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
April 3, 2017
8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. Committee of the Whole 3/13/2017

B. Village Board 3/20/2017

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 3/30/2017

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 April 3, 2017

Armand's Restaurant - 101 W. Campbell St. - Use of Public Sidewalk for Outdoor Dining

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. Police Annex and 4th Floor Municipal Building Renovation Bid Package #1

B. Arlington Heights Police Evidence Storage System

C. Water Meter & Backflow Device Service Contracts -Divisions A&B

D. High Profile Landscaping 2017

E. Parkway Restoration

F. Public Properties Turf Mowing 2017

G. Water System Improvements 2017

H. Cured In Place Sewer Lining 2017

I. Sewer Televising Camera Purchase

J. Tank Rehabilitation Inspection Services Well #16

CONSENT LEGAL

A. An Ordinance Granting a Land Use Variation
(New Hope Academy, 3250 N. Arlington Heights Road)

B. An Ordinance Granting a Land Use Variation and a Variation from Chapter 28 of the Arlington Heights Municipal Code
(Hillside Auto, 25 E. University Drive)

C. A Resolution Approving a Lease with YPI Arlington LLC
(Temporary Police Station at One North Arlington building, 1500 W. Shure Drive)

D. A Resolution Approving a License Agreement with Carlos and Eddy LLC
(Carlos and Carlos, 27 W. Campbell Street, use of public sidewalk as outdoor eating area)

CONSENT PETITIONS AND COMMUNICATIONS

A. Request for Fee Waiver for Liquor Licenses - AH Park District

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. 504 S. Mitchell Subdivision - PC#14-016
Final Plat of Subdivision

B. Building Code Review Board: Proposed Variance Request from Chapter 23, Section 23-402 (amended 903.2); and Chapter 27, Section 27-102 (amended 903.2) of the Arlington Heights Municipal Code for 412 W. Algonquin Road

XIII. LEGAL

A. An Ordinance Approving an Agreement Between the Village of Arlington Heights and the Metropolitan Alliance of Police, Arlington Heights Police Chapter 510

B. A Resolution Approving a License Agreement with Armand's Pizza (Armand's, 101 W. Campbell Street, use of public sidewalk as outdoor eating area)

XIV. REPORT OF THE VILLAGE MANAGER

A. Sale of Village Property: Golf Road and Arlington Heights Road
Opening of Sealed Bids

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

XVII. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact David Robb, Disability Services Coordinator, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, (847)368-5793 (Voice), (847)368-5980 (Fax) or drobb@vah.com.

Item: COW 3 13 17

Department: Village Clerk

Bid Section

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

ATTACHMENTS:

Description	**Type**
cow minutes 3 13 17	Minutes

MINUTES
President and Board of Trustees
Village of Arlington Heights
Committee-of-the-Whole
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
March 13, 2017
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

President Hayes and the following Trustees Responded to roll; Scaletta, Sidor, Blackwood, LaBedz, Glasgow, Tinaglia and Rosenberg.

Trustee Farwell was absent.

Also present were: Randy Recklaus, Charles Perkins, Scott Shirley, Jim Massarelli, Mary Ellen Juarez and Becky Hume

IV. NEW BUSINESS

A. Proposed Stormwater Action Plan and Analysis

Mr. Recklaus outlined the proposed plan for recommended concepts based on last year's study results from CDM Smith and Burke. Staff will continue to refine the plan after this discussion. The potential improvements are not designed to provide protection from a 2011 sized event. If such an event were to occur again, it is likely that flooding would be experienced even if all of the identified improvements were completed. Since 2011, the system has performed well overall. Staff has developed recommendations based on the principles and direction provided by Village Board in August.

1. Prioritization: Given that all improvements cannot be done at the same time, the priorities are to reduce the incidence of structure flooding and reduce the incidence of street flooding of one foot or greater. This level of water in the streets makes it difficult for emergency vehicles to respond and increases the chances of structure flooding.

2. Funding Mechanism: use of a flat or categorized storm water utility fee (SUF).
3. Overhead Sewer (OHS) Program Enhancements: the use of overhead sewers is the most cost effective and robust way to reduce structure flooding in the Combined Sewer (CSTA) area.

The total cost of the new public improvements identified is $38,429,000. If the OHS installation/relief sewer option was implemented in the CSTA and if construction costs were shared with the road program, the total project costs could be reduced to $33,413,000.
Costs will likely be lower as many residents will not participate in the OHS. They may not participate because they don't think they need it, they don't have the money, or the home has been replaced with one that has an OHS.
Mr. Recklaus walked through the estimated costs presented on Exhibit 1. Because of cost constraints, all the improvements cannot be done at one time.

Mr. Shirley presented the order of priority of the projects.

1. Provide immediate protection to the CSTA area residents through OHS enhancements. This would provide these homes with 10 year flood level protection.
2. In the Separate Sewer Ares, the goal is to reduce overland flooding in the following locations: Cypress, Greenbrier/Roanoke/Wilke, Campbell & Sigwalt, West Hintz, Race & Chicago, University Drive, Roosevelt/Cleveland, Burr Oak & Dryden.

Staff looked at the benefit to cost ratio by looking at the following benefits for each flooding area: Criticality of flooding, frequency of flooding and overall infrastructure condition.

Mr. Massarelli said OHS is a private property improvement, so homeowners must assume some financial responsibility. Homes that have the OHS have shown it to be the best solution to flooding. Older homes will continue to be at risk in future events. Today's program of reimbursing up to $7,500 is not sufficient incentive for many people as only 180 homeowners have taken part. The average overhead sewer installation cost is $12,000. Most of the flooding in 2011 was basement back up. To increase participation, staff proposed to enhance the program in one of the following ways:

1. Lesser of 75% reimbursement up to $11,250
2. Lesser of 75% reimbursement up to $11,250, plus 5 year 0% loan for resident portion.

Mr. Massarelli described how sewer flooding in homes occurs and how overhead sewers work to solve this flooding. OHS systems supplemented by a smaller amount of relief sewers will provide a higher level of service than if all the large relief sewer projects discussed in the CDM Smith report were completed.

Mr. Recklaus said the Village has spent $56,000,000 on storm water efforts over the years (not adjusting for inflation). The Village's Storm Water Control Fund has received money transfers in from other funds, but has no dedicated

source of revenue. The Village needs to identify a sustainable revenue source for this fund to ensure the Storm Sewer Rehabilitation and the Neighborhood Drainage Improvement programs continue.
Based on Board direction from August, the ongoing storm water control programs should be funded by a Storm Water Utility Fee (SUF), see exhibit 2. If new projects are to be undertaken, more funding needs to be developed. This could come through an increased SUF, the issuance of General Revenue Bonds or the combination of the two. Bonds could be created upon the retirement of debt in 2020 and beyond. This would keep property taxes at their current level and would generate enough to pay for projects that would not be covered by SUF revenue.

Mr. Massarelli said grants will be actively pursued. Grants come with caveats, and the Village may not be able to comply. In addition, grant funding may not be available. Staff is not assuming that grant funding will be available, but it should be vigorously pursued. The appropriate time to pursue grants is during the design phase for each project. Engineering design firms generally have close relationship with State and Federal agencies that issue grants, and will generally be aware of which grants are active during a given period.

Mr. Recklaus said staff believes the following courses of action should be pursued:

1. Aggressive pursuit of grant funding.
2. Establishment of a new storm water management fee of $6.25 per month per single family residential properties with a yet to be established but somewhat larger fee for multi-family, commercial and not for profit properties. Based on the priority ranking completed, the projects to be funded initially would include: Enhancement to OHS program, Construction of the Cypress Area Improvement, Construction of Relief Sewer for CDM Smith Area 4 (Campbell, Sigwalt, and Vail), Construction of improvements in Burke Study Area D (Greenbrier/Roanoke/Wilke)
3. Hold off on making a decision on future property tax revenues for additional storm water project funding at this time.There could be large changes in potential revenue based on the State Budget situation.This would keep the Village's options open.
4. Increase OHS incentive. Change it to a 75% reimbursement of up to $11,250. Limit expanded flooding incentive to 400 homes.

Trustee Glasgow asked where the money came from for the existing Storm Water Fund. Mr. Recklaus said it came from a variety of sources. Since 2014 it has come from transfers from the General Fund. In 2017, money will be transferred in from the closing EAB Fund. Trustee Glasgow asked for clarification of the $6.25 per month versus the $3.25 per month SUF proposal. Mr. Recklaus said a $3.25 fee will only keep up with what exists today. An additional $3 per month would pay for the OHS expansion and the phase one improvements. Trustee Glasgow expressed concern on relying on people putting in an overhead sewer. He said he couldn't see how this could be mandated. He asked what the numbers would look like if not enough people participate.

Mr. Recklaus said overhead sewers are mandated for new construction. If not enough people participate in the OHS expansion, there will be extra money in the Storm Water Utility Fund. That money could be used for other physical improvements or the Village could increase the OHS incentive funding. Trustee Glasgow said he was concerned that a lot of people just won't want to do it. Mr. Papierniak said there are 800 homes that have or could take on water shown in the model. There are more homes in the combined sewer area.

Trustee Glasgow asked if grants are in the assumptions. Mr. Massarelli said no. If grants become available, other projects can be brought forward. Trustee Glasgow asked if GOB bonds were not used, would the Village be able to fund all the projects. Mr. Recklaus said no, there is not enough revenue and there are no other funding mechanisms. Trustee Glasgow said he thinks GOB monies may be needed for something else.

Trustee Rosenberg asked if in Exhibit 4 the 2018 budget shows $10,000,000 from a GO bond. Mr. Recklaus said the $10 million would be from a Revenue Bond and the debt service would be included in the $6.25. The $10 million bond is part of the $6.25 financing plan. It would not be a maturing bond that would impact taxes. The first $3.25 pays for neighborhood drainage and storm water rehabilitation, the next $3.00 pays off the bond.

Trustee Rosenberg noted that in the OHS area, three areas don't impact sewer cost. Mr. Recklaus said those three areas only have an overhead sewer component, no relief sewer large or small would be needed. Trustee Rosenberg asked if none of the homes put in OHS, what would be the additional cost to the Village for installation of bigger sewers. Mr. Shirley said in the areas where there is a smaller relief sewer it's the cost differential between the smaller/larger relief sewers. The cost would be $11.4 million just for the 8 areas in the CSTA. This would not include Burke study areas or structure flooding areas. Trustee Rosenberg asked if it made sense to put in large relief sewers where there are fewer affected homes. Mr. Shirley said it is more cost effective to put in OHS. Trustee Rosenberg asked about resident education. Mr. Recklaus said nothing has been done to date since the program may change. Once the Board makes a decision, then it would be appropriate. Trustee Rosenberg said it was his inclination to leave it where it is and explain the merits to the residents.

Trustee Scaletta said he liked the methodology to prioritize how this is to be addressed. He asked if anyone can take advantage of the OHS. Mr. Shirley said anyone in the combined sewer area can and it increases property values. Trustee Scaletta said although the recommendation only accounts for a small amount of homes, many might take advantage of program. Mr. Recklaus said the assumptions are reasonable. Trustee Scaletta asked if the 798 homes would be notified directly. Mr. Recklaus said communication hasn't been developed yet. If communication is targeted to those homes, would be something to address. Trustee Scaletta asked about the money in the fund now. Mr. Recklaus said the money going into the fund is from one time transfers. Staff wants to establish an ongoing reliable source of funding. The forecasting does not assume any future random transfers. The EAB funds are not in this fund yet. Some of the money came from the General Fund, some from the Capital Fund some will come from EAB. None of it was from a dedicated part of the tax levy. Mr. Recklaus said there is no tax levy money in this fund. Trustee Scaletta said as much as he doesn't want to increase OHS, he understands the benefits of it and it will save money in the long run. He said he will support it. He said he feels for the people who have done it already. He said he understood that the Village has to do something to engage residents to help us help them.

Trustee LaBedz said she agreed with the OHS and improved public education. She asked if a gutted home is required to install an OHS? Mr. Massarelli said teardowns have different levels of remodeling, so he was not sure where this requirement comes in on a remodel. Trustee LaBedz said if a home is being flipped, she would like to know. A lot of people won't do it because they believe Village should be paying for it. Trustee LaBedz asked what the Neighborhood Drainage Improvement Program does. Mr. Massarelli said it is a method for people who are having drainage issues, like a back yard that is a bowl and water sits for days. The program allows for an extended storm sewer connection to a location. There is some resident financial involvement. The program gives options where there aren't any others. Trustee LaBedz said she was concerned that there may not be many grants available. She believes grants are tax money too and is in favor of promoting the OHS.

Trustee Tinaglia asked why the Village wouldn't consider targeting the 800 homes. Mr. Recklaus said that is a policy decision, not an ethical issue. There are several thousand that would qualify for OHS, maybe as many as 10,000 properties. If 800 homes participated, it would cost $7.2 Million. The $3.6 Million allows the Village to spread out costs with other sewer needs. Trustee Tinaglia said he strongly encouraged an educational focus on the 800 homes. He suggested that fees could be assessed to new construction, tear downs and permits, to help offset the cost in the neighborhood. Mr. Recklaus said Engineering works with new home plans to minimize their storm water impact. Larger developments are mandated to have storm water control. These owners would argue they are impacting community less than before. Fees can be looked into. Trustee Tinaglia suggested if the cost of a renovation is beyond 50% of existing home value, that could be a line that to encourage overhead storm systems to be put in. Trustee Tinaglia said overhead sewers work only when the power is on and so people need power back up. He asked beyond the 800 homes, how many homes will have trouble with street flooding. Mr. Papierniak said about 80 homes are close to greater than 1 foot of standing water. Mr. Recklaus said in Phase 1 there are non-combined sewer projects for structure flooding issues. In some areas, street design is to blame.

Trustee Blackwood asked if there is another energy producing pump driver.

Mr. Shirley said battery backup systems are improved and can now pump close to what a primary pump does. A natural gas generator is another option. He recommended an automated transfer switch if you are not home. A portable generator works, but you have to be home. July 23, 2011 was bad because everyone was asleep. Battery backups cost between $200 and $300. Overhead sewers do not stop overland flooding.

Trustee Sidor asked if $12,000 was the average cost for an OHS. Mr. Massarelli said of the180 installed, the average cost was $12,000 based on permit submissions. Finished basements will cost more than unfinished basements. Trustee Sidor asked what other communities have done. Mr. Papierniak said in Palatine a storm water utility fee of $10 per month was added and the city bought homes and created detention in neighborhoods. They also installed an oversized sanitary sewer system. Trustee Sidor said it will take savvy marketing pieces, not the average mailing or water bill message to make this successful. He encouraged the Village to consider outsourcing the communication effort to make sure consumers embrace the program. He asked about multifamily properties. Mr. Recklaus said on a per parcel basis, a larger fee could be assessed for larger properties. He said a lot of larger properties have to maintain their storm water on their premises. He said staff will look at options for multifamily properties at a later date. Staff will also look at what neighboring communities have done.

Trustee Sidor asked for the Design Commission to develop a Green Program for homes to promote holding water back. Mr. Recklaus said that Green programs are a component of an overall strategy. The now defunct MWRD Rain barrel program is an example of one of the ways the Village promotes water retention. Education is important to give people tools to do things on their own properties. The Village is looking at Green options on its own Police Station project.

Trustee Tinaglia suggested new homes could be charged a fee for having down spouts at grade level. Mr. Recklaus said that can be done, but this will not get the Village out of this situation. Trustee Tinaglia said the Village should partner with the Library and Park District in obtaining grants. Mr. Recklaus said one of the challenges is that the Village has to fix things when they deteriorate, sometimes, it cannot wait for grant money. In this process, the Village has a little more flexibility.

Mary Jo Warskow of 809 S. Mitchell said she has a lake in her backyard in heavy rains. She said she had water seepage and back up in 2011. She has replaced 3 sides of her home, put in new roof and has a daughter in college. She said she can’t afford $6,000. If it cost $3,700, she would think seriously about it. There is a perception that these large new homes have displaced all the water. There is only so much space left. If it is going into the sewers there is more potential for back up. If you are going to ask people to pay, the new homes should pay some of the price. She said the Board should consider the quantity and quality of water. The water that is traveling over concrete and driveways contains pesticides that are going into water ways.

The more we can let the ground handle it, the better it will all be. She said she wants to see green infrastructure and policy carried through the process and communicated through the community.

Marc Adelman of the Westgate Subdivision said the Village should look at the number of people who took advantage of overhead sewer program before and after 2011. He said this report looked at the cost effectiveness for the Village without consideration for residents. The 7 of 8 projects to be handled early only help a few homes. He questioned $13 million to protect 63 homes. The cost per homes in the first sections outside combined area is $124,000 to $ 833,000 per home. In the combined area the cost per home is much lower. People are already at a disadvantage in the combined area, they are already getting sewage in their homes. In areas where residents get clean water in their homes it costs more to fix. He asked why the parcel on Euclid and Wilke can't be used for retention. He said not to say grants may or may not be here. The point is that any money you get pushes the expense away from residents and the Village.

President Hayes said he would love grant money. There is no magic pot of money that does not come from residents. It comes from the tax payers one way or the other.

Paul Culhane said Green infrastructure is very important and the Village should not focus on mistakes of the past and make sure we don't make similar mistakes in the future. He said the Village should make requirements to keep water on the ground and less in the sewers.

Mr. Recklaus introduced questions for Board feedback.

1. Pursue grant funding? President Hayes said it should be aggressively pursued. It was also recommended that staff should work with other public bodies in pursing cooperative grants.

2. For the purposes of further planning, does the Board support the development of new Storm Water fee of $6.25 per month for single family residential properties, with a larger, yet to be determined fee for larger properties?

- Trustee Rosenberg said he would like to see what other communities have done, and perhaps seek guidelines from the Northwest Municipal conference. He asked if these projects would be taken one by one. Mr. Recklaus said once a funding source is created, these projects would be plugged into the CIP. The will be looked at based on the prioritization developed in this memo. If the $6.25 is in place, then that would be enough to fund the OHS enhancement, Cypress, Campbell & Sigwalt and Greenbrier/Roanoke/Wilke. The merits of the order can be discussed further in the CIP process. Trustee Rosenberg said he would like to reconsider prioritization. Mr. Recklaus said the CIP discussion would be the appropriate time for that discussion. Trustee Rosenberg asked if there were any alternatives. Mr. Shirley said these are the most cost effective options to provide a uniform level of service throughout the Village. There are no cheaper options for the level we are seeking. Mr. Recklaus said the Village is planning to limit the OHS program to the first 400 homes at a cost of $3.6 million. If the $6.25 fee were introduced, there would be sufficient funding for that.

- Trustee Tinaglia said he supports it, but large renovations or teardowns should be required to put in French drains or detention systems or pay a price to compensate everyone else. Mr. Recklaus said staff will research and present this idea as part of the project.
- Trustee Glasgow said $6.25 seems prudent. He said he could not support a bond issue until 2020.

Mr. Recklaus summarized that the Board is in support of continuing to further plan with the assumption of the $6.25 with some potential new regulation and fees for new construction. No Trustee is in opposition of planning with this fee.

3. Is there support for delaying discussions for timing and funding of projects beyond Phase 1 until the financial climate of the State can be reassessed prior to the retirement of debt in 2020?

- Trustee Scaletta said it is wise to not go too far out considering the condition of the state.
- Trustee Sidor said he would like to see the justification for prioritization. He asked about Waterman and why it was not looked at in these studies.
- Trustee Rosenberg asked if the $10 million bond was a part of this. Mr. Recklaus said yes, it was a revenue bond, supported by the storm water fee revenues. #3 is a GOB, the village is not committing to another GOB in 2020.

4a. For the purposes of further planning does the Board support the proposed OHS incentive plan 75% up to $11,250 of up to 400 homes?

- President Hayes said yes.
- Trustee Rosenberg said if he were a homeowner, he would want to be compensated so it was fair. Mr. Recklaus said the amount of reimbursement has increased a few times. Any amount that would be used to compensate past users reduces the program for future projects. People who took advantage of the earlier program have already benefitted. Mr. Massarelli said in 2005 it was $2,500, in 2009-$5,000 and lastly in 2012-$7,500. Mr. Recklaus said this will never be 100% fair, but the Village needs to do what it can so the majority of the Village is not susceptible to flooding.
- Trustee Sidor said 798 homes still need OHS. He suggested a decreasing incentive to promote buy in. Mr. Recklaus said using 400 is easier to budget.

Trustee Glasgow moved to approve the OHS program incentive at 75% up to $11,250 for up to 400 homes. Trustee Tinaglia seconded the motion.

Mr. Adelman said the Board should not make a motion before receiving meaningful feedback from residents.

Mr. Recklaus this motion is for further planning. Staff will develop a more fleshed out plan and present it at a formal Board meeting. There will be plenty of opportunities for public feedback.

Ayes: Glasgow, Tinaglia, Scaletta, LaBedz, Blackwood, Sidor, Hayes.
Nayes: Rosenberg **The motion Passed.**

4b. Is there support for inclusion of the Phase 1 project in the 2018-2022 CIP? President Hayes said this does not authorize expenditure at this time. Trustee Sidor said the dollar amount is place holder. Mr. Recklaus said if the goal is to include projects this steps up the time frame. The CIP process begins in June.

V. OTHER BUSINESS

VI. ADJOURNMENT

Trustee Glasgow moved to adjourn at 9:45. Trustee LaBedz seconded the motion. The motion carried.

Item: VB 3/20/2017

Department: Village Clerk

Bid Section

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

Description	**Type**
VB 3/20/17	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
March 20, 2017
8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

A. Presentation of the Colors by Girl Scout Troop #40694 from South Middle School and Dryden School

III. ROLL CALL OF MEMBERS

President Hayes and the following Trustees responded to roll: Scaletta, Glasgow, Blackwood, Tinaglia, LaBedz, Sidor.

Trustees Farwell and Rosenberg were absent.

Also in attendance were: Randy Recklaus, Steve Elrod, Gerald Mourning, Scott Shirley, Charles Perkins, Robin Ward and Becky Hume.

IV. APPROVAL OF MINUTES

A. Village Board 03/06/2017 Approved

Trustee Carol Blackwood moved to approve. Trustee John Scaletta Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 03/15/2017 Approved

Trustee Thomas Glasgow moved to approve the Warrant Register of 3/15/17 in the amount of $1,031,479.73. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

VI. RECOGNITIONS AND PRESENTATIONS

A. Retirement of Police Canine Layka

Officer Sullivan presented Layka for her retirement. She has an inoperable brain tumor. President Hayes noted her long and distinguished career and read the official proclamation from the Board. Layka has recovered over $1,000,000 in controlled substances and over $1,000,000 in stolen property. Officer Sullivan thanked the Board and the Chief for bringing the canine program to the Village.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

A. Hillside Auto - 25 E. University Dr. - PC#15-004 Land Use Variation Approved

Mr. Recklaus said on November 16, 2015 the Village Board discussed a Land Use variation request to allow motor vehicle repair major, in the M-1 District for Hillside Auto Body and Service to be located at 25 E. University Drive. Significant discussions took place regarding when Hillside Towing would cease business operations at their current location on Palatine Road. As a result of this discussion, the matter was tabled to allow the petitioner to respond with a time frame in which this would occur.

Subsequent to a meeting in January with Ms. Ward and Mr. Perkins, Hillside submitted a letter indicating they would cease business operations at 200 E. Palatine Road no later than December 31, 2018. Hillside also requested the addition of a spray booth at their new location on University. Staff has no objections to this.

The Village Board further discussed the issue on February 6th and the matter was tabled again. The Board wished for the ceasing of operations to be a condition. The petitioner believed their letter was sufficient and a placing a condition in the Ordinance was not proper or legal.

Mr. Recklaus outlined six options for the Board to consider.

1. Adopt an ordinance amortizing out auto repair uses in a residential district in five years.
2. Grant Hillside's request for a variation and include a condition that Hillside has to have the business removed from its current location by December 31, 2018 but without Hillside's concurrence.
3. Grant Hillside's request for variation without a condition but also adopt the amortization ordinance so that there is still a date certain by which the business has to vacate the Palatine Road property.
4. Grant Hillside's request and include a section, not condition, that Hillside has to have the business completely removed by 12/31/18. Include the adoption of an amortization ordinance.
5. Deny the request.
6. Table the request.

Ms. Balek said they are not here to engage in another back and forth. They are here for a vote on their request of a land use variance. She said her family and their business integrity have been questioned by the Board. She said they are committed to working with the Village. The family has been in in the Village over 100 years. The Village is holding them at their mercy to accomplish what they want and not caring about their business. She said Hillside was told that the Board would not agree to the variance without the move out condition. She said after the meeting in January, the agreed via letter to vacate Palatine Road by December 31, 2018. This was not honored by the Board. Then, the Board wanted to put conditions on the owner of Palatine Road. Hillside does not have the ability to impose conditions on Palatine Road as it does not own it. A Trustee said this had been done before, but Ms. Balek said she could not find any other situation where this occurred. She submitted a FOIA to the Village and only one Ordinance had a relevant condition. This Ordinance stated the petitioner shall continue to work with the Village on the relocation of an antenna.

Ms. Balek said they will not agree to their exit as a condition of the Ordinance. She said they shouldn’t have been asked to make this commitment but did so in good faith in order to move forward. What the Village is doing is not proper or lawful. She said if Hillside did not operate at 200 E. Palatine Road, there would be no discussion. The only thing holding it back is Palatine Road which has nothing to do with University. She called on the Board to vote.

President Hayes said the Board cares about this business and has spent a lot of time on this issue. He summarized that Hillside’s position has not changed since the last meeting.

Trustee Sidor asked how many other businesses would be affected by the amortizing ordinance. The answer was none other than Hillside.

Trustee Glasgow asked about the sequence of communications. Ms. Ward said there was an initial meeting with Ms. Balek in January. Then, after the

Village Board meeting of 2/6/17 there was a follow up email from Ms. Balek asking if Hillside agreed to the condition, would the Village agree to give them a 6b. A 6b locks in taxes for a certain amount of time. Trustee Glasgow asked if Hillside would qualify for a 6b. Mr. Perkins said it is up to the County, a 6b is traditionally used for manufacturing, not auto repair. Hillside could still apply for it and the Village could reach out the County, but it is not under the Village's control. Ms. Balek said their property tax counselor recommended they pursue a 6b.

Trustee Tinaglia asked for a timeline on some of the initial moves on this business. Mr. Perkins said in 2004 the Board approved a Land Use Variation on a property on University Drive for Hillside. The business came back in 2015 for the property in question tonight, but nothing has moved forward. Trustee Tinaglia said businesses need to prove hardship to get a variation, it can't be self-created and it can't be financial. He said he wants what is best for Hillside but the Board is reviewing this a third time and nothing has happened to clean up the Palatine Road location. He asked how one piece of property is allowed to go into this much disrepair. He said he would like them to participate in the necessary things to get done.

Ms. Balek said the Village granted a major auto repair on University and did not require any of the extensive requirements that are being asked of Hillside. The property on Palatine is not Hillside's property. The property owners of Palatine Rd. asked the Village for permit to repair the fence. The permit was not given, and a request for more information including a count of the number of fence posts came back. Attempts to work on property have been denied. She said the Village sent out inspectors who sneaked on the property and took pictures. They refused to answer why they were there.

Mr. Recklaus said the Village did not send inspectors onto private property. They were on the public walk and were responding to a complaint. Ms. Balek said she filed a FOIA to see the names of the complainants. Mr. Recklaus said the Village does not give out names of people who file complaints.

Trustee LaBedz asked how the property on Palatine Road could revert to residential. Ms. Ward said the business existed when the Village annexed the property, so it predates the village's zoning.

Trustee Glasgow said Hillside agreed to vacate the property in their letter. The only reluctance was to have it be a condition. He said Hillside was willing to bargain for the variance with a 6b. He said he thought it was appropriate for amortization to terminate use of auto use at the Palatine Rd. location.

Trustee Glasgow moved to adopt an ordinance amortizing out auto repair uses in residential districts within five years. Trustee LaBedz seconded the motion.

Trustee Glasgow moved to grant the Land Use Variation for 25 E. University in concurrence with the Plan Commission's recommendations and with the condition that the petitioner ceases operations as an auto repair at 200 E. Palatine Road effective 12/312048. There was no second, the motion failed.

Trustee Scaletta moved to concur with the Plan Commission recommendation.

Trustee Tinaglia said he was changing his position. He said he will let Hillside move forward and trust that Hillside will do what they said they would do in the letter. He said he wants them to move forward.

Trustee Scaletta said he wanted the record to reflect that the petitioner tried to negotiate for the 6b rebate and sales tax abatement so future Boards are aware of their willingness to negotiate for financial gain, but not on principle.

President Hayes said he would have seconded the motion by Trustee Glasgow, but will trust Trustee Tinaglia. He stands behind what he said, that he wants all businesses to succeed.

Trustee Thomas Glasgow moved to adopt an ordinance amortizing out auto repair uses in residential districts within five years. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Glasgow, Hayes, LaBedz, Scaletta, Tinaglia
Nays: Blackwood, Sidor

Absent: Farwell, Rosenberg

Trustee John Scaletta moved to concur with the Plan Commission Recommendation. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Hayes, LaBedz, Scaletta, Sidor, Tinaglia
Nays: Glasgow

Absent: Farwell, Rosenberg

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT APPROVAL OF BIDS

A. Thermoplastic Lane Markings — Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

B. Fire Station Alerting System-Station #3 Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

C. Public Works Utility Body Truck Purchase Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

D. Concrete Flatwork Contract Extension Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

E. Hot Mix Asphalt Contract Extension Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

F. Well #16 West Water Tank Exterior Painting Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

G. Public Works Transit Vans Purchase Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

CONSENT LEGAL

A. An Ordinance Amending Planned Unit Development Ordinance Numbers 05-041 and 78-026 and Granting Certain Variations from Chapter 28 of the Arlington Heights Municipal Code
(Arlington Heights Police Station, 200 E. Sigwalt Street) Approved

Trustee John Scaletta moved to approve 17-014. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

CONSENT REPORT OF THE VILLAGE MANAGER

CONSENT PETITIONS AND COMMUNICATIONS

A. Bond Waiver - National Ovarian Cancer Coalition Approved

Trustee John Scaletta moved to approve. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. New Hope Academy - 3250 N. Arlington Heights Rd. - PC#17-001 Land Use Variation for Private School — Approved

Mr. Perkins said the Plan Commission gave a positive recommendation.

Brandy Lawrence said their school is a private therapeutic day school. Many students are from District 214. Typical students are average to above average intelligence but struggle with social cues and skills. Many have a primary emotional disability such as autism, Asperger's, ADD/ADHD and learning disabilities. They have 65 students and would like to increase to 75-80. The school is currently in Niles and they hope to open for the 2017-18 school year. An updated landscape plan has been submitted and there is no locker room. Ms. Lawrence said they agree to the Plan Commission Recommendations. The school hopes to keep their relationships with the 30+ suburban Chicago school districts they already serve and to develop a relationship with SD25. They have a strong relationship with D214.

Trustee John Scaletta moved to approve. Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

XIII. LEGAL

A. An Ordinance Approving an Agreement Between the Village of Arlington Heights and the Arlington Heights Firefighters Association, Local 3105, I.A.F.F. — Approved

Ron Fraider, President of the Arlington Heights Firefighters Local 3105, thanked the Board for their commitment and support to make the Fire Department the best equipped department in the northwest suburbs. He said the working relationship with the Village is unique and achieved a 2nd consecutive contract, without outside attorneys present. With this contract 100% of fire apparatus will be ALS (Advanced Life Services) equipped.

President Hayes said this is a team approach and he congratulated all those involved in the process. He thanked Mr. Fraider for all that the firefighters do and said the Board is committed to giving them the resources necessary for them to do their jobs.

Trustee Thomas Glasgow moved to approve 17-015. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

B. An Ordinance Amending Chapter 7 of the Arlington Heights Municipal Code (Article added - Article XIV, Conflicts with Certain Home Rule County Ordinances - sick leave/minimum wage regulations)

President Hayes said the consideration this Ordinance was requested by the business community. The Board tries to do what it can to ensure local businesses are successful. The Cook County Ordinance raising the minimum wage and providing a minimum number of sick days to employees goes into effect July 1, 2017. President Hayes said tonight the Board is not planning to vote, but to take public comment, so the Board can be better informed. The item will be placed on the May 1st Agenda to give time for the Board to gather input from the stakeholders and provide more opportunity for concerns to be voiced.

Mr. Recklaus said if the Village were to opt out, the Village's businesses would still be subject to State and Federal laws. This law does not apply to government employees. The County's Ordinance would raise minimum wage from $8.25 to $10 and go up a dollar to $13 an hour by 2020. After that, it would be tied to CPI. The arguments for aligning with the County are that $8.25 is not a living wage and that the provision of paid sick leave increases the health of private sector workers. Some argue that a County ordinance is not the right tool to effect this change and that State or Federal guidelines should be followed. Others have questioned the legality of ordinance and still others have a philosophical issue with it. Staff does not have a formal recommendation. As a home rule entity the Village has the ability to opt out. Staff is more than happy to conduct additional research. The opt-out Ordinance is ready to act upon if the Board is ready.

Jon Ridler, Executive Director of the Chamber of Commerce, read a statement from the Chamber's Board of Directors which stated the County Ordinances intend to help families earn a living wage and have time off when ill. They are flawed because they remove the economic advantage of businesses which are meeting or exceeding these limits. They create unfair taxation on businesses in collar communities which cannot opt out. They increase the costs for commonly purchase goods and services purchased mostly by the families they are intended to help. The County is overreaching and not engaged in this community. The Chamber wishes the Board to opt out but also encourages local businesses to meet or exceed these guidelines whenever possible without government intervention.

Resident Ann Gillespie said 65% of Village residents support a higher minimum wage and paid sick days. She asked the Board not to take these away. She said businesses with low wages have a higher turnover rate, pay more overtime and use temp. agencies, increasing their costs. A higher wage provides a stable loyal work force to new and existing businesses. There is no statistical negative impact on job loss or business relocations. She said numbers show a slight price increase of 5% in restaurants. The results are similar if neighboring communities did not adopt higher wages. She shared her family's story of living on the edge of poverty with her and her siblings working minimum wage jobs to help her family stay afloat. She said many people move in and out of poverty due to life circumstances right here in northwest Cook County. She asked for the Board not to take away rights Cook County has granted and stand up for healthy businesses and residents.

Resident Angie Hamada said agreements like Firefighter's convinced her to move the Village as it has good relationships with its employees. She said the overwhelming majority of the Board's constituents are in favor of these measures. 75% supported paid sick days and 65% supported increasing the State minimum wage rate in the 2014 non-binding referendum. She said opting out would go against spirit of the referendum supported by the majority of the voters. She said there is concern among the voters that the Board is only listening to businesses. She asked Board members to make their position public prior to the election. She said one missed shift because of illness could be groceries for a family. Sick workers spread illness, send sick children to school and get injured more often. She asked the Board to make their decision on facts not fears that businesses will fail.

Resident Dawn Frenzel asked the Board to stand by the Village's moto and pay workers a living wage. The face of the minimum wage worker has changed. They are child care givers, hospital workers and restaurant workers. They not slackers and do not live somewhere else. Many struggle working 2-3 minimum wage jobs. Ms. Frenzel cited her grandmother's success. By paying well, she never had turnovers, and had employees who helped her business remain strong for many years. Minimum wage workers would have higher consumer power in town. Sick people won't be forced to wait on you. Keeping these provisions is the right thing to do. She said the Village is a leader in schools, downtown beauty and a park district that is second to none. She asked the Board to lead here too.

Resident Janet Meinheit of the SHE Project said the project's mission is to facilitate discussion and learning. They take no official position on Agenda items. She said she appreciated the Board taking input tonight and agreeing to move the vote to May. She said she hopes to get as many community members educated and aware. She asked if the Board could post agendas 1-2 weeks before a meeting and thanked the Board for the work they do.

Resident Keith Moens said half of the people on minimum wage are 25 years old. There is no evidence that raising the minimum wage hurts businesses. Raising it actually helps businesses. He asked the Board to consider proven research and give a demand side boost to the economy. A higher minimum wage attracts a more stable workforce. The idea that the Village has to opt out is an economic myth. Raising the minimum wage from $8.25 to $13 over 3 years is not going to make or break any business in this town. To opt out seems cruel, mean and unnecessary. He asked the Board to do the right thing.

Resident Betsy Stevens said her family survived on minimum wage in earlier days. They worked hard and got ahead. Since the 1980's wages have been flat. People can't survive today like they could then. For some people, it is the only thing that keeps them afloat during a hard time or the only way to move ahead a rung. There will always be those who say they can't afford it. If they can't, they should look at other costs or profit margins. The money paid would be spent in the community. She asked the Board to keep the minimum wage and sick leave ordinances.

Resident Peg Lane said her father started his own small business, paid more than minimum wage and inspired decades of loyalty amongst his workers. As a teacher, she said she witnessed a family stop purchasing prescription medication for a child because of other bills. When children are not medicated properly, they are not available to learn. One minimum wage worker cannot support themselves, let alone children. Adults working 60 hour weeks are dependent upon relatives for their children's care. She asked the Board if this is the quality of life they want for the residents. She said the Village has full time workers living in poverty who are forced to make impossible choices on a limited budget. She asked the Board to please commit to increase of the minimum wage and the sick leave. She thanked the Board for delaying the vote.

Bob Hollanbach, a teamster's member, said the people who would be hurt are moms and dads, single parents, and people who need to make a living but find it difficult to find a job. He said this was a human rights issue.

Jonathan Rapp, Hope Center and Journeys Manager, said their organization supports accepting the $13 minimum wage and the 5 day sick leave ordinances.

Sister Carrie Miller, a Sister of the Living Word, thanked the Board for deferring the vote. She said there are a growing number of single parents in the Village. To live here in the most basic apartment takes $19 per hour. The greatest number of single moms is at the minimum wage level. They are our servants, if they have a right to serve us, do they not have a right to live here? She said this is a matter of justice for women and children. She said she appreciated the Board's openness to discussion and research, and that the Village has an opportunity to creatively resolve this as not an either/or situation.

Resident Dr. George Motto said he and many seniors have chosen to remain in the Village in their retirement. The number of seniors is increasing, but the number of caregivers is decreasing. As a senior, he said he was concerned about who is going to provide care for seniors. He said he hopes it is not people who are being paid minimum wage and are unhappy in their job. Some say increasing minimum wage is good, some say it's hard on restaurants. As a physician, poverty is a very significant determinant of decreased well-being and health. Poverty sucks ambition and motivation from people. An adult working 40 hours a week can't afford to buy things. What kind of economy do we have when full time workers can't afford to buy things? He requested the Board to not opt out because it was the right thing to do.

Resident Andrea Johnson said she went from $42 an hour to being unemployed when her company relocated. She said she got hired for $8.50 an hour. At the time, her child was 10 years old who got sick a lot. She did not have options for sick days, if she missed a day she would be fired. Within 6 months, she was able to be reemployed. She said it was very difficult and she had to rely on food pantries to feed her child. She asked for the Board to consider those in difficult situations who do not have family back up. Additional money and sick time is very important.

Joanne Legal, a public health nurse who serves suburban Cook County, said she has seen the negative public health effects of low wage jobs. She said she was speaking for mothers and fathers working and struggling, especially those who have ill children. Sometimes there are 3 jobs per person. These parents miss family time and are limited in their ability to pay for day care. They are often nail technicians, home health providers and certified nurse's assistants in nursing homes. She said there is a direct link between income and the health of a community. Those people will spend their money here.

Tom Lusart said it was important for the Board to make their opinions public before the election. Poverty leads to excess in crime. He said if you reduce poverty, you reduce crime.

Resident Emily Boldingh said there are economic reasons for providing a living wage and sick days. People who make lower incomes are not hiding their money; they spend it in the community. The Federal Reserve Banks said that every increase in pay increases spending for a minimum wage household. Seattle raised its minimum wage, has low rates of unemployment and has reported no increase of prices on goods and services. Small business owners report a rise in productivity and decreased turnover. In 2014, 2/3 of residents voted to increase the minimum wage. Village voters believe we have an obligation to take care of those struggling to make ends meet. It is a smart choice and right choice to eliminate poverty in our community. The voters have spoken; do not ignore the clear majority of the voters. She said she would like the Board's compassion extend to lower wage workers and their families.

Bill Zars, former photographer for the Daily Herald, said he had a quintuple bypass, and a stroke took away his vision. He is now on disability and had to lose his job. His pay dropped to less than half. He said he couldn't imagine people trying to raise a family on less than what he has. He asked the Board to not opt out.

Megan January said she was in support of the minimum wage increase and paid sick leave. Anyone who works 40 hours should be able to support themselves let alone a family. Thank you for extending deadline. She asked the Board to not take away rights earned by workers.

President Hayes said it was suggested to him by many of the speakers present to put over the vote until May 1. It was not intentional that the date was after the election to avoid stating positions. He said the Board is desirous to hear more input. He said it would be improper to state a position without considering all input, and it is incumbent upon the Board to hear from everyone before a final decision is made.

Trustee Tinaglia thanked those who came out. He said everyone has a relatable story to the ones heard tonight. He said he sees both sides of this fence and has a heart. He said it is impossible to rent an apartment buy a car and purchase groceries on $8.25 an hour. He said he was anxious to hear more on both sides of the issue.

Trustee Glasgow said he would have trouble forcing a nonprofit to pay more in salaries when the State is behind in their payments. Mr. Recklaus said the only exemption is for local governments. Trustee Glasgow said he was concerned with unintended consequences on assistance agencies. Trustee Glasgow asked staff for the following information: How will this affect businesses in Chicago? What is the average salary increase? What is the percentage of profit for local businesses? How did the Village's County Commissioners vote?

Trustee LaBedz said this is a philosophical issue and very important. She appreciated the stance to postpone because it will allow more people to weigh in.

Trustee Sidor asked how will this move forward? President Hayes said communications can be forwarded to Mr. Recklaus who will consolidate and disseminate to the Board. If anyone wants to submit information, please send to Mr. Recklaus, a Board member or to Village staff. A vote will occur May 1, 2017.

Trustee moved to Motion. Trustee Seconded the Motion.
The Motion:

XIV. REPORT OF THE VILLAGE MANAGER

A. Ivy Hotel - 519 W. Algonquin Rd. - Early Review

John O'Conner, attorney for the petitioner, said this is a scaled down plan from the one originally presented which changes the proposed hotel to 13 stories with 102 rooms. They shrank the size of the building and the eliminated a banquet room to try and get the parking requirements down. They were not successful in purchasing other properties for alternative parking. They would like to get the Board's opinion on this new parking situation and see if the project is economically feasible.

President Hayes said the current proposal has 175 parking spaces when 255 is required. He said in a worst case scenario, there would not be enough parking. Mr. O'Conner said Pace had been approached for additional parking but the lot is not easily accessible. The hotel would be busy Monday-Thursday, and the banquet facility is busy on the weekends. He explained that they have 30 valet spots in addition to the 175 spaces. Which means the new plan needs a 20% variance for 205 spots. Having only one grand ballroom brings down pressure on parking.

James Casares, General Manager of the Ivy Hotel in Chicago, said historical 10 year hotel occupancy in Arlington Heights is lower than 50% on weekends. So, when the banquet facility is busy the hotel would not be and when the hotel would be busy the banquet facility would not be. The banquet business has almost no revenue Monday-Thursdays. The weekend business is weddings, and they need hotel space.

Mr. Perkins said there have not been any renderings of the building submitted yet. There is not height restriction in this location. The petitioner is trying to see if this is acceptable before they go too much further. Staff would like to see details and a parking study. There is no resident impact and no issue with the flight paths.

Trustee Scaletta asked what happens if they are out of parking on any given day. He said he needs to understand what plan B is. He would like to hear from a professional that will put these ideas into numbers. Mr. Casares said they are working on that. Today, people take Uber. Trustee Scaletta asked in the event this building is constructed, would the Village be able to respond to a fire? Mr. Perkins said that size of building would receive a mutual aid response, and the building would have to be Fire Code compliant.

Trustee Tinaglia said he was not afraid of 13 stories. His concern was with the site plan and determining the maximum parking. He said typically, the site parking dictates the size of the building, not the other way around. Valet parking stalls don't mean anything. There is still a parking deficit, and he questioned why the Board would go forward with something that was destined to fail. He said he did not want problems 2 years later.

Trustee Glasgow noted that the Doubletree hotel has 67% of its required parking. Mr. Perkins said the Doubletree has a combined parking area and he has not personally had any complaints on lack of parking there. However, the offices next door are empty in evening. Trustee Glasgow asked if the Ivy is pursuing the other spaces for additional parking. Mr. O'Conner said the only opportunity would be to go back to Pace. There are two other areas possible for parking, but those owners were not interested in selling. He said there is a large market for business travelers and airline employees who would not be driving there and parking. The addition of the Valet parking makes them 69% compliant with the required parking. Double tree is at 67%. Trustee Glasgow said he wants to see additional work on parking. He said he did not want to stall the project because they are 2% over another hotel that is active.

Trustee LaBedz asked who the lounge and coffee shop would serve. Mr. Casares said the patrons. The hotel customers need a place to have meals and it is good to have an attraction like the open air rooftop if they are in meetings all day. They will also offer a complimentary shuttle to the airport. Trustee LaBedz said maybe the parking deficit won't be as dramatic in reality.

Trustee Blackwood recommended they have at least two shuttles. The Doubletree is successful is because of the shuttle service. Mr. Casares said there will not be a destination restaurant on the roof or inside.

Trustee Sidor asked if staffing was considered in the parking numbers. Mr. Perkins said the parking Code requirements are all inclusive and assume a portion is employees. That is why village has asked for parking study. Trustee Sidor said he liked the concept but parking is the issue. If parking is okay, he would be in favor.

President Hayes said staff has suggested that a detailed parking study be supplied. Mr. Perkins said their next step would be to amend their earlier plans and submit a traffic study. President Hayes said this is closer to something the Board could approve but there is more work to be done to satisfy contingency plans and over flow parking.

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

Mr. Elrod invited the Board to his law firm's event on April 21, which provides information to municipal officials.

XVII. ADJOURNMENT

Trustee John Scaletta moved to adjourn at 10:45. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Glasgow, Hayes, LaBedz, Scaletta, Sidor, Tinaglia

Absent: Farwell, Rosenberg

Item: Warrant Register 3/30/17

Department: Village Clerk

Bid Section

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

ATTACHMENTS:

Description	**Type**
3/30/17 Warrant Register	Warrant Register

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 3 - 30 - 2017

Fund	Fund Description	Total Transaction Amount
101	General Fund	$81,461.17
215	CDBG Fund	$478.00
231	Criminal Investigation Fd	$12,259.62
235	Municipal Parkg Opr Fund	$4,171.73
401	Capital Projects Fund	$39,698.79
431	Public Building Fund	$89,979.12
505	Water and Sewer Fund	$66,456.31
515	Arts,Entert & Events Fund	$6,490.94
605	Health Insurance Fund	$8,789.65
611	General Liability Ins Fnd	$17,662.02
615	Workers Compensation Ins	$33,206.20
621	Fleet Operations Fund	$5,491.74
625	Technology Fund	$79,214.92
715	Guaranty Deposits Fund	$1,150.00
TOTAL ALL FUNDS		$446,510.21

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 0					
Division: 0					
205323	715-0000-220.93-00	AARON HAMMOND	REFUND BOND	$200.00	$200.00
205326	505-0000-140.10-00	AMERICAN PRINTING TECHNOLOGIES	POSTAGE	$2,135.56	$2,135.56
205330	101-0000-421.10-00	ARGO ROOFING CO	REFUND DUPL PAYMENT	$130.00	$130.00
205335	101-0000-433.14-00	BLUE CROSS BLUE SHIELD	REFUND AMBULANCE CLAIM	$600.00	$753.92
			REFUND AMBULANCE CLAIM	$80.00	
			REFUND AMBULANCE CLAIM	$73.92	
205345	101-0000-421.99-00	CISTER TO CISTER SALON	REFUND BUSINESS LICENSE	$22.00	$22.00
205361	101-0000-433.14-00	MARILOU CROUCH	REFUND AMBULANCE CLAIM	$80.00	$80.00
205362	101-0000-432.06-00	D R HORTON INC	REFUND BCRB MEETING	$110.00	$220.00
			REFUND BCRB MEETING	$110.00	
205363	715-0000-220.93-00	DANLEY'S GARAGE WORLD	REFUND BOND	$200.00	$200.00
205364	715-0000-220.93-00	DANLEYS GARAGE WORLD	REFUND BOND	$200.00	$200.00
205365	715-0000-220.93-00	DANLEYS GARAGE WORLD	REFUND BOND	$150.00	$150.00
205370	715-0000-220.93-00	ERIC NIGGAS	REFUND BOND	$200.00	$200.00
205378	101-0000-441.15-00	UMA GANTI	REFUND PARKING TICKET	$30.00	$30.00
205389	231-0000-250.20-00	IL STATE POLICE ASSIST SEIZURE UNIT	SEIZED FUNDS IL STATE POL	$11,844.00	$11,844.00
205398	101-0000-421.05-00	CAROLYN LUMIA	REFUND VEHICLE STICKER	$15.00	$15.00
205408	101-0000-433.14-00	NATL GOVERNMENT SERVICES	REFUND AMBULANCE CLAIM	$289.75	$289.75
205415	101-0000-433.14-00	PARENTS OF AIDEN KORB	REFUND AMBULANCE CLAIM	$114.70	$114.70
205428	715-0000-220.93-00	RMB LLC SERIES II	REFUND BOND	$200.00	$200.00
205429	101-0000-421.05-00	GERTRUDE RODIG	REFUND VEHICLE STICKER	$12.00	$12.00
205452	101-0000-421.99-00	TITANVPORCHES	REFUND BUSINESS LICENSE	$50.00	$50.00
801623	101-0000-210.95-00	RTA/CTA BENEFIT PROGRAM	RTA TRANSIT FARE PROGRAM	$570.00	$570.00
901223	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	FUNDING 3-13-17	$5,041.49	$5,041.49
901224	101-0000-210.91-00	EMPLOYEE BENEFITS CORP	CLAIMS - 3-20-17	$3,950.59	$3,950.59
			Total Division:	**$26,409.01**	
			Total Department:	**$26,409.01**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**1**	**Board of Trustees**			
Division:	**1**				
205340	101-0101-501.21-65	CAPTION FIRST INC	CLOSED CAPTIONING 2-2017	$600.00	$600.00
			Total Division:	**$600.00**	
			Total Department:	**$600.00**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**2**	**Integrated Services**			
Division:	**1**				
205384	101-0201-502.22-03	HARRIS TRUST & SAVINGS BANK	RACKHOUSE TAVERN LIC	$60.00	$220.46
			WYNDHAM SPRINGFIELD	$6.01	
			WYNDHAM SPRINGFIELD	$145.77	
			CAFE ANDIAMO	$8.68	
205405	101-0201-502.22-02	MORRISON ASSOCIATES LTD	DUES	$1,500.00	$1,500.00
205412	101-0201-502.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$11.97	$11.97
205419	101-0201-502.22-03	PETTY CASH	TRAINING	$37.98	$37.98
205440	101-0201-502.21-65	SPRINT	ACCT 466761884	$100.00	$100.00
205444	515-0201-525.40-55	SUMMERFIELD ZOO INC	HOLIDAY 12-1-2017	$950.00	$950.00
205447	515-0201-525.40-55	SUNSHINE FARM II	HOLIDAY 12-1-2017	$965.00	$965.00
			Total Division:	**$3,785.41**	
			Total Department:	**$3,785.41**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**3**	**Human Resources**			
Division:	**1**				
205376	615-0301-552.42-75	GALLAGHER BASSETT SERVICES INC	CLAIMS - MEDICAL LOSS	$9,096.86	$21,927.36
			CLAIMS - MEDICAL LOSS	$12,830.50	
	615-0301-552.42-80		CLAIMS - W/C	$4,907.47	$11,058.60
			CLAIMS - W/C	$3,651.13	
			CLAIMS - LIABILITY LOSS	$2,500.00	
205384	101-0301-503.22-02	HARRIS TRUST & SAVINGS BANK	PUBLICSALARY	$390.00	$390.00
	615-0301-552.22-02		SHRM MEMBER	$199.00	$199.00
205411	605-0301-552.20-50	NORTHWEST COMMUNITY HOSPITAL	SERVICE HEALTH TESTING	$1,340.00	$5,393.00
			SERVICE HEALTH TESTING	$3,184.00	
			SERVICE HEALTH TESTING	$869.00	
205419	605-0301-552.20-50	PETTY CASH	SUPPLIES	$60.00	
	615-0301-552.20-50		SUPPLIES	$21.24	$21.24
205460	605-0301-552.20-58	VISION SERVICE PLAN	VSP BASE - APRIL 2017	$1,272.52	$3,336.65
			VSP PREMIUM - APRIL 2017	$2,064.13	
901223	101-0301-503.21-65	EMPLOYEE BENEFITS CORP	FEES 3-15-17	$712.00	$712.00
901224	101-0301-503.21-65	EMPLOYEE BENEFITS CORP	FEES 3-15-17	$682.00	$682.00
			Total Division:	**$43,779.85**	
			Total Department:	**$43,779.85**	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 4		**Legal Department**			
Division: 1					
205358	101-0401-503.21-65	COOK COUNTY RECORDER OF DEEDS	RECORDINGS	$342.00	$342.00
205371	101-0401-503.20-15	ERNEST R BLOMQUIST PC	RETAINER	$4,170.00	$4,170.00
205372	101-0401-503.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	$35.82	$107.10
			SHIPPING/DELIVERY SERVICE	$44.36	
			SHIPPING/DELIVERY SERVICE	$26.92	
205384	101-0401-503.22-03	HARRIS TRUST & SAVINGS BANK	METRA TBI	$58.50	$58.50
205413	101-0401-503.22-05	PADDOCK PUBLICATIONS INC	ADVERTISING	($254.00)	$-254.00
205419	101-0401-503.22-03	PETTY CASH	TRAINING	$60.00	$98.68
			TRAINING	$13.00	
			TRAINING	$25.68	
205430	101-0401-503.21-65	ROSE MARY JURINEK	COURT REPORTER	$280.00	$280.00
			Total Division:	**$4,802.28**	
			Total Department:	**$4,802.28**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**5**	**Finance**			
Division:	**1**				
205328	101-0501-503.21-65	ANDRES MEDICAL BILLING LTD	SERVICE FINANCIAL	$6,964.39	$6,964.39
205375	611-0501-552.20-70	GALLAGHER ARTHUR J & CO	17/18 CRIME INSTALLMENT	$2,886.00	$2,886.00
205376	611-0501-552.42-53	GALLAGHER BASSETT SERVICES INC	CLAIMS - VEHICLE LOSS	$8.50	$8.50
	611-0501-552.42-60		CLAIMS - LIABILITY LOSS	$12,178.50	$12,178.50
205384	101-0501-503.22-03	HARRIS TRUST & SAVINGS BANK	ILLINOIS GOVERNMENT FIN	$190.00	$190.00
205410	101-0501-503.21-02	NEOPOST USA INC	EQUIPMENT MAINTENANCE	$1,039.91	$1,039.91
205412	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$416.03	$416.03
205413	101-0501-503.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	$56.70	$531.90
			ADVERTISING	$155.25	
			ADVERTISING	$51.30	
			ADVERTISING	$66.15	
			ADVERTISING	$64.80	
			ADVERTISING	$62.10	
			ADVERTISING	$75.60	
205419	101-0501-503.22-03	PETTY CASH	TRAINING	$36.82	$36.82
205421	611-0501-552.42-53	CONRAD PITTER	VEHICLE REPAIR	$2,589.02	$2,589.02
			Total Division:	**$26,841.07**	
			Total Department:	**$26,841.07**	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**6**	**Information Technology**			
Division:	**1**				
205327	625-0601-553.20-39	AMERICANEAGLE INC	FEES	$180.00	$180.00
205339	625-0601-553.30-05	CANON SOLUTIONS AMERICA	SUPPLIES	$180.00	$180.00
205342	625-0601-572.50-10	CDS OFFICE TECHNOLOGIES	COMPUTERS,DP & WORD PROC.	$7,032.00	$7,032.00
205349	625-0601-553.21-65	COMCAST PROCESSING CENTER	ACCT 907065060	$5,214.33	$5,214.33
205366	625-0601-572.50-10	DELL MARKETING LP	COMPUTERS,DP & WORD PROC.	$38,927.20	$38,927.20
205384	625-0601-553.22-03	HARRIS TRUST & SAVINGS BANK	BOSON SOFTWARE LIC	$194.65	$194.65
	625-0601-553.30-05		AMZAON MKTPLACE PMTS	$13.08	$13.08
205390	625-0601-553.21-02	IMAGE SYSTEMS & BUSINESS SOLUTIONS	EQUIPMENT MAINTENANCE	$129.25	$621.05
			EQUIPMENT MAINTENANCE	$104.50	
			EQUIPMENT MAINTENANCE	$110.55	
			EQUIPMENT MAINTENANCE	$104.50	
			EQUIPMENT MAINTENANCE	$172.25	
205402	625-0601-553.21-02	MERIDIAN IT INC	COMPUTERS,DP & WORD PROC.	$10,753.46	$10,753.46
205446	625-0601-553.20-39	SUNGARD PUBLIC SECTOR	SERVICE MISCELLANEOUS	$16,019.18	$16,019.18
205458	625-0601-553.21-65	VERIZON WIRELESS	INV 9781952881	$79.97	$79.97
			Total Division:	**$79,214.92**	
			Total Department:	**$79,214.92**	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**10**	**Boards & Commissions**			
Division:	**8**				
205443	101-1008-502.20-75	STEPHEN LASER & ASSOCIATES	INDIVIDUAL EXAMS	$1,650.00	$1,650.00
			Total Division:	**$1,650.00**	
Division:	**17**				
205374	101-1017-502.40-58	FRONTIER DAYS INC	SPONSORSHIP-FRONTIER DAYS	$1,000.00	$1,000.00
			Total Division:	**$1,000.00**	
Division:	**18**				
205404	515-1018-525.40-55	LAURIE MITCHELL	REIMB HEARTS OF GOLD	$285.98	$285.98
			Total Division:	**$285.98**	
			Total Department:	**$2,935.98**	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 20		**Special Events**			
Division: 5					
205384	515-2005-525.50-55	HARRIS TRUST & SAVINGS BANK	DMI DELL	$3,174.40	$4,289.96
			A2A RECOGNICTION	$623.66	
			BMI SUPPLY	$491.90	
			Total Division:	**$4,289.96**	
			Total Department:	**$4,289.96**	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 30		**Police Department**			
Division: 1					
205334	101-3001-511.22-03	ANDREW BLEVINS	TRAINING	$203.00	$203.00
205337	101-3001-511.22-03	RYAN BUTCHER	REPLACE CK 203140	$45.00	$45.00
205360	101-3001-511.33-30	CORPORATE IDENTITY INC	SUPPLIES	$271.21	$271.21
205377	101-3001-511.33-25	GALLS LLC	GEAR BAG	$264.00	$264.00
205379	101-3001-511.21-65	GOLF ROSE PET LODGE	SERVICE MISCELLANEOUS	$112.00	$112.00
205380	101-3001-511.22-03	TARYN GOMBAR	TRAINING	$15.00	$60.00
			TRAINING	$15.00	
			TRAINING	$30.00	
205384	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	HARPER E COMMERCE	$79.00	$491.40
			AMERICAN AIRLINES	$412.40	
	101-3001-511.30-05		AMZAON MKTPLACE PMTS	$29.96	$29.96
	101-3001-511.33-05		EUROPEAN CRYSTAL RST	$1,054.26	$2,208.52
			TIF AMLINGS FLO	$100.00	
			EUROPEAN CRYSTL RST	$1,054.26	
	101-3001-511.33-25		DD/BR	$37.98	$300.18
			RTE 12 TOOLS	$73.24	
			PANERA BREAD	$42.50	
			JEWEL	$17.46	
			IALLERGY.COM	$129.00	
205394	101-3001-511.33-25	KIESLER POLICE SUPPLY & AMMUNITION	POLICE EQUIPMENT & SUPPLY	$845.25	$845.25
205409	101-3001-511.22-03	NELSON ALEXANDRA	TRAINING	$228.00	$228.00
205412	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$574.48	$574.48
205418	101-3001-511.22-03	KIM PETERSON	TRAINING	$15.00	$15.00
205420	101-3001-511.33-25	PETTY CASH/POLICE	SUPPLIES	$80.53	$80.53
205425	101-3001-511.30-35	RAY O'HERRON	CLOTHING & APPAREL	$241.00	$667.91
			CLOTHING & APPAREL	$18.00	
			CLOTHING & APPAREL	$135.98	
			CLOTHING & APPAREL	$147.00	
			CLOTHING & APPAREL	$15.95	
			CLOTHING & APPAREL	$109.98	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205431	101-3001-511.33-25	ROUTE 12 RENTAL CO INC	SUPPLIES	$54.92	$54.92
205433	101-3001-511.22-03	TIMOTHY SCANLAN	TRAINING	$30.00	$30.00
205435	101-3001-511.40-67	SCIENTIFIC ANIMAL FEEDS AND NEEDS	CANINE UNIT PROGRAM	$60.00	$193.67
			CANINE UNIT PROGRAM	$60.99	
			CANINE UNIT PROGRAM	$72.68	
205438	101-3001-511.22-03	SJODIN ALF	TRAINING	$230.00	$230.00
205445	101-3001-511.22-10	SUMMIT PRINT SOLUTIONS	SERVICE PRINTING	$48.00	$48.00
205459	101-3001-511.40-67	VETERINARY SPECIALTY CENTER	VETERINARY SERVICES	$3,333.74	$3,333.74
			Total Division:	$10,286.77	

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205347	231-3003-511.40-11	CMS ACCOUNTING	POLICE EQUIPMENT & SUPPLY	$132.81	$265.62
			POLICE EQUIPMENT & SUPPLY	$132.81	
205439	231-3003-511.40-11	SPERANDO, RICHARD	TRAINING	$150.00	$150.00
			Total Division:	$415.62	
			Total Department:	$10,702.39	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	35	Fire			
Division:	1				
205325	101-3501-512.30-35	AIR ONE EQUIPMENT	SHOES AND BOOTS	$626.60	$626.60
	101-3501-512.31-65		APPLIANCES	$301.21	$301.21
	101-3501-512.31-85		SAFETY & FIRST AID EQUIP.	$106.15	$106.15
205384	101-3501-512.22-02	HARRIS TRUST & SAVINGS BANK	4TE IDPH EMS HWYSAFETY	$20.00	$62.00
			4TE IDPH EMS HWYSAFETY	$40.00	
			4TE EMT BASIC INITAL	$1.00	
			4TE EMT BASIC INITAL	$1.00	
	101-3501-512.30-35		IRA GREEN INC	$60.00	$60.00
	101-3501-512.31-65		AMAZON.COM	$240.99	$240.99
	101-3501-512.32-80		C.O.D. BKST	$144.83	$144.83
	101-3501-512.33-05		WEBER GRILLS	$42.81	$42.81
205391	101-3501-512.31-65	INTERSTATE ALL BATTERY CENTER	BATTERIES	$9.80	$9.80
205393	101-3501-512.30-35	JG UNIFORMS	CLOTHING & APPAREL	$798.00	$2,244.50
			CLOTHING & APPAREL	$798.00	
			CLOTHING & APPAREL	$83.50	
			SHOES AND BOOTS	$230.00	
			CLOTHING & APPAREL	$335.00	
			Total Division:	**$3,838.89**	
			Total Department:	**$3,838.89**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	40	Planning			
Division:	1				
205381	101-4001-521.20-05	GOVTEMPSUSA LLC	SERVICE PROFESSIONAL	$1,792.00	$3,584.00
			SERVICE PROFESSIONAL	$1,792.00	
205384	101-4001-521.21-65	HARRIS TRUST & SAVINGS BANK	APL ITUNES COM BILL	$0.99	$0.99
	101-4001-521.40-40		ICSC	$610.00	$610.00
205396	101-4001-521.21-65	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIPTS	$212.45	$212.45
205399	101-4001-521.40-40	MANUFACTURERS NEWS INC	ADVERTISING	$440.02	$440.02
205412	101-4001-521.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$102.79	$162.90
			OFFICE SUPPLIES	$54.55	
			OFFICE SUPPLIES	$5.56	
205417	101-4001-521.40-40	PERKINS CHARLES WITHERINGTON	REIMBURSEMENT	$504.17	$504.17
205419	101-4001-521.40-40	PETTY CASH	ECONO ALLIANCE	$12.00	$12.00
205424	401-4001-571.50-30	QT SIGNS	SERVICE CONSTRUCTION	$5,986.00	$5,986.00
205461	101-4001-521.40-41	VISUAL EDGE CREATIVE SERVICES	AD	$75.00	$75.00
			Total Division:	**$11,587.53**	
			Total Department:	**$11,587.53**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**41**	**Community Devl Block Grnt**			
Division:	**1**				
205454	215-4101-522.41-54	TOWNSHIP HIGH SCHOOL DIST #214	CDBG PROGRAM	$478.00	$478.00
			Total Division:	**$478.00**	
			Total Department:	**$478.00**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 45		**Building**			
Division: 1					
205384	101-4501-523.21-02	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS	$268.99	$268.99
	101-4501-523.30-01		IAEI	$23.00	$123.00
			IAEI	$12.00	
			BUILDING MEDIA	$59.00	
			BUILDING MEDIA	$29.00	
205392	101-4501-523.22-03	INTL CODE COUNCIL	TRAINING MATERIALS	$10.00	$10.00
205412	101-4501-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	($24.99)	$290.95
			OFFICE SUPPLIES	$100.60	
			OFFICE SUPPLIES	$215.34	
205450	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	$38.00	$5,252.00
			SERVICE BLDG MAINT	$4,424.00	
			SERVICE BLDG MAINT	$600.00	
			SERVICE BLDG MAINT	$152.00	
			SERVICE BLDG MAINT	$38.00	
			Total Division:	**$5,944.94**	
Division: 2					
205322	101-4502-523.30-05	A & E RUBBER STAMP CORP	OFFICE SUPPLIES	$37.81	$37.81
205359	101-4502-523.21-10	CORELOGIC SOLUTIONS LLC	PROPERTY SEARCH	$220.00	$220.00
205384	101-4502-523.22-03	HARRIS TRUST & SAVINGS BANK	IL TOLLWAY	$40.00	$40.00
205401	101-4502-523.22-03	MEERSMAN, CATHY	CPR TRAINING	$115.00	$115.00
			Total Division:	**$412.81**	
Division: 3					
205384	101-4503-523.31-65	HARRIS TRUST & SAVINGS BANK	SWI SW IMPORT CO	$85.24	$276.66
			KATEASPEN.COM	$161.31	
			BARGAIN BALLONS	$30.11	
205403	101-4503-523.21-65	METROPOLIS PERFORMING ARTS CENTRE	PROGRAM INSTRUCTIONAL FEE	$545.00	$545.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205412	101-4503-523.31-65	OFFICE DEPOT	SUPPLIES	$68.92	$68.92
205451	101-4503-523.22-40	THREE O THREE TAXI FLASH CAB	TAXI RIDES (6) X $3	$18.00	$18.00
			Total Division:	$908.58	
			Total Department:	$7,266.33	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**50**	**Engineering**			
Division:	**1**				
205383	401-5001-571.50-30	HAMPTON LENZINI & RENWICK INC	SERVICE PROFESSIONAL	$6,750.85	$6,750.85
205400	101-5001-524.22-03	MASSARELLI JAMES	TRAINING	$8.49	$8.49
205414	101-5001-524.22-03	PAGONES MICHAEL	TRAINING	$8.49	$8.49
205426	101-5001-524.22-03	RANDY RECKLAUS	TRAINING	$7.00	$7.00
205434	101-5001-524.22-03	BRIGET SCHWAB	TRAINING	$8.49	$15.49
			TRAINING	$7.00	
			Total Division:	**$6,790.32**	
			Total Department:	**$6,790.32**	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**71**	**Public Works**			
Division:	**1**				
205329	101-7101-531.22-03	APWA CHICAGO METRO CHAPTER	SNOW PLOW EVENT	$180.00	$240.00
			SNOW PLOW EVENT	$60.00	
205344	101-7101-531.21-11	CINTAS CORP	MAT SERVICE	$23.56	$47.12
			MAT SERVICE	$23.56	
205352	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	2278061084	$104.92	$104.92
205353	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	1851137062	$56.16	$419.05
			4103039009	$362.89	
205357	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	3291084013	$3,415.57	$3,415.57
205368	101-7101-531.21-50	DYNEGY ENERGY SERVICES	1627055057	$1,004.45	$1,004.45
205382	101-7101-531.31-65	GPM SYSTEMS	SUPPLIES	$798.00	$798.00
205388	101-7101-531.22-02	IL DEPARTMENT OF AGRICULTURE	HODGE -LICENSE	$15.00	$60.00
			BRAUNSREUTER LICENSE	$15.00	
			HECK- LICENSE	$15.00	
			TUCKER LICENSE	$15.00	
205397	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$129.63	$165.36
			BUILDER'S SUPPLIES	$35.73	
	101-7101-531.31-65		BUILDER’S SUPPLIES	$11.39	$85.33
			HARDWARE SUPPLIES	$73.94	
	101-7101-531.31-85		HAND TOOLS-POWER/NON POW	$170.94	$170.94
205422	101-7101-531.21-55	POWELL TREE CARE INC	SERVICE TREES	$805.00	$805.00
205423	101-7101-531.30-35	PRO SAFETY INC	CLOTHING	$201.60	$201.60
205427	101-7101-531.30-39	RKA PETROLEUM COMPANIES INC	FUEL,OIL,GREASE, & LUBES	$14,559.86	$14,559.86
205437	101-7101-531.31-45	SHERWIN ACE HARDWARE	JANITORIAL SUPPLIES	$4.59	$4.59
	101-7101-531.31-55		ELECTRICAL EQUIP & SUPPLY	$9.53	$9.53
	101-7101-531.31-65		BUILDER’S SUPPLIES	$6.99	$53.50
			BUILDER'S SUPPLIES	$28.95	
			BUILDER'S SUPPLIES	$4.99	
			BUILDER'S SUPPLIES	$3.59	
			TAPE, ADHESIVE	$8.98	
205455	401-7101-572.50-15	TRAFFIC CONTROL CORP	STREET/SIDEWALK SUPPLIES	$1,085.00	$20,578.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205455	401-7101-572.50-15.	TRAFFIC CONTROL CORP	STREET/SIDEWALK SUPPLIES	$19,493.00	$20,578.00...
205462	235-7101-571.50-25	WALKER PARKING CONSULTANTS	SERVICE CONSTRUCTION	$744.00	$744.00
801624	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	3183115007	$24.67	$118.17
			5492508009	$93.50	
			Total Division:	$43,584.99	
			Total Department:	$43,584.99	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 72		**Water and Sewer**			
Division: 1					
205336	505-7201-561.50-15	BURNS MCDONNELL	SERVICE CONSULTING	$1,870.00	$1,870.00
205338	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$19,627.14	$21,582.14
			RENTAL/LEASE EQUIPMENT	$1,955.00	
	505-7201-561.21-62		SERVICE DISPOSAL	$5,070.00	$5,070.00
	505-7201-561.31-90		STREET/SIDEWALK SUPPLIES	$16,358.18	$16,358.18
205348	505-7201-561.22-70	COMCAST CABLE	STATIC IP ADDRESSES	$184.85	$184.85
205351	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0528113037	$3,014.50	$3,014.50
205352	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0831079049	$147.88	$147.88
205353	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0441087047	$80.42	$80.42
205354	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	1092085063	$110.99	$2,117.40
			0081080033	$2,006.41	
205355	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0117046072	$168.40	$168.40
205356	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	1257044037	$1,006.98	$1,006.98
205369	505-7201-561.21-50	DYNEGY ENERGY SERVICES	0297160055	$416.44	$416.44
205385	505-7201-561.21-35	HBK WATER METER SERVICE INC	SERVICE METER	$1,094.26	$1,094.26
205386	505-7201-561.21-50	HOMEFIELD ENERGY	0300013030	$4,182.40	$4,182.40
205397	505-7201-561.31-05	LOWES COMMERCIAL SERVICES	PUMPING SYSTEM SUPPLIES	$84.76	$84.76
	505-7201-561.31-85		HAND TOOLS-POWER/NON POW	$28.47	$92.24
			HAND TOOLS-POWER/NON POW	$26.57	
			HAND TOOLS-POWER/NON POW	$37.20	
205423	505-7201-561.30-35	PRO SAFETY INC	CLOTHING	$184.80	$184.80
205437	505-7201-561.31-02	SHERWIN ACE HARDWARE	SUPPLIES	$21.99	$41.52
			SUPPLIES	$19.53	
	505-7201-561.31-55		BUILDER'S SUPPLIES	$10.58	$10.58
	505-7201-561.31-65		FUEL,OIL,GREASE, & LUBES	$11.97	$30.45
			BUILDER'S SUPPLIES	$18.48	
205442	505-7201-561.31-02	STANDARD PIPE & SUPPLY INC	GALV. PIPE	$59.19	$59.19
205449	505-7201-561.31-02	TEST GAUGE & BACKFLOW SUPPLY	METER SUPPLIES	$2,596.03	$2,601.67
			PRESSURE ASSY	$5.64	
205453	505-7201-561.21-02	TOPCON SOLUTIONS STORE	EQUIPMENT MAINTENANCE	$1,650.00	$1,650.00

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
801624	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0645171017	$49.36	$2,271.69
			1284169036	$81.21	
			1104021044	$117.01	
			0087155164	$526.47	
			0117046072	$206.96	
			1257044037	$1,290.68	
			Total Division:	$64,320.75	
			Total Department:	$64,320.75	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**73**	**Parking**			
Division:	**3**				
205350	235-7303-532.21-50	COMMONWEALTH EDISON COMPANY	4643395004	$927.57	$927.57
205387	235-7303-532.21-50	HOMEFIELD ENERGY	4643395004	$2,500.16	$2,500.16
			Total Division:	**$3,427.73**	
			Total Department:	**$3,427.73**	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**75**	**Municipal Fleet Services**			
Division:	**1**				
205331	621-7501-551.31-51	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	($63.21)	$24.49
			VEH MAINTENANCE SUPPLY	($133.95)	
			VEH MAINTENANCE SUPPLY	$119.63	
			VEH MAINTENANCE SUPPLY	$102.02	
205332	621-7501-551.31-51	BATTERIES PLUS	BATTERIES	$244.08	$883.49
			BATTERIES	$235.56	
			BATTERIES	$403.85	
205333	621-7501-551.31-51	BDI	VEH MAINTENANCE SUPPLY	$258.05	$258.05
205341	621-7501-551.31-51	CAR QUEST	VEH MAINTENANCE SUPPLY	$10.52	$477.91
			VEH MAINTENANCE SUPPLY	$28.46	
			VEH MAINTENANCE SUPPLY	$240.03	
			VEH MAINTENANCE SUPPLY	$115.16	
			VEH MAINTENANCE SUPPLY	$83.74	
205343	621-7501-551.31-51	CHICAGO PARTS AND SOUND	VEH MAINTENANCE SUPPLY	$30.72	$314.92
			VEH MAINTENANCE SUPPLY	$169.96	
			VEH MAINTENANCE SUPPLY	$114.24	
205346	621-7501-551.21-36	CITY WELDING SALES & SERVICE	CYLINDER RENTAL	$121.86	$121.86
205367	621-7501-551.31-51	DOUGLAS TRUCK PARTS INC	VEH MAINTENANCE SUPPLY	$105.84	$256.60
			VEH MAINTENANCE SUPPLY	$150.76	
205373	621-7501-551.31-51	FOSTER COACH SALES INC	VEH MAINTENANCE SUPPLY	$36.11	$36.11
205397	401-7501-572.50-15	LOWES COMMERCIAL SERVICES	EQUIPMENT, NON OFFICE	$6,383.94	$6,383.94
205406	621-7501-551.21-07	MORTON GROVE AUTOMOTIVE WEST	VEH EQUIPMENT MAITENANCE	$165.00	$165.00
205407	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	($134.10)	$251.22
			VEH MAINTENANCE SUPPLY	$45.37	
			VEH MAINTENANCE SUPPLY	$39.97	
			VEH MAINTENANCE SUPPLY	$299.98	
205416	621-7501-551.31-51	PATTEN INDUSTRIES INC	VEH MAINTENANCE SUPPLY	($5.34)	$118.32
			VEH MAINTENANCE SUPPLY	($34.50)	
			VEH MAINTENANCE SUPPLY	$115.00	
			VEH MAINTENANCE SUPPLY	$40.88	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
205416	621-7501-551.31-51	PATTEN INDUSTRIES INC...	VEH MAINTENANCE SUPPLY	$86.07	$118.32...
			VEH MAINTENANCE SUPPLY	$486.43	
			VEH MAINTENANCE SUPPLY	$30.42	
			VEH MAINTENANCE SUPPLY	$145.44	
			VEH MAINTENANCE SUPPLY	($561.42)	
			VEH MAINTENANCE SUPPLY	($181.44)	
			VEH MAINTENANCE SUPPLY	($3.22)	
205423	621-7501-551.30-35	PRO SAFETY INC	CLOTHING	$33.60	$33.60
205432	621-7501-551.31-51	RUSH TRUCK CENTERS OF ILLINOIS INC	VEH MAINTENANCE SUPPLY	$262.50	$262.50
205436	621-7501-551.31-51	SERVICE COMPONENTS	VEH MAINTENANCE SUPPLY	$138.81	$138.81
205437	621-7501-551.31-51	SHERWIN ACE HARDWARE	BATTERIES	$4.99	$8.95
			VEH MAINTENANCE SUPPLY	$3.96	
	621-7501-551.31-65		EQUIPMENT, NON OFFICE	$7.59	$7.59
205441	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$271.71	$344.08
			VEH MAINTENANCE SUPPLY	$72.37	
205448	621-7501-551.31-51	TERMINAL SUPPLY CO	VEH MAINTENANCE SUPPLY	$51.54	$51.54
205456	621-7501-551.21-07	ULTRA STROBE COMMUNICATIONS INC	VEH EQUIPMENT MAINTENANCE	$75.00	$75.00
205457	621-7501-551.21-07	UNIVERSAL HYDRAULIC SERVICES	VEH EQUIPMENT MAINTENANCE	$595.00	$595.00
205463	621-7501-551.31-51	WENTWORTH TIRE SERVICE	TIRES	$278.20	$278.20
205464	621-7501-551.31-51	ZARNOTH BRUSH WORKS INC	VEH MAINTENANCE SUPPLY	$788.50	$788.50

Total Division:	**$11,875.68**
Total Department:	**$11,875.68**

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	90	Capital			
Division:	13				
205324	431-9013-571.50-25	ADVENT SYSTEMS INC	FIBER OPTIC TERMINATION	$2,910.00	$2,910.00
205395	431-9013-571.20-05	LEGAT ARCHITECTS	SERVICE CONSULTING	$87,069.12	$87,069.12
			Total Division:	$89,979.12	
			Total Department:	$89,979.12	
TOTAL ALL FUNDS:				$446,510.21	

Item: Report of the Committee-of-the-Whole Meeting of April 3, 2017

Department: Village Manager's Office

Report of the Committee-of-the-Whole Meeting of April 3, 2017

Armand's Restaurant - 101 W. Campbell St. - Use of Public Sidewalk for Outdoor Dining

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Bid Section

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

Item: Police Annex and 4th Floor Municipal Building Renovation Bid Package #1

Department: Planning & Community Development

The Police Station feasibility study accepted in September 2015 by the Board identified two smaller projects to accommodate some off site Police Department needs in existing Village facilities. One project involved renovations and utilization of the former unused Fire Department training facility as a new Police annex for long term off-site storage. The study also identified utilizing a portion of the Village Hall 4th floor for long term evidence storage. Utilizing these existing facilities helps provide cost effective solutions for the Police Station.

In 2016, the Village retained the services of Riley Construction as construction manager for the new Police Station. Legat Architects designed renovation plans for these two facilities and Riley Construction bid the two projects to sub-contractors for construction. The bids received were tabulated and were initially above cost estimates. After a series of value engineering exercises, the plans have been revised substantially and Riley Construction again bid the project for construction. These two small projects have been bid early in an effort to allow the Police Department to move long term storage and evidence storage from the existing Police Building prior to the main move to the temporary location. Doing this ensures that the long term evidence storage is properly maintained to protect the necessary chain of custody from a security point of view.

Riley Construction 2017 Bid Package #1

Police Annex	
Construction	$48,534
Fees	$1,819
TOTAL	$50,353
4th Floor Municipal Building	
Construction	$145,546
Fees	$5,455
	$151,001
Total Bid package #1	$201,354

Funds are budgeted in account #431-9013-571-5025 (BL16-10) for this project.

The construction drawings for the 4th floor Municipal Building renovation includes modification to HVAC, mechanical, and fire protection systems, as well as the need to construct tall walls within the 4th floor space. The bids are within Riley's overall schematic design bid estimate for the project and the two projects combined are consistent with cost estimates. The Riley bids include general conditions as well as other costs such as construction contingency, performance bond, insurance, and construction management fees.

Recommendation

It is recommended that the Village Board approve the early bid package #1 for the Police Annex and 4th Floor Village Hall renovation for the Police Station project and authorize Riley Construction to proceed with construction in the amount $201,354.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

Item: Arlington Heights Police Evidence Storage System

Department: Planning & Community Development

One component of the new Police Station project will be the renovation of a portion of the 4th floor of the Municipal Building for long term evidence storage. Legat Architects has designed the renovation of a portion of the 4th floor and Riley Construction has bid sub-contractors for the construction work of this space. A separate item includes the removal and re-installation of the existing Bradford storage system located in the existing Police Department to the finished space on the 4th floor. Utilization of the existing storage system is not only environmental friendly, but more cost effective than purchasing a new system in its entirety.

It is important to disassemble and relocate this high density Bradford storage system and for long term evidence storage prior to the full Police Station move to the temporary location in order to maintain a secure chain of custody for the evidence. A negotiated price with Bradford has been obtained for $30,370.00. The high density storage systems are propriety to Bradford Systems. The Bradford storage system has a “lifetime” warranty on all structural components including the carriages frame and rail. If we have another vendor move this equipment all Bradford lifetime warranties will be null and void. In addition to Bradford Systems relocating the system, they will provide a new warranty that includes 5-years on all moving parts and one year of labor. Funds are budgeted in the Furniture, Fixtures, Equipment (FF&E) account for fiscal year 2018 and 2019. However, some items such as this for FF&E, are occurring earlier. Therefore, a budget amendment is needed.

<u>Recommendation</u>
It is recommended that the Village Board waive competitive bidding requirements and authorize an agreement with Bradford Systems of Bensenville, IL in the amount of $30,370.00 and approve a budget transfer from Reserves to account 431-9013-571-5010 EQ1610.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:
Bid Amount:

Item: Water Meter & Backflow Device Service Contracts - Divisions A & B

Department: Public Works

BACKGROUND

Bid packages were sent to local water meter service and backflow device service providers. These bids are for three-year contracts. It should be noted that for both of these contracts the bids are based on estimated quantities. Actual annual costs will vary but all work will be based on the awarded unit prices. The total bid prices shown below were determined by taking last year's actual quantities and applying the various unit prices. This provided the ability to compare the bidders, although the exact amount of money spent cannot be determined in advance. The bids are tabulated as follows:

BIDDER	**DIVISION A**	**DIVISION B-1**
Taylor Plumbing Wheeling, IL	$121,260	N/A
American Backflow Inc. Wauconda, IL	$123,133	N/A
Alpine SAP Inc. Carol Stream, IL	$125,482	N/A
Skirmont Mechanical Elgin, IL	$138,324	N/A
T & J Plumbing Inc. Chicago, IL	$178,446	N/A
HBK Water Meter Srvs. Palatine, IL	$161,700	$194,675
Calumet City Plumbing Calumet City, IL	$199,395	N/A
Geostar Mechanical Rockford, IL	$275,800	N/A
M. E. Simpson Inc. Valparaiso, IN	N/A	$304,550

For Division A (Backflow Device Service), the lowest cost proposal came from Taylor Plumbing of Wheeling, IL. Taylor Plumbing has performed this same contract in the past for Arlington Heights in a satisfactory manner.

For Division B (Water Meter Service), the lowest bid cost was submitted by HBK Water Meter Services of Palatine, Illinois. HBK has successfully executed this contract in the past and their bid submittal is in compliance with the specifications. HBK Water Meter Service has provided excellent water meter service to our residents and businesses in the past.

RECOMMENDATION

It is recommended that the Village Board award a Backflow Device Service Contract (Division A) to Taylor Plumbing in accordance with the unit prices and the budgeted amount not to exceed $185,000. It is also recommended that the Village Board award a Water Meter Service Contract (Division B) to HBK Water Meter Service Company in accordance with the unit prices and not to exceed amount of $136,000.

Bid Section

Item:	Water Meter & Backflow Services Contracts - Divisions A & B
Bid Opening Date:	March 17, 2017
Account Numbers:	505-7201-561.21-35 and 505-7201-561.31-02
Total Budget for Specific Item:	$185,000 (Acct. 505-7201-561.21-35) and $136,000 (Acct. 505-7201-561.31-02)
Bid Amount:	Unit Prices as submitted

Item: High Profile Landscaping 2017

Department: Public Works

The High Profile Landscape Maintenance contract covers the complete landscaping maintenance of 36 locations throughout the community. These areas are highly visible to the public and are maintained to the highest quality standard. The Village is responsible for the maintenance of these areas, including turf maintenance, flower installation/maintenance, mowing, fertilizing, edging, aerating, sprinkler maintenance and general litter removal. A bid opening was held on March 24, 2017 at 11:00 AM. The following seven bids were opened and publicly read aloud:

BIDDER	**TOTAL ANNUAL BID PRICE**
City Escape Garden Chicago, IL	$55,295
Milieu Design Wheeling, IL	$55,590
Acres Group Wauconda, IL	$57,307
Olive Grove Landscaping St. Charles, IL	$71,940
KGI Landscaping Skokie, IL	$72,128
Flecks Landscaping Wheeling, IL	$84,588
Local LawnCare Naperville, IL	$110,318

City Escape Garden of Chicago, IL is the lowest responsible bidder.

The bid is for weekly maintenance and Staff anticipates utilizing 35 cycles during the year. The contract is for three years with three possible one-year extensions. The weekly price is fixed for the first three years and has an optional once per extension price escalator of no more than half of the Consumer Price Index.

The bid from City Escape Garden of Chicago, IL was the lowest bid received at $55,295. Staff is recommending that the Village award the contract to City Escape Garden as the lowest responsible bidder. Staff has checked their references and all are favorable. These references include the Villages of Oak Park and Berwyn, as well as the Chicago Departments of Transportation and Aviation.

RECOMMENDATION

It is recommended that the Village Board award the three-year contract to the lowest responsible bidder, City Escape Garden of Chicago, Illinois, for the not-to-exceed total annual bid price of $55,295 and authorize Staff to execute the necessary documents.

Bid Section

Item:	High Profile Landscaping 2017
Bid Opening Date:	March 24, 2017
Account Numbers:	101-7101-531.21-11 AND 101-7101-531.21-15
Total Budget for Specific Item:	
Bid Amount:	$55,295 annual bid price

Item: Parkway Restoration

Department: Public Works

The approved 2017 Budget includes $42,500 for contractual parkway restoration for watermain breaks, sewer repairs, snow plowing, and tree removals at various locations throughout the Village. The bids were based on an estimated total of 10,000 square feet of turf restoration. This estimate included a percentage breakdown of each type of restoration based on historical averages. Bid specifications were prepared, publicly advertised, and sent to local contractors. Three contractors responding at the March 24, 2017 bid opening. The following three bids were opened and publicly read aloud:

Bidder	**Seed**	**Hydro-Seed**	**Seed-Mat**	**Sod**	**Total Cost per 10,000 square feet**
City Escape Garden Chicago. IL	$2,040	$180	$215	$750	$3,185
Olive Grove St. Charles, IL	$4,250	$325	$375	$425	$5,375
KGI Landscaping Wheeling, IL	$79,900	$48,000	$89,900	$110,000	$327,800

The bid from City Escape Garden of Chicago, IL was the lowest bid received based on 10,000 square feet of restoration. The actual amount spent will depend on the amount of turf restoration work performed by this contractor, which is dependent on the number of utility repairs and installations, tree removals, and snow plow damage which result in the need for this work.

Staff is recommending that the Village award the contract to City Escape Garden as the lowest responsible bidder. Staff has checked their references and all are favorable. These references include the Villages of Oak Park and Berwyn, as well as the Chicago Departments of Transportation and Aviation.

The prices submitted by KGI Landscaping are reported as read, although it appears that there was some sort of mathematical error involving decimal points.

RECOMMENDATION

It is recommended that the Village Board award a three-year contract to City Escape Garden of Chicago, Illinois in accordance with the prices submitted in their bid for an amount not-to-exceed $42,500 and to authorize Staff to execute the necessary documents.

Bid Section

Item:	Parkway Restoration
Bid Opening Date:	March 24, 2017
Account Numbers:	101-7101-531.21-15 and 505-7201-561.21-30
Total Budget for Specific Item:	$35,000 (101-7101-531.21-15) and $7,500 (505-7201-561.20-30)
Bid Amount:	$3,185

Item: Public Properties Turf Mowing 2017

Department: Public Works

The Village's turf mowing contract covers approximately 70 acres of property at 91 public sites throughout the community. The Village is responsible for maintenance of these areas, which includes mowing, edging, aerating and general litter removal. A bid opening was held on March 24, 2017 at 11:00 AM. The following six bids were opened and publicly read aloud:

BIDDER	BID TOTAL WEEKLY COSTS
KGI Landscaping Skokie, IL	$1,579.00
Milieu Design Inc. Wheeling, IL	$2,104.89
Local Lawn Care Naperville,IL	$2,592.00
Gilio Landscape Arlington Heights, IL	$2,884.00
Flecks Landscaping Wheeling, IL	$3,232.00
Acres Group Wauconda, IL	$3,320.00

The bid is for weekly mowing services during the growing season, approximately April - November. The contract is for three years with three possible one-year extensions. The weekly price is fixed for the first three years and has an optional once per extension price escalator of no more than half of the Consumer Price Index.

The apparent low bidder is KGI Landscaping of Skokie, IL. Staff checked the four references supplied by KGI and received three return calls, only one of which was favorable. KGI also failed to provide unit prices for additional work on the bid proposal form as requested. As such, we do not believe that it is in the Village's best interest to award this contract to KGI Landscaping. Staff is therefore recommending that KGI's bid be rejected for the reasons summarized above.

Staff is recommending that the Village award the contract to Milieu Design of Wheeling, IL as the lowest responsible bidder. Staff has checked Milieu's references and all are favorable. Milieu has performed similar services successfully for the Village in the past, and staff believes that Milieu is capable of the successful performance of this contract.

RECOMMENDATION

It is recommended that the Village Board award a three-year contract to Milieu Design Inc. of Wheeling, Illinois in an amount not to exceed $2,104.89 total weekly cost.

Bid Section

Item:	Public Properties Turf Mowing 2017
Bid Opening Date:	March 24, 2017
Account Numbers:	101-7101-531.21-15
Total Budget for Specific Item:	
Bid Amount:	$2,104.89 Total Weekly Cost

Item: Water System Improvements 2017

Department: Public Works

The approved FY17- FY21 Capital Improvement Program includes $1,500,000 for the funding of Water System Improvements. This project is part of the Village's ongoing program to replace aging watermains throughout the Village. The Public Works Department evaluates and prioritizes watermain replacement based on defect severity, occurrence interval of failures, service reliability and other related parameters. This year's project includes the replacement of all the watermain within the Regency Park subdivision, a storm water repair on University Drive, and grading site work to relieve storm water accumulating on East Regency Drive. The Village often creates bidding documents with base and alternate options to leverage all possible funds for watermain replacement.

Bids were duly advertised and publicly read aloud on March 27, 2017. The bid tabulations are below:

BIDDER	GRAND TOTAL (all Alternates)
Performance Construction	$1,459,415.00
Fox Excavating	$1,574,705.00
Elanar Construction	$1,582,772.00
City Construction	$1,623,175.44
Patnik Construction	$1,651,854.00
Congdon Sewer	$1,691,675.00
Alamp Concrete	$1,715,022.50
RA Mancinni	$1,804,086.25
Vian Construction	$1,814,274.00
John Neri Construction	$1,844,997.00
Trine Construction	$1,883,695.20
Campanella Construction	$1,913,115.89
Concept Plumbing	$2,009,482.00

Performance Construction of Plano, IL submitted the lowest bid. The Village's design engineer, McClure Engineering recommends that Performance Construction be awarded the contract for the 2017 Water System Improvements. Performance Construction has performed similar work for the Village of Arlington Heights Public Works Department in the past, and their project was concluded favorably. Therefore, Staff concurs with McClure's recommendation and recommends the bid be awarded to Performance Construction. The bidder has been determined to be responsible and the bid meets specifications.

RECOMMENDATION

It is recommended that the Village Board award a contract for the 2017 Water System Improvements to the low responsible bidder Performance Construction of Plano, Illinois in the amount of $1,459,415 and authorize the execution of the necessary documents.

Bid Section

Item:	Water System Improvements 2017
Bid Opening Date:	March 27, 2017
Account Numbers:	$1,500,000 (Acct. 505-9001-571.50-25 WA 9001) and $59,415 (Acct. 426-7101-511.50-25 SW1520)
Total Budget for Specific Item:	$1,500,000
Bid Amount:	$1,459,415

Item: Cured In Place Sewer Lining 2017

Department: Public Works

BACKGROUND

The Municipal Partnering Initiative (MPI) is a working group of sixteen Chicagoland suburban municipalities which have been working together on group bids since the fall of 2010. Combining multiple municipal bids allows for lower pricing through greater quantities. The Village of Arlington Heights led a group of municipalities this year on a bid for “Cured in Place” (CIPP) Sewer Lining. Bids were duly advertised and publicly opened by the Village of Buffalo Grove on behalf of the Municipal Partnering Initiative on March 13, 2017.

CIPP lining is a non-destructive method of rehabilitating older sewers. This process “sleeves” the inside of older clay sewers with a new epoxy fiberglass resin. This method of rehabilitation is normally applied to sewers with cracking or a history of cave-ins at locations where open excavation repair is either too expensive, inaccessible or both. In this case we have several rear yard sanitary sewers that have visible cracks and are inaccessible. This work also includes reinstating the service connections to each home. The Village has been rehabilitating sanitary sewers through CIPP lining for five years. This program is part of a multi-year program to rehabilitate our aging sewer system. The 2017 budget includes $300,000 for this program.

This MPI bid was jointly collected for the Villages of Wheeling, Lincolnshire, Buffalo Grove, Rolling Meadows, Mount Prospect and Arlington Heights. The total bid price for all municipalities is listed below for the 2017 MPI Lining contract:

BIDDER	**TOTAL**
Hoerr Construction	$1,961,912.00
Visu-Sewer	$2,094,796.43
Insituform Technologies	$2,098,578.80
Michaels Corporation	$2,492,525.00
SAK Construction	$2,627,287.20

The Village successfully worked with the low bidder, Hoerr Construction in the past for the Sewer Lining Program. The bidder has been determined to be responsible and the bid meets specifications.

RECOMMENDATION

It is recommended that the Village Board accept the bid received by the Municipal Partnering Initiative from the low responsible bidder, Hoerr Construction of Peoria, Illinois, for the CIPP Sewer Lining Program for the not-to-exceed amount of $300,000 for our portion, and further authorize execution of a contract.

Bid Section

Item:	Cured In Place Sewer Lining 2017
Bid Opening Date:	Municipal Partnering Initiative March 13, 2017
Account Numbers:	505-9001-571.50-25 (SW 9001)
Total Budget for Specific Item:	$300,000
Bid Amount:	

Item: Sewer Televising Camera Purchase

Department: Public Works

BACKGROUND

The approved 2017 Budget for $309,000 includes $215,000 for a new Sewer Televising Camera. The existing camera which was purchased in 2002, is unreliable and prone to repetitive failures due to a design flaw with the cabling connections. The existing camera is not entirely water proof and has therefore been susceptible to electrical shorts. The present rate of repairs is roughly one repair for every three usage occurrences.

It is the goal of the Sewer Unit to televise 25,000 linear feet per year of our sanitary and combined sewer systems, which translates to about one tenth of both systems. In years past, this goal has been achieved, although in recent years our televising continuity has been greatly diminished due to the unreliability of the existing camera system. The new camera recommended for purchase has an expected life of 15 years.

The general plan for televising and processing the reports would be about 2,500 linear feet per day. This would represent about 80 hours per year of camera time allocated to routine inspection. The camera is also used frequently for help in determining the cause of flow problems or to confirm the condition of homeowner connections to our sewer mains. A recent quote for the rental of a camera similar to the proposed replacement camera is $450/hour on a daily basis. This would place the yearly cost for rental at $36,000 for routine inspections alone. The Sewer Unit must also televise about 80,000 linear feet of sanitary sewer before January 2020 as a requirement of the recently mandated Metropolitan Water Reclamation District (MWRD) Inflow and Infiltration Assessment. The additional MWRD required televising would represent about $115,200 in additional rental fees over the three year period. Based on these rental costs and our projected annual usage, it is more cost effective to purchase a camera.

The National Joint Purchasing Authority (NJPA) is a joint purchasing cooperative that is similar to the Northwest Municipal Conference and offers joint purchasing services/products to local agencies. The NJPA includes a bid for the camera equipment necessary to retrofit our existing high cube van. The total cost for equipment and the retrofit to give us a new fully functional camera system to perform existing and future televising would be $144,739, which includes the trade-in of our existing camera system. This represents a significant savings from the budgeted amount. Atlantic Machinery of Silver Springs, MD won the bid for the camera system.

Staff recommends the Board declare the old camera system as surplus and utilize it towards trade-in for the new camera system, with a trade-in value of $26,705, which brings the purchase total to $144,739.

RECOMMENDATION

It is recommended that the Village Board declare the current camera system surplus, with a trade-in value of $26,705, and award the bid for the purchase of a Sewer Televising Camera and retrofit to Atlantic Machinery of Silver Springs, Maryland in the total amount of $144,739 and authorize Staff to execute the necessary documents.

Bid Section

Item:	Sewer Televising Camera Purchase
Bid Opening Date:	National Joint Powers Alliance
Account Numbers:	505-7201-561.50-15 (EQ 9401)
Total Budget for Specific Item:	$215,000
Bid Amount:	$144,739

Item: Tank Rehabilitation Inspection Services Well #16

Department: Public Works

BACKGROUND

On February 22, 2017 bids were opened for painting and comprehensive repairs to the west water tank at Well #16. The Board awarded the painting and repairs of Well #16 - West Tank to Jetco on March 20, 2017.

In preparation for the rehabilitation and painting, Staff prepared a Request for Proposals (RFP) for inspection services.

Proposals were solicited from three engineering firms with the in-house expertise for these highly specialized inspection services. The highly specialized nature of construction inspection services during water tank painting and welding makes the competitive proposal process difficult. The following three proposals were received for these specialized inspection services:

VENDOR	TOTAL PRICE
Robinson Engineering	$32,400.00
Strand Engineering	$36,900.00
Dixon Engineering	$49,481.75

Robinson Engineering will perform project administration, review pay requests, paint inspection, weld inspection, material disposal administration, and project closeout for this project. It is expected that this project once begun will take about four months to complete. The importance of painting condition assessment is critical to minimize the potential for coating failures. When paint is applied properly, the coating should last at least 25 years. The low proposal from Robinson Engineering for related services is $32,400. Staff has checked references for Robinson Engineering and found them to be favorable.

RECOMMENDATION

It is recommended that the Village Board award a contract for professional services for Well #16 Tank Rehabilitation Inspection to the low responsible bidder, Robinson Engineering of Volo, Illinois, for $32,400 for project administration and water tank inspection, and authorize staff to execute the necessary documents.

Bid Section

Item:	Tank Rehabilitation Inspection Services Well #16
Bid Opening Date:	March 22, 2017
Account Numbers:	505-9001-571.50-25 (WA 1101)
Total Budget for Specific Item:	
Bid Amount:	$32,400

Item: Ordinance - Land Use Variation - New Hope Academy

Department: Planning/Legal

An Ordinance Granting a Land Use Variation
(New Hope Academy, 3250 N. Arlington Heights Road)

Bid Section

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

ATTACHMENTS:

Description	**Type**
Land Use Variation - New Hope Academy	Ordinance

AN ORDINANCE GRANTING A LAND USE VARIATION

WHEREAS, on March 8, 2017, pursuant to notice, the Plan Commission conducted a public hearing on the application of New Hope Academy David/Brandy Larrance, ("Petitioner") for a land use variation to allow a private school in an M-1 Research, Development and Light Manufacturing District; and

WHEREAS, the Plan Commission has recommended the granting of a land use variation for the subject property; and

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

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

SECTION ONE: That a Land Use Variation is hereby granted to permit a private school in an M-1 Research, Development and Light Manufacturing District for the property legally described as:

Parcel 1:
All that part of the Northwest ¼ of the Northwest ¼ and of the North ½ of the Southwest ¼ of the Northwest ¼ of Section 8, Township 42 North, Range 11, East of the Third Principal Meridian, lying West of the West line of Freedom Small Farms, a subdivision of parts of the West ½ of the Northwest ¼ of Section 8, and lying South of the center line of Fairview Lane, as shown upon plat of said subdivision, extended to the West, in Cook County, Illinois; excepting therefrom the following portions thereof; exception Portion A: the East 597.14 feet thereof; exception Portion B: that part taken and condemned in Case No. 70 l 9667 by the Department of Public Works and Buildings of the State of Illinois for relocated Arlington Heights Road; exception Portion C: that part lying Northerly of the Northerly line of relocated Arlington Heights Road.

Parcel 2:
The West 287.14 feet of the East 597.14 feet of that part of the Northwest ¼ of the Northwest ¼ and of the North ½ of the Southwest ¼ of the Northwest ¼ of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, lying West of the West line of Freedom Small Farms, a subdivision of parts of the West ½ of the Northwest ¼ of Section 8, lying South of the center line of Fairview Lane (extended to the West) as shown upon plat of said subdivision recorded June 17, 1941 as Document No. 12703394, in Cook County, Illinois; excepting therefrom the following portions thereof: exception Portion A: that part conveyed by Reinhold and Ruth E. Rieve to the State of Illinois for the use of the Department of Public Works and Building by deed dated July 16, 1970 and recorded August 14, 1970 as Document No. 21227380; exception Portion B: that part lying Northerly of the Northerly line of relocated Arlington Heights Road, being a line drawn between a point in the East line of the aforesaid West 287.14 feet that is 404.89 feet South of the aforesaid extension of the center line of Fairview Lane, as measured along the East line of the aforesaid West 287.14 feet, and a point in the West line of the aforesaid East 597.14 feet that is 192.276 feet South of the aforesaid extension of the center line of Fairview Lane.

P.I.N. 03-08-102-035-0000 and 03-08-102-029-0000

commonly described as 3250 N. Arlington Heights Road, Arlington Heights, Illinois. Use of the property shall be in substantial compliance with the Floor Plan, dated February 27, 2017, prepared by Partners in Design, Architects, consisting of sheet DS01, submitted by the Petitioner, copies of which are on file with the Village Clerk and available for public inspection.

SECTION TWO: That the land use variation granted by this Ordinance is subject to the following conditions, to which the Petitioner has agreed:

1. The revised landscaping as specified in the plan received on March 3, 2017, must be installed prior to occupancy of the New Hope Academy on the subject property.

2. The Petitioner shall ensure that the property owner replaces the water meter and single detector check valve as outlined in the Memorandum from the Public Works Department dated February 2, 2017.

4. The Petitioner shall work with the Police Department to provide a School Resource Officer (“SRO”) for New Hope Academy or will make other provisions as deemed necessary by the Police Department, if after one year or at any point in the future it is determined by the Police Department that a dedicated SRO is necessary at New Hope Academy.

5. The Petitioner shall comply with all applicable Federal, State and Village codes, regulations and policies.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 3rd day of April, 2017.

____
Village President

ATTEST:

____
Village Clerk

LEGLB: LANDUSE/New Hope Academy

Item: Ordinance - Land Use Variation - Hillside Auto

Department: Planning/Legal

An Ordinance Granting a Land Use Variation and a Variation from Chapter 28 of the Arlington Heights Municipal Code
(Hillside Auto, 25 E. University Drive)

Bid Section

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

ATTACHMENTS:

Description	Type
Land Use Variation - Hillside	Ordinance

AN ORDINANCE GRANTING A LAND USE VARIATION AND A VARIATION FROM CHAPTER 28 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

WHEREAS, on October 28, 2015, pursuant to notice, the Plan Commission conducted a public hearing on the application of Hillside Auto Body and Service, Inc. ("Petitioner") for a land use variation to allow a motor vehicle repair facility, major, in an M-1 Research, Development and Manufacturing District and for a variation from Chapter 28 of the Arlington Heights Municipal Code for the property located at 25 E. University Drive, Arlington Heights, Illinois; and

WHEREAS, the Plan Commission has recommended the granting of a land use variation and a variation from the Zoning Ordinance for the subject property; and

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

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

SECTION ONE: That a land use variation is hereby granted to permit a motor vehicle repair facility, major, in an M-1 Research, Development and Manufacturing District at the property legally described as:

> Lot 16 in resubdivision of part of Lot 1 and all of Lots 2 thru 5 inclusive in Arlington Industrial and Research Center Unit 1, being a subdivision of part of the Southwest ¼ and part of the Northwest ¼ of Section 8, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded May 10, 1966 as Document Number 19821923 in Cook County, Illinois.
>
> P.I.N. 03-08-103-004

and commonly described as 25 E. University Drive, Arlington Heights, Illinois, in compliance with the Site Plan, consisting of two sheets and the floor/landscape plan, consisting of one sheet, submitted by the Petitioner, copies of which are on file with the Village Clerk and available for public inspection.

SECTION TWO: That a variation from Section 6.12-1(3), Traffic Engineering Approval, of Chapter 28 of the Arlington Heights Municipal Code, waiving the requirement for a traffic study and parking analysis from a Certified Traffic Engineer, is hereby granted.

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

1. A new ten foot tall vinyl solid fence shall be required along the perimeter of the site per Exhibit A (site plan).

2. Landscaping shall be installed at the front of the building as illustrated on the floor/site plan.

3. The Petitioner shall repair, fill and patch potholes and cracks in the storage lot.

4. The Petitioner shall stripe parking spaces along the rear of the building to accommodate employees, estimated at five employees.

5. A Metropolitan Water Reclamation District permit may be required for the sanitary system grease trap in order to conform with an automotive use.

6. Junkyards and vehicle compactors/crushers are specifically prohibited.

7. Hours of operation shall be limited to 8:00 a.m. until 6:00 p.m. Monday through Friday and 8:00 a.m. until 12:00 p.m. on Saturday.

8. The Petitioner shall comply with all applicable Federal, State, and Village codes, regulations, and policies.

SECTION FOUR: As stated in the letter from the Petitioner's representative dated January 19, 2017 (attached to this ordinance), the Petitioner agrees that all business operations will cease at the 200 East Palatine Road property no later than December 31, 2018.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 3rd day of April, 2017.

____
Village President

ATTEST:

____
Village Clerk

LandUse:Hillside - Final

HILLSIDE

Hillside Transportation, L.L.C.
200 E. Palatine Road, Arlington Heights, Illinois 60004
120 W. University Drive, Arlington Heights, Illinois 60004
Phone: (847) 253-0183 Fax: (847) 253-1658
cbalek@hillsidetowing.net

January 19, 2017

Via Email

Mr. Charles Perkins
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Re: Petitioner Hillside Auto Body & Service, Inc.
Property: 25 E. University Drive, Arlington Heights
PIN No. 03-08-103-0004-0000
File No.: P.C. 15-004

Dear Charles:

It was a pleasure speaking with you last week. Pursuant to our discussion, please find attached Hillside Auto Body & Service, Inc.'s ("Hillside") amended floorplan with a spray booth (approximately 30 feet x 14 feet). The spray booth will be attached to the rear of the building (Southwest Corner, approximately 25 feet away from fence and property line). No building modifications or alterations will be required. Hillside also requests that Proposed Condition 6, and any other relevant conditions, be amended to remove the prohibition against painting motor vehicles.

Moreover, as discussed, Hillside will cease business operations at 200 E. Palatine Road, Arlington Heights no later than December 31, 2018.

We look forward to receiving a Meeting Date. Please let me know if you have any questions or comments.

Very truly yours,

Colleen Balek

Colleen Balek

Attachments

cc. Ms. Robin Ward (via email)
J. Samuel Tenenbaum (via email)

Item: Resolution - Lease - Temporary Police Station

Department: Police/Legal/Planning

One of the critical components of the new Police Station development is finding an appropriate temporary location for the Police Department during construction. Early in the process, the overriding goals for the Police Department temporary relocation were identified as follows:

1. Keep the Police Department all together in one location.
2. Location must provide for and allow a fully functioning Police Department.
3. Maintain employee morale.
4. Explore the most cost effective solution.

In addition, in an effort to keep costs at a minimum, Legat Architects worked with the Police Department and they determined that 15,000 square foot space would be the absolute minimum amount of space necessary.

Options Determined not Viable

Options initially evaluated that have been determined to be not viable are as follows:

- Temporary trailers situated along the Sigwalt parking lots. This was determined not to be a viable option due to the construction zone congestion and the overriding goals outlined above.
- Use of Village Hall. It is not possible to fit the Police Department in one location or all of the Police Department within the existing Village Hall. However, some office space needs are being accommodated for report writing etc., for public safety officers and police patrol working centrally in the Village.
- Construction of a prefabricated 15,000 square foot building at the Public Works Annex. This has also been dropped from further consideration due primarily to probable costs with building a 15,000 square foot structure and the inability to provide 100 plus parking spaces and associated costs and the remote access for the public.
- Temporary trailer rental off site. This was also dropped from further considerations because the cost estimates of this option, which at an estimated $1.2 million plus rental of the property, provided little to no cost savings over office rental.
- Possible purchase and property acquisition of property.

Timing and Issues

There are a number of key components to the temporary relocation including timing issues and budget.

- Timing: Legat Architects and Riley Construction are moving forward on construction drawings with a potential phased construction start anticipated for May/June 2017.
- Secure Data: The Police Department requires secure data to be able to access Federal security systems. Providing secure data can take anywhere from 30 to 120 days for the installation by Comcast depending on the property.
- Tenant Improvement: All of the facilities evaluated required some level of tenant improvements. The sites that were eliminated from further consideration had a variety of drawbacks, including requiring substantial renovation or a lack of visibility.
- Budget: The Village has budgeted $2.2 million for other building costs including temporary relocation, moving cost, rent, and other miscellaneous cost that may be necessary in order to construct a new Police Station. The Shure Drive property and tenant improvements are well within this range.
- Generator: The issue of a generator backup for the temporary space has been discussed at length. None of the buildings available have a full generator backup. The 1500 Shure property has a generator for elevators and security lighting. The property also has another generator that if economically feasible could be re-commissioned and utilized to provide back power for the first floor lease space. Alternatively, the lease allows the Village to install its own small 30 kW generator.

Search for Space

Eighteen different sites were identified by the Temporary Relocation Team. As a result of this search of available sites, a request for interest was issued to the property owners and real estate representatives. Some property owners' representatives were not interested in having a temporary Police facility at their location or were not interested in a short term lease. Of those that responded, eight sites remained feasible.

In October, November, and December, the eight locations were visited by the Temporary Relocation Team. One site was ruled out due to the costs of the lease rates. Other sites were ruled out due to either poor visibility or significant tenant improvement costs. In early December, the team visited the two leading candidates for a second time. At the conclusion of this analysis, the team began to negotiate a Letter of Intent (LOI) for the property located at 1500 W. Shure Drive.

The following are the reasons the Temporary Relocation Team is recommending a lease for property at 1500 W. Shure Drive:

- Easiest and fastest location to provide Comcast secure data. Comcast indicated 30 to 60 days to install secure data at this location. An Agreement with Comcast has been executed in order to meet this time frame.
- First floor space by the east entry door for front desk and all 24/7 operations.

- A vast amount of parking is available on the property and designated patrol squad vehicle parking is acceptable.
- Secure washrooms for Police Department only are available on the third floor.
- The space currently has sufficient offices and break room.

Lease Summary
The following is a summary of key elements of the lease:
- 24 month term with one 3 month option;
- Ability to vacate after 14 months with no termination fee subject to 45 day notice;
- Approximately 15,000 square feet consisting of approximately 2,300 square feet on the first floor with the remainder on the third floor;
- Monthly gross rent of $21,896.88 for 15,000 square feet;
- Ability to install security as needed; 35 reserved parking for marked vehicles; and
- Right to utilize existing generator or install one.

If any Board member wishes to discuss anything related to the negotiations of the Lease, a Closed Session can be requested.

RECOMMENDATION
It is recommended that the Village Board adopt the attached Resolution Approving a Lease and authorize execution of the lease for the temporary Police Station at 1500 W. Shure Drive.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	**Type**
Lease - Temporary Police Station	Resolution

A RESOLUTION APPROVING A LEASE WITH YPI ARLINGTON LLC

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

SECTION ONE: That a lease by and between the Village of Arlington Heights and YPI Arlington LLC, to lease space at the One North Arlington building located at 1500 W. Shure Drive, Arlington Heights, Illinois, which shall serve as the temporary relocation of the Arlington Heights Police Station during construction of a new station, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute said lease on behalf of the Village of Arlington Heights.

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

AYES:

NAYS:

PASSED AND APPROVED this 3rd day of April, 2017.

____
Village President

ATTEST:

____
Village Clerk

STANDARD OFFICE LEASE

This Standard Office Lease ("**Lease**") is made and entered into as of this ______ day of March, 2017, by and between **YPI ARLINGTON, LLC**, a Delaware limited liability company ("**Landlord**"), and **VILLAGE OF ARLINGTON HEIGHTS** ("**Tenant**").

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises described as Suites No. ___ and ___, as designated on the plan attached hereto and incorporated herein as Exhibit "A" ("**Premises**") which is located within that certain seven (7) story office building of the project (the "**Building**") located on that certain real property having a physical address of 1500 West Shure Drive, Arlington Heights, Illinois 60004 (the "**Project**"), for the Term and upon the terms and conditions hereinafter set forth, and Landlord and Tenant hereby agree as follows:

ARTICLE 1 – BASIC LEASE PROVISIONS

A. Term: Twenty-four (24) full calendar months following the Commencement Date.

Commencement Date: May 15, 2017; provided, however, if Tenant conducts business from the Premises prior to May 15, 2017, the Commencement Date shall be the date the Tenant first conducts business in the Premises. Provided, however, that Tenant will have access to the Premises, Building and Project before the Commencement Date to make necessary modifications without incurring any Basic Rental.

Expiration Date: The date immediately preceding twenty-four (24) full calendar months following the Commencement Date; provided, however, that if the Commencement Date is a date other than the first day of a month, the Expiration Date shall be the last day of the month which is twenty-four (24) full calendar months after the month in which the Commencement Date falls, unless extended or earlier terminated pursuant to the express terms and conditions of this Lease.

B. Square Footage of Premises: Approximately 15,015 rentable square feet of which approximately 2,515 rentable square feet of space will be located on the first (1st) floor of the Building (the "**First Floor Premises**") as more particularly delineated and described on Exhibit A and designated as **Suite ___** (the "**First Floor Premises**") and approximately 12,500 rentable square feet of the space will be located on a portion of the third floor of the Building as more particularly delineated and described on Exhibit A and designated **Suite 300** (the "**Third Floor Premises**"). The rentable square footage of the Premises is subject to adjustment as set forth below. Collectively the First Floor Premises and the Third Floor Premises are referred to as the "**Premises**". The portion of the third floor of the Premises, excluding common area restrooms and Third Floor Premises, shall hereinafter be referred to as the "**Unoccupied Portion of the Third Floor**"): Tenant acknowledges and understands that there are no demising walls existing between the Third Floor Premises and the Unoccupied Portion of the Third Floor and Landlord shall have no obligation to construct or install a demising wall until all or a portion of the Unoccupied Portion of the Third Floor becomes occupied by another tenant at which time Landlord shall construct or install the Building's standard demising walls between the Third Floor Premises and the portion of the remainder of the third floor that is occupied. Tenant acknowledges and agrees that even though there are no demising walls between the Third Floor Premises and the Unoccupied Portion of the Third Floor it shall not utilize or occupy any portion of the Unoccupied Portion of the Third Floor for any purposes or reasons whatsoever, including, but not limited to storage areas (permanent or temporary), conference areas (permanent or temporary), offices (permanent or temporary), meeting areas (permanent or temporary) or breakroom areas (permanent or temporary), without payment of additional Basic Rental as set forth below. In the event any portion of the Unoccupied Portion of the Third Floor is used or occupied by Tenant for any purpose or for any period of time whatsoever, Tenant shall promptly notify Landlord in writing of its use of the Unoccupied Portion of the Third Floor and the date Tenant first occupied or used the Unoccupied Portion of the Third Floor. Tenant agrees that in the event that Tenant is using or occupying or has used or occupied any portion of the Unoccupied Portion of the Third Floor, the Basic Rental shall be increased as of the date of the commencement of such use by the product of the rentable square feet of the Unoccupied Portion of the Third Floor used or occupied or being used or occupied by Tenant multiplied by $17.50 per rentable square foot and such portion of the Unoccupied Portion of the Third Floor occupied or used by Tenant shall automatically become a part of the Third Floor Premises for all purposes. Tenant agrees to pay any increase in Basic Rental from the date Tenant first used or occupied such Unoccupied Portion of the Third Floor until the termination of the Lease. Once Tenant commences to use or occupy any portion of the Unoccupied Portion of the Third Floor, Tenant shall thereafter continue to pay Basic Rental on such portion throughout the remainder of the Term of the Lease, as same may be amended, regardless of whether Tenant subsequently ceases using such area. The rentable square feet ("**RSF**") of the Premises have been calculated pursuant to BOMA (ANSI/BOMA Z65.1-2010) Area Calculations (the "**BOMA**

Standard"), but excluding areas on the roof, below the ground floor and areas outside the perimeter of the Building. If within thirty (30) days following the execution of this Lease (the "**RSF Notice Period**"), Tenant's architect determines that the RSF Area of the Premises differs by more than 5% from that referenced above, Tenant may deliver a written notice to Landlord (the "**RSF Notice**") specifying in reasonable detail the basis for Tenant's determination of the RSF for the Premises and the basis for Tenant's disagreement with Landlord's determination of the RSF of the Premises. If the Tenant does not deliver the RSF Notice during the RSF Notice Period, the RSF of the Premises specified in above shall be deemed to be correct for all purposes under this Lease. If Tenant delivers the RSF Notice to Landlord within the RSF Notice Period, Landlord shall have the next thirty (30) days (the "**Response Period**") in which to have its architect verify the RSF of the Premises specified in the RSF Notice and notify Tenant in writing if Landlord disagrees with such determination (the "**RSF Response**"). Landlord's RSF Response must specify in reasonable detail the basis for Landlord's disagreement with Tenant's determination of the RSF of the Premises. Should Landlord fail to deliver the RSF Response during the Response Period, the RSF of the Premises specified in the RSF Notice shall be deemed to be correct for all purposes under this Lease, and Landlord and Tenant shall enter into an amendment of this Lease promptly thereafter to modify those provisions of this Lease that are impacted by the change in the RSF of the Premises specified in the RSF Notice (the "**RSF Amendment**"). If Landlord timely sends the RSF Response to Tenant during the Response Period and Tenant's architect and Landlord's architect are unable to agree on the RSF of the Premises within the next thirty (30) days (such thirty (30) day period commencing on the date of the RSF Response (the "**Negotiation Period**"), the RSF of the Premises shall be determined by an independent third-party architect mutually selected by Tenant and Landlord in good faith within five (5) business days of the expiration of the Negotiation Period (the fees of such architect being shared equally by Tenant and Landlord). Such independent third-party architect shall make the final and conclusive determination of the RSF of the Premises within thirty (30) days of his/her appointment, and to the extent necessary, Landlord and Tenant shall enter into the RSF Amendment promptly thereafter. If the RSF of the Premises is determined to be more or less than as stated above, then (i) all payments due from Tenant to Landlord or from Landlord to Tenant based upon rentable square footage of the Premises (including Basic Rental) shall be proportionately, retroactively and prospectively revised to reflect the number of RSF of the Premises as determined above, (ii) the next payment of Basic Rental due and payable by Tenant shall be credited by the aggregate amount of any overpayments made by Tenant, if applicable, or increased by the aggregate amount of any underpayments and (iii) Landlord and Tenant shall promptly execute and deliver an RSF Amendment to the Lease which memorializes the new RSF of the Premises and the revised payments. .

C. Basic Rental:

Months of Term	Annual Rate Per Rentable Square Foot	Monthly Basic Rental
1-24	$17.50	$21,896.88*

- Based upon 15,015 rentable square feet, such amount to be adjusted as set forth in Paragraph B. above.

D. Base Year: Not applicable. Basic Rental is a gross rental rate for the initial Term.

E. Tenant's Proportionate Share: Not applicable. Basic Rental is a gross rental rate for the initial Term.

F. Security Deposit: A security deposit of $21,896.88 shall be due and payable by Tenant to Landlord within 21 days of Tenant's execution of this Lease

G. Permitted Use: Administrative office use for the Village of Arlington Heights Police Department.

H. Broker: Cushman & Wakefield of Illinois (Landlord's Broker)

I. Prepaid Rent: $21,896.88, which amount shall be due and payable by Tenant to Landlord upon Tenant's execution of this Lease and shall be applied against monthly Basic Rental first coming due hereunder.

J. Construction Allowance: None. Tenant is accepting the Premises in its "AS IS" and "WITH ALL FAULTS" condition; provided, however, Landlord shall (i) remove all existing items stored on the Premises and excess furniture; (ii) replace all burned out light fixtures; (iii) repair any broken light fixtures; and (iv) ensure that all lights and electrical outlets work and are code compliant. The obligations of Landlord described in subparts (i) through (iv) above are hereinafter referred to as "**Landlord Work**".

K.	Additional Terms and Conditions:	See Exhibit "E".
L.	Guarantor.	None.
M.	Termination Option.	See Article II of Exhibit E

ARTICLE 2 – TERM/PREMISES

(a) The Term of this Lease shall commence on the Commencement Date as set forth in Article 1.A. of the Basic Lease Provisions and shall end on the Expiration Date set forth in Article 1.A. of the Basic Lease Provisions. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Term, with the first Lease Year commencing on the Commencement Date; however, (a) if the Commencement Date falls on a day other than the first day of a calendar month, the first Lease Year shall end on the last day of the eleventh (11th) month after the Commencement Date and the second (2nd) and each succeeding Lease Year shall commence on the first day of the next calendar month, and (b) the last Lease Year shall end on the Expiration Date. Landlord and Tenant hereby stipulate that the Premises contain the number of square feet specified in Article 1.B. of the Basic Lease Provisions. Landlord may deliver to Tenant a Commencement Letter in a form substantially similar to that attached hereto as Exhibit "D", which Tenant shall execute and return to Landlord within fifteen (15) days of receipt thereof. Failure of Tenant to provide written notice of any deficiencies in Landlord Work or to timely execute and deliver the Commencement Letter shall constitute an acknowledgment by Tenant that the statements included in such notice are true and correct, without exception.

(b) If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay Rental to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant, Tenant shall not be required to pay Basic Rental for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property including access for Tenant's IT staff, Public Works staff and Construction Manager.

ARTICLE 3 – BASIC RENTAL

(a) Basic Rental. Tenant agrees to pay to Landlord during the Term hereof, at Landlord's office or to such other person or at such other place as directed from time to time by written notice to Tenant from Landlord, the initial monthly and annual sums as set forth in Article 1.C of the Basic Lease Provisions, payable in advance on the first day of each calendar month, without demand, set-off or deduction, and in the event this Lease commences or the date of expiration of this Lease occurs other than on the first day or last day of a calendar month, the rent for such month shall be prorated. Notwithstanding the foregoing, the first full month's rent shall be paid to Landlord in accordance with Article 1.I. of the Basic Lease Provisions.

(b) Intentionally Deleted.

(c) Intentionally Deleted.

(d) Intentionally Deleted.

ARTICLE 4 – SECURITY DEPOSIT

Tenant has deposited with Landlord the sum set forth in Article 1.F. of the Basic Lease Provisions as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant breaches any provision of this Lease, including but not limited to the payment of rent, Landlord may use all or any part of this security deposit for the payment of any rent or any other sums in default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Tenant agrees that Landlord shall not be required to keep the security deposit in trust, segregate it or keep it separate from Landlord's general funds but Landlord may commingle the security deposit with its general funds and Tenant shall not be entitled to interest on such deposit. At the expiration of the Term, and provided there exists no default by Tenant hereunder, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to

Tenant's assignee), provided that subsequent to the expiration of this Lease, Landlord may retain from said security deposit any and all amounts permitted by law or this Article 4.

ARTICLE 5 – HOLDING OVER

Should Tenant, without Landlord's written consent, hold over after termination of this Lease, Tenant shall become a tenant from month to month, only upon each and all of the terms herein provided as may be applicable to a month to month tenancy and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay in advance, monthly, rent at one hundred fifty percent (150%) of the rate in effect for the last month of the Term of this Lease. Nothing contained in this Article 5 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or earlier termination of the Term.

ARTICLE 6 – INTENTIONALLY DELETED

ARTICLE 7 – USE

Tenant shall use and occupy the Premises only for the use set forth in Article 1.G. of the Basic Lease Provisions and shall not use or occupy the Premises or permit the same to be used or occupied for any other purpose without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole and absolute discretion, and Tenant agrees that it will use the Premises in such a manner so as not to interfere with or infringe the rights of other tenants in the Building. Tenant shall, at its sole cost and expense, promptly comply with all insurance underwriting standards, laws, statutes, ordinances and governmental regulations or requirements now in force or which may hereafter be in force relating to or affecting (i) the condition, use or occupancy of the Premises or the Project excluding structural changes to the Project not related to Tenant's particular use of the Premises, and (ii) improvements installed or constructed in the Premises by or for the benefit of Tenant. Tenant shall not use or occupy any portion of the Unoccupied Portion of the Third Floor without paying Basic Rental for such space. Once Tenant has used or occupied any portion of the Unoccupied Portion of the Third Floor, Tenant shall be irrevocably deemed to have automatically expanded the Third Floor Premises to include the portion of Unoccupied Portion of the Third Floor used or occupied by Tenant. Notwithstanding Project Service Hours (hereinafter defined), Tenant shall have the right to occupy and use the Premises, 24 hours per day, 7 days per week, 365 (366)days per year.

ARTICLE 8 – CONDITION OF PREMISES

Tenant hereby agrees that the Premises shall be taken "as is", "with all faults", "without any representations or warranties", and Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises and the suitability of same for Tenant's purposes. Except that Landlord will provide code compliant power outlets, lighting and code required exit signs and remove any non-essential items being stored in the Premises. Tenant acknowledges that, except as expressly provided in this Lease, neither Landlord nor any agent nor any employee of Landlord has made any representations or warranty with respect to the Premises or the Project or with respect to the suitability of either for the conduct of Tenant's business. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Project were at such time in satisfactory condition.

Landlord reserves the right from time to time~~,~~ as otherwise provided herein: (i) to install, use, maintain, repair, replace and relocate for service to the Premises and/or other parts of the Project pipes, ducts, conduits, wires, appurtenant fixtures, and mechanical systems, wherever located in the Premises or the Project, (ii) to alter, close or relocate any facility in the Premises or the Common Areas or otherwise conduct any of the above activities for the purpose of complying with a general plan for fire/life safety for the Project or otherwise and (iii) to comply with any federal, state or local law, rule or order with respect thereto or the regulation thereof not currently in effect. Landlord shall attempt to perform any such work with the least inconvenience to Tenant as possible and shall provide advance notice before doing any maintenance work, except in the event of an emergency, in which event Landlord shall first attempt to notify the 24-hour front desk located in the First Floor Premises, if practicable, but in no event shall Tenant be permitted to withhold or reduce Basic Rental or other charges due under this Lease as a result of same or otherwise make claim against Landlord for interruption or interference with Tenant's business and/or operations. During Project Service Hours, notice should be provided to Tenant's staff who will make arrangements to have someone from Tenant's staff escort Landlord's staff. After normal Project Service Hours, notice should be given to the 24-hour front desk located in the First Floor Premises who will make arrangements to have an escort for Landlord's staff. In no event shall Tenant be permitted to withhold or reduce Basic Rental or other charges due hereunder as a result of Landlord exercising its right under this Paragraph or otherwise make claim against Landlord for interruption or interference with Tenant's business and/or operations.

ARTICLE 9 – REPAIRS AND ALTERATIONS

Tenant shall keep the Premises in good condition and repair. All damage or injury to the Premises or the Project resulting from the act or negligence of Tenant, its employees, agents or visitors, guests, invitees or licensees or by the use of the Premises shall be promptly repaired by Tenant, at its sole cost and expense, to the satisfaction of Landlord; provided, however, that for damage to the Project as a result of casualty or for any repairs that may impact the mechanical, electrical, plumbing, heating, ventilation or air-conditioning systems of the Project, Landlord shall have the right (but not the obligation) to select the contractor and oversee all such repairs. Tenant shall be responsible for the design and function of all non-standard improvements of the Premises, whether or not installed by Landlord at Tenant's request. Except for Cosmetic Alterations (hereinafter defined), Tenant shall make no alterations, changes or additions in or to the Premises (collectively, "**Alterations**") without Landlord's prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. Subject to Landlord's approval of the plans and materials, Tenant shall be allowed to install appropriate security measures, which approval shall not be unreasonably delayed or withheld and Landlord shall not assess any fees for their review. Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "**Cosmetic Alteration**"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting and does not exceed a total cost of $50,000.00 in the aggregate; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the base Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. Cosmetic Alterations shall be subject to all the other provisions of this Section, save and except Landlord's consent shall not be required; however all plans must be reviewed and contractors pre-approved by Landlord in writing prior to commence of any such Cosmetic Alterations If permitted Alterations are made, they shall be made at Tenant's sole cost and expense and shall be and become the property of Landlord, except that Landlord may, by written notice to Tenant given at least thirty (30) days prior to the end of the Term, require Tenant at Tenant's expense to remove any Alterations installed by Tenant, and to repair any damages to the Premises caused by such removal. Any and all costs attributable to or related to the applicable building codes of the city in which the Project is located (or any other authority having jurisdiction over the Project) arising from Tenants plans, specifications, improvements, alterations or otherwise shall be paid by Tenant at its sole cost and expense. Excluding the initial Alterations prior to the Commencement Date and Cosmetic Alterations, all other Alterations or any other work arising from or related to this Article 9, Landlord shall be entitled to receive an administrative/supervision fee (which fee shall vary depending upon whether or not Tenant orders the work directly from Landlord) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such Alterations, if any; provided however no such administration/supervision fee shall be charged for normal maintenance and repairs to the Premises.

ARTICLE 10 – LIENS

Tenant shall keep the Premises and the Project free from any mechanics' liens, vendor's liens or any other liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

ARTICLE 11 – PROJECT SERVICES

(a) Landlord agrees to furnish to the Premises, at no additional cost to Tenant, from 7:00 a.m. to 6:00 p.m. Mondays through Fridays and 8:00 a.m. to 1:00 p.m. on Saturdays, excepting local and national holidays ("**Project Service Hours**"), air conditioning and heat all in such reasonable quantities as in the judgment of Landlord is reasonably necessary for the comfortable occupancy of the Premises. In addition, Landlord shall provide electric current for normal lighting, elevator service and water on the same floor as the Premises for lavatory and drinking purposes in such reasonable quantities as in the judgment of Landlord is reasonably necessary for general office use. Except as set forth in Article 11(d) below, Landlord shall not be liable for, and there shall be no rent abatement as a result of, any stoppage, reduction or interruption of any such services. Tenant shall have the right to request additional after hours heating or cooling during the lease term by providing Landlord 24 hours' prior written notice during Project Service Hours of its request for additional HVAC. Tenant shall then be charged $100 per day for each day such additional HVAC is provided. Landlord, at its sole cost and expense, shall be responsible for snow removal. On Sundays, holidays and after Project Service Hours, Landlord shall be responsible for snow removal on the east driveway, east parking lot and walkway.

(b) Tenant shall provide its own janitorial and maintenance services for the Premises at its sole cost and expense. Tenant will not, without the prior written consent of Landlord, use any apparatus or device in the Premises which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space; nor connect any apparatus, machine or device with water pipes or electric current (except through existing electrical outlets in the Premises), for the purpose of using electric current or water. If Tenant requests permission to consume excess electrical service, Landlord may refuse to consent or may condition consent upon conditions that Landlord reasonably elects (including, without limitation, the installation of utility service upgrades, meters, submeters, air handlers or cooling units), and the additional usage (to the extent permitted by law), installation and maintenance cost shall be paid for by Tenant. Landlord shall have the right to separately submeter electrical usage for the Premises or to measure electrical usage by survey or other methods that Landlord, in its reasonable judgment, deems appropriate.

(c) Except to the extent electricity is provided by Landlord with respect to Common Areas and normal heating, ventilation and/or air conditioning during Project Service Hours, Tenant shall contract directly and timely pay (prior to delinquency) for all electricity and gas used on or from the Premises together with any taxes, penalties, surcharges or similar charges relating to such services and Landlord shall have no obligations whatsoever in connection therewith. All separate meters serving the Premises shall be repaired and maintained by Tenant at Tenant's sole cost and expense. Except as otherwise provided in Article 11(d) below, Landlord shall not be liable for any failure or disruption of electricity services to the Premises, and Tenant shall not be entitled to an abatement or reduction of rent by reason of such utility service provider's failure to furnish electrical service to the Premises for any reason whatsoever. Under no circumstances shall a disruption in utility services be construed as a constructive or actual eviction of Tenant. Landlord shall not be liable for loss or injury to property or business~~,~~ occurring, through or in connection with the utility service provider's failure to furnish electrical service. If Tenant fails to pay any charges referred to in this Article 11(c), when due, Landlord may pay the same, and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant as additional rent. Should the Landlord receive a credit to their electric bill due to an agreement between the Tenant and the Utility Company, the Landlord will pass these savings on to the Tenant.

(d) Except as otherwise provided in this Article 11(d), Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (collectively a "**Service Failure**") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. However, if all or a material portion of the Premises is subject to a Service Failure that is within the reasonable control of Landlord and such service failure is for a period in excess of three (3) consecutive business days and Tenant's use or enjoyment of the Premises is adversely and unreasonably affected as a result thereof, then Tenant, as its sole remedy, shall be entitled to receive an abatement of monthly Basic Rental payable hereunder during the period beginning on the fourth (4th) consecutive day after Landlord has been provided written notice of the Service Failure that is within the reasonable control of Landlord and ending on the day the Service

Failure ends. If the entire Premises have not been adversely and unreasonably affected by such Service Failure, the amount of abatement shall be equitably prorated calculated on a per square foot basis commensurate with the portion of the Premises adversely affected by such Service Failure ("**Equitably Abated**"). The foregoing abatement provisions of this Article 11(d) shall not apply if the Service Failure is due to fire or other casualty and instead, in such event, the terms and provisions of Article 16 of this Lease shall apply.

ARTICLE 12 – RIGHTS OF LANDLORD

Landlord and its agents shall have the right to enter the Premises upon advance notice as provided in Exhibit E for the purpose of examining or inspecting the Premises, posting and keeping posted thereon notices as provided by law, or which Landlord deems necessary for the protection of Landlord or the Property, showing the same to prospective tenants, lenders or purchasers of the Project, in the case of an emergency, and for making such alterations, repairs, improvements or additions to the Premises or to the Project as Landlord may deem necessary or desirable. During such entries, Tenant shall require that Landlord be accompanied by an employee of Tenant at all times. In an emergency Landlord shall still provide notice to the Tenant's 24 hour front desk located in the First Floor Premises. In the event of an extreme emergency and the 24 hour front desk is not occupied, Landlord may enter the Premises forcibly without liability to Tenant and without affecting this Lease.

ARTICLE 13 – INDEMNITY

(a) Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or the Project or from the conduct of its business or from any activity, work or thing which may be permitted or suffered by Tenant in or about the Premises or the Project and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees, patrons, customers or members in or about the Project and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any claim or any action or proceeding brought thereon, including negotiations in connection therewith. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where the damage is caused by the gross negligence or willful misconduct of Landlord. Notwithstanding the foregoing, Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, liability, loss, cost or expense (including reasonable attorneys' fees) arising out of or in connection with any injury or damage to any person or property occurring in, on or about the Project or any part thereof or Common Area, if such injury or damage is caused by the gross negligence or willful misconduct by Landlord, its agents, contractors or employees. If any action or proceeding is brought against Tenant by reason of any such claim, upon notice from Tenant, Landlord shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant. The foregoing provisions shall survive the expiration or termination of this Lease.

(b) Exemption of Landlord from Liability. Landlord shall not be liable for injury to Tenant's business, or loss of income therefrom, or for damage that may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees, customers, agents, or contractors, or any other person in, on or about the Premises directly or indirectly caused by or resulting from fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, light fixtures, or mechanical or electrical systems or from intrabuilding network cable, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Project or from other sources or places and regardless of whether the cause of such damage or injury or the means or repairing the same is inaccessible to Tenant. Landlord shall not be liable to Tenant for any damages arising from any act or neglect of any other tenant of the Project. Tenant acknowledges that Landlord's election to provide mechanical surveillance or to post security personnel in the Project is solely within Landlord's discretion; Landlord shall have no liability in connection with the decision whether or not to provide such services and Tenant hereby waives all claims based thereon. Except that, Landlord understands and agrees that, due to the nature of Tenant's use of the Premises, Landlord shall not install any surveillance equipment in Tenant's Premises. Landlord shall not be liable for losses due to theft, vandalism, or like causes.

ARTICLE 14 – INSURANCE

(a) Tenant's Insurance. Tenant, shall at all times during the Term of this Lease, and at its own cost and expense, procure and continue in force the following insurance coverage: (i) Commercial General Liability Insurance with a combined single limit for bodily injury and property damages of not less than Two Million Dollars ($2,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate, including products liability coverage if applicable, covering the insuring provisions of this Lease and the performance of Tenant of the indemnity and exemption of Landlord from liability agreements set forth in Article 13 hereof; (ii) a policy of standard fire, extended coverage and special extended coverage insurance (all risks), including a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage where sprinklers are provided in an amount equal to the full replacement value new without deduction for depreciation of all (A) Tenant Improvements, Alterations, fixtures and other improvements in the Premises and (B) trade fixtures, furniture, equipment and other personal property installed by or at the expense of Tenant; (iii) Worker's Compensation coverage as required by law; and (iv) business interruption, loss of income and extra expense insurance covering failure of Tenant's telecommunications equipment and covering all other perils, failures or interruptions.

(b) Form of Policies. The aforementioned minimum limits of policies and Tenant's procurement and maintenance thereof shall in no event limit the liability of Tenant hereunder. The Commercial General Liability Insurance policy shall name Landlord, Landlord's property manager, Landlord's lender(s) and such other persons or firms as Landlord specifies from time to time, as additional insureds with an appropriate endorsement to the policy(s). All such insurance policies carried by Tenant shall be with companies having a rating of not less than A-VIII in Best's Insurance Guide. Tenant shall furnish to Landlord, from the insurance companies, or cause the insurance companies to furnish, certificates of coverage. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) days prior written notice to Landlord by the insurer. All such policies shall be endorsed to agree that Tenant's policy is primary and that any insurance covered by Landlord is excess and not contributing with any Tenant insurance requirement hereunder. Tenant shall, at least twenty (20) days prior to the expiration of such policies, furnish Landlord with renewals or binders.

(c) Waiver of Subrogation. Landlord and Tenant each agree to have their respective insurers waive any rights of subrogation that such companies may have against the other party. Tenant hereby waives any right that Tenant may have against Landlord and Landlord hereby waives any right that Landlord may have against Tenant as a result of any loss or damage to the extent such loss or damage is insurable under such policies.

ARTICLE 15 – ASSIGNMENT AND SUBLETTING

(a) Tenant shall have no power to, either voluntarily, involuntarily, by operation of law or otherwise, sell, assign, transfer or hypothecate this Lease or any interest in Tenant, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be used or occupied by anyone other than Tenant or Tenant's employees without the prior written consent of Landlord, which may be given or withheld in Landlord's sole discretion.

(b) Whether or not Landlord consents to any such transfer, Tenant shall pay to Landlord Landlord's then standard processing fee and reasonable attorneys' fees incurred in connection with the proposed transfer.

(c) It shall be a condition to Landlord's consent to any subleasing, assignment or other transfer of part or all of Tenant's interest in the Premises (hereinafter referred to as a "**Transfer**") that (i) upon Landlord's consent to any Transfer, Tenant shall pay and continue to pay fifty percent (50%) of any "Transfer Premium" (defined below), received by Tenant from the transferee; (ii) any sublessee of part or all of Tenant's interest in the Premises shall agree that in the event Landlord gives such sublessee notice that Tenant is in default under this Lease, such sublessee shall thereafter make all sublease or other payments directly to Landlord, which will be received by Landlord without any liability whether to honor the sublease or otherwise (except to credit such payments against sums due under this Lease), and any sublessee shall agree to attorn to Landlord or its successors and assigns at their request should this Lease be terminated for any reason, except that in no event shall Landlord or its successors or assigns be obligated to accept such attornment; (iii) any such Transfer and consent shall be effected on forms supplied by Landlord and/or its legal counsel; (iv) Landlord may require that Tenant not then be in default hereunder in any respect; and (v) Tenant or the proposed subtenant or assignee (collectively, "**Transferee**") shall agree to pay Landlord, upon demand, as additional rent, a sum equal to the additional costs, if any, incurred by Landlord for maintenance and repair as a result of any change in the nature of occupancy caused by such subletting or assignment. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by a Transferee in connection with a Transfer in excess of the rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer and if such Transfer is less than all of the Premises, the Transfer Premium shall be calculated on a rentable square foot basis. "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by a transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to the Transferee and any payment in excess of fair market value for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to the Transferee in connection with such Transfer, all net of Tenant's reasonable and documented out-of-pocket expenses incurred in connection with such Transfer.

ARTICLE 16 – DAMAGE OR DESTRUCTION

If the Project is damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deeds of trust covering the Premises or the Project, the damage shall be repaired by Landlord to the extent such insurance proceeds are available therefor and provided such repairs can, in Landlord's sole opinion, be completed within one hundred eighty (180) days after the necessity for repairs as a result of such damage becomes known to Landlord without the payment of overtime or other premiums, and until such repairs are completed rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business (but there shall be no abatement of rent by reason of any portion of the Premises being unusable for a period equal to one (1) day or less). However, if the damage is due to the fault or neglect of Tenant, its employees, agents, contractors, guests, invitees and the like, there shall be no abatement of rent, unless and to the extent Landlord receives rental income insurance proceeds. Upon the occurrence of any damage to the Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Article 14(a)(ii)(A) above; provided, however, that if the cost of repair of improvements within the Premises by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as so assigned by Tenant, such excess costs shall be paid by Tenant to Landlord prior to Landlord's repair of such damage. If repairs cannot, in Landlord's opinion, be completed within one hundred eighty (180) days after the necessity for repairs as a result of such damage becomes known to Landlord without the payment of overtime or other premiums, Landlord may, at its option, either (i) make them in a reasonable time and in such event this Lease shall continue in effect and the rent shall be abated, if at all, in the manner provided in this Article 16, or (ii) elect not to effect such repairs and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after Landlord learns of the necessity for repairs as a result of damage, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises. In addition, Landlord may elect to terminate this Lease if the Project shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies. Finally, if the Premises or the Project is damaged to any substantial extent during the last twelve (12) months of the Term, then notwithstanding anything contained in this Article 16 to the contrary, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within sixty (60) days after Landlord learns of the necessity for repairs as the result of such damage. A total destruction of the Project shall automatically terminate this Lease. Except as provided in this Article 16, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from such damage or destruction or the making of any repairs, alterations or improvements in or to any portion of the Project or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture, furnishings, trade fixtures or equipment, and that Landlord shall not be obligated to repair any damage thereto or replace the same. Except for insurance proceeds relating to Tenant's furniture, furnishings, trade fixtures and equipment, Tenant acknowledges that Tenant shall have no right to any proceeds of insurance relating to property damage to the Project, Building, Premises or improvements to the Premises.

ARTICLE 17 – SUBORDINATION

This Lease is subject and subordinate to all ground or underlying leases, mortgages and deeds of trust which affect the property or the Project, including all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, if the lessor under any such lease or the holder or holders of any such mortgage or deed of trust shall advise Landlord that they desire or require this Lease to be prior and superior thereto, upon written request of Landlord to Tenant, Tenant agrees to promptly execute, acknowledge and deliver any and all documents or instruments which Landlord or such lessor, holder or holders deem necessary or desirable for purposes thereof. Landlord shall have the right to cause this Lease to be and become and remain subject and subordinate to any and all ground or underlying leases, mortgages or deeds of trust which may hereafter be executed covering the Premises, the Project or the property or any renewals, modifications, consolidations, replacements or extensions thereof; provided, however, that Landlord obtains from the lender or other party in question a written undertaking in favor of Tenant to the effect that such lender or other party will not disturb Tenant's right of possession under this Lease if Tenant is not then or thereafter in breach of any covenant or provision of this Lease. Tenant agrees, within ten (10) days after Landlord's written request therefor, to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to assure the subordination of this Lease to any such mortgages, deed of trust, or leasehold estates. Tenant agrees to provide copies of any notices of Landlord's default under this Lease to any mortgagee or deed of trust beneficiary whose address has been provided to Tenant and Tenant shall provide such mortgagee or deed of trust beneficiary a commercially reasonable time after receipt of such notice within which to cure any such default.

ARTICLE 18 – EMINENT DOMAIN

If the whole of the Premises or the Project or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain, or is sold, transferred or conveyed in lieu thereof, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, at Landlord's option. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and trade fixtures belonging to Tenant and removable by Tenant at the expiration of the Term hereof as provided hereunder or for the interruption of, or damage to, Tenant's business.

ARTICLE 19 – DEFAULT

Each of the following acts or omissions of Tenant or of any guarantor of Tenant's performance hereunder, or occurrences, shall constitute an "**Event of Default**":

(a) Failure or refusal to pay Basic Rental or any other amount to be paid by Tenant to Landlord hereunder when same is due or payable hereunder;

(b) Except as set forth in items (a) above and (c) below, failure to perform or observe any other covenant or condition of this Lease to be performed or observed within thirty (30) days following written notice to Tenant of such failure; or

(c) Tenant's failure to observe or perform according to the provisions of Articles 17 or 25 within five (5) business days after notice from Landlord.

ARTICLE 20 – REMEDIES

In the event of any default or breach of this Lease by Tenant, Landlord's obligations under this Lease shall be suspended and Landlord may at any time thereafter, without limiting Landlord in the exercise of any other right or remedy at law or in equity which Landlord may have (all remedies provided herein being nonexclusive and cumulative), do any one or more of the following:

(a) Maintain this Lease in full force and effect and recover the Basic Rental and other monetary charges as they become due, without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. If Landlord does not elect to terminate the Lease, Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions, and for such a term, as Landlord deems appropriate in its sole discretion and to do all acts necessary with regard thereto, without being deemed to have elected to terminate the Lease, including re-entering the Premises to make repairs or to maintain or modify the Premises, and removing all persons and property from the Premises; which property if removed may at Landlord's election be abandoned or stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. Reletting may be for a period shorter or longer than the remaining Term of this Lease, and for more or less rent, but Landlord shall have no obligation to relet at less than prevailing market rental rates. If reletting occurs, this Lease shall terminate automatically when the new tenant takes possession of the Premises and commences rent payment. Notwithstanding that Landlord does not elect to terminate this Lease initially, Landlord at any time thereafter may elect to terminate this Lease by virtue of any uncured default by Tenant. In the event of any such termination, Landlord shall be entitled to recover from Tenant any and all damages incurred by Landlord by reason of Tenant's default (including, without limitation, the damages described in Article 20(b) below), as well as all costs of reletting, including commissions, attorneys' fees, restoration or remodeling costs, and costs of advertising.

(b) Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord may seek to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including (without limitation) the following: (1) the worth, at the time of award, of any unpaid Rent which had been earned at the time of such termination; plus (2) the worth, at the time of award, of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rental loss that Tenant proves could have been reasonably avoided; plus (3) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rental loss that Tenant proves could have been reasonably avoided; plus (4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's default or which in the ordinary course of things would be likely to result therefrom (including, without limiting the generality of the foregoing, the amount of any commissions and/or finder's fee for a replacement tenant); plus (5) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. As used in subsections (1) and (2) of this Article 20(b), the "worth, at the time of award" is to be computed by allowing interest at the then maximum rate of interest allowable under law which could be charged Tenant by Landlord, or, if no such maximum rate of interest exists, at the discount rate of the U.S. Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%), and, as used in subsection (3) of this Article 20(b), the "worth, at the time of award" is to be computed by discounting such amount at the discount rate of the U.S. Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%). The term "Rent," as used in this Section 20(b), shall be deemed to be and to mean all Basic Rental and other monetary sums required to be paid by Tenant pursuant to this Lease. For the purpose of determining the amount of "unpaid Rent which would have been earned after termination" or the "unpaid Rent for the balance of the Term" (as referenced in subsections (2) and (3) hereof).

(c) Collect sublease rents (or appoint a receiver to collect such rent) and otherwise perform Tenant's obligations at the Premises; it being agreed, however, that neither the filing of a petition for the appointment of a receiver for Tenant nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

(d) Proceed to cure the default at Tenant's sole cost and expense, without waiving or releasing Tenant from any obligation hereunder. If at any time Landlord pays any sum or incurs any expense as a result of or in connection with curing any default of Tenant (including any administrative fees provided for herein and attorneys' fees), the amount thereof shall be immediately due as of the date of such expenditure and, together with interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by law from the date of such expenditures, shall be paid by Tenant to Landlord immediately upon demand, and Tenant hereby covenants to pay any and all such sums.

(e) If rental is not paid when due, a late charge equal to ten percent (10%) of the amount overdue or $100, whichever is greater, shall be immediately due and owing and shall accrue for each calendar month or part thereof until such rental, including the late charge, is paid in full, which late charge Tenant hereby agrees is a reasonable estimate of the damages Landlord shall suffer as a result of Tenant's late payment.

(f) If Tenant is not occupying the Premises, retain possession of all of Tenant's fixtures, furniture, equipment, improvements, additions and other personal property left in the Premises or, at Landlord's option, at any time, to require Tenant to forthwith remove same, and if not so removed to deem them abandoned and dispose of same.

All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any offset to or abatement of Basic Rental or any other amounts due under this Lease.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord, specifying the manner in which Landlord has failed to perform such obligation; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance as determined by Landlord, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; provided further that Landlord's obligation to perform any act under this Lease shall be excused for any period of time during which Landlord is prevented from performing because of any circumstance beyond Landlord's control. Tenant's remedies upon Landlord's default are further limited by the terms of this Lease, including, but not limited to, Article 26.

ARTICLE 21 – TRANSFER OF LANDLORD'S INTEREST

In the event of any transfer or termination of Landlord's interest in the Premises or the Project by sale, assignment, transfer, foreclosure, deed-in-lieu of foreclosure or otherwise whether voluntary or involuntary, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord from and after the date of such transfer or termination, including furthermore without limitation, the obligation of Landlord under Article 4 to return the security deposit, provided said security deposit is transferred to said transferee. Tenant agrees to attorn to the transferee upon any such transfer and to recognize such transferee as the lessor under this Lease and Tenant shall, within five (5) days after request, execute such further instruments or assurances as such transferee may reasonably deem necessary to evidence or confirm such attornment.

ARTICLE 22 – BROKERS

In connection with this Lease, Tenant warrants and represents that it has had dealings only with firm(s) set forth in Article 1.H. of the Basic Lease Provisions and that it knows of no other person or entity who is or might be entitled to a commission, finder's fee or other like payment in connection herewith and does hereby indemnify and agree to hold Landlord, its agents, members, partners, representatives, officers, affiliates, shareholders, employees, successors and assigns harmless from and against any and all loss, liability and expenses that Landlord may incur should such warranty and representation prove incorrect, inaccurate or false. Landlord shall pay Landlord's Broker a commission pursuant to the terms of a separate written agreement.

ARTICLE 23 – PARKING

Appurtenant to Tenant's lease of the Premises, Tenant shall have the right to use, commencing on the Commencement Date, thirty-five (35) parking spaces in the eastern surface parking area of the Project, which thirty-five (35) spaces shall be for the exclusive use of Tenant's patrol and unmarked vehicles, and two (2) reserved parking spaces in the Project's parking garage. Tenant shall reimburse Landlord for the cost of installation and maintenance of signage required for the thirty-five (35) spaces in eastern surface parking area or the Tenant may install the reserved parking signage at its own expense; provided, such signage is preapproved by Landlord in writing, which approval shall not be unreasonably withheld or delayed. Provided that Tenant is not in default under this Lease beyond applicable notice and cure periods, Landlord shall provide such spaces free of charge. Tenant's continued right to use the parking spaces is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the parking spaces are located, including any sticker or other identification system established by Landlord, Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations, and Tenant not being in default under this Lease. Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Project parking facility at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of rent under this Lease, from time to time, close-off or restrict access to the Project parking facility for purposes of permitting or facilitating any such construction, alteration or improvements. Landlord may, from time to time, relocate any reserved parking spaces (if any) rented by Tenant to another location in the Project parking facility but only to another location in close proximity to the East entrance. Landlord may delegate its responsibilities hereunder to a parking operator or a lessee of the parking facility in which case such parking operator or lessee shall have all the rights of control attributed hereby to the Landlord. The parking spaces provided to Tenant pursuant to this Article 23 are provided to Tenant solely for use by Tenant's own personnel and such spaces may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval. Police staff and visitors will park in general parking at no additional fee.

ARTICLE 24 – WAIVER

No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. No provision of this Lease may be waived by Landlord, except by an instrument in writing executed by Landlord. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. Any payment by Tenant or receipt by Landlord of an amount less than the total amount then due hereunder shall be deemed to be in partial payment only thereof and not a waiver of the balance due or an accord and satisfaction, notwithstanding any statement or endorsement to the contrary on any check or any other instrument delivered concurrently therewith or in reference thereto. Accordingly, Landlord may accept any such amount and negotiate any such check without prejudice to Landlord's right to recover all balances due and owing and to pursue its other rights against Tenant under this Lease, regardless of whether Landlord makes any notation on such instrument of payment or otherwise notifies Tenant that such acceptance or negotiation is without prejudice to Landlord's rights.

ARTICLE 25 – ESTOPPEL CERTIFICATE

Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying the following information, (but not limited to the following information in the event further information is requested by Landlord): (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as modified, is in full force and effect); (ii) the dates to which the rental and other charges are paid in advance, if any; (iii) the amount of Tenant's security deposit, if any; and (iv) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Landlord hereunder, or specifying such defaults, events or conditions, if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Real Property. Tenant's failure to deliver such statement within such time shall constitute an admission by Tenant that all statements contained therein are true and correct.

ARTICLE 26 – LIABILITY OF LANDLORD

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROJECT. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROJECT FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD

RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS LEASE, IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND ANY MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

ARTICLE 27 – INABILITY TO PERFORM

This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of any prevention, delay, stoppage due to strikes, lockouts, acts of God, or any other cause previously, or at such time, beyond the reasonable control or anticipation of Landlord (collectively, a "**Force Majeure**") and Landlord's obligations under this Lease shall be forgiven and suspended by any such Force Majeure.

ARTICLE 28 – HAZARDOUS WASTE

(a) Except for fuel for the generator, Tenant shall not cause or permit any Hazardous Material (as defined in Article 28(b) below) to be brought, kept or used in or about the Project by Tenant, its agents, employees, contractors, or invitees. Tenant indemnifies Landlord from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Project, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Project, damages arising from any adverse impact or marketing of space in the Project, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term of this Lease as a result of such breach.

(b) As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois or the United States Government.

ARTICLE 29 – SURRENDER OF PREMISES; REMOVAL OF PROPERTY

(a) Upon the expiration of the Term of this Lease, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the same are now and hereafter may be improved by Landlord or Tenant, reasonable wear and tear and repairs which are Landlord's obligation excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, telephone and data cabling and all articles of personal property installed or placed in the Premises, and Tenant shall repair all damage to the Premises resulting from the installation and removal of such items to be removed.

(b) Except for those improvements set forth below, all fixtures and Alterations attached to or built into the Premises prior to or during the Term, whether by Landlord or Tenant and whether at the expense of Landlord or Tenant, or of both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the Term unless otherwise expressly provided for in this Lease or unless such removal is required by Landlord. Such fixtures and Alterations shall include but not be limited to: all floor and window coverings, built-in cabinetry, molding, doors, plumbing systems, electrical systems, lighting systems, silencing equipment, and all fixtures and outlets for the systems mentioned above. Notwithstanding the foregoing, when the final floor plans are submitted for Landlord’s review and approval, Tenant will identify in writing those items that will be removed upon the expiration of the Lease which shall include, but not be limited to, a Tenant installed generator, the communication system, Tenant’s required data infrastructure system, security system and bullet resistant glass from the front desk.

ARTICLE 30 – MISCELLANEOUS

(a) Severability; Entire Agreement. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease and the Exhibits and any Addendum attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto or their successor in interest.

(b) Attorneys’ Fees; Waiver of Jury Trial.

(i) In any action to enforce the terms of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorneys' fees in such suit and such attorneys' fees shall be deemed to have accrued prior to the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(ii) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION SEEKING SPECIFIC PERFORMANCE OF ANY PROVISION OF THIS LEASE, FOR DAMAGES FOR ANY BREACH UNDER THIS LEASE, OR OTHERWISE FOR ENFORCEMENT OF ANY RIGHT OR REMEDY HEREUNDER.

(c) Time of Essence. Each of Tenant's covenants herein is a condition and time is of the essence with respect to the performance of every provision of this Lease.

(d) Headings; Joint and Several. The article headings contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and the obligations herein imposed upon Tenant shall be joint and several as to each of the persons, firms or corporations of which Tenant may be composed.

(e) Reserved Area. Tenant hereby acknowledges and agrees that the exterior walls of the Premises and the area between the finished ceiling of the Premises and the slab of the floor of the project thereabove have not been demised hereby and the use thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through, under or above the Premises in locations which will not materially interfere with Tenant's use of the Premises and serving other parts of the Project are hereby excepted and reserved unto Landlord.

(f) Improvements. In the event that Landlord undertakes any additional improvements on the Real Property including but not limited to new construction or renovation or additions to the existing improvements, Landlord shall not be liable to Tenant for any noise, dust, vibration or interference with access to the Premises or disruption in Tenant's business caused thereby; provided, however, Tenant shall at all times have access to the Premises.

(g) Rules and Regulations. Tenant shall observe faithfully and comply strictly with the Rules and Regulations attached to this Lease as Exhibit "B" as amended and made a part hereof, and such other Rules and Regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Project, the facilities thereof, or the preservation of good order therein. Landlord shall not be liable to Tenant for violation of any such Rules and Regulations, or for the breach of any covenant or condition in any lease by any other tenant in the Project. A waiver by Landlord of any Rule or Regulation for any other tenant shall not constitute nor be deemed a waiver of the Rule or Regulation for this Tenant.

(h) Quiet Possession. Upon Tenant's paying the Basic Rent, Additional Rent and other sums provided hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Term hereof, subject to all of the provisions of this Lease.

(i) Successors and Assigns. Subject to the provisions of Article 15 hereof, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(j) Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal service evidenced by a signed receipt or sent by registered or certified mail, return receipt requested, or via overnight courier, and shall be effective upon proof of delivery, addressed to Tenant at the Premises or to Landlord at the management office for the Project, with a copy to Landlord, c/o Younan Properties, Inc., 5959 Topanga Canyon Boulevard, Woodland Hills, California 91367, Attn: General Counsel. Either party may by notice to the other specify a different address for notice purposes except that, upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. A copy of all notices to be given to Landlord hereunder shall be concurrently transmitted by Tenant to such party hereafter designated by notice from Landlord to Tenant.

(k) Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue beyond any applicable cure period set forth in this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as is in this Lease provided. All sums so paid by Landlord and all reasonable incidental costs, together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by Landlord, shall be payable to Landlord on demand and Tenant covenants to pay any such sums, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the rent.

(l) Access, Changes in Project, Facilities, Name.

(i) Tenant shall permit Landlord to install, use and maintain pipes, ducts and conduits within the walls, columns and ceilings of the Premises. During any maintenance work, Landlord or any subcontractor agrees to be escorted by Tenant’s staff.

(ii) Landlord may adopt any name for the Project and Landlord reserves the right to change the name or address of the Project at any time.

(m) Signing Authority. If Tenant is a corporation, partnership or limited liability company, each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity.

(n) Substitute Premises. Landlord shall have the right at any time during the Term hereof, upon giving Tenant not less than thirty (30) days prior notice, to relocate Tenant from the portion of the Premises located on the Third Floor Premises to comparable improved space elsewhere in the Project of approximately the same size as the then current Third Floor Premises and remove and place Tenant in such space, with Landlord to pay all verified costs and expenses incurred as a result of such movement to such new space. Such move will be done to the extent reasonably practicable with minimal disruption to Tenant’s operations. If Landlord moves Tenant to such new space, this Lease and each and all of its terms, covenants and conditions shall remain in full force and effect and shall be deemed applicable to such new space and such new space shall thereafter be deemed to be the "Premises" as though Landlord and Tenant had entered into an express written amendment of this Lease with respect thereto. Landlord may not relocate Tenant from the First Floor Premises.

(o) Survival of Obligations. Any obligations of Tenant occurring prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.

(p) Signage. (i) Tenant shall not place or permit to be placed in or upon the Premises, where visible from outside the Premises, or outside the Premises on any part of the Project, any signs, notices, drapes, shutters, blinds, or displays of any type, without the prior written consent of Landlord. Landlord reserves the right in its sole discretion to place and locate on the roof or exterior of the Project, and in any area of the Project not leased to Tenant, any signs, notices, displays and similar items as Landlord deems appropriate. Tenant shall not inscribe, paint, affix, or display any signs, advertisements or notices on or in the Building or anywhere within the Project or anywhere within the Premises if visible from any common areas within the Project.

(ii) Landlord shall provide Tenant with initial Project-standard suite signage and lobby directory signage. Tenant, at Tenant's sole cost and expense may install wayfinding signage, in locations and style approved by Landlord, which approval shall not be unreasonably withheld.

(iii) Tenant shall have the non-exclusive right to place its name and/or logo on one (1) panel of the monument sign for the Building as long as Tenant is not in Default beyond any applicable notice and cure period. Installation, repair, maintenance and removal of such signage and repair to the monument caused by such removal shall be at Tenant's sole cost. Any such signage shall comply with all applicable laws and the design, size, color and content shall be subject to Landlord's prior written approval; provided, however, Landlord's approval of such signage shall not be unreasonably withheld, conditioned, or delayed.

(iv) Tenant's use of the Tenant's signage shall be subject to all applicable laws, the terms and conditions of this Lease, and the rules and regulations established by Landlord from time to time, and shall be conditioned on Tenant not being in Default under this Lease.

(q) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. No conflicts of law rules of any state or country (including, without limitation, Illinois conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions or causes of action arising between the parties hereto and/or their respective successors and assigns, shall be brought, heard and adjudicated by the courts of the State of Illinois, with venue in the County of Cook. Each of the parties hereto hereby consents to personal jurisdiction by the courts of the State of Illinois in connection with any such controversy, claim, action or cause of action, and each of the parties hereto consents to service of process by any means authorized by Illinois law and consent to the enforcement of any judgment so obtained in the courts of the State of Illinois on the same terms and conditions as if such controversy, claim, action or cause of action had been originally heard and adjudicated to a final judgment in such courts. Each of the parties hereto further acknowledges that the laws and courts of Illinois were freely and voluntarily chosen to govern this Lease and to adjudicate any claims or disputes hereunder.

(r) Exhibits and Addendum. The Exhibits and Addendum, if applicable, attached hereto are incorporated herein by this reference as if fully set forth herein.

(s) Administrative Fee. If Landlord or its property manager at Tenant's request performs any service that Landlord is not otherwise required to perform under the terms of this Lease, incurs any cost or expense, or furnishes any goods to or for the use or benefit of Tenant, or if, pursuant to any provision contained in this Lease, Landlord or its property manager at its option performs, or causes to be performed, any obligation hereunder that Tenant failed to perform, then and in each such instance, in addition to the amount that Tenant is thereupon obligated as a result of the foregoing to pay or reimburse to Landlord, Tenant shall pay to Landlord an administrative fee equal to ten percent (10%) of such amount.

(t) Signs. Tenant shall not place or permit to be placed in or upon the Premises, where visible from outside the Premises, or outside the Premises on any part of the Project, any signs, notices, drapes, shutters, blinds, or displays of any type, without the prior written consent of Landlord. Landlord reserves the right in its sole discretion to place and locate on the roof or exterior of the Project, and in any area of the Project not leased to Tenant, any signs, notices, displays and similar items as Landlord deems appropriate. Provided Tenant is not in default under this Lease, Landlord shall provide Tenant with initial Project-standard suite signage and lobby directory signage ("**Tenant's Signage**"). Tenant's use of the Tenant's Signage shall be subject to all applicable laws, the terms and conditions of this Lease, and the rules and regulations established by Landlord from time to time, and shall be conditioned on Tenant not being in default under this Lease.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease, consisting of the foregoing provisions and Articles, including all exhibits and other attachments referenced therein, as of the date first above written.

LANDLORD:	**TENANT:**
YPI ARLINGTON, LLC, a Delaware limited liability company	**VILLAGE OF ARLINGTON HEIGHTS**
By: ____________________________ Name: John Cook Title: Vice President	By:____________________________ Name:________________________ Title:________________________

EXHIBIT "A"
PREMISES

EXHIBIT "B"

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be displayed, printed or affixed on or to the Premises or to the outside or inside of the Project or so as to be visible from outside the Premises or Project without Landlord's prior written consent. Landlord shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Tenant, and Landlord shall not be liable in damages for such removal. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by Landlord or by a person selected by Landlord and in a manner and style acceptable to Landlord.

2. Tenant shall not obtain for use on the Premises ice, waxing, cleaning, interior glass polishing, rubbish removal, towel or other similar services, or accept barbering or boot blackening, or coffee cart services, milk, soft drinks or other like services on the Premises, except from persons authorized by Landlord and at the hours and under regulations fixed by Landlord. No vending machines or machines of any description shall be installed, maintained or operated upon the Premises without Landlord's prior written consent such consent will not be unreasonably withheld.

3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from Tenant's Premises. Under no circumstances is trash to be stored in the corridors. Notice must be given to Landlord for any large deliveries. Furniture, freight and other large or heavy articles, and all other deliveries may be brought into the Project only at times and in the manner designated by Landlord, and always at Tenant's sole responsibility and risk. Landlord may impose reasonable charges for use of elevators after or before normal business hours. All damage done to the Project by moving or maintaining such furniture, freight or articles shall be repaired by Landlord at Tenant's expense. Tenant shall not take or permit to be taken in or out of entrances or passenger elevators of the Project, any item normally taken, or which Landlord otherwise reasonably requires to be taken, in or out through service doors or on freight elevators. Tenant shall move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all waste that is at any time being taken from the Premises directly to the areas designated for disposal.

4. Toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein.

5. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, ceilings or floor or in any way deface the Premises. Tenant shall not place typed, handwritten or computer generated signs in the corridors or any other common areas. Should there be a need for signage additional to the Project standard tenant placard; a written request shall be made to Landlord to obtain approval prior to any installation. All costs for said signage shall be Tenant's responsibility.

6. In no event shall Tenant place a load upon any floor of the Premises or portion of any such flooring exceeding the floor load per square foot of area for which such floor is designed to carry and which is allowed by law, or any machinery or equipment which shall cause excessive vibration to the Premises or noticeable vibration to any other part of the Project. Prior to bringing any heavy safes, vaults, large computers or similarly heavy equipment into the Project, Tenant shall inform Landlord in writing of the dimensions and weights thereof and shall obtain Landlord's consent thereto. Such consent shall not constitute a representation or warranty by Landlord that the safe, vault or other equipment complies, with regard to distribution of weight and/or vibration, with the provisions of this Rule 6 nor relieve Tenant from responsibility for the consequences of such noncompliance, and any such safe, vault or other equipment which Landlord determines to constitute a danger of damage to the Project or a nuisance to other tenants, either alone or in combination with other heavy and/or vibrating objects and equipment, shall be promptly removed by Tenant, at Tenant's cost, upon Landlord's written notice of such determination and demand for removal thereof.

7. Except for fuel for the generator, Tenant shall not use or keep in the Premises or Project any kerosene, gasoline or inflammable, explosive or combustible fluid or material, or use any method of heating or air-conditioning other than that supplied by Landlord.

8. Tenant shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord.

9. Tenant shall not install or use any blinds, shades, awnings or screens in connection with any window or door of the Premises and shall not use any drape or window covering facing any exterior glass surface other than the standard drapes, blinds or other window covering established by Landlord.

10. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing window coverings when the sun's rays fall directly on windows of the Premises. Tenant shall not obstruct, alter, or in any way impair the efficient operation of Landlord's heating, ventilating and air-conditioning system. Tenant shall have the option to adjust thermostats or other controls to maintain a comfortable working environment.

11. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Premises. Tenant shall not, without Landlord's prior written consent, occupy or permit any portion of the Premises to be occupied or used for the manufacture or sale of liquor or tobacco in any form, or a barber or manicure shop, or as an employment bureau. The Premises shall not be used for lodging or sleeping or for any improper, objectionable or immoral purpose. No auction shall be conducted on the Premises.

12. Tenant shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with occupants of Project or neighboring buildings or premises or those having business with it by the use of any musical instrument, radio, phonographs or unusual noise, or in any other way.

13. No bicycles, vehicles or animals (except as provided in Exhibit E) of any kind shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any tenant in the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for tenants, their employees and visitors shall be permitted. No tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from or throughout the Premises. The foregoing notwithstanding, Tenant shall have the right to use a microwave and to heat microwavable items typically heated in an office. No hot plates, toasters, toaster ovens or similar open element cooking apparatus shall be permitted in the Premises.

14. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Project shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills.

15. Each tenant must, upon the termination of his tenancy, give to Landlord all keys and key cards of stores, offices, or toilets or toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such change.

16. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Project or its desirability as an office building and upon written notice from Landlord, tenant shall refrain from and discontinue such advertising.

17. Each tenant shall be responsible for all persons for whom it requests after-hours access and shall be liable to Landlord for all acts of such persons. Landlord shall have the right from time to time to establish reasonable rules pertaining to freight elevator usage, including the allocation and reservation of such usage for tenants' initial move-in to their premises, and final departure therefrom.

18. Any person employed by any tenant to do janitorial work shall, while in the Project and outside of the Premises, be subject to and under the control and direction of the Office of the Project or its designated representative such as security personnel (but not as an agent or servant of Landlord, and the Tenant shall be responsible for all acts of such persons).

19. All doors opening on to public corridors shall be kept closed, except when being used for ingress and egress. Tenant shall cooperate and comply with any reasonable safety or security programs, including fire drills and air raid drills, and the appointment of "fire wardens" developed by Landlord for the Project, or required by law. Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights and water faucets in the Premises.

20. The requirements of tenants will be attended to only upon application to the Office of the Project.

21. Canvassing, soliciting and peddling in the Project are prohibited and each tenant shall cooperate to prevent the same.

22. All office equipment of any electrical or mechanical nature shall be placed by tenants in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance.

23. No air-conditioning unit or other similar apparatus shall be installed or used by any tenant without the prior written consent of Landlord. Tenant shall pay the cost of all electricity used for air-conditioning in the Premises if such electrical consumption exceeds normal office requirements, regardless of whether additional apparatus is installed pursuant to the preceding sentence.

24. There shall not be used in any space, or in the public halls of the Project, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards.

25. The Project is a non-smoking Project. Smoking or carrying lighted cigars or cigarettes in the Premises or the Project, including the elevators in the Project, is prohibited.

EXHIBIT "C"

[INTENTIONALLY DELETED)

EXHIBIT "D"

NOTICE OF TERM DATES

Village of Arlington Heights
1500 West Shure Drive, Suite ____
Arlington Heights, Illinois 60004

DATE: ______________________________

RE: Lease dated March ____, 2017, between YPI Arlington, LLC ("**Landlord**"), and Village of Arlington Heights ("**Tenant**"), concerning Suite ___ and Suite 300, located at 1500 West Shure Drive Arlington Heights, Illinois 60004

Ladies and Gentlemen:

In accordance with the Lease, Landlord wishes to advise and/or confirm the following:

1. That the Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the Lease and that there is no deficiency in construction.

2. That the Tenant has taken possession of the Premises and acknowledges that under the provisions of the Lease the Term of said Lease shall commence as of ____________ for a term of twenty-four (24) months ending on ________________________.

3. That in accordance with the Lease, Basic Rental commenced to accrue on ________________________ and shall be payable as follows:

Months of Term	**Annual Rate Per Rentable Square Foot**	**Monthly Basic Rental**
	$17.50	__________*

* based upon ____ rentable square feet

4. If the Commencement Date of the Lease is other than the first day of the month, the first billing will contain a prorata adjustment. Each billing thereafter shall be for the full amount of the monthly installment as provided for in said Lease.

5. Rent is due and payable in advance on the first day of each and every month during the Term of said Lease. Your rent checks should be made payable to YPI Arlington, LLC, c/o Younan Properties, Inc., at 75 Remittance Drive, Suite 6453, Chicago, IL 60675-6453 .

6. The agreed number of rentable square feet constituting the First Floor Premises is rentable square feet and the agreed number of rentable square feet constituting the Third Floor Premises is ______ rentable square feet.

Sincerely,

____
Authorized Signatory

AGREED AND ACCEPTED:

TENANT:

VILLAGE OF ARLINGTON HEIGHTS

By:___________________________
Name:_________________________
Its:___________________________

EXHIBIT "E"

ADDITIONAL PROVISIONS

I. OPTION TO RENEW.

Provided that at the time Tenant gives notice of its intent to renew the Lease as set forth below and at the expiration of the initial Term, Tenant is not in Default beyond all applicable notice and cure periods under the Lease, Tenant shall have the option of extending the Term (the "**Option to Renew**") for one (1) renewal term of three (3) months (the "**Renewal Term**") subject to and in accordance with the following terms and conditions: (i) Tenant shall exercise its Option to Renew by giving Landlord written notice (a "**Renewal Notice**") of Tenant's exercise of such Option to Renew no later than forty-five (45) days prior to the expiration of the Term, (ii) the Renewal Term, if any, shall commence on the day immediately following the last day of the initial Term, (iii) the rental rate applicable to the Basic Rental shall remain unchanged during the Renewal Term and (iv) if Tenant does not timely exercise its Option to Renew for the Renewal Term, then the Option to Renew and all of Tenant's rights to renew or extend the initial Term shall automatically terminate and be null and void and of no further force or effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, Tenant's rights pursuant to this Section shall automatically terminate if without the consent of Landlord, Tenant assigns this Lease or any of Tenant's rights under this Lease to any person or entity or Tenant subleases the Premises or any portion thereof to any person or entity.

II. TERMINATION OPTION. During the initial Term of this Lease, Tenant shall have the following right to terminate the Lease:

1. Grant of Termination Option. Tenant, at Tenant's option and election, shall have a one-time right to terminate the Lease with respect to the entire Premises then leased by Tenant (but not a portion thereof) (the "**Termination Option**") at any time after fourteen (14) full calendar months following the Commencement Date (the "**Early Termination Date**"), if:

(a) on the date of the exercise of the Termination Option and on the Early Termination Date, there is not a Tenant Event of Default under the Lease beyond any applicable notice and cure period;

(b) Landlord receives notice of termination ("**Termination Notice**") not less than forty-five (45) days prior to the Early Termination Date;

(c) if Tenant fails to timely deliver the Termination Notice, Tenant's exercise of the Termination Option shall be of no force or effect, time being of the essence in delivery of the Termination Notice; and

(d) as of the date Tenant provides Landlord with a timely Termination Notice, any unexercised rights or options of Tenant to renew the Lease the Premises shall immediately be deemed terminated and no longer available or of any further force or effect.

2. No Termination Fee. Tenant shall not be required to pay to Landlord any fee for the early termination of this Lease in accordance with the terms of this Article.

III. ADDITIONAL TENANT ALTERATIONS.

A. Alterations. Subject to the terms of Article 9 of the Lease, Tenant shall be permitted to install additional Alterations, including additional security measures, at Tenant's sole cost and expense, including, but not limited to security and wiring of the Building eastern entry, security doors, cameras, entry buzzers and secure telecommunication data and cabling. As long as Tenant is the only Tenant on the third (3^{rd}) floor of the Building, Tenant shall be entitle to install and maintain at its sole cost and expense, card access devices for the elevators, restricting access to the third floor (3^{rd}) and if a portion of the Unoccupied Portion of the Third Floor of the Building is subsequently leased, Tenant shall be permitted to install such other appropriate security measures, including, but not limited to, locks and entry buzzers. Landlord agrees not to unreasonably withhold its consent to the installation of a subpanel, submeter or a first floor temporary HVAC system, if required by Tenant.

B. Emergency Generator. Tenant shall have the right, at Tenant's sole cost and expense, to install one (1) diesel powered emergency electrical generator (the "**Generator**") on a pad (the "**Generator Pad**"), in a location determined by Landlord; provided that (a) Tenant obtains all necessary approvals from all governmental authorities having jurisdiction over Tenant, the Building and the Generator, (b) the Generator and the Generator Pad conform to all applicable laws, rules and regulations of any governmental authorities having jurisdiction over the Generator and/or the Building; and (c) Landlord approves in writing the specific size and type of the Generator and Generator Pad. Notwithstanding the foregoing, Tenant and its contractors shall not have the right to install the Generator (including all necessary conduits and wiring to appropriately connect the Generator to the Premises) or the Generator Pad unless and until Tenant has complied with all of the terms and conditions of Article 9 of the Lease, including, without limitation, approval by Landlord of (a) the final plans for the Generator and Generator Pad, which shall include visual screening and landscaping, if required by Landlord, and (b) the contractors to be retained by Tenant to perform such installation. Tenant, at its sole cost and expense, shall be responsible for the installation of the Generator and Generator Pad, which shall include without limitation, reasonable environmental hazard protection and pollution prevention required by Landlord. In connection with the installation of the Generator, Tenant may also construct and install all necessary conduits and wiring to appropriately connect the Generator to the Premises, provided that Tenant shall not be entitled to more than its pro-rata share of risers in the Building. At the expiration or earlier termination of the Lease, if Tenant has installed the Generator, then is such event it remains the tenant’s property and Tenant shall remove the Generator, Generator Pad and all conduits and wiring installed in connection therewith and repair any damage caused by such removal~~.~~; In the event Tenant installs the Generator and the Generator Pad as permitted hereunder, Tenant shall reimburse Landlord within 30 days after Tenant's receipt of an invoice, for the reasonable costs of landscaping and/or fencing installed by Landlord to screen the Generator from public view, if necessary in Landlord's sole discretion. During the term of the Lease (i) Tenant shall maintain the Generator in first class condition and will obtain and/or maintain, as applicable, all necessary approvals from all governmental authorities having jurisdiction over Tenant, the Building and the Generator, (ii) the Generator shall conform to all applicable laws, rules and regulations of any governmental authorities having jurisdiction over the Generator or the Building, (iii) except for periodic testing, the Emergency Generator (which shall only occur after business hours) shall be used only in the event of an electrical outage at the Building, and (iv) Tenant shall, at Tenant’s sole costs and expense, provide to Landlord such riders to the required liability insurance as reasonably required by Landlord to cover liability in connection with the maintenance and operation of the Generator, including coverage for any environmental clean-up occasioned by diesel spills or other environmental hazards arising out of the use of the Generator. Tenant, at its sole cost and expense, shall also maintain the Generator in good and operable condition and shall be responsible for the maintenance, repair, replacement and removal of the Generator, as necessary. In addition, because such Generator will use diesel fuel, the location and all elements of the design, appearance, construction and removal of the fuel tank(s) for such generator will be subject to Landlord’s approval, and Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all liability, loss, causes of action, damages, costs and expense (including the expense of remediation of any spill or release of such fuel) related to (in all respects, direct or indirect) the fuel tank(s) for such Generator. Landlord may elect to cause Tenant to remove the fuel tank(s) following the end of the Lease. Further, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, fines, liabilities, costs, expenses, damages and causes of action accruing from or related to the Generator. No third party shall have any right to rely upon the agreement contained herein and no third party shall be a third party beneficiary herein. Tenant agrees to indemnify and hold Landlord harmless from all damages, expenses and attorney’s fees incurred by Landlord in defending any action or causes of action from third parties. The provisions hereof shall survive the expiration or termination of the Lease. Notwithstanding the foregoing, Tenant shall have the right to use the existing fifth (5th) floor generator subject to the following terms and conditions:

(i) Such generator shall be delivered in "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition;

(ii) Tenant will be solely responsible for maintaining and repairing the generator during the Term of the Lease;

(iii) Tenant will be solely responsible for de-commissioning the generator upon termination of Lease and reconnection the generator to the transfer switch on the fifth (5^{th}) floor;

(iv) Use of generator is for standby purposes only; and

(v) Tenant will be responsible connecting the generator to the transfer switch to first (1^{st}) and third (3^{rd}) floors.

C. Third Floor Stairwell. The stairwell side of the third (3^{rd}) floor stairwell door shall remain locked at all times, except when opening and closing such stairwell door; however the office side of the of the third (3^{rd}) floor stairwell door shall remain unlocked, but closed at all times, except when entering and exiting stairwell.

IV. Animals. During the term of this Lease Tenant shall be permitted to bring a maximum of 3 fully trained and certified police dogs to the Premises, subject to the following terms and conditions:

A. Animal Access. The canines permitted within the Premises shall enter and leave the Premises through the Building's eastern entry door.

B. Animal Exercise Area. Animals will be walked only in the shaded area identified on Exhibit "A" and labeled ("Animal Exercise Area"). Tenant shall at all times keep the Animal Exercise Area clean and clear of all animal waste. Tenant shall maintain a separate waste container within the area for disposal of such animal waste. Tenant shall dispose of all contents within such container at least once a day unless Landlord determined in its sole discretion that the container requires emptying more often than once a day. Tenant will clean container at least once a day.

C. Indemnification. Tenant shall indemnify and hold Landlord and Landlord Related Parties harmless from all claims, damages, and attorneys' fees incurred arising out of any matter related to Tenant bringing the canines onto the Project.

STANDARD OFFICE LEASE

BY AND BETWEEN

YPI ARLINGTON, LLC
a Delaware limited liability company,

AS LANDLORD,

AND

VILLAGE OF ARLINGTON HEIGHTS

AS TENANT

SUITES ___ and 300

1500 West Shure Drive
Arlington Heights, Illinois 60004

Item: Resolution - License Agreement - Carlos and Carlos

Department: Planning/Legal

Chapter 28, Section 5.1-14.2, allows the use of public sidewalks for outdoor eating cafes subject to certain criteria.

Last year, Carlos and Carlos Ristorante, located at 27 W. Campbell Street, entered into a License Agreement with the Village for outdoor dining within a portion of Harmony Park adjacent to their restaurant at the northeast corner of the park. That Agreement contained limitations on their ability to use their outdoor dining area during all Sounds of Summer concerts. Staff monitored Harmony Park on regular Sounds of Summer concert nights and concluded that the operation of the outdoor eating area during those concerts would not be disruptive. Accordingly, Carlos and Carlos has requested that those restrictions be removed from the License Agreement. Attached is a new License Agremeent, which permits operation of the outdoor dining during most Sounds of Summer concerts, with the exceptions noted within the License Agreement.

RECOMMENDATION

It is recommended that the Village Board approve the attached Resolution Approving a License Agreement with Carlos and Carlos. Chapter 28, Section 5.1-14.2, allows the use of public sidewalks for outdoor eating cafes subject to certain criteria. Chapter 28, Section 5.1-14.2, allows the use of public sidewalks for outdoor eating cafes subject to certain criteria.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
License Agreement - Carlos and Carlos	Resolution
License Agreement - Carlos and Carlos	Agreement

A RESOLUTION APPROVING
A LICENSE AGREEMENT
WITH CARLOS AND EDDY LLC

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

SECTION ONE: That a license agreement by and between the Village of Arlington Heights and Carlos and Eddy LLC, allowing Carlos and Carlos Ristorante, located at 27 W. Campbell Street, to use a portion of Harmony Park seasonally as an outdoor eating area through October 31, 2020, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute the License Agreement on behalf of the Village of Arlington Heights.

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

AYES:

NAYS:

PASSED AND APPROVED this 3rd day of April, 2017.

____
Village President

ATTEST:

____
Village Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") entered into between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and Carlos and Eddy LLC, dba as Carlos and Carlos Ristorante, ("Licensee"); and

WHEREAS, the Village is the owner of Harmony Park ("Park"), located at 17 West Campbell in the Village of Arlington Heights; and

WHEREAS, Licensee is the owner of Carlos and Carlos, a restaurant located at 27 West Campbell, in the Village of Arlington Heights; and

WHEREAS, the Licensee's restaurant is located directly east of the Park; and

WHEREAS, Licensee has requested permission from the Village to use a small portion of the Park ("Site") that is contiguous to its restaurant solely for the purposes described herein,

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

1. The Village grants the Licensee a license to use the Site for an outdoor eating area, as set forth on Exhibit A, which is attached and made a part of this Agreement. The Licensee understands and agrees that the Site is within a public park and, as such, may be utilized by individuals not utilizing the Licensee's facility.

2. Recognizing that the use of the Site is seasonal, the term of this Agreement shall be for the period commencing on the date set forth above and terminating October 31, 2020, with the understanding that in each year of this Agreement the outdoor eating area shall not begin until April 1 of that year. While this is a three year agreement, the ability to have an outdoor eating area in each of the years is dependent upon Licensee's receipt of an annual permit from the Village and providing valid proof of insurance.

Each year, as part of the permit review process, the Village, in its sole discretion, will determine upon receipt and review of appropriate documentation and prior history whether a subsequent permit will be granted. If the Village determines that a permit will not be granted for another year, it will notify the Licensee in writing of the termination of this License Agreement.

3. The Licensee will obtain any required permits and pay all required fees.

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

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

Site will remain accessible to the public at all times when the Licensee is not using the Site for business.

The Licensee, its agents, employees, and contractors, shall not, without the Village's prior written consent, make any alterations or repairs or additions to the Park.

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

6. If so requested by the Village, the Licensee shall remove any and all items and furnishings it has placed on the Site for specific events held at and around the Park. Absent exigent circumstances, the Village will provide written notice not less than seven days in advance of any date that will require the removal of the furniture.

Additionally, the Parties recognize that certain annual events require the use of the entire Park. For these events, the Licensee shall remove any and all items and furnishings it has placed on the Site. These events are the Sounds of Summer concert the Thursday before the Mane Event, the Mane Event, and the Taste of Arlington. As these dates change every year, specific dates are not listed. No further notice of these events will be provided by the Village - it is up to the Licensee to confirm the dates annually.

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

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

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

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

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

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

Commercial General Liability:	
Bodily Injury and Property Damage Combined	$1,000,000 per occurrence $2,000,000 aggregate
Personal Injury Liability	BFGL aggregate
Worker's Compensation	Statutory ($100,000)
Employer's Liability	$500,000

Umbrella Excess Liability:
Special coverage shall be $1,000,000 over primary insurance

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

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

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

13. The Licensee agrees to promptly pay for any labor and/or material performed in or about the Site and not to permit any liens to be filed against the Site, or any interest therein, with respect to labor, material, or services performed. If any such liens shall be filed, the Licensee shall cause them to be discharged by payment, bond, court order, or otherwise, to the satisfaction of the Village.

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

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

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

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

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

Village of Arlington Heights Village Manager 33 S. Arlington Heights Road Arlington Heights, IL 60005	Juan Carlos Montiel Carlos and Carlos Ristorante 27 W. Campbell Arlington Heights, IL 60005

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this ____ day of ___________, 2017.

Carlos and ~~Eddy~~, LLC	Village of Arlington Heights
Juan Carlos Montiel President	Thomas Hayes Mayor
3/28/2017 Date	Date
Attest:	Attest:

Item: Request for Fee Waiver for Liquor Licenses - AH Park District

Department: Village Manager's Office

The Arlington Heights Park District has requested a fee waiver for their 2017-2018 liquor licenses held at Arlington Lakes Golf Club, Heritage Tennis Club, and Nickol Knoll Golf Club.

Bid Section

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

ATTACHMENTS:

Description	**Type**
Arlington Lakes Golf Club	Correspondence
Heritage Tennis Club	Correspondence
Nickol Knoll Golf Club	Correspondence

March 14, 2017

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

Dear Mr. Recklaus:

Re: <u>2017/18 Liquor License Renewal</u>
<u>Arlington Lakes Golf Club</u>

Enclosed is our 2017/18 Liquor License Renewal application for the Arlington Lakes Golf Club.

The Village Board decided, in 1979, that the liquor license fee for Arlington Lakes Golf Club be waived. Our requests for waiver of the subsequent annual fees have similarly been granted. We respectfully request that the Village Board continue to waive the fee for this Park District facility.

Thank you for this consideration.

Sincerely,

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

Richard A. Hanetho
Executive Director

Enclosure

Liquor & Business Licenses/2017-18/VAH Liquor Lic-ALGC 17-18

Arlington Heights Park District

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

March 14, 2017

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

Dear Mr. Recklaus:

Re: 2017/18 Liquor License Renewal
Heritage Tennis Club

Enclosed is our 2017/18 Liquor License Renewal application for the Heritage Tennis Club.

It was decided at the Village Board meeting on October 19, 1987, to approve the initial liquor license application and that the liquor license fee for Heritage Tennis Club be waived. Our requests for waiver of the subsequent annual fees have similarly been granted. We respectfully request that the Village Board continue to waive the fee for this Park District facility.

Thank you for this consideration.

Sincerely,

Richard A. Hanetho
Executive Director

Enclosure

Liquor & Business Licenses/2016-17/VAH Liquor Lic-HTC 17-18

Arlington Heights Park District

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

March 14, 2017

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

Dear Mr. Recklaus:

Re: <u>2017/18 Liquor License Renewal</u>
<u>Nickol Knoll Golf Club</u>

Enclosed is our 2017/18 Liquor License Renewal application for the Nickol Knoll Golf Club.

It was decided at the Village Board meeting on July 17, 1995, to approve the initial liquor license application and that the liquor license fee for Nickol Knoll Golf Club be waived. We respectfully request that the Village Board continue to waive the fee for this Park District facility.

Thank you for this consideration.

Sincerely,

Richard A. Hanetho
Executive Director

Enclosure

Liquor & Business Licenses/2017-18/VAH Liquor Lic-NKGC 17-18

Item: 504 S. Mitchell Subdivision - PC#14-016

Department: Planning & Community Development

Background

The Village Board approved the Preliminary Plat of Subdivision for the Bruscato Subdivision (which has since been renamed the Walnut Park Subdivision) on April 18, 2015. The petitioner has prepared the necessary documents for Final Plat of Subdivision approval and is now seeking final approval from the Plan Commission.

Recommendation

A public hearing was held by the Plan Commission on March 22, 2017 where Commissioner Green moved and Commissioner Jensen seconded:

A motion to recommend to the Village Board of Trustees, approval of the Final Plat of Subdivision for PC 14-016, subject to the following conditions:

1. A maintenance fee for the stormwater detention area totaling $33,700 is required. The fee shall be paid on a per lot basis at the time of issuance of a building permit for each home within the subdivision in the amount of $11,233 per home/lot.

2. The Village will not accept ownership and maintenance of the stormwater detention area until such time as the maintenance fee is paid in full and the detention area is established and acceptable to the Village.

3. The Petitioner shall comply with all Federal, State, and local policies, regulations and codes.

Roll Call Vote: Commissioners Cherwin, Dawson, Ennes, Green, Jensen and Chairman Lorenzini voted in favor. Commissioner Drost recused himself. The motion carried.

Bid Section

Item:

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

ATTACHMENTS:

Description	**Type**
Staff Memo	Memorandum
PC Minutes 3/22/17 - DRAFT	Minutes
Final Plat of Subdivision	Exhibits
Final Plat of Vacation	Minutes

Memorandum

To: Chairman Lorenzini and Members of the Plan Commission

CC: Randy Recklaus, Village Manager

All Department Heads

From: Sam Hubbard, Development Planner

Date: 3/17/2017

Re: PC #14-016: 504 S. Mitchell Subdivision (Walnut Park Subdivision)

The Village Board approved the Preliminary Plat of Subdivision for the Bruscato Subdivision (which has since been renamed the Walnut Park Subdivision) on April 18, 2015, subject to the following conditions:

1. The Petitioner shall receive final plat of subdivision approval.
2. The Petitioner shall receive Village Board approval of a three-foot vacation of a portion of Walnut Avenue right-of-way along the west side of the proposed subdivision.
3. The petitioner shall dedicate three feet along the east property line for the Mitchell Avenue right-of-way.
4. A maintenance fee for water detention shall be required for each new residential home which shall be paid during the building permit process for each home. Said fee amount shall be determined as part of final plat of subdivision.
5. School, park, and library contributions shall be required prior to the issuance of a permit for the new Lots 2 and 3.
6. The Petitioner shall comply with all Federal, State, and local policies, regulations and codes.

Submission of the Final Plat of Subdivision and final engineering has been received and reviewed and is ready for approval. Therefore, condition number one above has been satisfied and is no longer applicable.

The petitioner has prepared a Plat of Vacation for the 3' portion of Walnut Avenue and has shown the dedication of 3' of land along Mitchell Avenue within the proposed Final Plat of Subdivision. Therefore, conditions two and three will be satisfied upon approval of the Final Plat of Subdivision.

In accordance with condition number four, the developer has been asked to provide a onetime upfront fee for detention maintenance, which totals to $33,700 and translates to $11,233.33 per residential lot. Staff recommends clarifying this condition to read:

- A maintenance fee for the stormwater detention area totaling $33,700 is required. The fee shall be paid on a per lot basis at the time of issuance of a building permit for each home within the subdivision in the amount of $11,700 per home/lot.

An additional condition should be added to read:

- The Village will not accept ownership and maintenance of the stormwater detention area until such time as the maintenance fee is paid in full and the detention area is established and acceptable to the Village.

Condition number five can be removed as it is present within the Preliminary Plat of Subdivision approval ordinance and therefore duplicative to include within the Final Plat of Subdivision approval. Condition six is still applicable and should remain.

<u>Recommendation</u>: Staff recommends that the Plan Commission recommend approval of the Final Plat of Subdivision for PC 14-016, subject to the following conditions:

1. A maintenance fee for the stormwater detention area totaling $33,700 is required. The fee shall be paid on a per lot basis at the time of issuance of a building permit for each home within the subdivision in the amount of $11,700 per home/lot.

2. The Village will not accept ownership and maintenance of the stormwater detention area until such time as the maintenance fee is paid in full and the detention area is established and acceptable to the Village.

3. The Petitioner shall comply with all Federal, State, and local policies, regulations and codes.

If you should require any additional information, please let me know.

PLAN
______________ REPORT OF THE PROCEEDINGS OF A PUBLIC HEARING
______________ BEFORE THE VILLAGE OF ARLINGTON HEIGHTS
______________ PLAN COMMISSION

COMMISSION

RE: 504 SOUTH MITCHELL SUBDIVISION - PC#14-016
FINAL PLAT OF SUBDIVISION

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, 2017 at the hour of 7:30 p.m.

MEMBERS PRESENT:

JOE LORENZINI, Chairman
LYNN JENSEN
TERRY ENNES
BRUCE GREEN
GEORGE DROST
SUSAN DAWSON
JAY CHERWIN

ALSO PRESENT:

SAM HUBBARD, Development Planner

DRAFT

CHAIRMAN LORENZINI: I'd like to call to order this meeting of the Plan Commission. Would you please all rise and say the pledge of allegiance with us?

(Pledge of allegiance.)

CHAIRMAN LORENZINI: Sam, roll call please.

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Here.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. HUBBARD: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Here.

MR. HUBBARD: Commissioner Sigalos.

(No response.)

MR. HUBBARD: Commissioner Warskow.

(No response.)

MR. HUBBARD: Chairman Lorenzini.

CHAIRMAN LORENZINI: Here. Thank you, Sam. The next item on the agenda is approval of meeting minutes from New Hope Academy held on March 8th, 2017. Any comments?

COMMISSIONER DROST: I'll make that motion to approve the minutes.

COMMISSIONER ENNES: I'll second it.

CHAIRMAN LORENZINI: All in favor?

(Chorus of ayes.)

CHAIRMAN LORENZINI: Opposed?

(No response.)

CHAIRMAN LORENZINI: Everybody here, okay. Next item on the agenda, we've got three public hearings tonight. The first one is for 504 South Mitchell Subdivision, PC#14-016, final plat of subdivision. Sam, is there a --

MR. HUBBARD: I do believe the Petitioner is here, and if there are any questions, the Petitioner can approach the podium. I do want to clarify one thing. There was a typo in the Staff report and it was relative to the fee per lot for the stormwater detention. It read $11,700 per lot, it should read $11,233. That's reflected in the motion sheet that you have before you this evening.

But as the Plan Commission may recall, this did appear before them on April, or probably before April in 2015, and it did receive a favorable recommendation and was approved for a preliminary plat of subdivision by the Village Board with six conditions. The Petitioner has met most of the conditions and, only to clarify, one of the conditions was requiring the maintenance fee for stormwater detention. We now have the estimate for how much it would cost to maintain that over a 10-year period, and so the condition has been altered to specify the amount required overall and per lot. The Staff's recommendation is to move forward. The plat conforms to the original preliminary approval, so there's really not too much here to discuss, and

I'm happy to answer any questions.

CHAIRMAN LORENZINI: Okay, is there any question from the Commissioners?

COMMISSIONER DROST: No, but I will be recusing myself from the vote.

CHAIRMAN LORENZINI: If there's no question at this time, I'll open it up to the public since this is a public hearing. Anybody from the public want to make any statements or comments on this project, this public hearing? Yes, would you please come forward? Please raise your right hand, or just tell us, you're not the Petitioner, are you?

MR. DIMUCCI: I am.

CHAIRMAN LORENZINI: You are? Okay, raise your right hand.

(Witness sworn.)

CHAIRMAN LORENZINI: Would you please state your name and spell it for us please?

MR. DIMUCCI: John Dimucci, D-i-m-u-c-c-i. I just have one comment regarding the fee that he was just speaking of. It seems that it's quite onerous, $11,000 plus per lot for these. There's quite an expense that we're undertaking to put in the stormwater basin for the benefit of only three lots. That's fine, we understood that when the plan was approved and there really was no fee discussed other than that it was a condition, and I understand that. So, we just found out about this amount very recently.

I just want to kind of have it on record that it seems very high, and if there is any relief, it would be appreciated because, you know, there's also the impact fees that will be collected for the school board, for the school and library impact fees. I understand that, those are published and well known. So, this $33,000 plus that will be collected at the time of building permit seems like quite a bit for the maintenance of, for all practical purposes, a kind of a maintenance-free stormwater basin.

That's all. I appreciate your time. I just kind of wanted to have that noted on the record.

CHAIRMAN LORENZINI: Do you agree with the other two conditions in the recommendation?

MR. DIMUCCI: The other two conditions of? I'm sorry.

CHAIRMAN LORENZINI: Well, the first one was the fee you just talked about. The second one, the Village will not accept ownership and maintenance of the stormwater detention area until such time as the maintenance fee is paid in full and the detention area is established and acceptable to the Village. I guess those two are kind of tied together.

MR. DIMUCCI: Yes, right, absolutely.

CHAIRMAN LORENZINI: The third one is the Applicant shall comply with all applicable federal, state, and Village codes, regulations and policies.

MR. DIMUCCI: Of course, yes.

CHAIRMAN LORENZINI: Sam, were all the proper public notices given?

MR. HUBBARD: Yes. This one actually was just a public meeting, there is no public hearing required for final plat approval.

CHAIRMAN LORENZINI: Okay. Thank you for your comment.

MR. DIMUCCI: Thank you.

CHAIRMAN LORENZINI: Sam, anything you want to add to that?

MR. HUBBARD: I don't have too much to add. I mean this, I believe the fee that we're requiring is something that the Village Board has recently decided to ask petitioners for due to some MWRD requirements for these detention areas and their ongoing maintenances as a cost to the Village. So, I don't have too much to add on that.

COMMISSIONER JENSEN: Sam, is there a standard formula, protocol, algorithm or whatever that you would apply to everything going forward that's in this similar situation?

MR. HUBBARD: It's based on estimates that the Public Works Department receives for maintenance. So, I mean it's going to depend, you know, every detention pond is a little bit different. So, depending on the landscaping and the size and so forth, you know, that amount to maintain it is going to be a little different. So, I don't know if there is a standard, you know, a standard formula that we could always apply.

COMMISSIONER JENSEN: But this was based on some estimates then that the Engineering Department got?

MR. HUBBARD: Correct.

CHAIRMAN LORENZINI: Any other questions or comments?

COMMISSIONER CHERWIN: I guess I would just add to that a question being, so the Public Works Department came up with this, Sam, but was it based on similarly situated ponds that we have in the Village and we had experienced in those costs? The second response would be, is there anything that the Petitioner could do to satisfy the requirements but at a lower cost in terms of --

MR. HUBBARD: I believe it's based on actual estimates that they receive from a company that would be doing the maintenance. Whether or not the plantings in the pond could be redesigned to adjust that, I could not tell you. But I do believe, I know that the Public Works Department did get estimates for what this would cost over a ten-year period, similar to how it's been done for a subdivision recently by Lexington Homes earlier this year and Christina Court earlier.

COMMISSIONER CHERWIN: So, what you're saying is that the analysis or the formula that they used for the Petitioner's cost is similar to what Lexington experienced and the other folks experienced in understanding what the costs could be on those ponds?

MR. HUBBARD: Right, both based on estimates for what it would cost over a ten-year period.

COMMISSIONER ENNES: Sam, this is something new that's tied to the flood control problems that we've been having for decades and the cost to cure it?

MR. HUBBARD: Right, based on updated MWRD standards for how much detention you have to provide for when you develop a site so that, yes, we don't continue have flooding problems.

COMMISSIONER CHERWIN: I guess I would just add to the record that I think it would be important for us, if this is a new standard, that we provide some level of transparency from our Public Works Department so that people who are coming in and evaluating their sites have an understanding of what the cost requirements would be for stormwater management.

CHAIRMAN LORENZINI: The only thing I'd like to say is that I appreciate your comments, but it sounds like this is pretty much a standard fee that's based on some rationale, not just some artificial opinions on it.

COMMISSIONER JENSEN: So, this reflects the cost over a ten-year period and you pay it all up front, is that what you're saying?

MR. HUBBARD: Right.

DRAFT

CHAIRMAN LORENZINI: Any other, I guess we should finish the public comments. Any other comments from the public? If not, we'll officially close that portion of this public meeting. Any other comments or recommendations from the Commissioners?

COMMISSIONER GREEN: Yes, I'd like to make a motion.

A motion to recommend to the Village Board of Trustees approval of PC#14-016, Final Plat of Subdivision for the Walnut Park Subdivision (formerly called the Bruscato Subdivision).

This approval shall be subject to the following conditions:

1. **A maintenance fee for the stormwater detention area totaling $33,700 is required. The fee shall be paid on a per lot basis at the time of issuance of a building permit for each home within the subdivision in the amount of $11,233 per home/lot.**
2. **The Village will not accept ownership and maintenance of the stormwater detention area until such time as the maintenance fee is paid in full and the detention area is established and acceptable to the Village.**
3. **The Applicant shall comply with all applicable federal, state and Village codes, regulations and policies.**

CHAIRMAN LORENZINI: Is there a second?

COMMISSIONER JENSEN: Second.

CHAIRMAN LORENZINI: We have a second. Roll call vote please.

MR. HUBBARD: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. HUBBARD: Commissioner Dawson.

COMMISSIONER DAWSON: Yes.

MR. HUBBARD: Commissioner Drost.

COMMISSIONER DROST: I'm recused.

MR. HUBBARD: Commissioner Ennes.

COMMISSIONER ENNES: Yes.

MR. HUBBARD: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. HUBBARD: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. HUBBARD: Chairman Lorenzini.

CHAIRMAN LORENZINI: Yes. Well, I guess congratulations on having received a unanimous approval, but this is just a recommendation to the Board of Trustees. Is there a date this is going to the Trustees?

MR. HUBBARD: April 3rd is what we're targeting.

CHAIRMAN LORENZINI: You can further express your opinion again at that time. Thank you for being here.

MR. DIMUCCI: Thank you.

(Whereupon, the public meeting on the above-mentioned petition was adjourned at 7:44 p.m.

DRAFT

P.I.N. No. 03-31-224-001

MAIL PLAT TO:

HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173

FINAL PLAT OF SUBDIVISION

WALNUT PARK SUBDIVISION

SHEET 1 OF 1

Revised: February 28, 2017

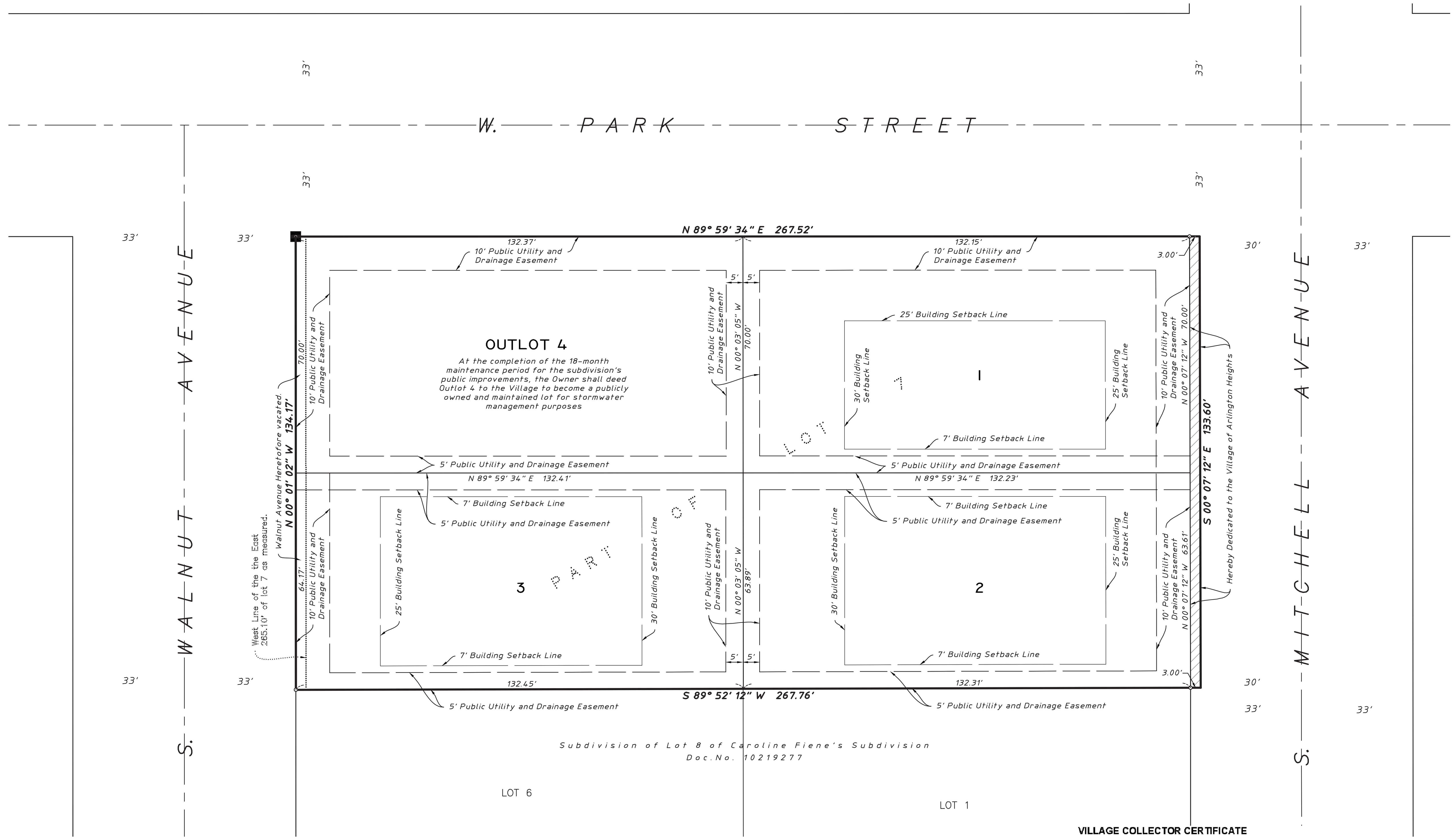
BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGEND

Concrete Monument	Underlying Lot Lines
Subdivision or Block Corners, Set or Found as Noted	New Lot Lines
LOT 4 — Underlying Subdivision Lot No.	Boundary Line
LOT 1 — New Subdivision Lot No.	Area Dedicated for Public Street

20 10 0 20

SCALE: 1" = 20'



PLAT PREPARED FOR:

JMC DEVELOPMENT, LLC
33 W. HIGGINS ROAD, SUITE 830
SOUTH BARRINGTON, IL 60010

SUBMITTED BY

VILLAGE OF ARLINGTON HEIGHTS
DEPARTMENT OF PLANNING
33 S. ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, IL 60005

SEND NEW TAX BILL TO:

JMC DEVELOPMENT, LLC
33 W. HIGGINS ROAD, SUITE 830
SOUTH BARRINGTON, IL 60010

OWNER'S CERTIFICATE AND SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE THE UNDERSIGNED, JMC DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, OWNERS OF HE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT. THIS IS TO FURTHER CERTIFY THAT TO THE BEST OF THE OWNER'S KNOWLEDGE THE LAND HEREIN DESCRIBED FALLS WITHIN ELEMENTARY SCHOOL DISTRICT NO. 25, TOWNSHIP HIGH SCHOOL DISTRICT NO. 214 AND HARPER COMMUNITY COLLEGE DISTRICT 512.

SIGNED AT _______, ILLINOIS, THIS _________ DAY OF ______________, A.D. 2017.

BY: ______________________________

TITLE: ______________________________

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID DOES HEREBY CERTIFY THAT ______________________, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _______DAY OF__________, 2017.

____
PRINT NAME

____
NOTARY PUBLIC

COMMISSION EXPIRES:______________________ (SEAL)

PUBLIC UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRICAL AND COMMUNICATIONS SERVICES, GAS, CABLE TELEVISION, STORM WATER DRAINAGE AND SANITARY SEWERS IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
AMERITECH
AND
NORTHERN ILLINOIS GAS COMPANY (NICOR)
AND
ANY CABLE COMMUNICATIONS FIRM OR COMPANY GRANTED
A CABLE COMMUNICATIONS FRANCHISE BY THE VILLAGE OF ARLINGTON HEIGHTS
AND
THE VILLAGE OF ARLINGTON HEIGHTS, GRANTEES

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE PLACEMENT, INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR, RELOCATION, REPLACEMENT AND REMOVAL OF WATERMAINS, STORM SEWERS, SANITARY SEWERS, DRAINAGE DITCHES AND SWALES, RETENTION PONDS, GAS MAINS, ELECTRICAL LINES, TELEPHONE LINES, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS, INCLUDING BUT NOT LIMITED TO TELEVISION, DATA AND RADIO SIGNALS, TOGETHER WITH ALL BRACES, GUYS, ANCHORS, MANHOLES, VALVES AND ALL OTHER EQUIPMENT AND APPURTENANCES NECESSARY IN CONNECTION UPON AND UNDER THE SUBDIVISION IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED EASEMENT, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON OR ON ADJACENT LOTS, COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSED. OBSTRUCTIONS SHALL NOT BE PLACED OVER THE GRANTEES FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTED LINES MARKED EASEMENTWITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES, EXCEPT GARDEN, SHRUBS AND LANDSCAPING MAY BE PLACED OVER ANY SUB SURFACE FACILITIES THAT DO NOT UNREASONABLY INTERFERE WITH THE SAFETY, USEFULNESS OF UNREASONABLY RESTRICT TO, OR PREVENT THE PROMPT MAINTENANCE OF REPAIR OF ANY SUCH SUB SURFACE FACILITIES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM ACOMMON AREA OR AREAS IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS AOUT LOTS, OPEN SPACE, OPEN AREA, COMMON GROUND, PARKING AND COMMON AREA. THE TERM COMMON AREA OR AREAS INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

THE GRANTING OF THE FOREGOING EASEMENT CONFERS NO OBLIGATION ON THE VILLAGE OF ARLINGTON HEIGHTS TO MAINTAIN, REPAIR, REPLACE, RELOCATE OR REMOVE ANY OF THE FOREGOING UTILITIES. THE EASEMENT PROVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED HEREWITH AS DOCUMENT NUMBER.

SPACE RESERVED FOR COUNTY CLERK'S STAMP

AREA SUMMARY

Lot 1	9,253 S.F.	0.2124 Ac.
Lot 2	8,432 S.F.	0.1936 Ac.
Lot 3	8,480 S.F.	0.1947 Ac.
Outlot 4	9,268 S.F.	0.2127 Ac.
Right-of-Way	401 S.F.	0.0092 Ac.
Total	35,834 S.F.	0.8226 Ac.

SURVEYOR NOTES:

1. The field work for this survey was completed on July 6, 2015.
2. The Horizontal coordinates and basis of bearing shown hereon are assumed.
3. The Vertical Datum referenced hereon is based on NAVD 88 (Geoid 12A) as referenced from Kara Company's RTK Network.

SPACE RESERVED FOR COUNTY RECORDER'S STAMP

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ______________________________, VILLAGE COLLECTOR OF THE VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

DATED THIS _____ DAY OF ___________________________, 20___.

____
VILLAGE COLLECTOR

STORM WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR THAT IF THE SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PROCEDURES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

BY: ______________________ DATE: ______________
ILLINOIS PROFESSIONAL ENGINEER
NO. 062-053214

BY: ______________________ DATE: ______________
OWNER

MICHAEL L. ANDERSON 062-053214 LICENSED PROFESSIONAL ENGINEER OF STATE OF ILLINOIS

EXPIRES 11-30-17

VILLAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

UNDER THE AUTHORITY PROVIDED BY 65 ILCS 5/11-12, AS AMENDED BY THE STATE LEGISLATURE OF THE STATE OF ILLINOIS AND ORDINANCE ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS, THIS PLAT WAS GIVEN APPROVAL BY THE VILLAGE OF ARLINGTON HEIGHTS AND MUST BE RECORDED WITHIN SIX MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED BY THE PLAN COMMISSION AT A MEETING HELD ______________
______________________________, A.D., 20____.

BY: ______________________
CHAIRPERSON

ATTEST: ______________________
SECRETARY

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD
______________________________, A.D., 20____.

BY: ______________________
PRESIDENT

ATTEST: ______________________
VILLAGE CLERK

APPROVED BY THE DIRECTOR OF ENGINEERING ON
______________________________, A.D., 20____.

BY: ______________________
DIRECTOR OF ENGINEERING

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, JEFFREY W. GLUNT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 265.10 FEET OF LOT 7 IN CAROLINE FIENE'S SUBDIVISION OF THE SOUTH 50 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

I DO HEREBY FURTHER CERTIFY THAT UPON COMPLETION OF CONSTRUCTION, IRON PIPES AT ALL INTERIOR LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT WILL BE SET, AS REQUIRED BY THE PLAT ACT (765 ILCS 205/0.01 ET SEQ.). I FURTHER CERTIFY THAT ALL EXTERIOR CORNERS OF THE SUBDIVISION HAVE BEEN MONUMENTED PRIOR TO RECORDATION OF THE SUBDIVISION PLAT. AND THAT CONCRETE MONUMENTS HAVE BEEN SET AS REQUIRED. THIS IS TO FURTHER CERTIFY THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, WHICH HAS AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED.

THIS IS TO FURTHER CERTIFY THAT BASED ON INFORMATION PROVIDED ON THE FLOOD INSURANCE RATE MAP COMMUNITY – PANEL NO. 17031 C0203J DATED AUGUST 19, 2008 PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COOK COUNTY, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED HEREON IS LOCATED WITHIN ZONE X, WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

SCHAUMBURG, ILLINOIS JANUARY 28, 2017

BY: ______________________________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695

STATE OF ILLINOIS JEFFREY W. GLUNT 035-3695 SCHAUMBURG, ILLINOIS PROFESSIONAL LAND SURVEYOR

EXPIRES 11-30-18

HAEGER ENGINEERING
consulting engineers • land surveyors
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Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

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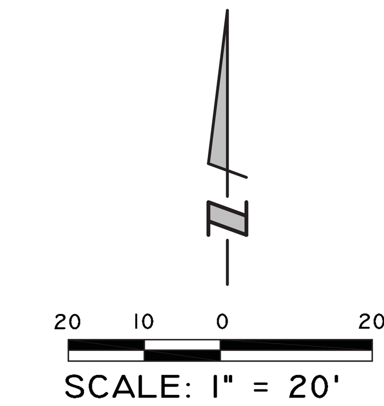
P.I.N. No. 03-31-224-001

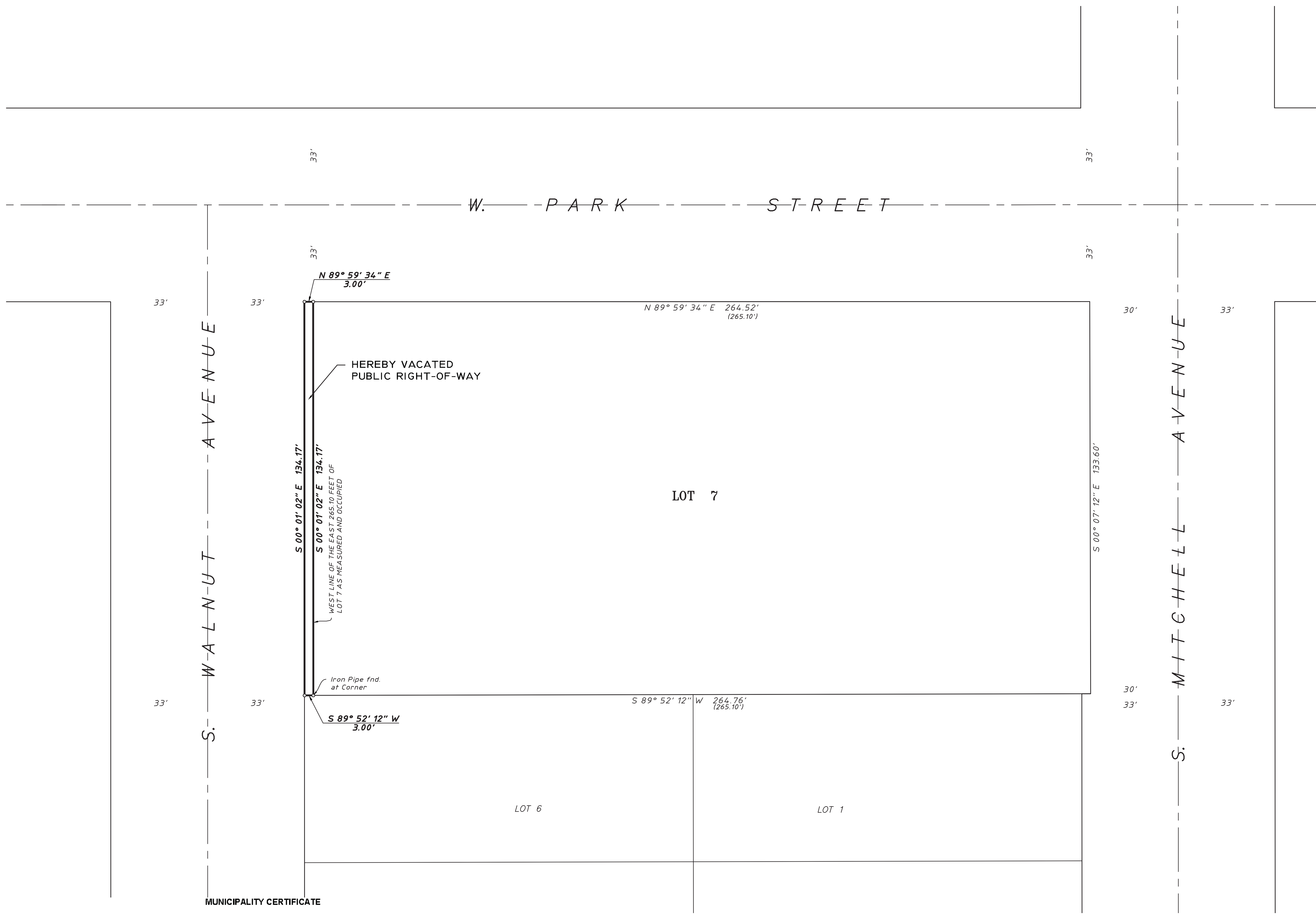
PLAT OF VACATION

OF

THE EAST 3.00 FEET OF S. WALNUT AVENUE RIGHT-OF-WAY LYING SOUTH OF THE NORTH LOT LINE OF LOT 7 IN CAROLINE FIENE'S SUBDIVISION OF THE SOUTH 50 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND NORTH OF THE SOUTH LINE OF SAID LOT 7, IN COOK COUNTY, ILLINOIS.

AREA = 305 SQ. FT.





UTILITY COMPANY'S CERTIFICATE

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

THE APPROVING AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF ALL EASEMENT RIGHTS PREVIOUSLY GRANTED IN THE RIGHT OF WAYS NOW BEING VACATED AND DESCRIBED HEREON.

ACCEPTED: ______________________ DATE: __________
AMERITECH/SBC

____
PRINTED NAME AND TITLE

ACCEPTED: ______________________ DATE: __________
COMMONWEALTH EDISON COMPANY

____
PRINTED NAME AND TITLE

ACCEPTED: ______________________ DATE: __________
NICOR GAS

____
PRINTED NAME AND TITLE

ACCEPTED: ______________________ DATE: __________
COMCAST CABLE COMPANY

____
PRINTED NAME AND TITLE

ACCEPTED: ______________________ DATE: __________
WIDE OPEN WEST, LLC

____
PRINTED NAME AND TITLE

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

APPROVED BY THE DIRECTOR OF ENGINEERING.

ON ______ DAY OF ____________, A.D. 20____.

BY: ______________________
VILAGE ENGINEER

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

APPROVED BY THE VILLAGE COLLECTOR.

ON ______ DAY OF ____________, A.D. 20____.

BY: ______________________
VILLAGE COLLECTOR

SURVEYORS NOTES:

1. NO OTHER IMPROVEMENTS SHOWN AT THIS TIME.
2. ( ) DENOTES RECORD DIMENSION.
3. BEARINGS ARE BASED UPON AN ASSUMED DATUM.

MUNICIPALITY CERTIFICATE

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

UNDER THE AUTHORITY PROVIDED BY 65 ILCS 5/11-12 AS AMENDED BY THE STATE LEGISLATURE OF THE STATE OF ILLINOIS AND ORDINANCE ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS, THIS PLAT WAS GIVEN APPROVAL BY THE VILLAGE OF ARLINGTON HEIGHTS AND MUST BE RECORDED WITHIN SIX MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD.

ON ______ DAY OF ____________, A.D. 20____.

BY: ______________________
VILLAGE PRESIDENT

ATTEST: ______________________
VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, ______________________, COUNTY CLERK OF COOK COUNTY ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE CONXOLIDATED PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ATTACHED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT, ______________, ILLINOIS, DATED THIS ______ DAY OF ____________, A.D. 20____.

BY: ______________________
COUNTY CLERK

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, JEFFREY W. GLUNT, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695 HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT REPRESENTATION OF THE HEREON CAPTIONED PROPERTY.

SCHAUMBURG, ILLINOIS FEBRUARY 28, 2017

BY: ______________________
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695

STATE OF ILLINOIS
JEFFREY W.
GLUNT
035-3695
SCHAUMBURG,
ILLINOIS
PROFESSIONAL LAND SURVEYOR

EXPIRES 11-30-18

Ordered By: Anthony Bruscato
Order No. : 15-084

HAEGER ENGINEERING
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100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

Plot Date: Feb 28, 2017 - 3:22pm Plotted By: jeff-g Layout: 15084-Plat of Vacation
File Name: C:\Users\jeff-g.HE\appdata\local\temp\AcPublish_6432\15084-PLAT OF VACATION.dwg

15-084

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Item:	BCRB - Proposed Variance Request from Chapter 23, Section 23-402 (amended 903.2); and Chapter 27, Section 27-102 (amended 903.2)
Department:	Building Services

Request

Petitioner Jason Sanderson of RWE Management requested a variance from Chapter 23, Section 23-402 (amended 903.2); and Chapter 27-102 (amended 903.2) of the Village of Arlington Heights Municipal Code requiring all new buildings and structures to be equipped with automatic sprinkler systems pertaining to the Arlington Animal Hospital at 412 W. Algonquin Road.

Recommendation

At the meeting on March 21, 2017, the Building Code Review Board made a motion recommending to the Village Board granting the request for a variance from the Village Code provided the existing construction and new addition is of Type IIB construction and that a fire alarm system is installed in accordance with NFPA 72 throughout the facility and that the fire alarm system is to be monitored off site by an UL listed central station.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
Draft Minutes of the March 21, 2017 BCRB Meeting	Minutes
Minutes of the February 27, 2017 BCRB Meeting	Minutes

DRAFT

BUILDING CODE REVIEW BOARD

MINUTES OF A MEETING BEFORE THE
VILLAGE OF ARLINGTON HEIGHTS
BUILDING CODE REVIEW BOARD

March 21, 2017

MEMBERS PRESENT:

ADMINISTRATION PRESENT:
John Carrato, Chairman
Carl Baldassarra
Richard Bondarowicz
John Scaletta (Trustee)
Scott Smith
Steve Touloumis, Director of Building Services
Charley Craig, Assistant Building Official
Don Lay, Fire Safety Supervisor
Bernie Lyons, Deputy Fire Chief
Patty LeVee, Recording Secretary

OTHERS PRESENT:
Darin Flaska DVM- Owner – Arlington Animal Hospital
Anita Kuhnle DVM- Owner – Arlington Animal Hospital
Manuel Govea, Associate for Linden Group Architects
Kyle Fread, Project Executive, RWE Management
Jason Sanderson, Construction Manager
Mark Grimm, Key Systems Fire Alarm Detection
Michael Matthys, Fleming Group Architect

SUBJECT:

Continuance of February 27, 2017 meeting seeking a variance from Chapter 23, Section 23-402 (amended 903.2); and Chapter 27, Section 27-102 (amended 903.2) of the Village of Arlington Heights Municipal Code requiring all new buildings and structures to be equipped with automatic sprinkler systems pertaining to Arlington Animal Hospital at 412 W. Algonquin Road.

There being a quorum present, Chairman Carrato called the meeting to order at 6:35pm. All stood for the Pledge of Allegiance.

APPROVAL OF MINUTES

CARL BALDASSARRA MOTIONED TO APPROVE THE MINUTES OF THE FEBRUARY 27, 2017 MEETING, SECONDED BY TRUSTEE SCALETTA, THE MOTION PASSED UNANIMOUSLY.

OLD BUSINESS

Mr. Sanderson introduced that at the last meeting there were questions regarding what was the existing fire alarm panel at the building, and noted it is actually a burglar alarm that has some smoke detectors on it. They went back and looked at what was there and decided it is not an NFPA compliant panel. Mentioning the drawings, he pointed out the separation between the remodeled area versus non-remodeled area. They tried to investigate that wall as best they could without getting destructive because that wall is drywall. They moved the ceiling tiles and looked above to see if the wall did go all the way up to the underside of the structure. It is a CMU (Concrete Masonry Unit) wall and does go all the way up to the underside of the structure.

Mr. Sanderson stated the doors were another question mentioned and currently they are not rated. They investigated the existing building to a certain level and then spoke with fire alarm contractor, Mark Grimm, to see what options they had as far as putting in a fire alarm panel. They are proposing putting in a fully addressable fire alarm system that would meet the NFPA 72. He referred to plans and noted they are expecting to get a one hour rating out of that wall being that it is CMU. They will put new doors in as part of the remodeling project, with closers on them and making sure that they give a one hour rating.

Mr. Matthys stated they have brought two options, that being (1) to put a fully addressable system, which is something that they would be really interested in doing anyway. It is something that will help protect the building and provide the Fire Department with the best information they can give them. And then the option of making that wall rated one hour wall with new doors. They would like the Board to entertain this without them doing that because the wall does have penetrations that they will have to fire stop, they have some duct penetrations which will require additional fire dampers. If that is something the Board wants to see in order to accept not doing the sprinklers, they are certainly willing to do it. As Mr. Sanderson stated, the door frames and the doors on the first floor, besides rating the door one hour, they could put a rated two hour wall. They could rate the doors without the classification that it is one hour rated wall so that all the penetrations would have to be rated as well. Those two items are on the table for the Board to tell them today if that is something that either one of those or both would allow them to obtain a variance from the sprinkler requirement.

Mr. Baldassarra asked if they were going to install detection throughout every space of the building, protect the entire square footage of this space; every room, everywhere.

Mr. Matthys agreed and mentioned the NFPA they referenced. **Mr. Baldassarra** stated that the NFPA tells how to install it, not where to install it. It needs to be clear that where you are installing is throughout, that you are doing the entire structure covered by smoke detection.

Mr. Matthys replied affirmatively, including the unremodeled areas. It is remodeled areas and new areas.

Mr. Baldassarra noted they are proposing Type IIB construction for the addition and asked if the existing structure was Type IIB. **Mr. Matthys** stated the existing structure is Type IIB and it is correct they are proposing Type IIB for the addition.

Mr. Baldassarra thought there was testimony last time that it had a wood deck, a plywood deck or was it a metal deck. **Mr. Sanderson** understood that it was metal decking that had plywood above it to nail the shingles to.

Mr. Baldassarra then asked how the fire alarm system would be monitored. **Mr. Grimm** answered, Emergency 24 Central Station.

Mr. Smith asked if the block wall did or did not go up to the ceiling. **Mr. Sanderson** replied it does. **Mr. Matthys** noted it goes to a steel beam. If they create a one hour wall, that beam would be required to be sprayed.

Mr. Baldassarra asked if the roof was rated. **Mr. Matthys** said it is not.

Trustee Scaletta asked for clarification that all 6,700 square feet will be covered under the new panel. It was acknowledged it would be. He asked what part of this was the original building when first built. **Mr. Sanderson** responded essentially everything other than the addition. This was built as a 6,100 square foot building. **Ms. Kuhnle** said they opened November 4, 1993.

Trustee Scaletta asked that if the Petitioner is stating it is a fire rated wall, we would be able to determine that based on the plans, if we have the plans. **Mr. Touloumis** said he would have to confirm if we have those plans.

Mr. Matthys stated he is not saying it is a fire rated wall; it is an 8 inch block wall. It is not classified as a rated wall. They would have to do additional work to classify it as a fire rated wall. They do have the existing drawings and can clearly state it is not a fire rated wall and as Mr. Sanderson said, the doors are not rated.

Trustee Scaletta asked staff that if at the last meeting they approved the addition as is and agreed that they did not have to put in a sprinkler system, would they have been required to put this in? **Mr. Lay** answered, no, they would not. It is not required because of the use. **Mr. Touloumis** said it is being added is an alternative not something that would have been required. It is being added to offset sprinklers not that it would have been there any way because it was needed.

Trustee Scaletta asked that if they had a sprinkler system, there would have to be a panel of some kind. **Mr. Touloumis** said, yes.

Mr. Bondarowicz asked if the wall that separates the addition from the remodeled area, is that a one hour wall? The reply was no, it is not.

Mr. Lyons thoughts were the same as at the initial meeting. With a variance it is important to the Fire Department that there is zero square footage with sprinklers, but with that comes the responsibility to use our judgment on variances. Being under 600 square feet, using non-combustible materials, it is not near any exposures, with the addition of what they are planning to do with improving detection, improving the alarm panel and possibly improving separation, they would not oppose a variance.

Mr. Carrato called for a motion to approve the variance based on their revised alternates.

MR. BALDASSARRA MOTIONED TO APPROVE THE REQUEST FOR ALTERNATES TO THE SPRINKLER SYSTEM PER OUR VILLAGE ORDINANCE SECTION 23-402 AND SECTION F903.2 OF THE FIRE CODE PROVIDED THE FOLLOWING: THAT THE EXISTING CONSTRUCTION AND NEW ADDITION IS OF TYPE IIB CONSTRUCTION AND THAT A FIRE ALARM SYSTEM IS INSTALLED IN ACCORDANCE WITH NFPA 72 THROUGHOUT THE FACILITY AND THAT THE FIRE ALARM SYSTEM BE MONITORED OFF SITE BY AN UL LISTED CENTRAL STATION.

Mr. Baldassarra went on to say he does not know how the committee feels about the wall. It is a 6,700 square foot building, breaking it in half does not seem all that important. **Mr. Lay** said he would agree that because typically you would do that for a separation and a use. This is not a separation; it is the same use on either side. You are not really accomplishing any added benefit by making that a rated wall. It is not required in the code, so this is a judgment call.

Mr. Carrato summarized, that what we are saying is you are not going to have to upgrade the door or do anything with the vent system. **Mr. Lay** said that is correct.

Mr. Baldassarra stated he did not propose that in the motion but it is something he wanted discussed. **Chairman Carrato** agreed that it is not necessary.

TRUSTEE SCALETTA SECONDED THE MOTION. THE MOTION CARRIED.

The meeting adjourned at 6:50pm.

BUILDING CODE REVIEW BOARD

MINUTES OF A MEETING BEFORE THE
VILLAGE OF ARLINGTON HEIGHTS
BUILDING CODE REVIEW BOARD

February 27, 2017

MEMBERS PRESENT:

ADMINISTRATION PRESENT:
John Carrato, Chairman
Carl Baldassarra
Richard Bondarowicz
John Scaletta (Trustee)
Steve Touloumis, Director of Building Services
Charley Craig, Assistant Building Official
Don Lay, Fire Safety Supervisor
Bernie Lyons, Deputy Fire Chief
Patty LeVee, Recording Secretary

OTHERS PRESENT:
Darin Flaska DVM- Owner – Arlington Animal Hospital
Anita Kuhnle DVM- Owner – Arlington Animal Hospital
Manuel Govea, Associate for Linden Group Architects
Kyle Fread, Project Executive, RWE Management
Jason Sanderson, Construction Manager

SUBJECT:

Petitioner, Jason Sanderson of RWE Management**,** seeking a variance from Section 23-402, [F]903.2 of Chapter 23 of the Village of Arlington Heights Municipal Code requiring all new buildings and structure to be equipped with automatic sprinkler systems pertaining to Arlington Animal Hospital at 412 W. Algonquin Road.

There being a quorum present, Chairman Carrato called the meeting to order at 7:02pm. All stood for the Pledge of Allegiance.

APPROVAL OF MINUTES

CARL BALDASSARRA MOTIONED TO APPROVE THE MINUTES OF THE JULY 25, 2016 MEETING, SECONDED BY RICHARD BONDAROWICZ, THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

Mr. Govea introduced the request for an exception/waiver of the Village amendment requiring all new buildings and structures to be equipped with a fire protection system.

Arlington Heights Animal Hospital is currently looking to improve their facility. They are looking to move their kennel area into an addition where they can better handle the animals and improve their facilities inside, which is the care side of the hospital. Currently, the addition is 664 square feet. (Under 1000 square feet). The existing building is constructed of metal stud, masonry and siding. The current water service is insufficient. They have adequate separation between their building and adjacent properties and are considering that with the size of the addition, being less than 1000 square feet, the cost to bring an upgraded service is approximately $50,000.

Mr. Fread continued, cost is about $50,000 to bring in new water service and then having to sprinkle the additional remodeled area and addition, which this code amendment triggers, because once they do that addition the code is saying they need to sprinkle that portion with any additional remodeling as well. If the addition was not there, none of this would have been triggered. The whole 664 square foot addition is triggering this, and means they need to bring in a whole new water main, which is on the other side of their existing parking lot. They would have to bore underneath the existing parking lot, in lieu of ripping that all open. They are an existing business; they do not want to shut down for this project. They would be working around that as well as trying to put all of the sprinkler system in there. Any additional remodel down the line, if they didn't want to touch the other half of the building, that would trigger a whole sprinkler system on that side as well.

Mr. Govea added that if they were not doing the addition, just remodeling, they would not be doing the sprinkler system as understood, correct? The addition is kennel space.

Mr. Lay stated that we have not made anyone retrofit a fire sprinkler for a remodel. **Chairman Carrato** added, without an addition. **Mr. Lay** responded, correct.

Trustee Scaletta asked if it matters what the scope of the remodel is. **Mr. Lay** said as far as he knows we have not and referred to Mr. Craig.

Mr. Craig responded, not that he is aware of as far as the scope of this addition and the scope of the remodeling which is what we have been basing all the decisions on. **Mr. Lay** commented to his knowledge, we have not unless he is mistaken, unless there is something that happened previously.

Trustee Scaletta asked, if somebody was to gut the place and redesign the interior that may require being sprinklered; today, as of now, based on what has come forward, that we have not.

Trustee Scaletta commented that the Board does not factor the cost as a hardship.

Chairman Carrato opened to discussion to non-combustible. **Mr. Govea** explained the current building is steel frame, metal stud with masonry wainscope and siding above the addition. They plan to construct a concrete block and then skin it in the same fashion as the existing building. The roof structure itself is also bar joist in the existing and they are looking to do steel joist rafters.

Mr. Baldassarra inquired on the total cost of the project. **Mr. Fread** responded the total cost is approximately $500,000 without this work and acknowledged it would add another 10%. It is $500,000 with the addition and renovation work.

Mr. Bondarowicz asked if the current building has a fire detection system throughout. **Mr. Lay** responded, there is a fire alarm, as far as he understands there is a fire sprinkler in the boiler room.

Mr. Bondarowicz added, but there is a fire alarm detection system within the existing. **Mr. Lay** said there is a fire alarm, he is not aware of the extent of the detection aspect, but there is a fire alarm in the building that will send a signal if it is activated.

Mr. Bondarowicz asked what would be required in the renovated area; will that have to meet the current code for all fire detection? **Mr. Lay** responded, fire detection, fire alarms, yes, they would have to bring that up to code. Regarding pull stations, he does not think that use requires it. It would be typical, like the horns and strobes, and those types would have to be current.

Mr. Bondarowicz asked if there was currently a fire panel in the existing building. Is there going to be a new panel as part of the scope that is going to need to be upgraded or put in as a result of the renovation work, regardless of the addition?

Mr. Flaska responded that they do have smoke alarms in the facility that trigger the alarm company, that then triggers the fire department. **Mr. Bondarowicz** asked if it is a commercial panel or is it a secondary system, noting that he is not as familiar with the fire detection systems.

Mr. Baldassarra asked if this is a commercial detection system with detectors in all bases of the building or is it a couple here/there. Is there a detection system? **Mr. Flaska** replied there are multiple alarms like that in the general area.

Mr. Bondarowicz asked if there is a fire detection plan that has been submitted for the renovation work. **Mr. Fread** replied, not yet, but they are planning on it. **Mr. Bondarowicz** asked you would not do this renovation if you could not do the addition, correct? What's happening is you are moving the kennel outside of the original envelope of the building. At this point in time you do not have a fire detection plan for the renovation. **Mr. Fread** answered correct, they are planning to add and extend the existing fire alarm system.

Mr. Baldassarra said, are you saying if you put the sprinklers in, you do not need to do that. **Mr. Fread** replied, no, he is saying the whole sprinkler thing triggered this. They have not pursued the rest of the paperwork for the fire detection system. With the drawings as planned, they would extend the existing system into the addition regardless of the sprinklers. It came up that the sprinkler system was an issue and therefore they wanted to get this in front of the Building Code Review Board as quickly as possible.

Mr. Bondarowicz stated, although we are not considering dollars, going back to fire detection systems, which are not inexpensive, you have $50,000 cost of sprinkling your renovation plus the addition. What kind of system is there currently and can it handle what you are doing with the renovation plus the addition? There may be a dollar figure in that also.

Mr. Fread said they are figuring on extending the detection system with this project.

Mr. Baldassarra added that they do not need to do that if they do sprinkler heads. **Mr. Bondarowicz** added that if potentially they are going to do a new fire detection system, then you are gutting all the walls, you are reconfiguring. **Mr. Govea** stated, no, it is not a complete gut. They are trying to help with costs, trying to salvage as many walls as they can, there is a mezzanine with an air handler above. They are trying to keep a lot of that structure in tack so they do not disrupt it.

Mr. Touloumis, to clarify, stated he did not know that it was true they would not need their alarm system in conjunction with their sprinkler. **Mr. Baldassarra** added you would not need detectors everywhere, but you need to have an alarm system. **Mr. Lay** added, currently you do not have to have an alarm system in this at all. He needs to have the ability to send a signal if the current sprinkler would activate. That is all he is required to have. If he upgrades, he still does not have to add any additional devices, because the sprinkler would be sufficient to send an alarm.

Trustee Scaletta asked if they had a panel. **Mr. Flaska** was not 100% sure. **Trustee Scaletta** asked, if they had investigated the ability to add additional detectors to the existing panel. **Mr. Flaska** replied that with the panel that they have they can put multiple extra slopes, heat sensors on that panel. There has been no reason for it now, but when they do the addition they will need a few more, but that panel, according to the company can handle additional smoke to heat sensors. It was checked when first put in, which was early 2015**.** **Ms. Kuhnle** mentioned the panel was upgraded then as part of the security system. **Mr. Flaska** stated that it does go to a security company; it has carbon monoxide, smoke, heat.

Chairman Carrato called on the recommendation of Building Services.

Mr. Touloumis explained that Building Services is denying the petition based on the fact the code requires sprinklers. We have a zero square foot requirement that has been part of our amended code. If this was being built as a standalone, new 600 square foot building, would we still want to not put sprinklers in when we have a zero threshold? Just because this is an addition to a building, should not make a difference, it is a significant square foot area. The rationale is that the addition triggering the requirement for the sprinklers and the remodeling is not correct in his interpretation. The code would require sprinklers to be done with alterations to existing construction.

This could lead to a discussion of what we are talking about, are we gutting it to the studs, or are we just replacing some trim work. Presuming it is a massive gut; the code would require the building to be brought to the current code. To say it is only a certain percentage opens the door to what percentage is good enough (10%, 25%, 50%), where do you draw the line? None of these are valid reasons to support not adding sprinklers as the code requires.

Mr. Baldassarra asked for the Fire Department recommendation. **Deputy Chief Lyons** stated they do not have a recommendation. They are supportive of the Building Department's efforts to keep the occupant safe, the fire fighters safe, but at the same time, if the Building Code Review Board decided to grant the variance, they would not oppose it. The reason being is there were discussions about the amendments to the code, he was here representing the Fire Department, and they said they would be flexible and reasonable to any variances that came up. This variance, because it is small, because there are not exposures close by, because it is made of non-combustible material, they would not be opposed.

Trustee Scaletta inquired on staffing at the hospital, are they on duty 24 hours a day. **Mr. Flaska** replied, no, staff arrive at 6:00am and typically leave between 7:30-8:00pm. There are times some people are there a little later in the evening. Doors open at 8:00am and close at 7:00pm. Last person leaves around 8:00pm weekdays, 4:00-5:00pm Saturdays, and Sundays around 2:00pm. He noted a lot of similar facilities in the area to not have people in their buildings overnight monitoring the animals.

Trustee Scaletta asked about smoke and heat detectors and where the call goes if those alarms were to go off. **Mr. Flaska** said there are smoke, heat and carbon monoxide detectors and the call goes to 911, Northwest Central Dispatch.

Mr. Baldassarra, referring to the site plan and application, noted the application says the building has ample separation from adjacent property structures, 60 feet to the east and 100 feet to the north. This should not be measured to the structures of your neighbors but to your property line. You neighbor can put a building right on the property line. On the site plan it looks like your building 5.2 feet to the property line, and on another drawing it says 6 inches. It is not 60 feet but more like 5 feet. That is operative measurement point for considering exposure to adjacent properties. The building next door could be anywhere on that property, it just happens to be 60 feet today; they can put an addition on too. **Mr. Flaska** noted that it is a townhouse; they do not believe that is allowed.

Mr. Baldassarra stated they measure to the property line when they look at building exposures.

Mr. Baldassarra stated he wanted to make sure it was understood that when people come to the Board and ask for changes to our Ordinance because of hardships, that normally does not include money. This appears to be simply solved by money. When people come to the Board to be relieved of a code, they normally state that instead of this I am going to do x, y, z. To come and not offer anything is something the Board does not normally deal with. There is no alternative proposed.

Mr. Sanderson expressed that during meetings what was discussed, and maybe not documented well, was doing non-combustible construction. Changing some of the construction type to be solid masonry, using steel trusses and steel framing to help increase the chance of this being a Tech 5B construction or something of that affect, would be more flammable. Time was spent talking with Don Lay about what the exposure of some of the structures nearest to them. They would try and increase the fire resistance rating of the materials and work with staff. Fully addressable systems, which they think they have, was discussed and may be required, so the response time is greater with the fire department. They are trying to avoid ripping up and trying to connect to the water main. It would disrupt their business because that water main would have to cut across the driveway which leads to the back part of their parking lot. There is an impact and they are an operating business. It is understood everything can be solved with money. It did come up in discussion that when this code was written there might be some flexibility. They thought this was a reasonable request, no disrespect by asking without giving.

Mr. Bondarowicz asked where the water main was located, is service out the rear of the property? Are you going out on Algonquin? **Mr. Sanderson** indicated on his larger plan the location of the water main and stated they do not think it would go onto Algonquin. They have not yet check anything on closing off the hydrant to be sure pressure is adequate for the system. They have not gone that far to start to develop to make sure they would need a pump in addition to the system. It was noted, Mr. Sanderson's role is Construction Manager.

Chairman Carrato (viewing plans) noted there is clearly a lot more room to the property lines than the dimensions given. **Mr. Baldassarra** stated the plat of survey appears to show 5.2 feet off the back of the building or the east side of the building. **Chairman Carrato** stated that is the existing room, the extension is nowhere near. **Mr. Bondarowicz** said he believes there is an error in dimensions. **Mr. Sanderson** agreed that on the 6 inches there is absolutely an error. The plat of survey is correct; the site plan has the error.

Mr. Bondarowicz inquired about the boarding area and if the wall separating the new boarding area and the remaining structure is a glass wall assembly. It appears to be steel doors with closures that are fire rated and looks like it is not solid wall assembly (referring to 81.1). It appears to be drawn as glass. **Mr. Govea** stated, no, they are salvaging the existing wall. The demising wall is metal stud; the exterior walls are CMU (concrete masonry unit). **Mr. Bondarowicz** stated that essentially this will be a fire rated assembly. **Mr. Govea** answered, virtually.
Chairman Carrato and Mr. Baldassarra questioned that. **Mr. Baldassarra** asked if that was a fire rated wall being built. **Mr. Sanderson** said they will put door closures on there. They can have the doors R rated. **Mr. Baldassarra** replied, metal panel

construction that is not rated. **Mr. Sanderson** replied whatever the existing exterior wall is will remain.

Mr. Baldassarra suggested that could be proposed as part of the package. **Mr. Sanderson** stated they can easily add more drywall to the inside of that to beef up the exterior wall.

Mr. Baldassarra said that he would expect to see a proposal in lieu of what is required and they would consider that.

Chairman Carrato stated that with this building type material and what is being added, it does not make a lot of sense to deny this. If the Board needs them to do some extra items, he can understand it, but he is struggling with saying they have to put a sprinkler in the whole unit because of this addition.

Mr. Baldassarra noted that once they spend money on the water main; that is the big cost, to do the rest is incremental, not to minimize it, but this is the big ticket item. On the other hand, as Mr. Touloumis mentioned, where do we draw the line next time? We are not anti-business and want businesses to prosper but we have an Ordinance. To give a waiver sets a bad precedence too. **Chairman Carrato** replied; this is our job, people come to the Board for a waiver.

Trustee Scaletta asked if there were animals overnight in this building and what the maximum amount of animals that would be in the building at any one time once remodeled. **Mr. Sanderson** answered they are currently boarding and with the boarding addition there would be 30 dogs at one time. They also have a cat boarding area with five to seven cats.

Trustee Scaletta asked how long it would take to add a water main across the driveway. **Mr. Sanderson** guessed 4-5 days, a week.

Trustee Scaletta asked the difference in cost with the non-combustible materials (steel trusses) versus adding the sprinkler system. **Mr. Sanderson** stated that because the CMU walls make sense for the use, being that they would not put drywall in the animal holding area, they are going to use CMU regardless. The upgrade to them is using the steel trusses. The steel trusses over the wood trusses are maybe a 10% increase on material cost. The trusses for a 900 square foot addition are maybe $10,000 to $12,000; it is roughly another $1,200 to $1,300 to go up to steel trusses or steel framing. They have reached out for pricing on the water main and sprinkler piping. Just on the remodeled area and addition, without the general contractor's fee, is at $46,000. It would be $31,000 for the contractor to do the water main and $15,000 for the contractor to do the sprinkler. That would not include any Village tap fees.

Mr. Baldassarra asked $15,000 to sprinkler 664 square feet? Is it the entire building? **Mr. Sanderson** responded, no, as he understood, it was the remodeled area, which is maybe from Column Line F (looking at drawing), plus the addition. **Ms. Kuhnle** added, it is approximately 3,000 square feet.

Mr. Bondarowicz asked if it is 3,000 square feet including the addition. It is the understanding that part of our code is a 3,000 square foot threshold, not for sprinkling but for potentially a commercial fire panel. **Mr. Lay** stated it is a change of occupancy in a 3,000 square foot area. **Mr. Bondarowicz** stated that fact does not apply in this situation; it is not a change of occupancy.

Trustee Scaletta said he agrees that the Petitioner has come forward with no alternative to make this better and presented examples of past hearings where alternatives were presented. He does not feel the Petitioner(s) are coming forward with making this any better other than asking for a variation. Dollars is not a hardship and you are not presenting what you propose to do, or what you think accomplishes the goal of what you are trying to achieve.

Mr. Flaska stated the code states that if there are any significant changes, you need to put in sprinklers. If there was no addition, and in the past there has been no forced sprinklers on architectural changes, more than likely they would not have to put sprinklers in this 3,000 square foot section. According to Mr. Lay and Mr. Craig, nothing has come across the Board where they forced someone to put through sprinklers in that 3,000 square foot section.

Trustee Scaletta stated that was correct, they did not go back and amortize and make everyone with an existing space put in sprinklers. They said if someone comes forward and is asking to add an addition, that they would want them to be compliant.

Mr. Sanderson said when meeting with Mr. Lay and Mr. Touloumis, they mentioned trying to make this non-combustible. They did put in steel framing where they do not have if they are sprinkling the building.

Mr. Baldassarra asked what type of construction is the existing building. It states it is 2B, which already is steel construction. **Ms. Kuhnle** stated it is all steel, even the roof is steel. **Mr. Baldassarra** asked, you would put this addition on with a wood roof otherwise. **Mr. Sanderson** replied if they are sprinkling it, he believes they can. **Mr. Baldassarra** agreed, yes, they can.

Mr. Sanderson explained that instead of submitting the drawing with wood trusses and then proposing non-combustible, they met with staff and Mr. Lay and came up with doing the addition as non-combustible. That would help their case for not needing to sprinkle. He believes they jumped a step in coming to the Board now instead of coming here and presenting their proposed solution.

Mr. Baldassarra added that if they put on a wood frame structure and do not have any fire separations, the classification of the entire building would be 5B. You need to meet the height and area for 5B. It was not clear in the application.

Trustee Scaletta stated there is some confusion with Petitioner stating he had conversation with staff and then Building Services still coming up with a recommendation of denial. Where is the disconnect? **Mr. Lay** stated the disconnect is between Mr. Touloumis and himself.

Mr. Touloumis stated he does not know if it is a disconnect as much as there is a philosophy. The Petitioner knew their position coming in, but alternatives such as are presenting, he does not know if this could make a 5B based on the area, but maybe a 5A or whatever the case may be, as opposed to coming with a 2B. **Mr. Lay** said they did discuss fire loading on the new versus a change of construction with or without a sprinkler. What would be more beneficial if you did not have a sprinkler; obviously a fire proof building. They discussed upgrading the construction type to accommodate the lack of a sprinkler. They were willing to do that and that is something they did talk about. There were several meetings and many, many discussions with them about what we can help them achieve.

Chairman Carrato went back to earlier comments, as Mr. Touloumis is saying, this is a precedent that maybe we do not want to set. He is not sure he agrees that they have not demonstrated that they are trying to do something to improve the situation in lieu of sprinkling. That is what it comes down to. He believes they have attempted to do that with the type of construction.

Trustee Scaletta asked, you are going to have different doors than what exists now which would prevent fire from spilling over to the main building? **Mr. Govea** said they can. **Mr. Sanderson** added that the doors they proposed are steel doors with closures on them. Part of doing this is because of sound, they do not want those doors left open so the noise of the barking does not travel. It so happens that a steel door with a closure on it falls under a rated door. He is not going to say that was intentional to create this fire separation because that was not necessarily the intent.

Mr. Sanderson continued that he understood from meetings that when they wrote the code, they knew there would be circumstances that could permit people to come in and ask for this. Common sense was a term that was used in their meeting. Some people might use common sense differently and view it differently. Had they understood that they could propose some different things to eliminate $45,000, they could have put fire shutter doors on there, rated doors on there, they could come up with a lot of things to separate this. If it means waiting another month to come back with that, or working with staff to establish that and working with the Fire Department and Mr. Lay, that is what we are here to do, we are here to work with you. In a typical process, they are given conditions. They were not expecting a home run, they came before the Board to have a discussion and understand. When they met with staff he asked what the options were and what can they do. There was a difference of opinion, which is part of why they are here. Fire Protection is the main concern of the Fire Department, and they felt Mr. Lay had a difference of opinion whether this was permittable.

Trustee Scaletta stated, one, he does not think this one project sets precedence for the Board. Each structure that would come before the Board is going to be unique in nature. Two, he would feel more comfortable if they provided some of the additional items that were previously mentioned. He is not comfortable making the motion trying to spell out what those conditions would be. If someone else was more comfortable with that, that is fine or they can table this for another meeting.

Mr. Bondarowicz said from the construction perspective, the items mentioned should be looked into. Going back to the fire panel confirmation, it is something to explore. Ultimately it is going to come down to staff, that the fire panel is a commercial fire panel that you would put in potentially in the lieu of sprinkler requirement, that this is a commercial panel that is monitored, that can handle not only the complete renovation work, but the addition. One simple thought is HVAC. Is the HVAC separated on the structure? Is this space heated/cooled independently of the addition. **Mr. Govea** stated it was. (Small discussion on the fire wall and two hour separation.)

Mr. Baldassarra suggested the putting a rated wall for the 660 square feet might be a waste. You have 6,700 feet; it does not make sense to worry about that. He thinks a couple of ideas as has been mentioned about upgrading the fire panel, and complete detection in every space, complete detection to cover the entire building in accordance with NFPA 72 Standard, in lieu of, a complete detection system everywhere. He suggested they could propose some separations, Column line F might be a good place to do that, it is about half the building.

Mr. Govea mentioned that currently that is a masonry wall. **Mr. Baldassarra** questioned the doors and the openings and stated the non-combustible construction is a plus.

Mr. Sanderson mentioned the NFPA panel being a fully addressable system, will verify if it is there or not. **Mr. Baldassarra** said it does not even have to be fully addressable, that is what is in the market today. Complete coverage is what they are talking about.

Mr. Baldassarra continued that if they come back, also consider, what kind of combustibles are there in this space. Do you have combustibles that he wouldn't expect? **Ms. Kuhnle** asked if you are referring to the new space, because the new space has zero, because it is fiberglass and metal, etc. **Mr. Baldassarra** asked if there are any storage areas of anything. Flammable liquids? Flammable liquid cabinets for alcohol and things? (*Background discussion on roof, inaudible)*

Mr. **Flaska** stated they are doing metal joists with fire treated plywood. **Mr. Touloumis** asked what they are putting on the roof. **Mr. Baldassarra** asked, using wood deck? **Mr. Govea** answered, fire treated. **Mr. Baldassarra** did not think it would be 2B. **Mr. Govea** said it will allow it for the roof deck. **Mr. Touloumis** said they would have to check on the combustibles for that and then look going on the roof itself. Not putting on a rated roof, correct.

Mr. Baldassarra asked what the existing roof was. **Ms. Kuhnle** replied metal. **Mr. Govea** said the deck is metal but it is asphalt shingles, but when he was roofing it he was going through metal. **Mr. Govea** noted the existing drawings show plywood over metal deck.

Trustee Scaletta said if they had enough information to table this for another meeting. **Mr. Sanderson** was satisfied.

Chairman Carrato called for a Motion to table.

TRUSTEE SCALETTA MOTIONED TO CONTINUE, SECONDED BY MR. BALDASSARA. THE MOTION CARRIED.

Meeting was adjourned at 7:56pm.

Item: MAP CBA 2017-2019

Department: Legal/Police

A new collective bargaining agreement with Metropolitan Alliance of Police, Arlington Heights Police Chapter #510 is attached for approval. This new agreement was reached after three bargaining sessions, utilizing an Interest Based Bargaining (IBB) process. This was the second time we have used the IBB process with MAP. Both sides found this process to be a significant improvement over traditional bargaining. The new agreement is for two years and eight months, with an expiration date of December 31, 2019, in order to align the contract with the Village's new fiscal year. This Agreement has been ratified by the Police Officers.

Due to the fact that this is a very mature contract, there are very few changes from the previous contract. The parties agreed to the following increases: 2.5% on May 1, 2017, 2.5% on January 1, 2018 and 2.5% on January 1, 2019. In addition, the Detectives will receive an increase in their clothing allowance as of January 1, 2018.

If any Board member has any questions at the meeting about the contract, a Closed Session should be requested for the purpose of discussing collective bargaining matters.

RECOMMENDATION

It is recommended that the Village Board approve the attached Ordinance Approving an Agreement between the Village of Arlington Heights and the Metropolitan Alliance of Police, Arlington Heights Police Chapter #510.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
MAP Agreement	Ordinance
Collective Bargaining Agreement 2017-2019	Agreement

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND THE METROPOLITAN ALLIANCE OF POLICE, ARLINGTON HEIGHTS POLICE CHAPTER #510

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

SECTION ONE: A certain agreement by and between the Village of Arlington Heights and the Metropolitan Alliance of Police, Arlington Heights Police Chapter #510 related to the conditions of employment for the years 2017 to 2019 for sworn Peace Officers of the Arlington Heights Police Department, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and the Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION THREE: 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 3rd day of April 2017.

____
Village President

ATTEST:

____
Village Clerk

MISCORD:MAP Contract 2017

AGREEMENT

Between

VILLAGE OF ARLINGTON HEIGHTS

And

METROPOLITAN ALLIANCE OF POLICE

ARLINGTON HEIGHTS POLICE CHAPTER #510

2017-2019

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AGREEMENT

This Agreement is made and entered into by and between the Village of Arlington Heights (hereinafter referred to as the "Village" or "Employer") and Metropolitan Alliance of Police Arlington Heights Police Chapter #510 (hereinafter referred to as the "Chapter").

It is the intent and purpose of this Agreement to set forth the parties' agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1 Recognition. The Village recognizes the Chapter as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, or Chapter membership. Other than Chapter membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III

DUES CHECKOFF AND CHAPTER RIGHTS

Section 1 Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's first paycheck each month the uniform, regular monthly Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a copy of which is attached as Appendix A, which may be revoked by providing 30 days written notice to the Village and the Chapter.

The actual dues amount deducted, as determined by the Chapter, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Chapter may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least 30 days' written notice of any change in the amount of the uniform dues to be deducted. The Village will forward the dues deducted to the Chapter.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter in error on account of this dues deduction provision.

Section 2 Fair Share. During the term of this Agreement, employees who are not members of the Chapter shall, commencing 60 days after their employment or 60 days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Chapter for collective bargaining and contract administration services rendered by the Chapter as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Chapter. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Chapter. The Chapter shall periodically submit to the Village a list of the employees covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The foregoing provision shall not apply to any employee employed prior to June 19, 1990, who is not a member of the Chapter, provided any such employee must pay, pursuant to the deduction provisions of this Section, either the fair share fee or an amount equal to such fair share fee to a charitable organization selected in accordance with the last paragraph of this Section. This fair share Section shall apply to employees who were members on June 26, 1990, and who thereafter become non-members.

The Chapter agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066

(1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Chapter agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Chapter with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Chapter. If the affected non-member and the Chapter are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3. Indemnification. The Chapter shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party. The Village will, upon request, provide a list of employees for whom dues and fair share fees are remitted to the Chapter.

Section 4 Chapter Use of Bulletin Boards. The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-inflammatory nature. The Chapter will limit the posting of Chapter notices to such bulletin board.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the employee Chief Representative and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations unless otherwise agreed. The employee Chief Representative may invite other Chapter bargaining unit members and/or other Village representatives to attend such meetings. The Police Chief may invite other department representatives and/or other Village representatives to attend such meetings. The party requesting the meeting may submit a written agenda of the items it wishes to discuss prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Employees scheduled to work will notify their immediate superior prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1 Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement.

Section 2 Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven business days from the date of the first occurrence of the matter giving rise to the grievance or within seven business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Division Deputy Chief within seven business days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Division Deputy Chief shall provide a written answer to the grievant within seven business days after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven business days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven business days with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Chapter within seven business days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager within seven business days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Chapter representative within ten business days of receipt of the Chapter's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Chapter within ten business days following the meeting.

Section 3 Arbitration. If the grievance is not settled in Step 4 and the Chapter wishes to appeal the grievance from Step 4 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within 21 calendar days of receipt of the Village's written answer as provided to the Chapter at Step 4:

(a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Chapter shall each have the right to reject one panel in its entirety within seven calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in a ranking process for purposes of determining which of the seven arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Within fourteen calendar days from the date the panel list is received from the FMCS the parties shall simultaneously exchange their panel lists with the arbitrators ranked numerically in the order of preference (1 for first choice, 2 for the second choice, etc.). The arbitrator whose name is on both lists and who has the lowest combined number shall be invited to serve as the arbitrator. If two or more arbitrators have the same combined number, the parties shall alternatively strike until only one name remains, with the determination of who strikes first decided by a coin toss. In the event that the arbitrator declines or is unable to serve, the parties shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven arbitrators from the FMCS and commence the selection process anew.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.

(c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4 Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven business days after the first occurrence of the event giving rise to the grievance or within seven business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

For purposes of this Agreement, a "business day" shall mean Monday through Friday, exclusive of holidays when the Village Hall is closed.

Section 6 Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

The parties may, by mutual agreement, skip steps of the grievance procedure in order to fast track a particular grievance.

The Village and the Chapter may, by mutual written agreement in a specific case, agree to an expedited arbitration process.

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 1 No Strike. Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2 No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 3 Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4 Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 5 Obligations of Chapter. In the event of a violation of Section 1 of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Chapter complies with this Section 5 hereof, the Village agrees that the Chapter shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Section 1 Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior.

Section 2 Probationary Period. All new employees hired after the effective date of this Agreement and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of 18 months, unless extended because of an employee's extended absence from work during the employee's first 18 months of employment. Provided, however, that if the Village hires a Certified Entry Candidate, as defined by the Village Board of Fire and Police Commissioners Rules, such candidate shall serve a probationary period of 12 months, unless extended because of an employee's extended absence from work during the employee's first 12 months of employment. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

Section 3 Seniority List. On or before January 1 each year, the Village will provide the Chapter with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within 14 calendar days after the Chapter's receipt of the list.

Section 4 Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute, 65 ILCS 5/10-2.1-18, as amended.

Except in an emergency, no layoff will occur without at least 14 calendar days' notification to the Chapter. The Village agrees to consult the Chapter, upon request, and afford the Chapter an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

The Village will not subcontract work normally performed by employees covered by this Agreement during the time any such employees are on layoff and eligible for recall in accordance with the provisions of this Article.

Section 5 Recall. Employees who are laid off shall be placed on a recall list for a period of three years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given 14 calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three business days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6 Termination of Seniority. Subject to any appeal right an employee may have under Article XV (Disciplinary Appeals), seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged (for just cause for an employee who has successfully completed the probationary period);

(c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);

(d) falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior to going on an approved leave of absence or employment which has been approved in advance by the Police Chief);

(e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;

(f) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three business days after receiving notice of recall or fails to return to work within two working days after the established date for the employee's return to work;

(g) is laid off for a period in excess of three years;

(h) does not perform work for the Village for a period in excess of 12 months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or

(i) is absent for two consecutive working days without notifying the Village unless there are extraordinary circumstances beyond the employee's control that prevent notification.

Section 7 Seniority Adjustments. Seniority shall be interrupted in the event an employee is placed on a disability pension exceeding 30 calendar days, granted an unpaid leave of absence exceeding 30 calendar days, or is laid off. When an employee returns from a disability pension exceeding 30 calendar days, unpaid leave of absence exceeding 30 calendar days, or a layoff, his seniority shall be his length of service up to the date of layoff, disability or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1 Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 2 Normal Workday. The normal workday shall consist of eight hours (including a one-half hour paid lunch period).

Section 3 Normal Work Period. The normal work period shall consist of eighty hours on fourteen consecutive days commencing 0001 hours Sunday (2300 hours Saturday for employees assigned to the early car).

Section 4 Normal Work Cycle. The normal work cycle shall be 28 days.

Section 5 Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least one week's advance notice of such change to all employees affected by such change. Notwithstanding the foregoing, it is recognized that the normal work day of an employee assigned as a Motorcycle Officer or to a position outside the Patrol Bureau necessarily varies depending on the needs of the Department and that from time to time it will be necessary to make changes in the employee's normal work day with very little advance notice. The Village will not alter or adjust the normal workday or work cycle solely for the purpose of avoiding overtime payments in the Patrol Bureau.

Section 6 Annual Shift Bidding Procedure. The Village is willing to continue the annual assignment of a limited number of qualified officers to permanent shifts, subject to the following:

1. Between October 1 and October 31 of each year, all non-probationary officers may submit a written bid for a permanent shift position commencing on the first shift change date in the ensuing month of February and extending through the first shift change in February ~~April~~ of the following calendar year. (E.g., in October 2017 such employees would submit bids for permanent shifts commencing with the first shift change in February 2018 through the first shift change in February 2019.) The written bids will be submitted to the immediate non-bargaining unit supervisor, and each may list a second and third choice, should the officer desire.

2. The selection of the permanent assignments per shift will be based upon both seniority and a satisfactory annual performance evaluation, i.e., an employee who has not received a

satisfactory annual performance evaluation shall be ineligible to participate in the shift bidding.

3. Each of the three shifts shall contain a minimum of six permanent assignments, staffed by volunteers. All volunteers who are assigned to permanent shifts shall be required to complete the full year — exceptions may be granted for extenuating circumstances, subject to approval by the Chief of Police. The Chief of Police may expand the permanent shift strength for individual shifts and for various lengths of time throughout the year.

4. For purposes of this Section, the first shift shall be considered the shift in which a majority of the hours fall between 11 p.m. and 8 a.m.; second shift shall be considered the shift in which a majority of hours fall between the hours of 7 a.m. and 4 p.m.; and the third shift shall be considered the shift in which a majority of hours fall between the hours of 3 p.m. and 12 a.m.

5. The method of replacement for vacant volunteer positions will be determined exclusively by the Chief of Police. In making such determinations, the Chief will give appropriate consideration to the employees who bid on the vacant shift during the most recent annual shift bidding.

6. The permanent shift bidding program will continue in accordance with the criteria set forth above as long as there exists the minimum number of voluntary applicants as set for each of the three shifts or the Chief of Police decides to continue it, even if the minimums on all or any of the shifts have not been met.

7. Officers returning to the line from specialty assignments, *e.g.*, investigations, crime prevention, administration, etc., will be assigned to a permanent shift position, as determined by the Chief of Police or his designee, until the next annual shift bid. Such officers will not bump another officer off of a shift previously bid.

8. Notwithstanding the foregoing, the Police Chief shall have the right to transfer employees who have been permanently assigned to a shift under this Section in order to meet the operational needs of the Department at any time.

<u>Section 7 Overtime Pay</u>. Employees shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of eight hours in a workday or in excess of 80 hours in a normal two

week work period. An employee's use of approved paid time off in the form of sick leave, vacation, holiday and compensatory time will be considered hours worked for purposes of overtime eligibility.

Section 8 Court Time. For any day employees are required to make a court appearance(s) outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled), such employees shall be paid time and one-half their regular straight-time hourly rate of pay for all hours they are required to be in court outside their normal shift, with a minimum of three hours' pay. Travel time shall not be counted in computing the number of hours worked.

Section 9 Call-in Pay. Employees who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid one and one-half times their straight-time hourly rate of pay for all such hours worked outside their normal shift, with a minimum of two hours' pay, unless the individual is called back to rectify an error which needs to be corrected prior to the employee's next scheduled work day, in which case the two hour minimum shall be inapplicable.

Section 10 Compensatory Time. At the option of the employee and in lieu of pay for overtime, call-in, or court time, such time may be accumulated and used as compensatory time. Compensatory time shall accrue at the rate of one and one-half hours of compensatory time for each hour of overtime, call-in, or court time and may accumulate up to a maximum of 96 comp time hours. Use of accumulated comp time shall be scheduled at the request of the employee with the approval of the Police Chief or his designee.

Section 11 Duty Trades.

Same Shift/Bureau. Employees on the same shift within the same bureau may request duty trades, as provided herein. Any two employees on the same shift in the same bureau may request unlimited duty trades with each other. An employee may only request one trade of any of his own regularly scheduled days off (RDO's) per 28 day cycle. That trade may be one, two, or three days. If the trade is for more than one day, the days must be consecutive.

Same Bureau/Different Shift. An employee may submit a duty trade request with another employee outside the employee's shift, but within the same bureau, once each 28 day work cycle under this Section. If such a trade involves multiple days, such days need not be consecutive.

Application and Approval Process. An employee shall initiate any duty trade request by submitting the request in writing to his/her Shift Supervisor not less than seven calendar days prior to the date of the trade, provided that a Supervisor may consider a request with less notice in a specific instance. Shift Supervisors shall make every effort to respond to a duty trade request as soon as practicable. All duty trade requests shall be subject to the approval/disapproval of the Shift Supervisor, provided that requests for duty trades shall not be arbitrarily and unreasonably denied. No such duty trade will create any premium pay obligations on the part of the Village. No duty trade shall be permitted if the Village determines that it would unreasonably diminish the availability of employees with specific assignments or certifications in a specific instance.

Completion. Any duty trade shall be completed within 28 days of the initial trade.

Section 12 Alternative Work Schedule for Patrol Bureau. The following alternative work schedule will apply to officers assigned to the Patrol Bureau, subject to the following conditions:

a Officers will normally be assigned to work 6 days on followed by 3 days off.

b The normal work day will be 8 hours and 30 minutes. (This will normally allow a 15 minute roll call and beat assignment relief.)

c Patrol officers will normally be assigned permanent shifts on an annual basis. To the extent practicable, the shift bidding procedure will generally follow existing guidelines for shift bidding, as set forth in Article VIII, Section 6.

d Vacation bidding will take place in accordance with the provisions of Article X, Section 4.

e So long as the alternative work schedule is maintained, an officer may not trade his/her own days off, except an officer may request one trade of one set of his own regularly scheduled days off (RDO's) per calendar quarter, which such days shall be consecutive. If an officer believes any such trade request was inappropriately denied, he may immediately appeal such decision to the Shift Commander who shall make the final decision. Duty trades between two different officers will be permitted as set forth in Article VIII Section 11.

f Two officers will be permitted on leave (vacation, holiday, comp time) per shift per day, provided that the Village may, in its sole discretion, permit more than two officers to be off from time to time.

g The work cycle for purposes of 7(k) of the FLSA shall be considered 28 days, with overtime being paid only for hours worked in excess of 8 hours 30 minutes per day or in excess of 162 hours in a 28 day cycle. (Article VIII, Sections 3 & 7 (Normal Work Period, Overtime Pay), shall be inapplicable to patrol officers covered by this Section.)

h All leave "days" equate to 8 hours per day, and shall continue to accrue at that rate, i.e., the alternative work schedule shall not increase paid leave time, including vacations. An employee using a full leave day while assigned to the alternative work schedule shall have 8 hours and 30 minutes deducted from his/her accrued leave.

i Should there be any conflict between the provisions of this Section and the remaining provisions of the 2011-2014 Collective Bargaining Agreement, the provisions of this Section shall govern, so long as the alternative work schedule is maintained.

Section 13 No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

Section 14 Canine Officer**.** In the event the Village, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix B, and incorporated herein by reference. Nothing herein shall obligate the Village to create or maintain such a program.

Section 15 Probationary Employee Eligibility. Probationary employees hired after the date this Agreement is executed will not normally be assigned to perform the following jobs on a regular basis, provided a sufficient number of non-probationary employees are available:

Crime Prevention Officer
Criminal/Juvenile Investigator
Any Narcotics Task Force
Field Training Officer
High School Police Counselor
MCAT Officer
NIPAS Officer
School Resource Officer
Too Good for Drugs Instructor
Traffic Enforcement Officer
Canine Officer

Section 16 On-Call Compensation. This provision only applies to eligible bargaining unit employees assigned on a full-time basis to the position of Investigator in the Criminal Investigation Bureau. One such bargaining unit employee assigned as an Investigator to have Adult on-call case responsibility and one such bargaining unit employee assigned as an investigator to have Juvenile on-call case responsibility shall each receive one half hour of compensatory time for each day in such status, provided, however, that the maximum number of compensatory hours an employee may earn under this Section shall be a total of seven hours per month, regardless of the number of days the employee is assigned to be in an on-call status in a given month.

ARTICLE IX

LEAVES OF ABSENCE

Section 1 Sick Leave. An employee shall be granted one day of sick leave for each full calendar month that an employee is on the active payroll, provided that sick leave credit for any employee shall not exceed 240 sick leave days at any one time. Sick leave shall be allowed only in cases when the employee is actually sick or disabled, there is illness in the employee's immediate family, or, with the approval of the Police Chief or his designee, to attend appointment with a doctor or dentist.

In the event an employee is unable to work due to illness, he must inform the on duty supervisor at least one and one-half hours prior to the start of the scheduled work day in accordance with any rules and regulations that may be in effect governing such notification.

It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, to take corrective action, including, but not limited to, such actions as discussing the matter with the employee, requiring that the employee seek medical consultation and/or instituting disciplinary action, up to and including dismissal.

An employee who receives a pension pursuant to the Police Officers' Pension Fund will receive one month's continued coverage under the Village's Comprehensive Medical Program (Article XII, Section 1) for each six days of unused sick leave that the employee has at time of retirement.

Section 2 Funeral Leave. In the event of a death in the employee's immediate family, the employee may be granted leave without loss of pay for up to three consecutive working days and, by permission of the Village Manager, two additional days. Immediate family shall be defined as an employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 3 Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages.

Section 4 Military Leave. Military leave shall be in accordance with applicable State and Federal law.

Section 5 Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence as long as there is no significant expansion of such employment.

ARTICLE X

VACATIONS

Section 1 Eligibility. Vacation allowance shall be accrued on the following schedule:

a) Upon hire - earn .833 day per month (10 work days per year)

b) After 4 years of service - earn 1.25 days per month (15 work days per year)

c) After 9 years of service – earn 1.417 days per month (17 work days per year)

d) After 14 years of service - earn 1.667 days per month (20 work days per year)

e) After 19 years of service - earn 1.834 days per month (22 work days per year)

f) After 20 years of service - earn 1.917 days per month (23 work days per year)

g) After 23 years of service - earn 2 days per month (24 work days per year)

h) After 24 years of service - earn 2.082 days per month (25 work days per year)

Section 2 Vacation Eligibility. In order to be eligible to accrue paid vacation in accordance with the above schedule, an employee must be paid for at least 150 hours during the preceding month of employment.

Section 3 Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 4 Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's length of continuous service with the Department, provided an employee has submitted his/her vacation request for the upcoming "Vacation Year" between November 15 and December 7. An employee's vacation requests for the upcoming Vacation Year should be submitted between November 15 and December 7. During the 15-day period immediately preceding the start of a new Vacation Year, the Village will attempt to resolve conflicts among vacation requests submitted between November 15 and December 7 for such vacation year on the basis of employee seniority. Employees will normally be notified of the status of such vacation requests by January 1 of the new Vacation Year. Vacation requests during the bidding process only must be bid in minimum blocks of three consecutive work days. No bids will be accepted from December 8 through December 14.

Vacation requests which are received after December 15 will be considered in the order in which received, regardless of length of service with the Department, and employees will be notified of the status of such requests as soon as possible. The annual protocol for submission of non-bid leave requests in the Patrol Bureau shall be specified by the Police Chief or his designee in accordance with the memorandum template attached hereto as Appendix C. Scheduled vacations will not be arbitrarily and unreasonably canceled by the Village.

Notwithstanding the foregoing, it is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief in order to insure the orderly performance of the services provided by the Village.

Section 5 Limitation on Accumulation of Earned Time Off for Vacation, and Holidays. Earned vacation days and holidays shall normally be taken within one year after they are earned. A maximum of 30 days (240 hours) may be carried over to the next twelve month period (*i.e.*, December 1 through the following November 30). The determination of the maximum of 30 days (240 hours) shall be made as of December 31 based on the accrued leave balance as shown in the Department's scheduling software for the period ending November 30 less any such time taken during the month of December. If the number of accumulated hours shown in the Department's scheduling software less any such time taken during the month of December is in excess of 240 hours, it shall be forfeited and not carried over to the next twelve month period year unless specifically authorized in writing on or before December 31 by the Village Manager.

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ARTICLE XI

HOLIDAYS

Section 1. Holidays. In lieu of holidays, all employees shall receive 12 days off per calendar year, said days to be scheduled with the approval of the Police Chief or his designee. An employee who is employed for less than a full calendar year shall receive holidays on a pro rata basis based on the number of holidays observed by the Village during the portion of the year that the employee is employed. If an employee who leaves the Village's employ prior to the end of the calendar year has taken more holidays than he is entitled to on a pro rata basis, an adjustment shall be made in his final paycheck.

Section 2. Holiday Pay for Employees Assigned to Patrol Division Shifts. An employee who is actually present and works his or her entire scheduled shift on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and/or New Year's Day shall earn (paid or received compensatory time at their discretion) double time for all hours worked on such holiday.

In order to be eligible for the additional half-time holiday pay described above, all or a majority of the officer's work hours must fall on the date of the holiday. (*E.g.*, an officer who begins a shift at 10:30 pm on Wednesday evening before Thanksgiving Day will be eligible for such holiday pay, but an officer who begins working at 10:30 p.m. on Thanksgiving will not be eligible for holiday pay under this paragraph.)

Section 3. Holiday Pay for Employees Called in to Work on Holidays. Any employee who is called in to work by the Department on any of the holidays listed in Section 2 above shall earn (paid or received compensatory time at their discretion) double time for all hours worked on such holiday.

ARTICLE XII

SALARIES AND OTHER COMPENSATION

Section 1 Salaries. Effective May 1, 2017, employees covered by this Agreement shall be paid on the basis of the following:

Step	Annual
1	$63,700
2	$73,674
3	$77,337
4	$81,182
5	$85,220
6	$89,518
7	$93,915
8	$98,591

Effective January 1, 2018, employees covered by this Agreement shall be paid on the basis of the following:

Step	Annual
1	$65,133
2	$75,332
3	$79,077
4	$83,009
5	$87,137
6	$91,533
7	$96,028
8	$101,055

Effective January 1, 2019, employees covered by this Agreement shall be paid on the basis of the following:

Step	Annual
1	$66,761
2	$77,215
3	$81,054
4	$85,084
5	$89,315
6	$93,821
7	$98,428
8	$103,582

Section 2 Step Increments. Advancement from the Step 1 to Step 2, from Step 2 to Step 3, from Step 3 to Step 4, from Step 4 to Step 5, and from Step 5 to Step 6 shall be at six month intervals; advancement from Step 6 or higher to the next higher step shall be at yearly intervals. To be eligible for

step advancement beyond Step 2 the employee must meet departmental standards during the prior evaluation period.

If the Village hires a law enforcement officer with prior experience in Illinois through the Certified Entry program, it may start such individual at Step 1 through 4, depending upon the Village's consideration of the individual's prior law enforcement experience. Thereafter, step advancement shall be as set forth in the prior paragraph of this Section. In addition, the length of the probationary period shall be unaffected by step placement. Likewise, seniority shall be based upon date of hire as a police officer with the Village, regardless of prior experience or step placement.

Section 3 Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

Years			
5 years but less than 10	$ 900	$ 900	$ 900
10 years but less than 15	1,000	1,000	1,000
15 years but less than 20	1,100	1,100	1,100
20 years or more	1,600	1,600	1,600

Longevity will be paid in November of each year. Employees will receive their full longevity amount based upon the number of years completed as of October 31 of the current year. Appropriate federal and state taxes will be withheld from the longevity check.

Section 4 Disability Benefits. Disability benefits will be paid in accordance with applicable State law. Notwithstanding any other provision in this Agreement, no sick leave, vacation or holidays will be accrued or earned while on disability leave for any period of time which extends beyond 12 months.

ARTICLE XIII

INSURANCE

Section 1 Comprehensive Medical Program. A comprehensive medical program (including one or more HMO alternative(s) selected by the Village) will be provided during the term of this Agreement. Effective May 1, 2008, employees shall be covered by the same medical program as other full-time, non-represented Village employees. Thereafter, the Village reserves the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar. During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the Village during the enrollment period established by the Village.

An employee who elects single coverage, i.e. employee coverage only, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for employee coverage under the Village's comprehensive medical program through semi-monthly payroll deductions. An employee who elects family coverage, i.e. coverage for the employee and his/her eligible dependents, under the Village's comprehensive medical program or an HMO shall pay ten percent of the monthly premium for family coverage under the Village's comprehensive medical program through semi-monthly payroll deductions. Effective May 1, 2015, employees who elect single or family coverage under the Village's comprehensive medical program or an HMO shall pay 12% of the monthly premium for the applicable coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions.

The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented Village employees generally.

A dental plan shall be offered during the term of this Agreement, with the Village paying the entire cost for single coverage. The employee shall have the option of obtaining dependent or family coverage by paying the applicable monthly premium through payroll deduction. The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to employees in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally.

Section 2 Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 3 Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however any employee who has a question concerning coverage may present it to the Village's Director of Human Resources and the Director of Human Resources, in turn, shall make appropriate inquiry and advise the employee of the status of the matter.

Section 4 Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 5 Life Insurance. The Village will provide during the term of this Agreement, at no cost to the employee, term life insurance in the amount of the employee's annual salary, up to a maximum of $50,000. Coverage will be computed at the next higher even thousand dollars unless the employee's salary is an even thousand amount, subject to the $50,000 cap. The Village retains the right to change insurance carriers or to self-insure this benefit so long as the amount of the coverage is maintained.

Section 6 Section 125 Plan. The Section 125 Plan which permits employees to tax shelter the amounts that they contribute toward the premium cost of the foregoing health and dental insurance shall be continued during the term of this Agreement.

Section 7 Retiree Insurance. This Section shall only be applicable to bargaining unit employees who voluntarily retire during the term of this collective bargaining agreement and receive a pension pursuant to the Policemen's Pension Fund, 40 ILCS 5/3-101 et seq. Such employees who, upon retirement, elect to maintain coverage for themselves and their eligible spouse but require no coverage for dependent children, will be allowed to take and pay for two full single insurance premiums under the Village's comprehensive medical program referred to in Section 1 of this Article until the retired employee reaches age 65 or terminates coverage, whichever comes first. The Village shall have no obligation to make premium contributions for retired employees covered by this Section, except as otherwise provided in Article IX, Section 1 (Sick Leave).

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XV

DISCIPLINARY APPEALS

Section 1 Written Warnings, Written Reprimands and Suspensions Up to 30 Days. The Chief of Police (or the Chief's designee) may issue, written warnings, written reprimands or suspend non-probationary employees for up to 30 days. Non-probationary employees will not be disciplined without just cause. Punitive disciplinary measures towards non-probationary employees will be administered in progressive steps when the misconduct exhibited is similar in nature. However, nothing in this Agreement shall preclude the use of a more stringent level of discipline if the severity of the offense warrants. The sole recourse for appealing such disciplinary action shall be for the employee who is the subject of the disciplinary action to file a grievance under Article V. Written warnings may be appealed only up through Step 2 of the grievance procedure. No written warning may be appealed through the grievance procedure without the express written approval of the Chapter. Written reprimands may be appealed only up through Step 3 of the grievance procedure. No written reprimands may be appealed through the grievance procedure without the express written approval of the Chapter. It is expressly agreed that the employee shall have no right to appeal any disciplinary action to the Village Board of Fire and Police Commissioners. In accordance with Article V, no grievance may be referred to arbitration without the express written approval of the Chapter.

Section 2 Dismissal. Should the Chief of Police (or the Chief's designee) seek the dismissal of a non-probationary employee, the Police Chief or the Chief's designee shall serve written notice of the charges and proposed dismissal upon the employee involved and file a complaint with the Village Board of Fire and Police Commissioners. Unless the employee makes a timely and irrevocable election to refer the proposed discipline to arbitration, as described herein, the employee's appeal shall be governed by the rules and regulations of the Village Board of Fire and Police Commissioners.

A) If the employee elects to file a grievance as to the proposed disciplinary action, the grievance shall be processed in accordance with Article V of this Agreement, except that it shall be filed at Step 4 of the procedure. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Police Chief or the Chief's designee with respect to the disciplinary action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. In accordance with Article V, no grievance filed under this section may be referred to arbitration without the express written approval of the Chapter. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Police Chief or the Chief's designee with respect to the disciplinary action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator.

B) Irrevocable Election of Appeal Procedure. Should an employee choose to appeal to arbitration, the employee shall notify the Village of his election in writing within ten calendar days of receiving the Police Chief's written notice of dismissal. It is agreed that the employee's option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure is mutually exclusive and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option is appealed to the grievance and arbitration procedure set forth in Article V of this Agreement. If the Board of Fire and Police Commissioners determines that there is or is not just cause for dismissal, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its rules and regulations and 65 ILCS 10-2.1-17.

Section 3 Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Chapter, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, i.e.:

A) Board of Fire and Police Commissioners option: Any appeal of a Board of Fire and Police Commissioners decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Board of Fire and Police Commissioners Act, 65 ILCS Section 1--2.1-17.

B) Arbitration option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS § 10-2.1-17, or the Rules and Regulations of the Village Board of Fire and Police Commissioners.

ARTICLE XVI

MISCELLANEOUS

Section 1 Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 2 Medical Examinations. All employees are required to undergo a medical examination every two years after reaching age 21 on odd year birth dates. Stress tests and/or a heart scan will also be administered to all such employees 35 years of age or older and those under that age where the medical examination indicates the need for a stress test and/or heart scan. In addition to the above, if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. All such examinations/tests shall be at the Village's expense.

If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may direct appropriate remedial action and/or place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days). If an employee is involuntarily placed on sick leave/medical leave, the employee may utilize the grievance procedure set forth in the agreement to grieve whether the Village acted arbitrarily in taking such action.

Section 3 Application of Agreement to Task Force and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to a Multi-Jurisdictional Task Force ("Task Force") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of the Task Force applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 4 Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 5 Employee Rights. Nothing in this Agreement shall be construed to preclude the applicability of the Uniform Peace Officers' Disciplinary Act ("UPODA") as set forth in 50 ILCS 725/1 et seq. If, during the term of this Agreement, a substantive amendment to UPODA is enacted, upon the request of either party, the parties shall meet to discuss the amendment, its impact and whether some modification to this Agreement is warranted. An alleged violation of UPODA relating to discipline that is appealed under the grievance procedure may be raised in such grievance, provided that if the discipline is appealed to the Board of Fire and Police Commissioners, then an alleged violation of the Bill of Rights shall not be subject to the grievance procedure.

At the Employee's specific request, a Chapter representative will be allowed to attend any investigatory interview which the employee reasonably believes may lead to discipline of the employee. The employee may not delay the interview by insisting on any particular Chapter representative. It is not the intent of the parties to convert such meeting into adversarial proceedings. The role of the Chapter representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The provisions of this paragraph do not apply to meetings at which discipline is simply to be administered.

Section 6 Drug and Alcohol Testing. The Village may require applicants to submit to a urinalysis test and/or other appropriate test as part of a pre-employment medical examination and may also require employees to submit to a urinalysis test and/or other appropriate test as part of the biennial medical examination or if the Village determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the Village and shall be at the Village's expense. If an employee is directed to take such a test based on reasonable suspicion, the Village shall provide the employee, upon request, with a written statement of the basis for the Village's reasonable suspicion within 48 hours of the request. There shall be no random testing. The term "other appropriate test" shall not include Breathalyzer tests conducted by the Village's Police Department.

(a) The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. For alcohol, the test shall be deemed positive if it is .02 or above. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination (subject to any appeal right an employee may have under Article XV). Issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.), may be grieved beginning at Step 3 in accordance with the grievance and arbitration procedure set forth in this Agreement and the parties agree to expedite the processing of any such grievance.

(d) Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Employee Assistance Program and no one in the Police Department shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Police Chief or designee may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance.

(e) Unless there are circumstances warranting discipline in the first instance of testing positive for alcohol, such employee shall be referred to the EAP with no discipline.

(f) The Village shall indemnify and hold harmless the Chapter, its officers and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Village under this section in connection with the drug or alcohol testing of employees.

Section 7 Quartermaster System. The Department will make available at least two vendors for purchase of approved items through the quartermaster system. Each uniformed employee shall be allotted

$600 per fiscal year. If an employee turns in a damaged/worn out vest, it will be repaired or replaced by the Village at the Village's expense and the cost will not be charged against the employee's allotment. In order to receive reimbursement, the employee must submit vouchers evidencing purchase of uniforms.

During an employee's first year of employment, the Village shall provide the employee with a complete initial issue of uniforms (excluding weapon) at no expense to the employee. After completion of the first year of service an employee shall be eligible for the above uniform allotment (pro rata if less than a full fiscal year). Example: If an employee completes his first year of service on November 1, the employee shall have a uniform allotment based on 50% of the applicable allotment for the fiscal year in question.

Effective January 1, 2018, as a pilot program, in lieu of the $600 allotment described above, each bargaining unit employee will receive a $600 uniform allowance payment, payable during the first 15 days of January. Employees are expected to maintain their uniforms in accordance with applicable Department standards at all times. At least once during the second, third and fourth quarters of 2018, the parties will meet to confirm that employees are meeting the Department standards. Should the Police Chief or his designee determine that standards are not being maintained, the Department retains the right to return to a uniform allowance for the next year. The standards for uniforms, including acceptable materials and equipment, are not subject to the grievance procedure.

Section 8 Annual Equipment Allowance. In May 2017, each bargaining unit employee will receive a $200 equipment allowance payment, payable during the first 15 days of May. Beginning in January 2018, each bargaining unit employee will receive a $300 equipment allowance payment, payable during ~~May~~ the first 15 days of January of each new calendar year. The Equipment Allowance will be paid on a pro rata basis for new hires. For those new hires with start dates between the 1st and 15th of any month, that month will count towards their pro rata share. If their start date is between the 16th and the last day of the month, that month will not count (e.g. a new officer starting on June 14, 2018 will receive seven months of the Equipment Allowance, which is $175).

Section 9 Detective Clothing Allowance. For 2017, each employee assigned as a detective shall be paid a clothing allowance of $1,000 per fiscal year (pro rata if assigned as a detective for less than a full fiscal year), one-half to be paid in May and the other half in November. Effective January 1, 2018, each employee assigned as a detective shall be paid a clothing allowance of $1,500 per fiscal year (pro rata if assigned as a detective for less than a full fiscal year), one-half to be paid in January and the other half in July.

Section 10 Access to Personnel File. Except for confidential material which, by law, an employer is not required to make available, an employee shall have the right, upon reasonable request, to review the materials in his official personnel file, provided that no document shall be marked, altered or removed. If a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents. Nothing herein shall require the Village to collate or compile any information.

Effective for events occurring after the date this Agreement is ratified by both parties, all personnel records shall be placed in an employee's personnel file within a reasonable time from the occurrence of the event to which the records relate, provided that this provision shall not be applicable to ongoing disciplinary, security or criminal investigations where a premature disclosure of the records would compromise the investigation, unless and until the employer takes adverse personnel action (excluding suspension with pay pending the completion of an investigation) based on information in such records.

Effective the day after this Agreement is ratified by both parties, if any document is placed in an employee's personnel file that is adverse to the employee, the employee shall be provided with a copy of said document. The employee shall have 20 days thereafter to submit a written rebuttal to any such document and if a timely written rebuttal is submitted it shall be attached to the document in question. With respect to documents adverse to the employee that were placed in an employee's personnel file prior to the date this Agreement is ratified by both parties, the employee shall have 30 days from the date this Agreement is ratified to request access to the file and 20 days after being provided access to such file to submit a written rebuttal.

An employee may request the removal of a written warning from their personnel file, and the Village shall grant such request, provided at least three years have elapsed from the date of such discipline, and the employee has not subsequently engaged in the same or similar misconduct. Suspensions, written reprimands and discipline relating to harassment or discrimination shall not be removed from an employee's personnel file, however.

<u>Section 11 Deferred Compensation</u>. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

<u>Section 12 Credit for Village Service in Non-Bargaining Unit Positions</u>. If a Village employee is employed by the Village full time in a non-bargaining unit position and is subsequently employed in a position covered by this Agreement without any break in the continuity of the Village service, the employee shall be credited for such prior full-time Village service in determining eligibility for the number of vacation days and the amount of longevity pay and be credited for the number of sick leave days accrued. Prior Village service in the non-bargaining unit position which is not continuous (i.e. there is a break in the employee's Village employment between the time he was employed in a non-bargaining

unit position and the time he is employed in a position covered by this Agreement) may, at the sole discretion of the Village, be credited in determining eligibility of the number of vacation days and the amount of longevity pay.

<u>Section 13 Tuition Reimbursement</u>. Employees may continue to participate in the Village's tuition reimbursement program during the term of this Agreement to the extent and on the same terms as other Village employees, provided that all courses necessary to complete an Associate Degree in law enforcement shall be reimbursed at the rate of 100% and all courses necessary to complete a B.S. degree in law enforcement shall be reimbursed at the rate of 50% of the tuition cost. All requests for reimbursement must be submitted on forms provided by the Village. All courses that are required to obtain an Associate Degree in law enforcement or a B. S. in law enforcement shall be reimbursed if the degree program in question has been pre-approved and the employee presents proof of tuition payment and receipt of the grade "C" or better for the required course or courses. Only a course which is not part of a previously approved degree program must be pre-approved before taking the course.

<u>Section 14 Light Duty</u>. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities with six months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the Village's needs require otherwise, the hours of work for an employee with a light duty assignment shall normally be their regular working hours and shift (unless the physician specifies a shorter work week).

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on medical leave.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension.

ARTICLE XVII

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XVIII

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the prompt request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XIX

DURATION AND TERM OF AGREEMENT

Termination in 2019. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 75 days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

Executed this ____ day of ________, 2017.

VILLAGE OF ARLINGTON HEIGHTS	METROPOLITAN ALLIANCE OF POLICE ARLINGTON HEIGHTS POLICE CHAPTER #510
______________________________	______________________________
President	Representative
______________________________	______________________________
Village Clerk	Representative
	______________________________
	Joseph Andalina, Pres. MAP

SIDE LETTER

General Order 1.5.1
High-Level Response to Resistance Investigations

The Department agrees that the parts of General Order 1.5.1 relating to High-Level Response to Resistance Investigations will be maintained as minimum standards through the term of this Agreement. Should the recommended minimum standards change during this time period, the Department will utilize the best practices available for the minimum standards. In particular, the following will not be changed during the term of this Agreement without first discussing proposed changes at a Labor-Management meeting:

- Officers involved in a deadly force incident will not be interviewed until experiencing a minimum of two sleep cycles. Officers may be interviewed sooner than two sleep cycles if the officer's legal counsel determines the officer could provide a complete statement.
- Officers will not discuss the deadly force incident with anyone other than their legal counsel prior to making any statements.
- Whenever an officer discharges a firearm that results in serious physical injury or death to another person within the jurisdictional limits of the Village of Arlington Heights he/she shall:
    a. Remain on the scene until the arrival of a supervisor, unless the officer requires emergency medical care
    b. Answer the "Supervisor's Public Safety Questions on Scene of a Deadly Force Incident"
    c. Not make any statements or discuss the incident with any other Department personnel, including command officers, until the officer speaks with legal counsel.
- An officer witnessing the employment of deadly force, or participating in the event, may be directed to follow these procedures by the scene supervisor, as determined by their level of involvement.
- The On-Duty Patrol Bureau Supervisor shall be immediately notified and be responsible for assigning an officer to accompany the involved officer(s) to a hospital for medical examination.
- The On-Duty Patrol Bureau Supervisor shall instruct and question the officer employing deadly force according to the "Supervisor's Public Safety Questions on Scene of a Deadly Force Incident." Unless the supervisor determines clarification of an officer's response to the public safety questions is necessary, the supervisor will not ask the officer additional questions.
- Any officer whose actions or use of force results in death or serious physical injury to another person shall be removed from line duty pending an administrative review of the incident. The Chief of Police, at his discretion, may place the officer on Administrative Leave or Temporary Administrative Duty. An officer so assigned will remain available for official department interviews regarding the application of deadly force, refrain from public discussion of the incident, and be subject to recall for duty at any time by the Chief of Police.
- Any officer using force that results in serious physical injury or death will be required to attend a minimum of three sessions of counseling with a State Licensed Mental Health Professional provided by and at the expense of the Village. Consultation with the Mental Health Professional will afford the officer the opportunity for "debriefing" and the content of any such meeting will be completely confidential. The first session will take place immediately, or as soon after the incident as practical. The remaining two sessions will take place at six month intervals after the conclusion of the initial session as the Department recognizes symptoms of post-traumatic stress may not become apparent until some time after the traumatic incident.

ARLINGTON HEIGHTS POLICE DEPARTMENT
SUPERVISOR'S ON-SCENE PUBLIC SAFETY QUESTIONS
(High Level Response to Resistance / Officer Involved Death)

Supervisor's Public Safety Questions

Officer, we are required by policy to complete a public safety statement. Due to the immediate need to take action, you do not have the right to wait for legal or union representation before answering these limited questions.

1. Are you injured?
   Click here to enter text.
2. If you know anyone who was injured, what is his or her location?
   Click here to enter text.
3. In what direction did you fire your weapon(s)?
   Click here to enter text.
4. If any suspects are at large, what are their descriptions?
   Click here to enter text.
5. What was their direction of travel?
   Click here to enter text.
6. How long ago did they flee?
   Click here to enter text.
7. For what crimes are they wanted?
   Click here to enter text.
8. With what weapons are they armed?
   Click here to enter text.
9. Does any evidence need to be preserved?
   Click here to enter text.
10. Where is it located?
    Click here to enter text.
11. Did you observe any witness(es)?
    Click here to enter text.
12. Where are they?
    Click here to enter text.

Officer, in order to preserve the integrity of your statement, I order you not to discuss this incident with anyone, including other supervisors or staff officers. You are directed to speak to your legal representative prior to making and further statements regarding this incident.

APPENDIX A

METROPOLITAN ALLIANCE OF POLICE

ARLINGTON HEIGHTS POLICE CHAPTER #510

I, ________________________________, hereby authorize my Employer, ____, to deduct from my wages the uniform amount of monthly dues set by the Chapter, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties.

Signed ______________________________

Date: ______________________________

Address _____________________________

City ________________________________

State _____________________ Zip _______

Telephone ____________________________

Please remit all dues deductions to:

Metropolitan Alliance of Police

215 Remington Blvd., Suite C

Bolingbrook, IL 60440

APPENDIX B

Canine Officer Agreement

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

Exercise Grooming
Feeding (one meal)
Training
Veterinarian routine checkups and shots
Procuring food and supplies

The officer shall be allowed four hours off per week, with pay, for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
2. Feeding (one meal on on-duty days; two meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week, in order to receive any further compensation.

______________________ Officer	______________________ Date
______________________ Chief of Police	______________________ Date

APPENDIX C

NON-BID LEAVE REQUESTS

As a reminder, non-bid leave requests will be accepted on the first day following the conclusion of the vacation bidding period in the same manner as past years. The following protocol shall apply to all sworn officers assigned to the Patrol Bureau:

- Requests for leave time while assigned to work the B-shift (0630-1500) will be accepted commencing at 0630 hours on the second Saturday in December each year.

- Requests for leave time while assigned to work the C-shift (1430-2300) will be accepted commencing at 1430 hours on the second Saturday in December each year.

- Requests for leave time while assigned to work the A-shift (2230-0700) will be accepted commencing at 2230 hours on the second Saturday in December each year.

- Numbers (1, 2, 3, etc.) will be taped to chairs in the roll call room and will be used to determine the order in which leave requests are accepted. First come, first serve. Reserving chairs with items of clothing or other means shall not be permitted. You must be sitting in the chair to hold that position.

- On-duty personnel shall not be permitted to sit in queue, but may request leave time (as manpower and call volume permits) to do so.

Item: Resolution - License Agreement - Armand's Pizza

Department: Planning/Legal

Armand's Pizza, located at 101 W. Campbell Street, has submitted an application for outdoor dining on the public sidewalk along Campbell Street and Vail Avenue.

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

Armand's is proposing to locate three four-top tables and three two-top tables along Campbell Street. In addition, they are proposing to locate six two-top tables along Vail Avenue. Consistent with the requirements for delineation of outdoor dining spaces, Armand's is proposing planters along Vail Avenue and Campbell Street to delineate their outdoor eating area.

Armand's has provided the appropriate insurance provisions.

RECOMMENDATION

It is recommended that the Village Board approve the attached Resolution Approving a License Agreement with Armand's Pizza.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	**Type**
License Agreement - Armand's Pizza	Resolution
License Agreement - Armand's Pizza	Agreement

A RESOLUTION APPROVING A
LICENSE AGREEMENT WITH
ARMAND'S PIZZA

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

SECTION ONE: That a license agreement by and between the Village of Arlington Heights and Michael Caringella, allowing Armand's Pizza to utilize the public sidewalk directly adjacent to 101 W. Campbell Street seasonally as an outdoor eating area through October 31, 2020, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute the License Agreement on behalf of the Village of Arlington Heights.

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

AYES:

NAYS:

PASSED AND APPROVED this 3rd day of April, 2017.

____
Village President

ATTEST:

____
Village Clerk

AGRRES:License Agreement-Armands 2017

LICENSE AGREEMENT

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

WHEREAS, the Village is the owner of right-of-way on Campbell Street and Vail Avenue ("Site") located directly adjacent to 101 W. Campbell Street in the Village of Arlington Heights; and

WHEREAS, Licensee is the owner of Armand's Pizza, a restaurant located at 101 W. Campbell Street, in the Village of Arlington Heights; and

WHEREAS, the Licensee's restaurant is located directly adjacent to the Site; and

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

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

1. The Village grants the Licensee a license to use the Site for an outdoor eating area, as set forth on Exhibit A, which is attached and made a part of this Agreement. The Licensee understands and agrees that the Site is on public-right-of-way and, as such, may be utilized by individuals not utilizing the Licensee's facility.

2. Recognizing that the use of the Site is seasonal, the term of this Agreement shall be for the period commencing on the date set forth above and terminating October 31, 2020, with the understanding that in each year of this Agreement the outdoor eating area shall not begin until April 1 of that year. While this is a three year agreement, the ability to have an outdoor eating area in each of the years is dependent upon Licensee's receipt of an annual permit from the Village and providing valid proof of insurance.

Each year, as part of the permit review process, the Village, in its sole discretion, will determine upon receipt and review of appropriate documentation and prior history whether a subsequent permit will be granted. If the Village determines that a permit will not be granted for another year, it will notify the Licensee in writing of the termination of this License Agreement.

3. The Licensee will obtain any required permits and licenses and pay all required fees.

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

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

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

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

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

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

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

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

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

Commercial General Liability:	
Bodily Injury and Property Damage Combined	$1,000,000 per occurrence $2,000,000 aggregate
Personal Injury Liability	BFGL aggregate
Worker's Compensation	Statutory ($100,000)
Employer's Liability	$500,000
Umbrella Excess Liability:	
Special coverage shall be $1,000,000 over primary insurance	

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

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

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

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

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

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

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

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

Village of Arlington Heights Village Manager 33 S. Arlington Heights Road Arlington Heights, IL 60005	Armand's Pizza Michael Caringella 101 W. Campbell Arlington Heights, IL 60005

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this 14 day of March, 2017.

Michael Caringella	Village of Arlington Heights
[signature]	______________________
3/14/2017	______________________
Title	Title
Owner	______________________
Date	Date
Attest: [signature]	Attest: ______________________

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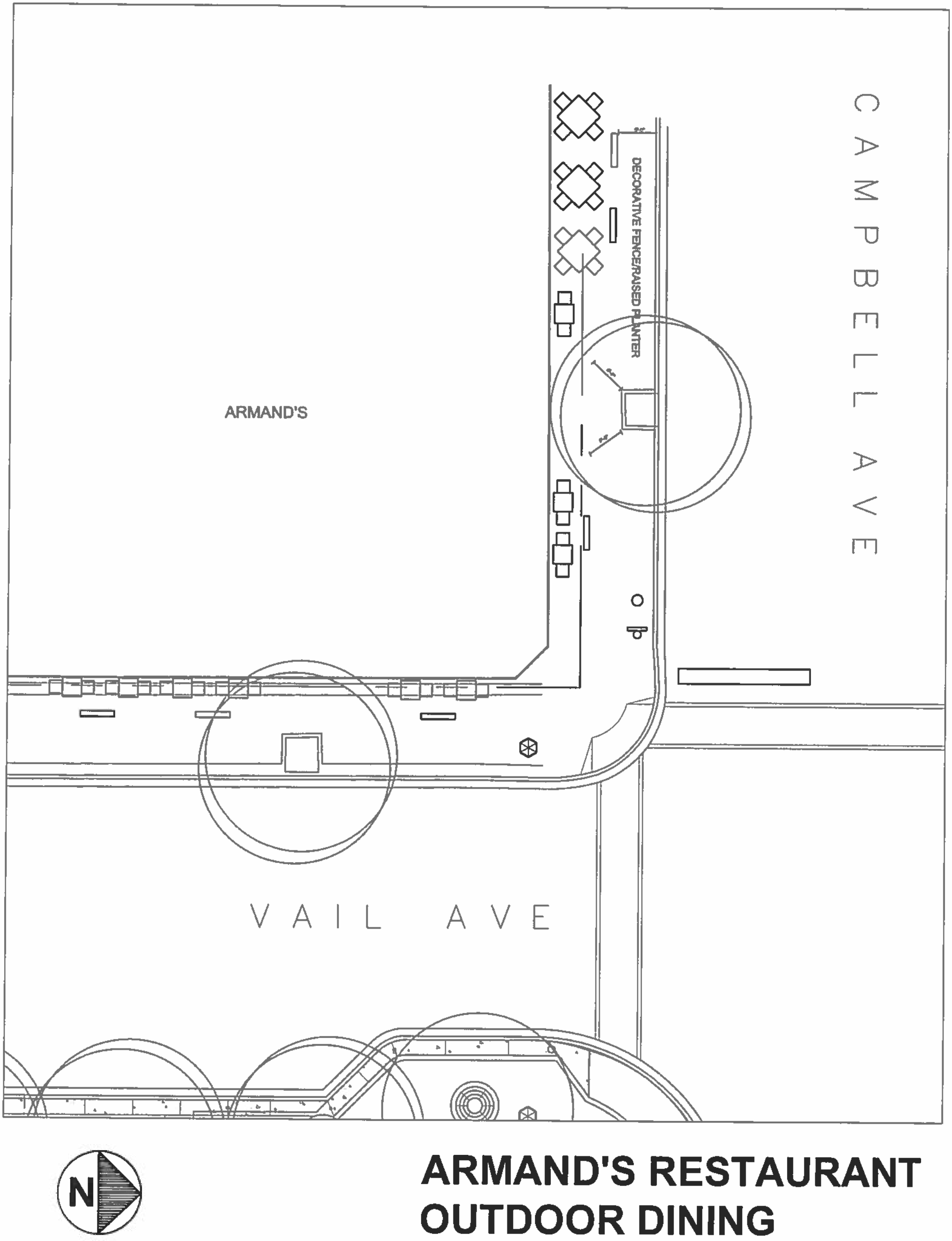

ARMAND'S RESTAURANT OUTDOOR DINING

Item: Sale of Village Property: Golf & Arlington Heights Road Opening of Sealed Bids

Department: Planning & Community Development

The Village issued a Request for Proposals/Sealed Bids in February 2017 to obtain proposals to develop Village-owned property at the northeast corner of Golf Road and Arlington Heights Road in TIF District 4. Proposals are due no later than March 31, 2017.

State law mandates that the Village, when selling property, must advertise the sale of the property and the date of the bid openings. The bids received must be opened and read aloud by the Village Clerk. No formal action is ready to be taken at this time.

Staff will evaluate the bids in conjunction with the site development proposals as outlined in the Request for Proposal. At a subsequent Village Board meeting, Staff will make a recommendation to the Board.

Bid Section

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