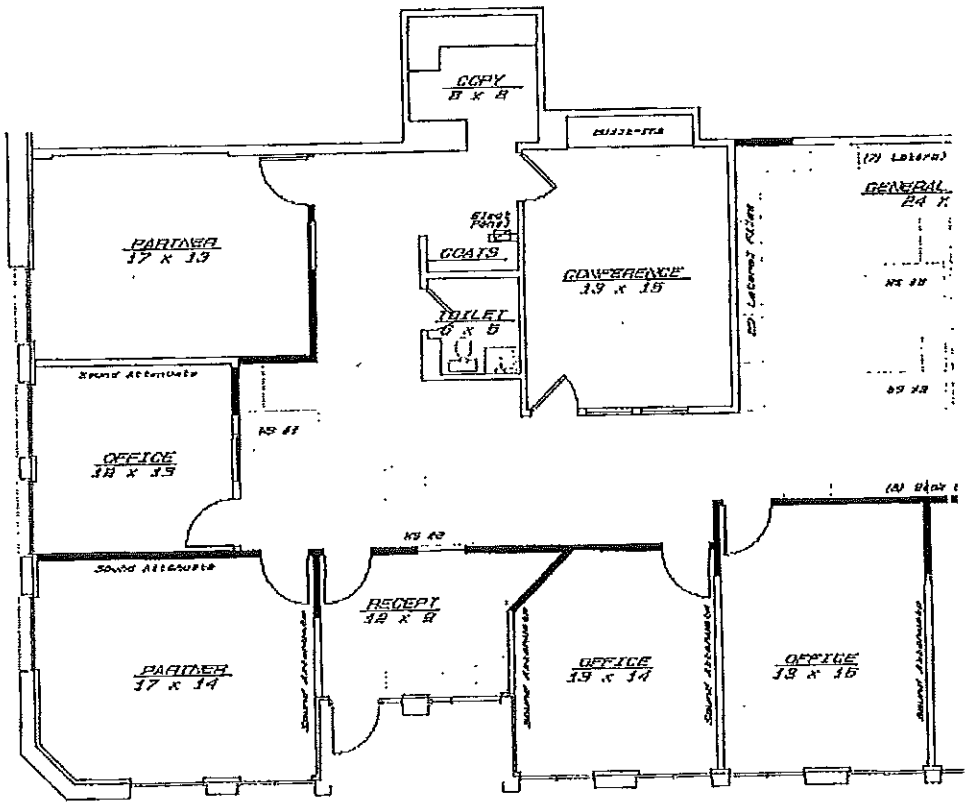
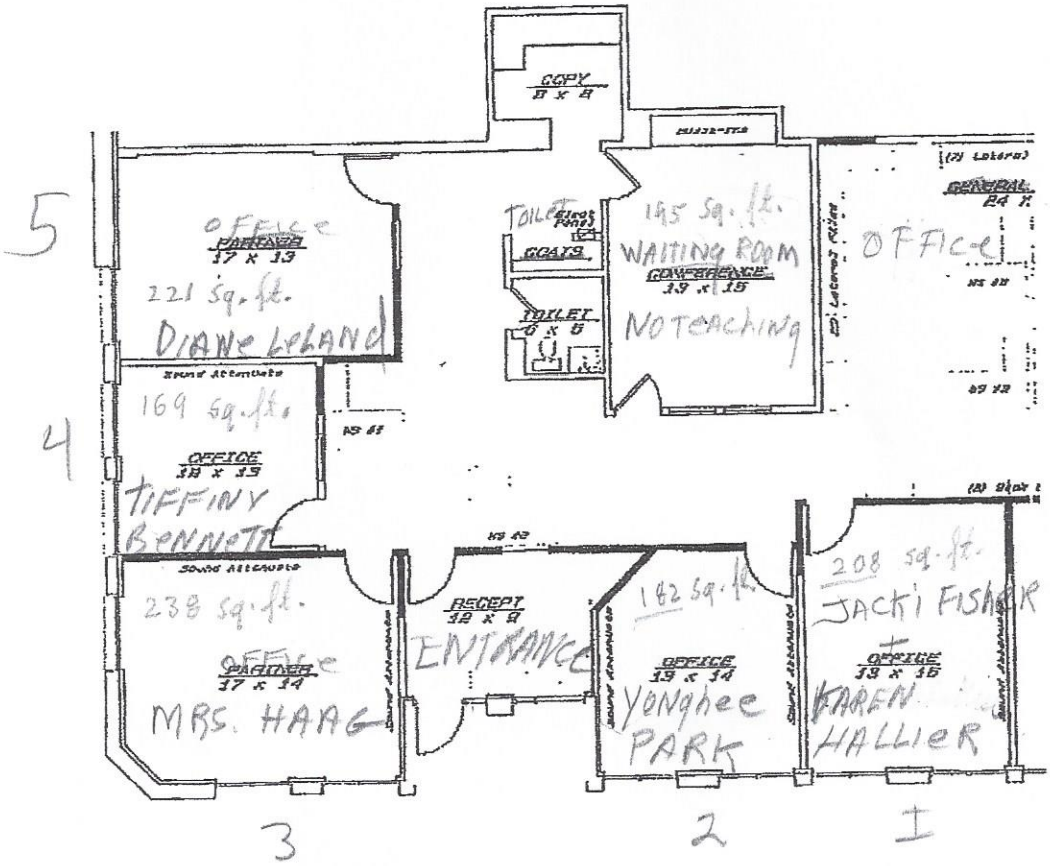
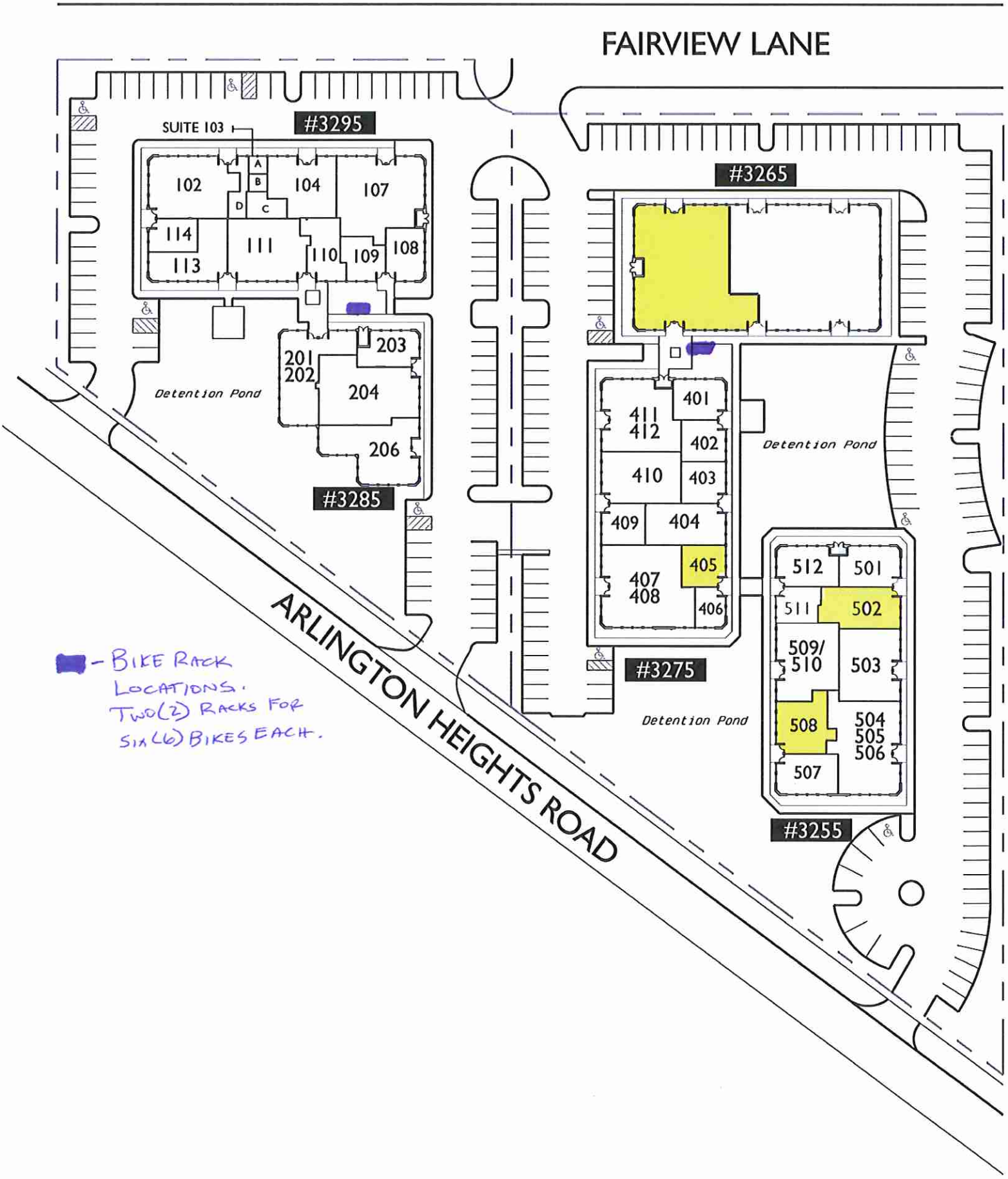


Exhibit "A"
Suite 505
2,593 SF




FAIRVIEW LANE
SUITE 103
#3295
102
A
B
D
C
104
107
114
113
111
110
109
108
Detention Pond
201
202
203
204
206
#3285
#3265
401
411
412
402
410
403
409
404
405
407
408
406
#3275
Detention Pond
512
501
511
502
509/
510
503
508
504
505
506
507
#3255
Detention Pond
ARLINGTON HEIGHTS ROAD
- BIKE RACK LOCATIONS. TWO(2) RACKS FOR SIX(6) BIKES EACH.

3255 N Arlington Heights Rd. Suite 505

Betty Haag Academy of Music Land Use Variation Justification

1. Betty Haag Academy of Music will not alter the essential character of the locality and will be compatible with the existing uses and zoning of nearby property because it is primarily an office use. On site meetings are generally one on one and often occur after 3PM during the week.
2. Ownership has accepted this use because it is not disruptive to other neighbors and has light traffic.
3. This use is a great fit for the property as it requires no alteration to the space and has proper layout for the tenant. Low impact on property and great fit for tenant.
4. The variance requested is the minimum variance necessary to allow reasonable use of the property.

ENGINEERING DEPARTMENT

3

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 23-001
Petitioner: Betty Haag Academy of Music

Owner: Arlington Office Fund, LLC

Contact Person: Dan Stroiny
Address: 4811 Emerson Ave. Suite 112

Phone #: 847-246-9610
Fax #:
E-Mail: dan@chicagolandcommercial.com

P.I.N.# 03-08-102-037
Location: 3255 N Arlington Heights Rd. Suite 505
Rezoning: _____ Current: _____ Proposed: _____
Subdivision: _____
# of Lots: _____ Current: _____ Proposed: _____
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: ✔ For: Music Instruction

Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: _____
# of Units Total: _____
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

1. PUBLIC IMPROVEMENTS REQUIRED:	YES	NO	COMMENTS
a. Underground Utilities			
Water		NO	
Sanitary Sewer			
Storm Sewer			
b. Surface Improvement			
Pavement			
Curb & Gutter			
Sidewalks			
Street Lighting			
c. Easements			
Utility & Drainage			
Access			

2. PERMITS REQUIRED OTHER THAN VILLAGE:
   a. MWRDGC ____ b. IDOT ____
   c. ARMY CORP ____ d. IEPA ____
   e. CCHD ____

	YES	NO	COMMENTS
3. R.O.W. DEDICATIONS?			
4. SITE PLAN ACCEPTABLE?			
5. PRELIMINARY PLAT ACCEPTABLE?			
6. TRAFFIC STUDY ACCEPTABLE?			
7. STORM WATER DETENTION REQUIRED?			
8. CONTRIBUTION ORDINANCE EXISTING?			
9. FLOOD PLAIN OR FLOODWAY EXISTING?			
10. WETLAND EXISTING?			

GENERAL COMMENTS ATTACHED

PLANS PREPARED BY: N/A
DATE OF PLANS: _____

Director / Village Engineer — 1/24/23 Date

PLAN COMMISSION PC #23-001
Betty Haag Academy of Music
3255 N Arlington Heights Rd
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.

1/24/23

Michael L. Pagones, P.E. Date
Village Engineer

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Betty Haag Academy of Music
3255 N Arlington Heights Rd Suite 505

Round 1 Review Comments **01/25/2023**

1. **Character of use:**
   The character of use is consistent with the area and is not a concern.

2. **Are lighting requirements adequate?**
   Lighting should be up to Village of Arlington Heights code. The exterior of the building should be illuminated especially during nighttime hours for safety, to deter criminal activity and increase surveillance/visibility- potentially reducing theft, trespassing, vandalism, underage drinking, and other criminal activity.

3. **Present traffic problems?**
   There are no traffic problems at this location.

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.

   - Landscaping should provide open sightlines to increase natural surveillance and avoid creating ambush locations and havens for illegal activities- theft, trespassing, vandalism, underage drinking, drug use, etc.

AO #330
Alexandra Ovington, Crime Prevention Officer
Community Services Bureau

Approved by:
583
Supervisor's Signature

Planning & Community Development Dept. Review

February 2, 2023

REVIEW ROUND 1

Project: Betty Haag Academy of Music
3255 N. Arlington Heights Road

Case Number: PC 23-001

General:

1. The written response to Land Use Variation Justification Criteria is acceptable.
2. The following approvals are required:
    - Land Use Variation to allow "Music Conservatories or Instruction" in the M-1 District.
3. Please provide details on potential soundproofing options to be installed should issues with noise arise.
4. Bicycle parking is required. Please identify the location and number of any existing bicycle parking spaces, or show a proposed location for bike racks. 11 bicycle parking spaces are required by code for the site.

Prepared by:

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

7A

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C._____
Petitioner: Betty Haag Academy of Music
Owner: Arlington Office Fund, LLC
Contact Person: Dan Strojny
Address: 4811 Emerson Ave. Suite 112
Phone #: 847-246-9610
Fax #: _____
E-Mail: dan@chicagolandcommercial.com

P.I.N.# _____
Location: 3255 N Arlington Heights Rd. Suite 505
Rezoning: _____ Current: _____ Proposed: ____
Subdivision: _____
# of Lots: _____ Current: _____ Proposed: ____
PUD: _____ For: _____
Special Use: _____ For: _____
Land Use Variation: ✓ For: Music Instruction
Land Use: _____ Current: _____
Proposed: _____
Site Gross Area: _____
# of Units Total: _____
1BR: 2BR: 3BR: 4BR:

(Petitioner: Please do not write below this line.)

LANDSCAPE & TREE PRESERVATION:

	YES	NO
1. Complies with Tree Preservation Ordinance	N/A	
2. Complies with Landscape Plan Ordinance		
3. Parkway Tree Fee Required (See below.)		X

Comments:

The landscaping must be consistent with the approved plan as part of ordinance 88-052.

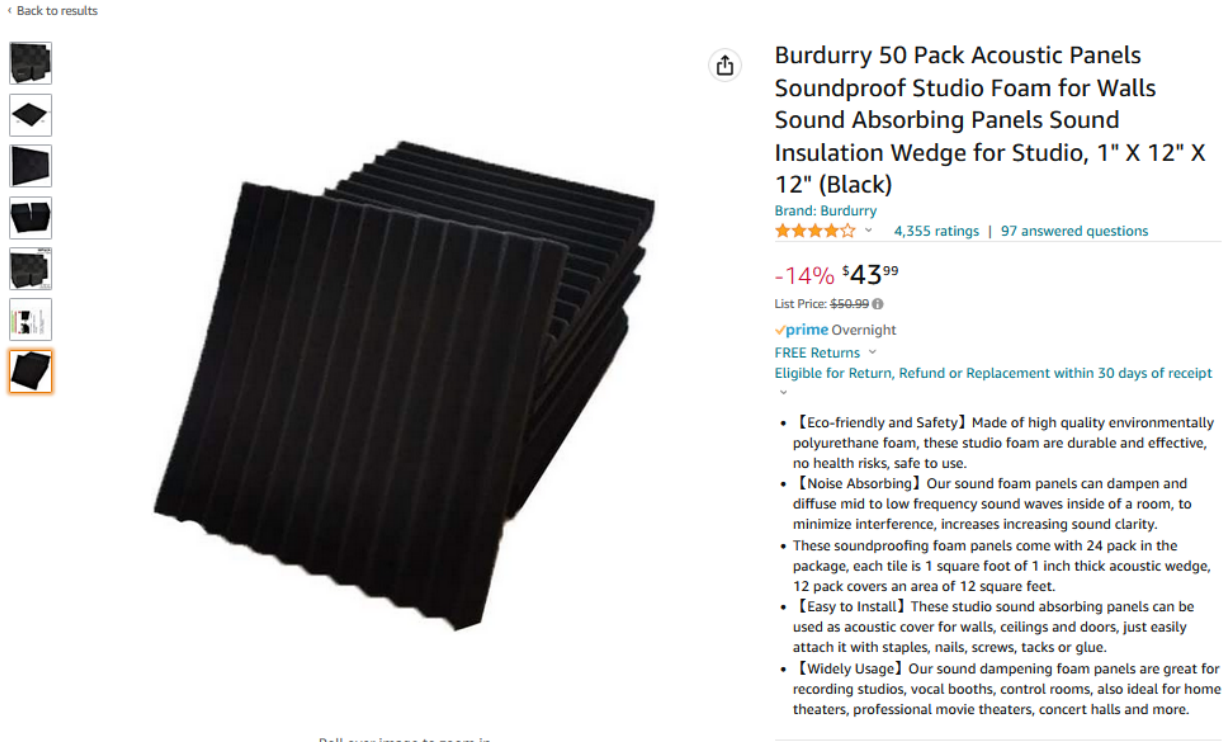
Coordinator 2/3/23 Date

Petition #: 23-001
Petitioner: Betty Haag Academy of Music
Owner: Arlington Office Fund, LLC

Part 1 Comments

- Planning Commission PC#23-001:
  - #11: We accept and understand that detailed plan review with comments will be provided. We have submitted existing plans and await any comments.
- Arlington Heights Police Department-Community Service Bureau
  - #1: The character of use is consistent with the area and is not a concern
  - #2: Exterior of property is sufficiently lit with newly upgraded LET parking lot pole lights, as well as under soffit can lights at each entry.
  - #3: There are no traffic problems at this location
  - #4: Traffic accidents are not a problem in this particular location
  - #5: This development should not create any additional traffic problems.
  - #6: We will contact the Police Department to confirm they have correct emergency contact information on file. We have confirmed that landscaping provides open sightlines to increase natural surveillance and avoid ambush location and havens for illegal activities.
- Planning and Community Development PC# 23-001
  - #1: We ask for Land Use Variation because proposed use does not pose any issues for the development or any neighboring properties.
  - #2: We ask that the Planning and Commission Development Dept allow the Land Use Variation as a “Music Conservatory” in the M-1 District

- #3: If required, ownership would apply the below acoustical panels on adjoining wall between practice room and neighboring space.



- #4: Currently, there are not any bicycle parking spaces. However, ownership has indicated a couple viable locations for bike parking that are attached to email.

PLAN COMMISSION PROJECT TIMELINE

Project Name: Betty Haag Academy of Music
PC Number: 23-001
Location: 3255 N. Arlington Heights Road

Requested Action:

1. Land Use Variation to allow "Music Conservatories or Instruction" in the M-1 District.

	Date	# of Business Days
Petitioner Provides Plans needed for CPRC	9/21/22	-
Conceptual Plan Review Meeting (CPRC)	10/12/22	16
Awaiting Petitioner PC Application	1/20/23	67
PC Application Submittal Date	1/20/23	-
1st Round Department Comments	2/9/23	15
Petitioner's Response – 1st Round	3/8/23	20
PC Hearing	3/22/23	62 days from application date
Village Board	5/15/23	39
Potential Village Board Resolution Adoption	6/5/23	15

Village Board
5/15/2023

Item: Metropolis PUD Amendment #2 - 11 S. Highland Ave / PC#23-003

Department: Planning & Community Development

Requested Action

Amendment to Planned Unit Development to Amended Ordinance 98-061 to modify a condition of approval to allow medical and dental office uses in the subject unit.

Variations Required

Variation to Section 6.12-1.3, to waive the requirement for a traffic and parking study by a qualified professional engineer.

Recommendation

A public hearing was held on April 26, 2023 where Commissioner Green moved and Commissioner Cherwin seconded:

A motion to recommend to the Village Board of Trustees, approval of PC#23-003, an Amendment to PUD Ordinance #98-061 to modify a condition of approval to allow medical and dental office uses within the subject unit, and the following variation:

1. Variation to Section 6.12-1.3, to waive the requirement for a traffic and parking study by a qualified professional engineer.

This recommendation is subject to the following conditions:

1. The petitioner shall be required to purchase Employee Parking Permits for parking within the Village owned garage system for all employees working within the subject unit.

2. Medical uses in the Metropolis PUD are limited to the subject unit only, 11 S.

Highland Avenue. Medical uses are prohibited in the remainder of the PUD.

3. All other conditions of Ordinance 98-061 shall remain in full effect.

4. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

Roll Call Vote: Commissioner Cherwin, Green, Jensen, Lorenzini, Sigalos, and Chair Dawson voted in favor. Motion carried.

ATTACHMENTS:

Description	**Type**
Staff Report	Board or Commission Report
PC Minutes 4/26/23 - DRAFT	Minutes
Aerial	Exhibits
Project Description	Correspondence
Plat of Survey	Exhibits
Written Response to Variation Justification Criteria	Correspondence
Floor Plan	Exhibits
Department Comments - Round 1	Correspondence
Department Comments - Round 1 - Petitioner Response	Correspondence
PC Timeline Tracker	Exhibits

VILLAGE OF ARLINGTON HEIGHTS

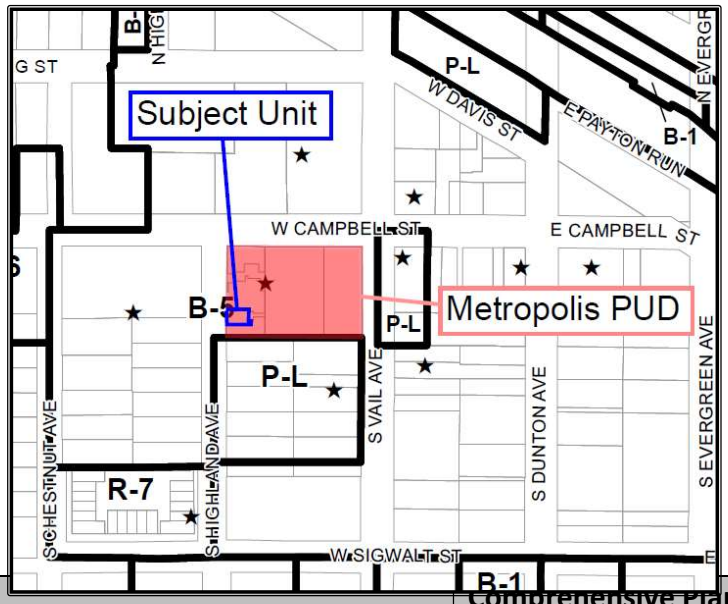
STAFF DEVELOPMENT COMMITTEE REPORT

***PC File Number**: 23-003*
***Project Title**: Metropolis PUD Amendment #2*
***Address**: 11 S. Highland Ave.*
***PIN**: 03-29-346-030, 03-29-346-032 thru -037*

***To**: Plan Commission*
***Prepared By**: Jake Schmidt, Development Planner*
***Meeting Date**: April 26, 2023*
***Date Prepared**: April 21, 2023*

***Petitioner**: Lauren Mika Zattera*
***Address**: 1110 Heritage Drive*
Mount Prospect, IL 60056

***Existing Zoning**: B-5: Downtown District*
***Comprehensive Plan**: Mixed-Use*



Direction	Existing Zoning	Existing Use	Comprehensive Plan
SURROUNDING LAND USES			
North	B-5, Downtown District	Metropolis Place Condominiums; Forbici Salon	Mixed-Use
South	P-L, Public Land District	Vail Avenue Garage; Dunton Tower Apartments	Government
East	B-5, Downtown District	Mago Grill and Cantina; Performing Arts Center	Mixed-Use
West	B-5, Downtown District	Vacant Lot	Mixed-Use

Requested Action:

1. Amendment to Planned Unit Development to Amended Ordinance 98-061 to modify a condition of approval to allow medical and dental office uses in the subject unit.

Variations Required:

2. Variation to Section 6.12-1.3, to waive the requirement for a traffic and parking study by a qualified professional engineer.

Project Background:

The Metropolis PUD is a mixed-use development located in downtown Arlington Heights that was approved in 1998. The PUD is comprised of 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. The Metropolis condominium building includes ground floor commercial condominium units. Walter G. Zattera, a local dentist practicing in Arlington Heights, has a 1,200 square foot ground floor commercial unit under contract within the Metropolis Condominiums, and is proposing relocation of his dental practice to this location.

The dental practice has four employees (including the dentist) and 1,029 active patients. Hours of operation would be 9:00 am to 6:00 pm Mondays, 8:00 am to 5:00 pm Tuesday and Wednesday, and 8:00 am to 1:00 pm every other Friday and Saturday. The office is closed on Thursdays and Sundays. A part-time hygienist works every Monday, and every other Wednesday, Friday and Saturday. The practice usually sees one patient per hour, which translates to about sixteen (16) patients on Mondays, about (8) patients on Tuesdays, and on Wednesdays approximately 8-16 patients. Every other Friday and Saturday, the dentist treats 8 patients a day. At peak business hours there are 4 staff members and two patients present. Consultations are by appointment only, and no walk-ins are allowed.

Zoning and Comprehensive Plan

The subject property is located within the B-5 Downtown zoning district and medical and dental offices are classified as permitted uses within the B-5 District. However, PUD Ordinance 98-061, which approved the Metropolis PUD, stipulates that no medical office uses are allowed within the development. Therefore, an amendment to the PUD is required to permit a dental office.

This condition of approval was established due to the higher parking demand associated with medical and dental offices, the amount of floor area on the third and fourth floors of the Metropolis Theater building that could have been leased as medical office space, and the lack of onsite parking areas provided within the planned unit development.

The original Metropolis PUD received a parking variation to allow no onsite parking spaces and parking for the development is provided by the Village within the Vail Avenue garage. However, since the original PUD approval and restriction on medical and dental uses was established, the Vail Avenue garage has been expanded to increase the parking supply. The subject property was previously occupied by a physical therapy use / podiatrist, which is considered a medical office. That business has since vacated the site and according to Village records, it appears to have been allowed to occupy the space in error.

The Comprehensive Plan classifies this site as a suitable for mixed-use developments and the existing and proposed uses on the site comply with this designation.

Building and Site

No site changes or exterior changes to the building (other than signage) are proposed as part of the future occupancy of the space by Dr. Zattera. The subject unit will undergo certain modifications to prepare it for use as a dentist office, including reconfigured walls, new plumbing, a new washroom, laboratory, and sterilization area. All improvements are limited to the interior of the site; the exterior will remain the same and signage will utilize the existing awning and color scheme of the building. The petitioner has indicated there is existing soundproofing within the unit to limit any noise generated by the practice, and has agreed to comply with development restrictions on loading and unloading, which restrict these operations to the designated loading area between the hours of 7:00 am and 3:00 pm, Monday through Saturday. No Sunday deliveries are allowed, and on-street deliveries are prohibited.

Traffic and Parking

Per code, the requested amendment to the PUD to eliminate the prohibition on medical and dental uses requires submission of a traffic and parking study by a certified traffic engineer. The petitioner has requested a waiver from this requirement, and the following variation is therefore required:

- ***Variation to Section 6.12-1.3, to waive the requirement for a traffic and parking study by a qualified professional engineer.***

With regards to the requested variation, the petitioner has prepared a written response addressing the standards for variation approval, which are detailed below:

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.**
    - The petitioner has stated that *"the former businesses occupying the property were long standing medical uses. There is no issue relative to parking for the dental office as it has been shown there is ample parking in the area. The proposed use as a dental office and the necessary parking will not alter the essential character of the locality as it is a medical use similar to the previous long standing occupants."* Staff concurs with this statement. Usage data from the Vail Garage was examined from the 2022 peak season (May through September). During the days and hours the proposed business operates, there is an average parking availability of 319 spaces on publicly accessible levels 1, 4, and 5. The minimum number of available spaces was 31 spaces, which can easily accommodate the practice's staff and patients present at any one time. In addition to customer parking availability within the Vail Garage, on-street parking options exist on Highland Avenue, Campbell Street, and Vail Avenue in close proximity to the subject unit.
2. **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 petitioner states that "*the Plight of the owner is due to unique circumstances. Petitioner's current dental office, a longtime business located in Arlington Heights, must immediately relocate due to redevelopment of its current building. As the previous occupants of this property were a long-standing medical use, the subject property is an excellent replacement.*" Staff concurs that a hardship is faced by the petitioner, and that given the previous use of the space was medical in nature, the cost and time required for a full traffic and parking study would add to their hardship.

3. The proposed variation is in harmony with the spirit and intent of this Chapter.

- The petitioner states that *"the proposed variation is in harmony with the spirit and intent of this Chapter",* noting that *"the dental office will have less traffic and parking needs than the previously approved medical offices that the Village permitted to operate. The office operates 3-5 days per week. They generally do not operate in the evenings or on Sunday. At peak business hours there are 4 staff members and two patients present at any given time. However, at most other times, there are 3-4 individuals present, including staff and patients. The majority of patient visits last 30 minutes to 1 hour."* As one of the intents of the Village Zoning Code is "to prohibit uses, buildings or structures incompatible with the character of development or intended uses within specified zoning districts", Staff believes that, given the intensity of the operation described, waiving the requirement for a full traffic and parking study will not result in a use conflicting with this intent of code, and the request is therefore in harmony with the spirit and intent of code.

4. The variance requested is the minimum variance necessary to allow reasonable use of the property.

- The petitioner states that *"the variance to waive the Traffic and Parking Study is the minimum variance necessary to allow reasonable use of the property."* Staff notes that this is the only variation requested as part of this petition, and that the use proposed is otherwise permitted in the underlying B-5 Zoning District. As such, Staff concurs with the petitioner's statement.

Therefore the Staff Development Committee is supportive of this variation.

PUD Amendment Request

With respect to the PUD Amendment request, Staff notes that the Vail Avenue garage has been expanded since the original prohibition on medical/dental uses was established, providing additional parking capacity. The subject space had previously been occupied by a medical office use, and the Village public parking system was able to adequately accommodate for the parking demand from that business. As mentioned previously, data from the parking guidance system in the Vail Avenue Garage demonstrates that capacity is available to meet the peak demand of the practice.

The subject unit is small in size at only 1,200 square feet, and the limited number of employees and the low volume of daily clients is not expected to create a substantial parking demand.

The petitioner shall be required to purchase parking passes for all employees to allow them to park within the Vail Avenue garage, and the petitioner has agreed to this requirement.

RECOMMENDATION

The Staff Development Committee (SDC) reviewed the proposed Amendment to PUD Ordinance 98-061 to modify a condition of approval to allow medical and dental office uses within the subject unit, along with the following variation:

1. ***Variation to Section 6.12-1.3, to waive the requirement for a traffic and parking study by a qualified professional engineer.***

The SDC recommends **approval** of the petition, subject to the following:

1. The petitioner shall be required to purchase Employee Parking Permits for parking within the Village owned garage system for all employees working within the subject unit.
2. Medical uses in the Metropolis PUD are limited to the subject unit only, 11 S. Highland Avenue. Medical uses are prohibited in the remainder of the PUD.
3. All other conditions of Ordinance 98-061 shall remain in full effect.
4. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies

_____April 21, 2023

Michael Lysicatos, Assistant Director of Planning and Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads
PC File 23-003

PLAN
COMMISSION

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

RE: METROPOLIS PUD AMENDMENT #2 - 11 SOUTH HIGHLAND AVENUE - PC #23-003
AMENDMENT TO PUD TO AMEND ORDINANCE #98-061, VARIATION

REPORT OF PROCEEDINGS had before the Village of Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights, Illinois on the 26th day of April, 2023 at the hour of 7:30 p.m.

MEMBERS PRESENT:

SUSAN DAWSON, Chairperson
LYNN JENSEN
JOE LORENZINI
BRUCE GREEN
JOHN SIGALOS
JAY CHERWIN

ALSO PRESENT:

JAKE SCHMIDT, Development Planner

DRAFT

CHAIRPERSON DAWSON: All right, pledge of allegiance. Everyone stand for the pledge please.

(Pledge of Allegiance recited.)

CHAIRPERSON DAWSON: All right, roll call please.

MR. SCHMIDT: Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. SCHMIDT: Commissioner Drost.

(No response.)

MR. SCHMIDT: Commissioner Ennes.

(No response.)

MR. SCHMIDT: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. SCHMIDT: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. SCHMIDT: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. SCHMIDT: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. SCHMIDT: Commissioner Warskow.

(No response.)

MR. SCHMIDT: Chair Dawson.

CHAIRPERSON DAWSON: Here.

All right, we have some meeting minutes up for approval.

COMMISSIONER GREEN: I'd like to make a motion for approval.

COMMISSIONER SIGALOS: I'll second.

CHAIRPERSON DAWSON: Great.

Any discussion before we vote?

(No response.)

CHAIRPERSON DAWSON: Okay, so we just do a voice vote, right?

MR. SCHMIDT: Right.

CHAIRPERSON DAWSON: Okay, all in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: I'm abstaining.

Any other abstentions? I was not present.

(No response.)

CHAIRPERSON DAWSON: All right, great. So, then we have our first item on the agenda.

Petitioner is here? All right, if we could swear in anybody who might be testifying on your behalf, that would be great.

Before I swear you in, have all public notices been given?

MR. SCHMIDT: Yes, they have.

CHAIRPERSON DAWSON: Terrific.

(Witnesses sworn.)

CHAIRPERSON DAWSON: All right, go ahead.

MR. EVENS: All right, great. Good evening, everybody. Thank you for taking the time this evening to meet with us. My name is Jeffrey Evens, I'm the attorney for Dr.

DRAFT

Walter Zattera and Mika Zattera. This is Dr. Walter Zattera, he is the individual who is seeking the petition today more or less.

Tonight we're here because of the planned unit development that exists at 11 South Highland in Arlington Heights. The underlying zoning district for this property is B-5 which permits a dental use or a medical use. However, the PUD itself, the planned unit development rules do not, they actually have an exclusion for medical. So, what we'd like to first point out is that the former businesses located at this location included a physical therapist and a podiatrist office. It appears that these offices were operating regardless of the planned unit development exception for medical and dental.

Accordingly, the addition of a dental office to this property will not alter the essential character of the locality and will be compatible with the other existing uses and zoning of nearby property. With the variance, the property will be used in a way that is similar to past uses and is a reasonable use for the property. This variance is the minimum variance necessary to allow this reasonable use.

Petitioner Dr. Zattera has been running his dental practice for the past 16 years just a few blocks away. He recently lost his lease due to the sale of the building, and this has created a substantial hardship for him and his business. His plight is due to these unique circumstances for which we seek this approval of the variance.

At this time, I'd like to let Dr. Zattera introduce himself and tell you a little bit about himself.

DR. ZATTERA: Well, I do have a practice, or did have a practice only two blocks away from where I'm looking at now. The building, I was told that it was going to be torn down. I got a month's notice and I had to get out of there and I put everything in storage. Luckily, I knew a few dentists and I'm working at two different locations right now part time. I hope I don't wear out my welcome there, but so far it's going pretty good, but I can't wait to get into my new spot.

MR. EVENS: So, to summarize, we just seek a variance to the planned unit development agreement amending Ordinance #98-061 to permit a dental office to operate and utilize the property at 11 South Highland along with the variance to waive the requirement for a parking study.

CHAIRPERSON DAWSON: Great, thank you very much.

MR. EVENS: Thank you.

CHAIRPERSON DAWSON: All right, Staff report? Oh, wait, do we have conditions of approval? We do.

Have you read the conditions of approval and are you in agreement?

MR. EVENS: Yes, we have. The two conditions of approval were to purchase parking passes at the Vail Garage for the employees which is acceptable. The other was that no other area of the PUD other than this unit would fall under this variance and that's acceptable also. He's only going to be operating in the 11 South Highland unit.

CHAIRPERSON DAWSON: Okay, great.

All right, Staff report please.

MR. SCHMIDT: Certainly.

The address of the subject property is 11 South Highland Avenue, and the proposed use falls under the classification of offices, medical and dental. It's within the B-5 Downtown Zoning District, and the requested action as the Petitioner stated is to amend the underlying PUD for the property to allow a medical office where the underlying PUD prohibits

those types of uses.

The Comprehensive Plan designates the site for mixed use purposes and the site is compliant with this designation being a commercial and residential property. There is one variation requested as part of this petition, that being a variation from Chapter 28, Section 6.12-1.3 to waive the requirement for a traffic and parking study by a qualified professional engineer.

The Metropolis PUD is in the heart of downtown, bounded by Campbell Street to the north, Vail Avenue to the east, and Highland Avenue to the west. The subject unit is on the west side of the PUD directly accessible on the first floor from Highland Avenue. The Metropolis PUD was approved in 1998 and the ordinance waived provision of any on-site parking for the development, however prohibited medical uses over parking concerns. Staff notes that the Vail Garage has been significantly expanded following adoption of the original PUD ordinance, and years since medical users have moved into the subject unit without Village knowledge but have since vacated.

Dr. Zattera who is a local dentist in Arlington Heights has the subject unit under contract and is proposing relocation of his practice to the location. The practice would operate between 9:00 a.m. to 6:00 p.m. on Mondays, 8:00 a.m. to 5:00 p.m. Tuesday and Wednesday, 8:00 a.m. to 1:00 p.m. every other Friday and Saturday, and the office is closed on Thursdays and Sundays. The practice usually sees only one patient per hour. In the peak business hours, there are four staff members and two patients present. Consultations are by appointment only and no walk-ins are allowed.

There is one variation requested as part of this petition to waive the traffic and parking study, and the Petitioner did provide a written response to variation justification criteria. With respect to the first criterion that 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 Petitioner has stated that the former businesses occupying the property were medical uses and there is no issue relative to parking.

Staff concurs with this statement. Usage data from the Vail Garage was examined from the 2022 peak season which is May through September. During the days and hours the proposed business would operate, there is an average parking availability of 319 spaces on publicly accessible levels of the garage. The minimum number of available spaces was 31 spaces which can easily accommodate the practice's staff and patients present at any one time. On-street parking options also exist on Highland Avenue, Campbell Street, and Vail Avenue in close proximity to the subject unit.

With respect to the second criterion, that 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 Petitioner stated that the plight of the owner is due to unique circumstances as they are currently being forced out of their existing practice location. Staff concurs that a hardship is being faced by the Petitioner, and given that the previous uses in the site were medical with no issues known to Staff, the cost and time required for a full traffic and parking study would add to the hardship of the Petitioner.

With respect to the third criterion, that the proposed variation is in harmony with the spirit and intent of this chapter, the Petitioner states that the dental office will have less traffic and parking needs than previously occupied medical offices, and at peak business hours, there are four staff members present and two patients present. As one of the intents of the Village Zoning Code is to prohibit uses, buildings or structures incompatible with the

character or development or intended use within the specified zoning districts, Staff believes that given the intensity of the operation described, waiving the requirement for full traffic and parking study would not result in a use conflicting with this intent of code.

Lastly, with respect to the fourth criterion, that the variance requested is the minimum necessary, the Petitioner stated that the variance to waive the traffic and parking study is the minimum necessary to allow their use of the property. Staff notes that it is the only variation requested, and otherwise the use is allowed within the B-5 Zoning District and, therefore, Staff concurs with the statement.

In conclusion, reviewing the requested amendment to PUD Ordinance #98-061 and the requested variation, the Staff Development Committee recommends approval of the petition subject to four conditions, the first being that the Petitioner shall purchase employee parking passes within the Village-owned garage system. The second, that medical uses in the Metropolis PUD are limited to the subject unit only, 11 South Highland Avenue, and that otherwise medical uses will be prohibited in the remainder of the PUD. The third is that all other conditions of Ordinance #98-061 shall remain in full effect, and lastly, that the Petitioner shall comply with all applicable federal, state and Village codes, regulations and policies.

This concludes my presentation. If there are any questions, I'm happy to answer.

CHAIRPERSON DAWSON: Thanks, Jake.

Do we have a motion to include the Staff report in the public record?

COMMISSIONER JENSEN: I'll so move.

COMMISSIONER LORENZINI: Second.

CHAIRPERSON DAWSON: All right, all in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: All right, so next we're going to open for public commentary. I'm not sure, I believe there's only one individual in the -- no? Okay, so seeing no public commentary, we're closing the public commentary.

Sorry, I forgot to ask if there are any questions before public commentary, I do apologize, but we have opened and closed, so I'm assuming we're good.

Any questions, comments? Do we have a motion? Any commentary? I'm just -- do you have a question?

COMMISSIONER GREEN: No, no, no. My comment was I think it's a great project. We met you guys at the Conceptual Plan Review Committee, and it's a nice fit for the building.

COMMISSIONER CHERWIN: I like the tenant, I like it now.

COMMISSIONER GREEN: With that, I'd like to make a motion.

CHAIRPERSON DAWSON: Unless Commissioner Lorenzini, did you have a comment?

COMMISSIONER GREEN: I'm sorry. Are you good?

COMMISSIONER LORENZINI: I'm good.

CHAIRPERSON DAWSON: All right.

COMMISSIONER GREEN: All right, I'd like to make a motion.

A motion to recommend to the Village Board of Trustees <u>approval</u> of PC #23-003, an Amendment to PUD Ordinance #98-061 to modify a condition of approval to allow medical and dental office uses within the subject unit, and the following Variation:

1. **A variation to Section 6.12-1.3, to waive the requirement for a traffic and parking study by a qualified professional engineer.**

This recommendation is subject to the following conditions:

1. **The Petitioner shall be required to purchase employee parking permits for parking within the Village-owned garage system for all employees working within the subject unit.**
2. **Medical uses in the Metropolis PUD are limited to the subject unit only, 11 South Highland Avenue. Medical uses are prohibited in the remainder of the PUD.**
3. **All other conditions of Ordinance #98-061 shall remain in full effect.**
4. **The Petitioner shall comply with all federal, state, and Village codes, regulations and policies.**

COMMISSIONER CHERWIN: I'll second.
CHAIRPERSON DAWSON: Great, any commentary before we go to a vote?
(No response.)
CHAIRPERSON DAWSON: All right, roll call.
MR. SCHMIDT: Commissioner Cherwin.
COMMISSIONER CHERWIN: Yes.
MR. SCHMIDT: Commissioner Ennes.
(No response.)
MR. SCHMIDT: Commissioner Green.
COMMISSIONER GREEN: Yes.
MR. SCHMIDT: Commissioner Jensen.
COMMISSIONER JENSEN: Yes.
MR. SCHMIDT: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MR. SCHMIDT: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. SCHMIDT: Chair Dawson.
CHAIRPERSON DAWSON: Yes.
All right, that's a unanimous approval from us. I hope we're able to make this as painless as possible for you. Again, I agree with the other comment made, I think it's a great fit for the area. That being said, we are just a recommending body. That's it, you need to go before the Village Trustees for final approval. Jake will be able to give you more information about when that is, but hopefully we're able to get this through for you relatively quickly. Congratulations! Thank you.
DR. ZATTERA: Thank you.
CHAIRPERSON DAWSON: All right, thanks.
COMMISSIONER GREEN: Thanks.
COMMISSIONER JENSEN: Good luck.
CHAIRPERSON DAWSON: Do we have anything else on the agenda? I don't have the agenda in front of me.

MR. SCHMIDT: We do have public comment in general, and then there is one other item to discuss.

CHAIRPERSON DAWSON: But not in the other items besides general public comment, correct?

MR. SCHMIDT: Right.

CHAIRPERSON DAWSON: Okay, thanks. Bruce has been giving me a cheat sheet and he had it folded over so I didn't, I couldn't peak at his agenda --

COMMISSIONER GREEN: Sorry.

CHAIRPERSON DAWSON: -- because I didn't have my Internet up. Okay, so we now open for general public comment, right?

Jake, you're looking at me like I'm doing something wrong, what did I do? We're all good?

MR. SCHMIDT: We're good, we just have one other item to discuss.

CHAIRPERSON DAWSON: Before public comment?

GENERAL PUBLIC COMMENT

COMMISSIONER GREEN: I would like to make a public comment. I heard that there was a new story of somebody with an axe that went after somebody who was living or somehow staying in the lower level of the underground garage over here. If that's true, my question is why as a Village are we allowing people to live in the underground parking garage? Nobody has to answer me, but I just want to go on the record that I think this should be answered by somebody because this is a dangerous situation, and we're always complaining about the parking in the downtown and now you have an area that nobody will go in.

So, anyway, that's my comment. Thank you.

CHAIRPERSON DAWSON: Okay, any other public comment?

(No response.)

CHAIRPERSON DAWSON: No, all right.

So, we're going to close general public commentary, but Jake has something else for us, what is that, Jake?

MR. SCHMIDT: I just wanted to notify all of you that five of the Commissioners have not yet submitted their Village's Statement of Economic Interest.

CHAIRPERSON DAWSON: Darn it, I did Cook County. I forgot to do the Village, sorry.

CHAIRPERSON DAWSON: I did Cook County, don't I get credit for that?

COMMISSIONER GREEN: That's one down.

CHAIRPERSON DAWSON: I will get it turned in; that is my fault.

MR. SCHMIDT: Yes, the deadline is Monday, so just a reminder.

CHAIRPERSON DAWSON: Yes, thank you.

COMMISSIONER JENSEN: Jake, this is a much better rendition than last year which was almost unanswerable. This one still is very, very strange. It doesn't allow you to give it a Not Apply or whatever. You know, you only have to list the things that apply, so you could easily, someone could assume you've forgotten to fill it out rather than you actually wrote it in.

COMMISSIONER CHERWIN: Is it online now, Jake, the Arlington one?

MR. SCHMIDT: Yes.

COMMISSIONER SIGALOS: Yes.
COMMISSIONER LORENZINI: It was online, but I couldn't download it, so Becky had to send me a hard copy and I filled it out that way.
MR. SCHMIDT: Yes, it should be online, but a printed copy could be provided if needed.
COMMISSIONER JENSEN: All right.
MR. SCHMIDT: That's all.
CHAIRPERSON DAWSON: Luckily, I'm not the only though, you said five. So, there's four others of you, but --
COMMISSIONER GREEN: Whoever you are.
CHAIRPERSON DAWSON: -- I got Cook County, I got that one down. Okay, anything else, Jake?
MR. SCHMIDT: That is all.
CHAIRPERSON DAWSON: Okay, well, do I have a motion to adjourn?
COMMISSIONER GREEN: So moved.
COMMISSIONER CHERWIN: Second.
CHAIRPERSON DAWSON: All in favor?
(Chorus of ayes.)
CHAIRPERSON DAWSON: All right, we are adjourned.
(Whereupon, at 7:47 p.m., the public hearing on the above-mentioned petition was adjourned.)

DRAFT

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

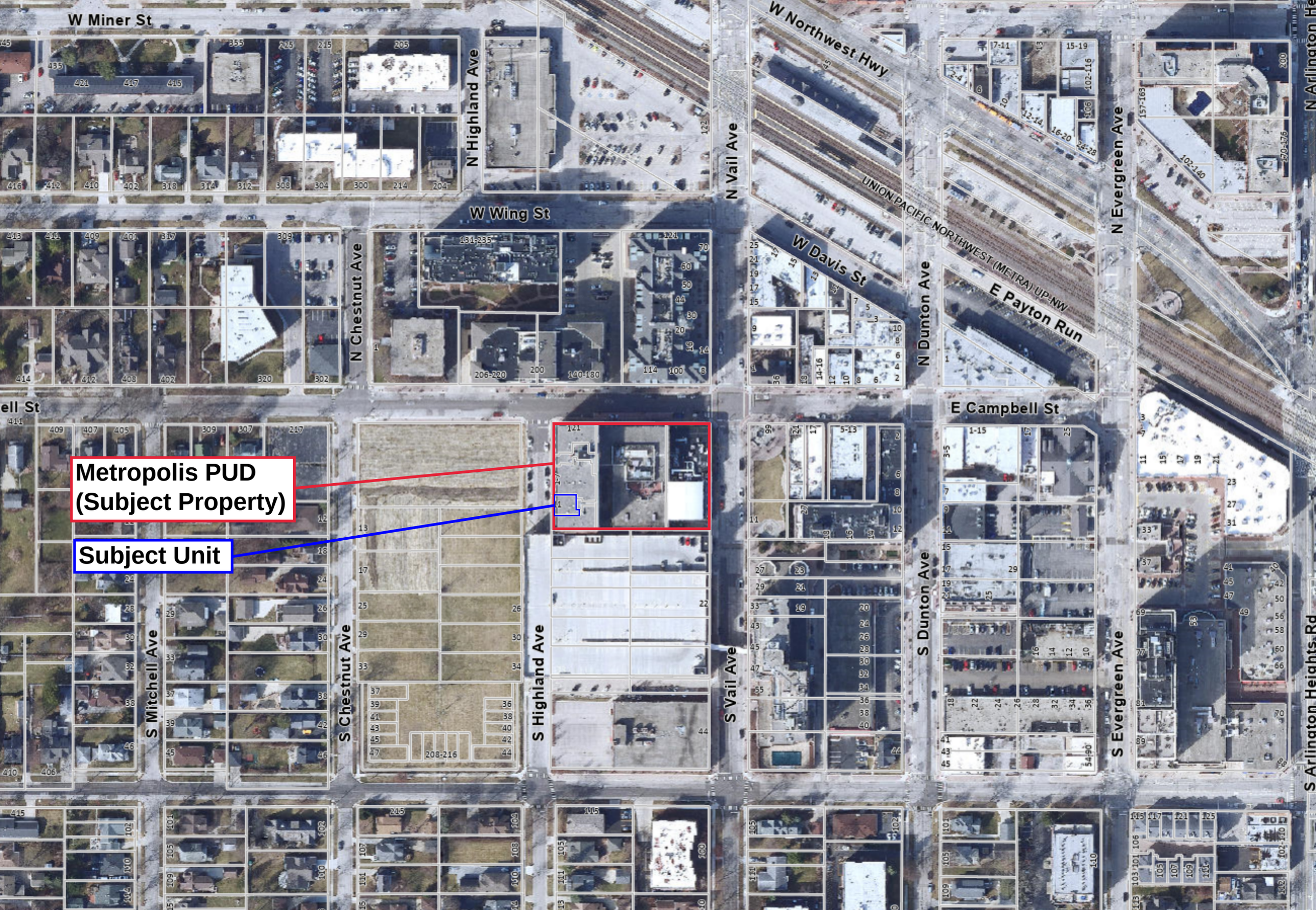
I, RON LeGRAND, SR., depose and say that I am a digital court reporter doing business in the State of Illinois; that I reported verbatim the foregoing proceedings and that the foregoing is a true and correct transcript to the best of my knowledge and ability.

_____
RON LeGRAND, SR.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY OF
_____, A.D. 2023.

_____
NOTARY PUBLIC

DRAFT


Metropolis PUD
(Subject Property)
Subject Unit
W Miner St
W Wing St
W Northwest Hwy
W Davis St
E Payton Run
E Campbell St
UNION PACIFIC NORTHWEST (METRA) UP-NW
N Highland Ave
N Vail Ave
N Dunton Ave
N Evergreen Ave
N Chestnut Ave
S Mitchell Ave
S Chestnut Ave
S Highland Ave
S Vail Ave
S Dunton Ave
S Evergreen Ave
S Arlington Heights Rd

5. Project Description – 11 S. Highland Avenue

“My practice is a family-oriented practice, seeing patients as young as 3 years old to patients in their 90's. I have been in practice for 39 years and have no plans on retiring anytime soon. I am currently located at 120 W Eastman St, Arlington Heights, which is being torn down as of my current knowledge in April 2023. We have four employees, including me. My practice has 1029 active patients. My hours of operation are Monday, 9-6. Tuesday and Wednesday, 8-5. Closed on Thursday. Every other Friday and Saturday, 8-1. I have a part-time hygienist that works every Monday and every other Wednesday, Friday and Saturday. We usually see patients one every hour. So Mondays, we will see about 16 patients. Tuesday, we will see 8 patients. Wednesday, 8-16 patients. Every other Friday and Saturday, 8 patients a day. Appointments only, no walk-ins.

As far as the nature of the improvements is concerned, the only wall we are not changing is the waiting room. Plumbing is there for the 4 operatories but we will need to add plumbing for the additional employee washroom and lab and sterilizing area. All improvements are internal only.” – Dr. Walter Zattera

Dr. Walter Zattera’s goal is to have his practice open and to be seeing patients by April 1, 2023 at his new location, 11 S. Highland Avenue.

7) 446-3344

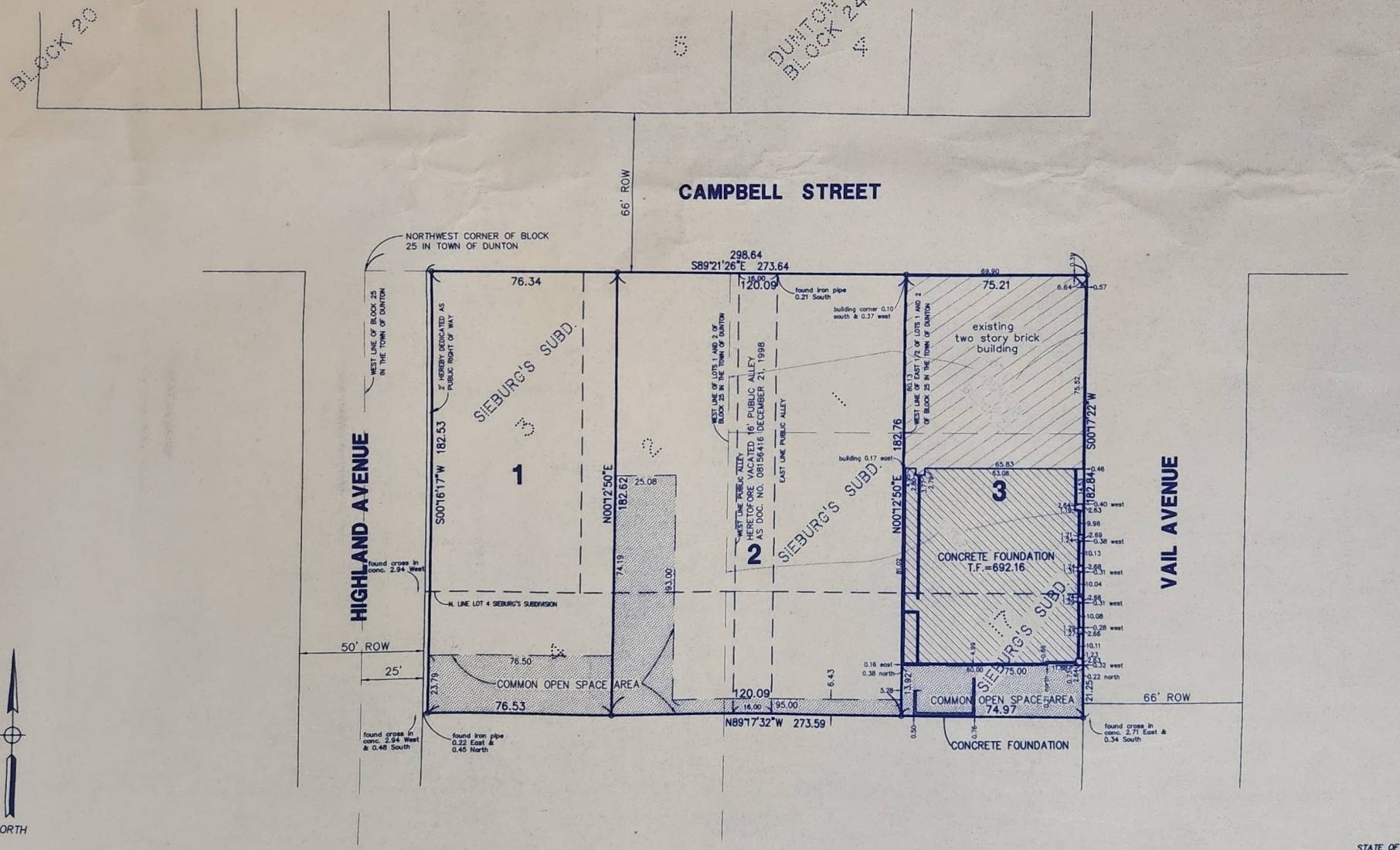
GEOCON, LTD.

PLAT OF SURVEY (SPOT, 2 COPIES)

495 CENTRAL AVENUE
NORTHFIELD, IL 60093

OF

LOTS 1, 2, 3, 4 & 17 IN SIEBURG'S SUBDIVISION OF BLOCK 25 (EXCEPT THE EAST 1/2 LOTS 1 AND 2) ALSO OF THE NORTH 1/2 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 SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.



ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSIONS TO BE ASSUMED FROM SCALING.

SCALE: ONE INCH = 30 FEET

FILE NO. 97-304-102

ORDERED BY: RON HINKS

TRAPANI CONSTRUCTION CO. INC.

PROPERTY ADDRESS: CAMPBELL STREET
ARLINGTON HEIGHTS, ILLINOIS

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the descriptions ordered to be surveyed contains a proper description of the required building lines or easements.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

STATE OF ILLINOIS
COUNTY OF COOK S.S.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES ABOVE DESCRIBED AND THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF THE SAID SURVEY.

NORTHFIELD, IL. 3/24 A.D. 1999

GEOCON, LTD.

BY Edward Peklay
ILLINOIS PROFESSIONAL LAND SURVEYOR

EDWARD PEKLAY 2548 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

dotloop signature verification: dtlp.us/J9Dm-uAFl-vPoD

Zoning Review Response

Project: 11 S. Highland Ave., Arlington Heights, IL. / Metropolis PUD Amendment

Case Number: PC 23-003

In response to the Planning & Community Development Department Review questions dated March 10, 2023, the Petitioner states as follows:

General:

7. The Petitioner requests approval of the following:

a) Amendment to Planned Unit Development (PUD) Ordinances 98-061, 99-028, 99-066, and 05-040 to allow a dental office use at 11 S. Highland Ave.

b) A Variation from Chapter 28, Section 6.12-1, to waive the requirement for a traffic and parking study prepared by a qualified professional engineer.

8. The Petitioner hereby requests a Variation to waive the Traffic and Parking Study. The Petitioner hereby confirms that it meets the standards for variation of the Traffic and Parking Study and provides details in response to those standards below:

a. The former businesses occupying the property were long standing medical uses. There is no issue relative to parking for the dental office as it has been shown there is ample parking in the area. The proposed use as a dental office and the necessary parking will not alter the essential character of the locality as it is a medical use similar to the previous long standing occupants.

b. The use will also be compatible with existing uses and zoning of nearby property. In fact, the dental office will likely have less traffic and parking needs than the previously approved medical offices that the Village permitted to operate.

c. The Plight of the owner is due to unique circumstances. Petitioner's current dental office, a longtime business located in Arlington Heights, must immediately relocate due to redevelopment of its current building. As the previous occupants of this property were a long standing medical use, the subject property is an excellent replacement.

dotloop signature verification: dtlp.us/J9Dm-uAFl-vPoD

d. The proposed variation is in harmony with the spirit and intent of this Chapter. The dental office will have less traffic and parking needs than the previously approved medical offices that the Village permitted to operate. The office operates 3-5 days per week. They generally do not operate in the evenings or on Sunday. At peak business hours there are 4 staff members and two patients present at any given time. However, at most other times, there are 3-4 individuals present, including staff and patients. The majority of patient visits last 30 minutes to 1 hour.

As a condition of approval and per our correspondence with the planning department, the Petitioner will provide parking permits for his staff. Additionally, Patients will be able to benefit from the free parking for up to four (4) hours, Monday through Saturday, Between 5:00 a.m. and 6:00 p.m. at the Vail garage during normal business hours.

e. The variance to waive the Traffic and Parking Study is the minimum variance necessary to allow reasonable use of the property.

9. At peak business hours there are 4 staff members and two patients present at any given time. However, at most other times, there are 3-4 individuals present, including staff and patients. The majority of patient visits last 30 minutes to 1 hour.

As a condition of approval and per our correspondence with the planning department, the Petitioner will provide parking permits for his staff. Additionally, Patients will be able to benefit from the free parking for up to four (4) hours, Monday through Saturday, Between 5:00 a.m. and 6:00 p.m. at the Vail garage during normal business hours.

Use/Noise:

10. To the best of our knowledge the building contains soundproofing between floors and/or residential units above. There were previous medical offices in the space before and this use should have limited noise and operate in a similar fashion. Sound and Vibration from the operatories will not overflow into the other units or common areas of the building.

dotloop signature verification: dtlp.us/J9Dm-uAFl-vPoD

Parking:

11. At the previous Planning and Community Development meeting on March 8, 2023, the board and staff seemed to verify that the Vail Avenue garage has sufficient capacity to accommodate the additional spaces required for employees and patients. The office operates 3-5 days per week. They generally do not operate in the evenings or on Sunday. At peak business hours there are 4 staff members and two patients present at any given time. However, at most other times, there are 3-4 individuals present, including staff and patients. The majority of patient visits last 30 minutes to 1 hour.

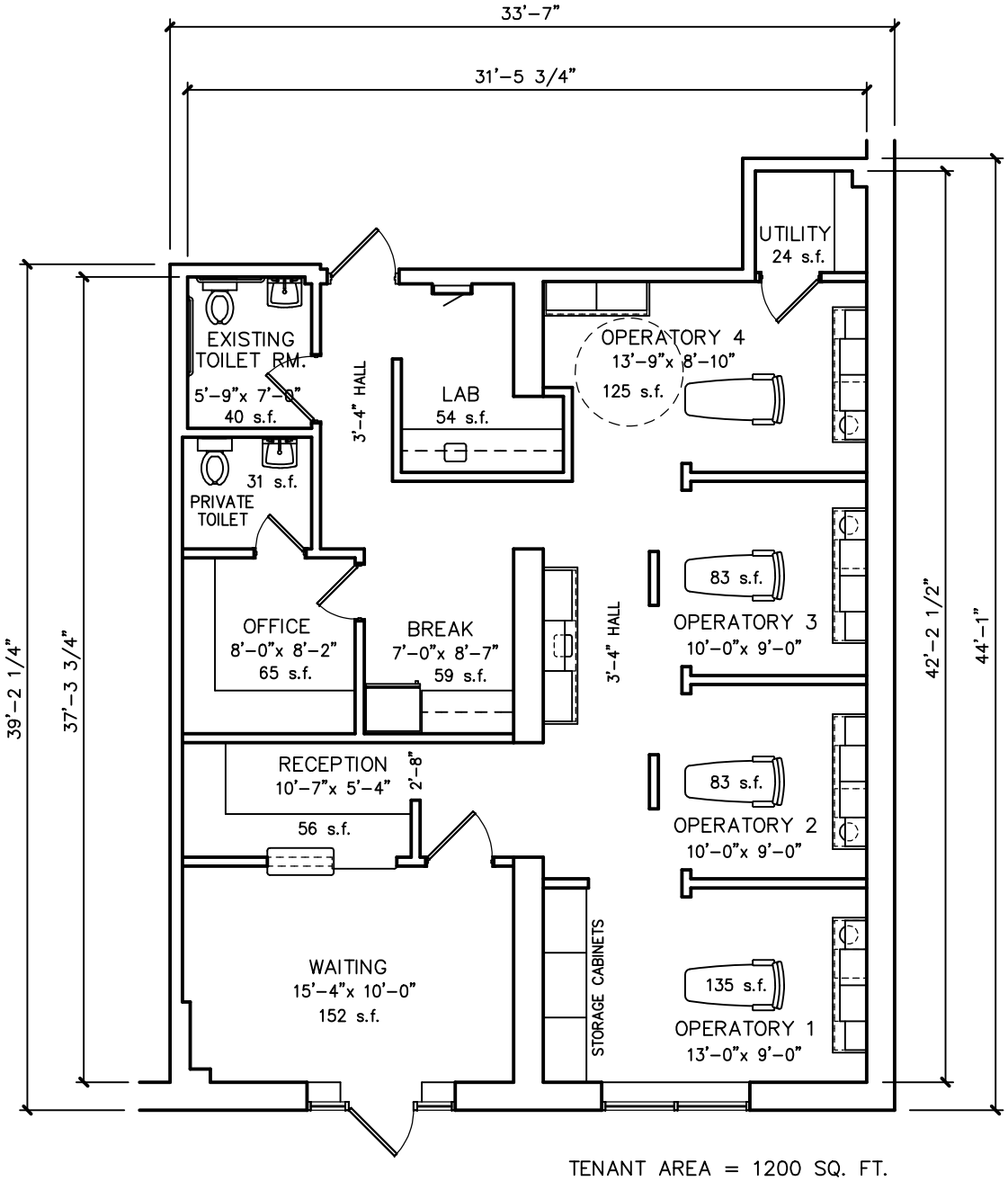
12. Supplies and deliveries will generally be delivered to the space a couple of times a week as a letter or small boxes and usually by UPS or Federal Express. The only larger deliveries will be for equipment during the buildout of the unit. The staff, patients and deliveries to the space will not alter the essential character of the locality and is compatible with previous uses. The Petitioner acknowledges that the Metropoulos PUD only allows usage of the loading areas for deliveries between the hours of 7:00 a.m. -3:00 p.m. Monday through Saturday with No Sunday deliveries. Petitioner will abide by these restrictions.

Lauren Mika Zattera dotloop verified 04/03/23 3:21 PM CDT PZCB-ZODF-XYJU-0YUZ 04/03/2023

Lauren M. Zattera

Walter Zattera dotloop verified 04/03/23 5:36 PM EDT LGTC-2PUA-04JZ-BVOX 04/03/2023

Dr. Walter G. Zattera



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

Village of Arlington Heights
Building & Life Safety Department

Interoffice Memorandum

To: **Jorge Torres, Director of Building & Life Safety**

From: **Deb Pierce, Plan Reviewer, Building & Life Safety Department**

Subject: **SDC: 11 S Highland Ave – Medical Office**

Date: **January 18, 2023**

General Comments:

The information provided is conceptual only and subject to a formal plan review.

1. Interior remodel of space shall comply with the following adopted codes:
    a. 2018 International Building Code with amendments
    b. 2018 International Existing Building Code with amendments
    c. 2018 International Fire Code with amendments
    d. 2018 International Fuel Gas Code with amendments
    e. 2018 International Mechanical Code with amendments
    f. 2018 Illinois Energy Conservation Code with state amendments
    g. 2018 Illinois Accessibility Code
    h. 2014 Illinois Plumbing Code with amendments
    i. 2017 National Electrical Code with amendments

2. Drawings produced by an Illinois licensed architect are required for permit submittal. The plans do not appear to conform to this requirement.

3. Drawing does not indicate which restroom is new and which is existing. Grab bars are required and not shown. The plans do not appear to conform to this requirement.

4. The restroom dimensions do not comply with the 2018 IAC. The depth is required to be 5 feet 6 inches. The drawing shows both with a depth of 5 feet. The plans do not appear to conform to this requirement.

5. Maneuvering space of 60 inches is required in the breakroom, restrooms, lab and in one each of the operatory and hygiene rooms. The plans do not appear to conform to this requirement.

6. Counter height at the receptionist desk, breakroom, lab and at least one each of the operatory and hygiene rooms not indicated. Maximum height is 34 inches. In order to verify compliance, please provide the height of the counters at the receptionist desk, breakroom, lab and at least one each of the operatory and hygiene rooms.

7. Minimum clear door width opening is required to be 32 inches. The restrooms, breakroom and lab have doors with an opening size of 30 inches. The plans do not appear to conform to this requirement.

8. The lab sink shall be accessible and provide the required clearances for a side approach or forward approach. In order to verify compliance, provide an elevation of the lab sink and counter.

9. The height of transitions at the doors to the exterior cannot exceed ½-inch. In order to verify compliance, provide cross section of the door opening.

ENGINEERING DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. PC 23-003
Petitioner: Lauren Mika Zattera or Assignee

Owner: Motion Werks LLC

Contact Person: Jeffrey Evens
Address: 6767 N. Milwaukee Avenue
Niles, IL 60714
Phone #: 773-907-0207
Fax #: 773-728-0158
E-Mail: jeff@chicagorealestatelaw.com

P.I.N.# 03-29-346-034-0000
Location: 11 S. Highland Avenue
Rezoning: ____ Current: B5 Proposed: B5
Subdivision: ____
# of Lots: 1 Current: ____ Proposed: ____
PUD: ✔ For: Dental
Special Use: ____ For: N/A
Land Use Variation: ____ For: N/A

Land Use: ____ Current: Vacant
Proposed: Dental Office
Site Gross Area: approximately 1,261+ SF
# of Units Total: 1 commercial
1BR: N/A 2BR: 3BR: 4BR: N/A

(Petitioner: Please do not write below this line.)

	YES	NO	COMMENTS
1. PUBLIC IMPROVEMENTS REQUIRED:			
a. Underground Utilities Water		NO	
Sanitary Sewer			
Storm Sewer			
b. Surface Improvement Pavement			
Curb & Gutter			
Sidewalks			
Street Lighting			
c. Easements Utility & Drainage			
Access			

2. PERMITS REQUIRED OTHER THAN VILLAGE:
a. MWRDGC ____ b. IDOT ____
c. ARMY CORP ____ d. IEPA ____
e. CCHD ____

	YES	NO	COMMENTS
3. R.O.W. DEDICATIONS?		X	
4. SITE PLAN ACCEPTABLE?	X		
5. PRELIMINARY PLAT ACCEPTABLE?			N/A
6. TRAFFIC STUDY ACCEPTABLE?			N/A
7. STORM WATER DETENTION REQUIRED?			N/A
8. CONTRIBUTION ORDINANCE EXISTING?		X	
9. FLOOD PLAIN OR FLOODWAY EXISTING?		X	
10. WETLAND EXISTING?		X	

GENERAL COMMENTS ATTACHED

PLANS PREPARED BY: ____
DATE OF PLANS: ____

~~Director~~ VILLAGE ENGINEER — 1/31/23 Date

PLAN COMMISSION PC #23-003
Dental Office
11 S Highland Ave
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. A private RPZ is required to isolate the medical office from the other units in the building. This can be addressed at permit.

13. The Public Works Department and Engineering Division have no further comments.

1/31/23

Michael L. Pagones, P.E. Date
Village Engineer

HEALTH SERVICES DEPARTMENT

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. PC 23-003
Petitioner: Lauren Mika Zattera or Assignee

Owner: Motion Werks LLC

Contact Person: Jeffrey Evens
Address: 6767 N. Milwaukee Avenue
Niles, IL 60714
Phone #: 773-907-0207
Fax #: 773-728-0158
E-Mail: jeff@chicagorealestatelaw.com

P.I.N.# 03-29-346-034-0000
Location: 11 S. Highland Avenue
Rezoning: ____ Current: B5 Proposed: B5
Subdivision: ____
# of Lots: 1 Current: ____ Proposed: ____
PUD: ✓ For: Dental
Special Use: ____ For: N/A
Land Use Variation: ____ For: N/A

Land Use: ____ Current: Vacant
Proposed: Dental Office
Site Gross Area: approximately 1,261+ SF
# of Units Total: 1 commercial
1BR: N/A 2BR: 3BR: 4BR: N/A

(Petitioner: Please do not write below this line.)

1. GENERAL COMMENTS:

No comments from this Department.

Jeff Bratman 1/31/23
Environmental Health Officer Date

1/31/23
Director Date

Planning & Community Development Dept. Review

March 10, 2023

REVIEW ROUND 1

Project: 11 S. Highland Ave. Arlington Heights Rd.
Metropolis PUD Amendment

Case Number: PC 23-003

General:

7. The Plan Commission must review and approve the following action:
    a) Amendment to Planned Unit Development (PUD) Ordinances 98-061, 99-028, 99-066, and 05-040 to allow a dental office use at 11 S. Highland Ave.
    b) A Variation from Chapter 28, Section 6.12-1, to waive the requirement for a traffic and parking study prepared by a qualified professional engineer.
8. A Traffic & Parking Study prepared by a Certified Traffic Engineer is required. If you wish to pursue a variation to waive this requirement, please revise the written response to Zoning Code Variation Criteria to directly address/justify the requested variation to waive the Traffic & Parking study requirement. The written response submitted with this application relates to the use of the property as a dental office and not the request for a variation to waive the Traffic & Parking study. The approval standards for variations are provided below for reference:
    - 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.
9. How many employees do you anticipate? How many of these employees will be present at any one time (peak shift)?

Use/Noise:

10. Does the building contain any soundproofing between floors and/or residential units above? Will sound/vibration from the operatories overflow into the other units or common areas of the building?

Parking:

11. Staff will need to verify if the Vail Avenue garage has sufficient capacity to accommodate the additional spaces required for the employees of the dental office, as well as the patients in the waiting rooms and operatories. Please indicate the total expected occupancy of the space at any given time. For example, while the floor plan and narrative indicate that at least 4 patrons and 4 employees will be occupying the space at any given time, dispensation must be made for families or other patrons walking in to inquire about services.

12. Please indicate how supplies and deliveries will be made to the space, and with what frequency. Please be aware that the Metropolis PUD approval only allows usage of the loading areas for

deliveries between the hours of 7:00am – 3:00pm Monday through Saturday. No Sunday deliveries are allowed and on-street deliveries are prohibited. Please acknowledge that you will abide by these restrictions.

Prepared by: 

ARCHITECTURAL CONSULTING SERVICES
870 W. Hillside Street
Palatine, IL 60067
(224) 725-8563

March 31, 2023

Village of Arlington Heights Building & Life Safety Department
33 S. Arlington Heights Road
Arlington Heights, IL 60005
attn: Nalini

re: Tenant Build-out
11 S. Highland Avenue

Dear Nalini,

We are in receipt of the various review comment letters for the above referenced project. The following are itemized responses.

General Comments:

1. The remodel of the space will comply with the listed codes: 2018 IBC codes, 2017 National Electric Code, and 2014 Illinois Plumbing Code.
2. I will be providing the licensed architect seal on the drawings.
3. The existing toilet room will remain - it already meets ADA standards for fixtures, grab bars, and clearances.
4. See response 3 above.
5. Maneuvering space of 60 inches is now provided in the rooms listed.
6. Counter heights will comply with the maximum 34 inch height in the rooms listed.
7. 32" minimum clear door width openings are now provided for all public access areas.
8. The lab sink will comply with code clearances.
9. The transition height at the doors to the exterior does not exceed 1/2 inch.

Plumbing:

1. A private RPZ valve will be provided as part of the tenant build-out.

Police Department:

2. A Village pole lamp is located directly outside the tenant space entry -see attached photo.
6. The tenant will provide the emergency information/ contact card to the Police Department.

Should you have any further concerns or comments, please feel free to contact my office.

Sincerely,
Paul Sieben, Architect

Andel Real Estate Appraisals

11 SOUTH

2 HOUR PARKING

Forbici SALON•SPA

ROYCE GROUP
FOR SALE
MICHAEL LOIACONO
630.267.0844


2
HOUR
PARKING


NO PARKING
LOADING
AREA ONLY
VIOLATORS WILL BE
TICKETED AND TOWED
NO PARKING
LOADING
AREA ONLY


VILLAGE OF ARLINGTON HEIGHTS
P
PUBLIC PARKING
ARLINGTON HEIGHTS

dotloop signature verification: dtlp.us/J9Dm-uAFl-vPoD

Zoning Review Response

Project: 11 S. Highland Ave., Arlington Heights, IL. / Metropolis PUD Amendment

Case Number: PC 23-003

In response to the Planning & Community Development Department Review questions dated March 10, 2023, the Petitioner states as follows:

General:

7. The Petitioner requests approval of the following:

a) Amendment to Planned Unit Development (PUD) Ordinances 98-061, 99-028, 99-066, and 05-040 to allow a dental office use at 11 S. Highland Ave.

b) A Variation from Chapter 28, Section 6.12-1, to waive the requirement for a traffic and parking study prepared by a qualified professional engineer.

8. The Petitioner hereby requests a Variation to waive the Traffic and Parking Study. The Petitioner hereby confirms that it meets the standards for variation of the Traffic and Parking Study and provides details in response to those standards below:

a. The former businesses occupying the property were long standing medical uses. There is no issue relative to parking for the dental office as it has been shown there is ample parking in the area. The proposed use as a dental office and the necessary parking will not alter the essential character of the locality as it is a medical use similar to the previous long standing occupants.

b. The use will also be compatible with existing uses and zoning of nearby property. In fact, the dental office will likely have less traffic and parking needs than the previously approved medical offices that the Village permitted to operate.

c. The Plight of the owner is due to unique circumstances. Petitioner's current dental office, a longtime business located in Arlington Heights, must immediately relocate due to redevelopment of its current building. As the previous occupants of this property were a long standing medical use, the subject property is an excellent replacement.

dotloop signature verification: dtlp.us/J9Dm-uAFl-vPoD

d. The proposed variation is in harmony with the spirit and intent of this Chapter. The dental office will have less traffic and parking needs than the previously approved medical offices that the Village permitted to operate. The office operates 3-5 days per week. They generally do not operate in the evenings or on Sunday. At peak business hours there are 4 staff members and two patients present at any given time. However, at most other times, there are 3-4 individuals present, including staff and patients. The majority of patient visits last 30 minutes to 1 hour.

As a condition of approval and per our correspondence with the planning department, the Petitioner will provide parking permits for his staff. Additionally, Patients will be able to benefit from the free parking for up to four (4) hours, Monday through Saturday, Between 5:00 a.m. and 6:00 p.m. at the Vail garage during normal business hours.

e. The variance to waive the Traffic and Parking Study is the minimum variance necessary to allow reasonable use of the property.

9. At peak business hours there are 4 staff members and two patients present at any given time. However, at most other times, there are 3-4 individuals present, including staff and patients. The majority of patient visits last 30 minutes to 1 hour.

As a condition of approval and per our correspondence with the planning department, the Petitioner will provide parking permits for his staff. Additionally, Patients will be able to benefit from the free parking for up to four (4) hours, Monday through Saturday, Between 5:00 a.m. and 6:00 p.m. at the Vail garage during normal business hours.

Use/Noise:

10. To the best of our knowledge the building contains soundproofing between floors and/or residential units above. There were previous medical offices in the space before and this use should have limited noise and operate in a similar fashion. Sound and Vibration from the operatories will not overflow into the other units or common areas of the building.

dotloop signature verification: dtlp.us/J9Dm-uAFl-vPoD

Parking:

11. At the previous Planning and Community Development meeting on March 8, 2023, the board and staff seemed to verify that the Vail Avenue garage has sufficient capacity to accommodate the additional spaces required for employees and patients. The office operates 3-5 days per week. They generally do not operate in the evenings or on Sunday. At peak business hours there are 4 staff members and two patients present at any given time. However, at most other times, there are 3-4 individuals present, including staff and patients. The majority of patient visits last 30 minutes to 1 hour.

12. Supplies and deliveries will generally be delivered to the space a couple of times a week as a letter or small boxes and usually by UPS or Federal Express. The only larger deliveries will be for equipment during the buildout of the unit. The staff, patients and deliveries to the space will not alter the essential character of the locality and is compatible with previous uses. The Petitioner acknowledges that the Metropoulos PUD only allows usage of the loading areas for deliveries between the hours of 7:00 a.m. -3:00 p.m. Monday through Saturday with No Sunday deliveries. Petitioner will abide by these restrictions.

Lauren Mika Zattera dotloop verified 04/03/23 3:21 PM CDT PZCB-ZODF-XYJU-0YUZ 04/03/2023

Lauren M. Zattera

Walter Zattera dotloop verified 04/03/23 5:36 PM EDT LGTC-2PUA-04JZ-BVOX 04/03/2023

Dr. Walter G. Zattera

PLAN COMMISSION PROJECT TIMELINE

Project Name: Metropolis PUD Amendment #2
PC Number: 23-003
Location: 11 S. Highland Ave.

Requested Action:

1. Amendment to a Planned Unit Development to Amended Ordinance 98-061 to modify a condition of approval to allow medical and dental office uses in the subject unit.
2. Variation to Section 6.12-1.3, to waive the requirement for a traffic and parking study by a qualified professional engineer.

	Date	# of Business Days
PC Application Submittal Date	1/27/23	-
Conceptual Plan Review Meeting (CPRC)	3/8/23	29
1st Round Department Comments	3/10/23	31
Petitioner's Response – 1st Round	4/19/23	29
PC Hearing	4/26/23	90 days from application date
Village Board	5/15/23	14
Potential Village Board Resolution Adoption	6/5/23	15

Village Board
5/15/2023

Item: Ordinance Amending Chapter 18 of the Municipal Code Regarding Electric Vehicle Parking

Department: Village Manager's Office

Ordinance Amending Chapter 18 of the Municipal Code Regarding Electric Vehicle Parking

As the Village has installed new Electric Vehicle chargers in the Vail Garage, new regulations have to be put into effect governing their usage. Additional charging stations will likely be added at other facilities in the coming years. The attached ordinance updates the "Regulations for Village Parking Facilities" to make it clear what is and isn't allowed in parking spaces with electric charging stations. Specifically, it will be unlawful to use a space designated for electric vehicles to:

- Park a non-electric vehicle;
- Park an unplugged electric vehicle;
- Park a plugged electric vehicle that is not being charged; or
- Park an electric vehicle on the second floor of the Vail garage for more than 4 consecutive hours between 6am and 10pm.

Additional rules will be developed and enforced via the charging stations themselves once they are fully operational. In addition to these changes, the new rules eliminate the ban on backing into spaces. The Police Department has more ability to engage in enforcement using license plate readers, which will reduce incidences when they have to exit their vehicle to check if a vehicle has a permit.

Recommendation:

Approval of an Ordinance Amending Chapter 18 of the Municipal Code of the Village of Arlington Heights Regarding Electric Vehicles.

ATTACHMENTS:

Description	**Type**
Ordinance EV Parking	Ordinance

AN ORDINANCE AMENDING CHAPTER 18
OF THE MUNICIPAL CODE OF THE VILLAGE OF ARLINGTON HEIGHTS
REGARDING ELECTRIC VEHICLE PARKING

WHEREAS, the Village of Arlington Heights is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, pursuant to Chapter 18 of the Municipal Code of Arlington Heights, Illinois, 1995, as amended (*"Village Code"*), the Village sets forth rules and regulations for Village parking facilities; and

WHEREAS, the President and Board of Trustees desire to amend Chapter 18 of the Village Code concerning electric vehicle parking; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to amend Chapter 18 of the Village Code pursuant to 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. REGULATIONS FOR VILLAGE PARKING FACILITIES. Section 18-216, titled "Regulations for Village Parking Facilities," of Article II, titled "Parking," of Chapter 18, titled "Traffic," of the Village Code is hereby amended to read as follows:

"**Section 18-216 Regulations for Village Parking Facilities.** It shall be unlawful for any person:

~~a. To back into any parking space;~~

~~b.~~ **a.** To park or let stand any vehicle across or upon any marking designating a parking space;

~~c.~~ **b.** To park or let stand any vehicle that does not bear 24-hour permit, issued in accordance with Section 18-217, Permits for Parking in Village Parking Facilities, in any parking space at any time between the hours of 2:00 a.m. and 5:00 a.m.;

~~d.~~ **c.** To park or let stand any vehicle in any parking space in violation of restrictions posted on signs in the area, including restrictions concerning the following:

1. The maximum consecutive time period that a vehicle may occupy a parking space;

2. The hours of the day during which parking is allowed;

3. The requirement for a permit displayed on a vehicle parked in the space;

~~e.~~ **d.** To park or let stand any vehicle in any area marked "No Parking" or in any other manner that will interfere with traffic into, through or out of the facility;

~~f.~~ **e.** To park or let stand any vehicle that does not bear a current permit issued pursuant to the authority of Section 18-217, Permits for Parking in Village Parking Facilities, in any parking space available for daily use without depositing the fee established by Section 18-218, Fees for Daily Parking, in the coin box for such parking space;

~~g.~~ **f.** To alter, deface or counterfeit any permit stickers issued by the Village of Arlington Heights~~.~~**; or**

~~h.~~ **g. In a parking space designated for electric vehicles, to:**

1. Park a non-electric vehicle;

2. Park an unplugged electric vehicle;

3. Park a plugged electric vehicle that is not being charged; or

4. Park an electric vehicle on the second floor of the garage located at 22 S. Vail Avenue, for more than four consecutive hours between the hours of 6:00 a.m. and 10:00 p.m."

SECTION 3. 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 are to 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 4. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2023.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board
5/15/2023

Item: Ordinance Amending Chapter 18 regarding Village Parking Facility Security

Department: Village Manager's Office

Ordinance Amending Chapter 18 regarding Village Parking Facilities

At the April 10th Committee of the Whole (COW) Meeting the Village Board discussed possible physical improvements and code changes to help address the recent increase in nuisance incidents at the Village's parking facilities. At that meeting, the Village Board directed Staff to draft an ordinance that would implement the code changes discussed and to further research physical improvements that could help address nuisance and safety concerns.

The attached ordinance would make the following changes to the Village Code:

- To prohibit the use of the Village Parking Facilities for any use other than travelling in a vehicle, entering or exiting a vehicle, or walking to or from a vehicle (including bicycles)
- To prohibit the leaving of any personal property in a Village Parking Facility other than a vehicle or bicycle in accordance with Village rules
- The creation of rules for the removal and storage of private property by the Village, if found to be stored illegally in a parking facility.
    - Property left behind may be removed by the Village 7 days after advance notice of removal
    - Property removed will be stored for 30 days and may be disposed of if not retrieved by the owner.
- Violation of the code will be subject to penalties and fines as set forth in Section 18-216i of the Code, including community service.

Recommendation:

Staff Recommends Approval of an Ordinance Amending Chapter 18 of the Municipal Code of the Village of Arlington Heights Regarding Parking Facilities

ATTACHMENTS:

Description	**Type**
Ordinance - Parking Facility	Ordinance

AN ORDINANCE AMENDING CHAPTER 18
OF THE MUNICIPAL CODE OF THE VILLAGE OF ARLINGTON HEIGHTS
REGARDING VILLAGE PARKING FACILITIES

WHEREAS, the Village of Arlington Heights is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, pursuant to Chapter 18 of the Municipal Code of Arlington Heights, Illinois, 1995, as amended (*"Village Code"*), the Village sets forth rules and regulations for Village parking facilities; and

WHEREAS, the President and Board of Trustees desire to amend Chapter 18 of the Village Code concerning permitted uses of Village parking facilities and removal of property left in parking facilities; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to amend Chapter 18 of the Village Code pursuant to 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. REGULATIONS FOR VILLAGE PARKING FACILITIES. Section 18-215, titled "Village-Owned Parking Facilities," of Article II, titled "Parking," of Chapter 18, titled "Traffic," of the Village Code is hereby amended to read as follows:

"**Section 18-215 Village-Owned Parking Facilities.**

a. The Village may from time to time acquire or construct off-street structures or surface lots, and may regulate use of those facilities. The President and Board of Trustees may approve agreements between the Village and others to reserve a portion of such facilities for use by the other parties, their employees, tenants, invitees or other persons authorized by such party to use the spaces, on such terms as the President and Board of Trustees determine to be in the best interests of the Village.

b. Village-owned parking facilities subject to the provisions of Sections 18- 216 through 18- 217 are:

    1. The garage located in the block bounded by Vail Street, Highland Avenue, Sigwalt Street and Campbell Street;

    2. The garage located in the block bounded by Arlington Heights Road, Miner Street, Evergreen Avenue and Eastman Street;

    3. The garage located adjacent to the Municipal Building, at the intersection of Arlington Heights Road and Sigwalt Street;

4. The garage located under the Arlington Town Square development;

5. Lot O: The lot located at the southeast corner of Arlington Heights Road and Sigwalt Street;

6. Lot K: The lot located at the southeast corner of Pine Street and Sigwalt Street;

7. Lot Y: The lot located at the southeast corner of Belmont Avenue and Sigwalt Street;

8. Lot B: The lot located on Northwest Highway, between Dunton Avenue and Evergreen Street;

9. Lot S: The lot located at the northwest corner of Vail Avenue and St. James Street;

10. Lots A and P: The lots located along Northwest Highway, west of Vail Avenue;

11. Lot T: The lot located west of the Arlington Park Train Station;

12. Lot E: The lot located north of Davis Street between Vail and Dunton Avenues;

13. Lot C: The lot located on Northwest Highway, between Vail Avenue and Dunton Avenue~~.~~**; and**

14. **The lot located on the north and south sides of Wing Street, between Arlington Heights Road and Evergreen Avenue.**

c. The Village Manager is authorized to establish regulations for the use of Village parking facilities, and to enforce those regulations through the posting of appropriate signs, patrol of the facilities by the Police Department, and other action incidental to such enforcement. The Village Manager is authorized to:

1. Designate areas for the use of Village vehicles or vehicles of persons doing business with the Village;

2. Limit the period of time a vehicle may park in designated areas;

3. Restrict parking in designated areas to those holding permits issued pursuant to the authority of Section 18-217, Permits for Parking in Village Parking Facilities;

4. Designate areas for daily parking and install coin boxes in convenient locations in those areas for collection of the fees established by Section 18-218, Fees for Daily Parking;

5. Designate areas restricted to the use of handicapped persons;

6. Establish speed limits within the facilities;

7. Establish "No Parking" zones;

8. Prohibit use of the **parking** facilities for roller-skating, skateboarding or other non-vehicular use**s** that presents a danger to the use of the facility for parking of motor vehicles or to the persons engaged in such unpermitted use;

9. Designate lots as limited to employees only for certain hours and only to employees with the property parking sticker in its proper location on the vehicle;

10. ~~Establish such other regulations as may be required to promote the safe and efficient operation of parking facilities.~~ **Establish regulations implementing the removal of property left in parking facilities, including posting signage, issuing notices, and storing and disposing of removed property, consistent with the regulations set forth in Section 18-216 of this Code; and**

11. **Establish such other regulations as may be required to promote the safe and efficient operation of parking facilities**."

SECTION 3. REGULATIONS FOR VILLAGE PARKING FACILITIES. Section 18-216, titled "Regulations for Village Parking Facilities," of Article II, titled "Parking," of Chapter 18, titled "Traffic," of the Village Code is hereby amended to read as follows:

"**Section 18-216 Regulations for Village Parking Facilities. Village parking facilities are limited use public facilities.** It shall be unlawful for any person:

a. To park or let stand any vehicle across or upon any marking designating a parking space;

b. To park or let stand any vehicle that does not bear 24-hour permit, issued in accordance with Section 18-217, Permits for Parking in Village Parking Facilities, in any parking space at any time between the hours of 2:00 a.m. and 5:00 a.m.;

c. To park or let stand any vehicle in any parking space in violation of restrictions posted on signs in the area, including restrictions concerning the following:

    1. The maximum consecutive time period that a vehicle may occupy a parking space;

    2. The hours of the day during which parking is allowed;

    3. The requirement for a permit displayed on a vehicle parked in the space;

d. To park or let stand any vehicle in any area marked "No Parking" or in any other manner that will interfere with traffic into, through or out of the facility;

e. To park or let stand any vehicle that does not bear a current permit issued pursuant to the authority of Section 18-217, Permits for Parking in Village Parking Facilities, in any parking space available for daily use without depositing the fee established by Section 18-218, Fees for Daily Parking, in the coin box for such parking space;

f. To alter, deface or counterfeit any permit stickers issued by the Village of Arlington Heights;

g. In a parking space designated for electric vehicles, to:

    1. Park a non-electric vehicle;

    2. Park an unplugged electric vehicle;

    3. Park a plugged electric vehicle that is not being charged; or

4. Park an electric vehicle on the second floor of the garage located at 22 S. Vail Avenue, for more than four consecutive hours between the hours of 6:00 a.m. and 10:00 p.m.;

h. To trespass within a Village parking facility, by using the facility for any use other than travelling in a vehicle, entering or exiting a vehicle, travelling on a bicycle to or from a bicycle rack, or walking to or from a bicycle parked at a bicycle rack; or

i. To leave any personal property in a Village parking facility, other than a vehicle or bicycle left for a reasonable amount of time in a designated parking area, which property may be removed by the Village in accordance with the following, in lieu of the unclaimed property provisions of Sections 4-108 and 4-109 of this Code:

1. Property left in a Village parking facility may be removed seven days after the Village provides advance notice of removal, unless immediate removal is required to preserve the health or safety of persons, property, or the parking facility.

2. After removal of the property, the Village will store it for 30 days for retrieval by the owner, unless earlier disposal is required to preserve the health or safety of persons or property.

3. Unclaimed property will be disposed of.

Any person violating Section 18-216.i of this Code is subject to the penalties set forth in Section 8-601 of this Code, except that, for the first violation of Section 18-216.i, a penalty of community service may be imposed in lieu of the penalties in Section 8-601."

SECTION 4. 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 are to 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.

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SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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PASSED AND APPROVED THIS ___ day of _____, 2023.

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Village President

ATTEST:

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Village Clerk