



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
March 18, 2024
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

- A. Joint Meeting -Village Board and Arlington Heights Park District
02/24/2024
- B. Committee of the Whole 03/04/2024
- C. Village Board 03/04/2024

V. APPROVAL OF ACCOUNTS PAYABLE

- A. Warrant Register 03/15/2024

VI. RECOGNITIONS AND PRESENTATIONS

- A. Update on Discussions with Chicago Bears Football Club

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 March 18, 2024

Interview of Gretchen Grassl for appointment to the Arts

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. Pavement Rejuvenation (Reclamite) 2024 - Contract Award
- B. Hydrant Painting Services 2024 - Contract Award
- C. Asphalt Spray Patching - Contract Extension 2024
- D. Pickup Truck Vehicle Purchase for Public Works - Fleet Services
- E. Rockwell, Beverly, Ridge Project - Change Order #1 Water Main Relocation

CONSENT LEGAL

- A. Ordinance - Opal Massage Therapy - 825 E. Golf Rd, Suite 1530
- B. Ordinance Amending Chapters 8 and 19 re: hours for collection of solid waste
- C. Resolution - Illinois Law Enforcement Training and Standards Board (ILETSB) Recruitment and Retention Grant

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- A. Ford Auxiliary Parking Lot - 580 W. University Dr. - PC#23-016
Amendment to Land Use Variation 01-057 for Non-Passenger
Vehicle Parking

XIII. LEGAL

- A. Resolution - Agreement – MAP CBA (2023-2025)

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

A. Closed session

Request for Closed Session per 5 ILCS 120/2(c)(21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

-and-

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

XVII. ADJOURNMENT

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



**Village Board
3/18/2024**

Item: Joint Meeting - Village Board and Arlington Height Park District
02/24/2024

Department: Village Manager's Office

Joint Meeting - Village Board and Arlington Heights Park District 02/24/2024

ATTACHMENTS:

Description	Type
Joint Meeting - AHPD and Village Board 2/24/24 minutes	Minutes

**JOINT VILLAGE-PARK DISTRICT MEETING
MINUTES OF THE MEETING OF THE MAYOR AND THE BOARD OF
TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS AND THE
ARLINGTON HEIGHTS PARK BOARD OF COMMISSIONERS**

**ARLINGTON LAKES GOLF COURSE
SATURDAY, FEBRUARY 24, 2024 8:30 A.M.**

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

BOARD MEMBERS ABSENT: Trustees Schwingbeck and Bertucci

STAFF MEMBERS PRESENT: Randy Recklaus, Village Manager

OTHERS PRESENT: Arlington Heights Park District President Maryfran Leno, and Commissioners Tim Gelinas, Brian Owen and John Supplitt. Park District Staff: Carrie Fullerton, Amy Lewandowski, John Kramer and Kathy Lydon

Arlen Gould

SUBJECTS:

Citizens to be Heard

Village Items of Interest to Share

Park District Items of Interest to Share

Other Topics for Discussion

Adjournment

President Leno welcomed everyone to the meeting and thanked the Village for their continued support of the Park District.

Mayor Hayes thanked the Park District for all they do for the community, and congratulated Executive Director Fullerton on receiving the Lifetime Achievement award.

Citizens to be Heard

Arlen Gould thanked both boards for all they do for the Arlington Heights community. He said on behalf of School District 21, they appreciate the great collaborative relationships among them.

Village Topics of Interest

Village Manager Recklaus shared a list of Strategic Priorities that the Village has established for 2024-25. He stated this list is used to develop a business plan for the next two years. The highest priority item is to continue working on a redevelopment plan for the former Arlington Racetrack site. Village Manager Recklaus then reviewed the other items of the Village's strategic priorities for the next two-year cycle.

Village Manager Recklaus gave an update on the progress of the Chicago Bears' purchase of the former Arlington Racetrack property, and where things are as far as the Bears organization making a decision whether or not to move forward with the development of that property. He answered questions related to the property taxes associated with this property.

Village Manager Recklaus gave an update on the joint stormwater efforts for Forrest Avenue and Klehm Park. He also shared results of the new biannual community survey.

Village Manager Recklaus outlined the new concept for the Sounds of Summer Concerts in response to community feedback to spread concerts over a longer period of the summer. He concluded his presentation by sharing information on the newly named Community Connections Group.

Park District Topics of Interest

Executive Director Fullerton introduced John Kramer as the new Director of Parks and Planning before sharing that the District was awarded a PARC grant for \$2.8 million dollars that will be used for enhancements at Recreation Park, as well as converting the WPA building back into a bathhouse. A second \$600,000 grant was just awarded to the District which will go towards phase two of the Rec Park project. Executive Director Fullerton shared drawings of the proposed enhancements to the park which include a large deck off the back of the building overlooking the swimming pool. Trustee Tinaglia said there are ADA codes stating upper mezzanine levels over 1,000 square feet have to be ADA accessible.

Executive Director Fullerton shared that the District received several awards including the GFOA Outstanding Budget and Audit, being named the Daily Herald Reader's Choice Best Park District, IPRA's Exceptional Workplace award, and CAP

won the IAPD Partnership award. She also shared that Director Lewandowski was named the 2023 IPRA Communication & Marketing Rising Star.

Executive Director Fullerton outlined capital projects that have been completed and shared that the Park District turns 100 in 2025. A committee of staff was formed and are planning year-long initiatives to celebrate.

The District has a new program called Plan to Play Every Day which is a mobile playground program that will travel to various sites throughout the summer offering games and activities. Another new event is Adult Movies in the Park at Arlington Lakes.

Public Comment for Agenda Items

Trustee Tinaglia inquired about pickleball at Rec Park. Executive Director Fullerton responded that there will not be pickleball courts at that location.

Trustee LaBedz asked, as a resident of Fremont, if it was possible to encourage patrons through social media to park in parking lot S for programming and events.

Arlen Gould shared that SD21 is in the process of redoing all school playgrounds to make them ADA accessible. They are also redoing the learning media centers, and replacing all building's lighting and flooring as a result of the referendum that passed six years ago.

Mr. Gould also shared that SD21 will be opening the second health clinic in a public school in the state of Illinois in May. This is a collaborative effort of the school district and Advocate, who will be running it. It will start as a clinic for students, parents and teachers but will eventually be opened up to the community. This was made possible with two million dollars in grants that was received.

Adjournment

Park Board President Leno called for the meeting to adjourn at 9:36 am.

All voted in favor and meeting adjourned.



Village Board
3/18/2024

Item: Committee of the Whole 03/04/2024

Department: Village Manager's Office

Committee of the Whole 03/04/2024

ATTACHMENTS:

Description	Type
COW minutes 03/04/2024	Minutes

**MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE
PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ARLINGTON HEIGHTS
March 4, 2024**

President Hayes called the meeting to order at 7:16 PM.

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

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Village Manager Randy Recklaus; Assistant Village Manager Diana Mikula

OTHERS PRESENT: Peter Dalamangas

A. Consideration of recommending to the Liquor Commissioner the issuance of a Class AA liquor license to Nostimo LLC dba Nostimo Greek Kitchen located at 286 W. Rand Road.

The Mayor swore in Peter Dalamangas, owner of Nostimo Greek Kitchen.

Ms. Mikula gave the staff report. Police completed a background check on Peter Dalamangas in February. No issues were noted and he has not had any liquor violations. There had been a liquor violation at the address by the previous owner. Mr. Dalamangas owns several restaurants, seven which hold liquor licenses and none of the establishments have liquor violations.

A walk through was conducted on February 28, 2024 and the number of seats on the submitted floor plan matched what was seen at the establishment.

Upon a satisfactory interview tonight, Ms. Mikula stated, it would be appropriate to issue a Class AA liquor license to Notstimo LLC dba Nostimo Greek Kitchen located at 286 W. Rand Road.

Mayor Hayes asked about the other establishments and how much time Mr. Dalamangas spends at each. He stated he goes to each of them every day however, the gaming cafes he visits twice a week. Mayor Hayes inquired about liquor violations at the other locations. Mr. Dalamangas stated that there have been incidents at these establishments such as DUI in parking lot etc. Discussion ensued and it was determined there has been no liquor violations from the establishment and no incidents of serving to a minor.

Trustees thanked Mr. Dalamangas for coming to Arlington Heights. The Mayor asked the type of patrons that the restaurant is geared towards. Mr. Dalamangas stated he is focusing on families, fast casual. There is no bar in the restaurant. There has already been interest in baby showers and parties so that is why he chose an AA liquor license to meet the needs of all patrons. The establishment will only be open until 11:00 pm.

Training has begun for the 15-20 employees. Any managers or those selling and serving the liquor will be or already are Bassett certified. Discussion ensued on the location of the restaurant and issues in the past. Mr. Dalamaganas stated he has freshened the restaurant with a light décor, removed the bar and televisions. The chef of Nostimos is importing many of his ingredients directly from Greece for a high quality fast serve establishment.

Trustee Bertucci moved, seconded by Trustee Grasse to recommend that the Village Board of Trustees recommend to the Liquor Commissioner the issuance of a Class AA liquor license to Nostimo LLC dba Notimo Greek Kitchen located at 286 W. Rand Road.

The following voice vote was recorded:

9 Ayes

0 Nays

The motion passed.

B. Other Business - none

C. Public Comments - none

D. ADJOURNMENT – Trustee Baldino moved, seconded by Trustee LaBedz to adjourn.
The meeting adjourned at 7:36 pm.



**Village Board
3/18/2024**

Item: Village Board 03/04/2024

Department: Village Clerk

ATTACHMENTS:

Description	Type
Village Board 03/04/2024	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 4, 2024

7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

- A. Presentation of the Colors by Girl Scout Troop
45105 of Thomas Middle School.

III. ROLL CALL OF MEMBERS

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

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

IV. APPROVAL OF MINUTES

- A. Committee of the Whole 02/12/2024 Approved

Trustee Nicolle Grasse moved to approve. Trustee Tom Schwingbeck
Seconded the Motion.

The Motion: Passed

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

- B. Village Board 02/20/2024 Approved

Trustee Nicolle Grasse moved to approve. Trustee Wendy Dunnington
Seconded the Motion.

The Motion: Passed

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

Abstain: Baldino, Schwingbeck, Shirley

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 02/28/2024

Approved

Trustee James Bertucci moved to approve in the amount of \$1,563,861.67.

Trustee Richard Baldino Seconded the Motion.

The Motion: Passed

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

VI. RECOGNITIONS AND PRESENTATIONS

President Hayes recognized the passing of Tem Williams, one of the Village's Senior Citizen's Commission members. She was involved in many local activities and was an advocate for the warm water therapy pool at the Arlington Recreation Center. He expressed condolences to Ms. Williams' family and appreciation for her service.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

A. Report of the Committee of the Whole Meeting Approved
of March 4, 2024

Consideration of recommending to the Liquor
Commissioner the issuance of a Class AA liquor
license to Nostimo LLC dba Nostimo Greek
Kitchen located at 286 W. Rand Road.

Trustee James Bertucci moved to recommend to the Liquor Commissioner for issuance. Trustee Nicolle Grasse Seconded the Motion.

The Motion: Passed

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

X. CONSENT AGENDA

CONSENT APPROVAL OF BIDS

Trustee Richard Baldino moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion:

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

- | | | |
|----|--|----------|
| A. | Custodial Services for Municipal Buildings - Contract Extension 2024 | Approved |
| B. | Watermain Replacement Program 2024 | Approved |
| C. | Pavement Crack Sealing and Mastic Program 2024 - Contract Award | Approved |
| D. | 2024 Budget Encumbrance and 2024 Budget Amendment Ordinance | Approved |

CONSENT LEGAL

- | | | |
|----|---|----------|
| A. | Resolution - Approving the release of certain written minutes of certain Closed Meetings of the Village Board of Trustees | Approved |
|----|---|----------|

Trustee Richard Baldino moved to approve R2024-02. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

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

- | | | |
|----|--|----------|
| B. | Resolution approving agreements with School District 25 concerning public safety video surveillance systems. | Approved |
|----|--|----------|

Trustee Richard Baldino moved to approve R2024-03/A2024-08. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Dunnington, Grasse, Hayes, LaBedz,

Schwingbeck, Shirley, Tinaglia

- C. Ordinance - Code Amendment-Chapter 13- Alcohol Liquor Dealers (increase Class AA liquor license) Approved

Trustee Richard Baldino moved to approve 2024-12. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

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

CONSENT REPORT OF THE VILLAGE MANAGER

CONSENT APPOINTMENTS

- A. Appointment of Chairperson to the Environmental Commission Approved

Trustee Richard Baldino moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

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

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

- A. Opal Massage Therapy - 825 E. Golf Rd, Suite 1530 - PC#23-019 Land Use Variation for Massage Therapy Establishment Approved

Gabriella Perez is a licensed massage therapist and has been practicing since 2017. Her background is in medical, therapeutic and pregnancy massage. Samuel Olvera, the business manager, graduated from UIC in accounting and marketing. Opal was founded in 2019 in Mt. Prospect. They are looking to grow their business and relocate to the Village. They have

been very active in the Mt. Prospect community. All massage therapists on their staff will have a State license, hold malpractice insurance and stay current with continuing education which includes: ethics, sexual harassment prevention, domestic violence and sexual assault awareness. They shared pictures of what the spa will look like.

Mr. Perkins said the building in which they hope to open has a high vacancy rate. There is not a parking concern. Mt. Prospect said there are no areas of concern with their current operations. The Plan Commission and Staff recommend approval with the condition that the use is for this owner and business only.

President Hayes asked if the photos are of their current location. Ms. Perez said they are from a vision board and reflect what she is hoping to do in the AH location. The new location will give her more space to expand, and she would like to hire more staff to grow the business. President Hayes said he looks forward to their partnership in the community.

Trustee Tinaglia agreed saying every business that gets involved in some way, helps them grow.

Trustee Schwingbeck clarified that they are moving from Mt. Prospect, not adding a new location. Ms. Perez hopes to make it a spa like experience. Trustee Schwingbeck said it looks like a hard location to advertise, as the area is one of medical suites. Ms. Perez said she has a large database; she hopes her current clients follow her and she will be using social media. Being involved in the community has really helped and she plans to be involved. Trustee Schwingbeck recommended getting involved in the Chamber of Commerce.

Trustee Bertucci inquired about Ms. Perez's experience in hiring and managing employees. Mr. Perez said she currently has one part time employee. She has hired massage therapists previously as she used to work for a health center and hired therapists in that role. She plans to conduct a traditional interview and then a practical assessment. Trustee Bertucci said to be careful with the hiring, a spa owner must ensure the quality of the hires. She said they will do a background check on every hire.

Trustee Wendy Dunnington moved to approve a Land Use Variation to allow a massage establishment in the O-T District for Opal Massage, 825 E. Golf Rd. Ste 1530, on the conditions: 1. All massage therapists must be licensed by the Illinois Department of Professional Regulation 2. The Variation is limited to the petitioners and cannot be transferred or assigned to another user and 3. Compliance with all Federal State and Village Codes, regulations and policies. Trustee Tom Schwingbeck Seconded the Motion.

The Motion: Passed

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

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

Trustee Grasse encouraged residents to vote during Early Voting March 4-18 or on Election Day, March 19.

XVII. ADJOURNMENT

Trustee Richard Baldino moved to adjourn at 8:03 p.m. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

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



Village Board
3/18/2024

Item: Warrant Register 03/15/2024

Department: Village Clerk

ATTACHMENTS:

Description

Warrant Register 03/15/2024

Type

Warrant Register



**VILLAGE OF ARLINGTON
HEIGHTS
WARRANT REGISTER FOR
CHECK DATE: 3/15/2024**

Fund	Fund Description	Total Transaction Amount
101	GENERAL FUND	\$176,976.88
227	FOREIGN FIRE INS TAX FUND	\$1,216.20
231	CRIMINAL INVESTIGATION FD	\$47,800.97
235	MUNICIPAL PARKG OPR FUND	\$16,676.35
263	TIF IV	\$7,868.57
267	SOUTH ARL HTS RD TIF	\$16,140.69
401	CAPITAL PROJECTS FUND	\$39,169.06
426	STORM WATER CONTROL FUND	\$8,445.00
505	WATER AND SEWER FUND	\$408,753.06
506	LEAD SERVICE LINE REPL FUND	\$60,898.40
511	SOLID WASTE FUND SWANCC	\$149,945.57
515	ARTS ENTERT & EVENTS FUND	\$19,174.66
605	HEALTH INSURANCE FUND	\$454,200.43
611	GENERAL LIABILITY INS FND	\$18,685.08
615	WORKERS COMPENSATION INS	\$30,716.65
621	FLEET OPERATIONS FUND	\$88,630.94
625	TECHNOLOGY FUND	\$41,614.51
715	GUARANTY DEPOSITS FUND	\$18,200.00

TOTAL ALL FUNDS **\$1,605,113.02**

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 3/15/2024

Department 0000

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
NON DEPARTMENTAL					
305943	231-0000-350531-	ILLINOIS I&L LL, LLC	RENT	\$45,746.67	\$45,746.67
305969	101-0000-140500-	MURNANE PAPER CO	OFFICE SUPPLIES	\$444.00	\$444.00
305981	715-0000-220930-	ICON BUILDING GROUP	BOND REFUND REC-001430-2024	\$400.00	\$400.00
305982	715-0000-220930-	A GARDEN GUY INC	BOND REFUND REC-001489-2024	\$200.00	\$200.00
305983	715-0000-220930-	BERNICE ROBERTSON	BOND REFUND REC-001471-2024	\$200.00	\$200.00
305984	715-0000-220930-	CHRIS DEITSCHEL	BOND REFUND REC-001424-2024	\$200.00	\$200.00
305985	715-0000-220930-	D & B LANDSCAPING	BOND REFUND REC-000728-2024	\$200.00	\$200.00
305986	715-0000-220930-	DUBOIS PAVING CO	BOND REFUND REC-001473-2024	\$200.00	\$200.00
305987	715-0000-220930-	DUBOIS PAVING CO	BOND REFUND REC-001474-2024	\$200.00	\$200.00
305988	715-0000-220930-	DUBOIS PAVING CO	BOND REFUND REC-001475-2024	\$200.00	\$200.00
305989	715-0000-220930-	EC EXCAVAING INC	BOND REFUND REC-001469-2024	\$200.00	\$200.00
305990	715-0000-220930-	EDUARDO STAMPED CONCRETE & DESIGN	BOND REFUND REC-001459-2024	\$200.00	\$200.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 3/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
305991	715-0000-220930-	ENVY HOME SERVICES	BOND REFUND REC-001487-2024	\$200.00	\$200.00
305992	715-0000-220930-	F & C DEMO AND CONSTRUCTION	BOND REFUND REC-001512-2024	\$200.00	\$200.00
305993	715-0000-220930-	FAIRFIELD HOMES	BOND REFUND REC-001436-2024	\$600.00	\$600.00
305994	715-0000-220930-	FAIRFIELD HOMES, INC	BOND REFUND REC-001460-2024	\$200.00	\$1200.00
305994	715-0000-220930-	FAIRFIELD HOMES, INC	BOND REFUND REC-001460-2024	\$1000.00	
305995	715-0000-220930-	FORTIS GROUND WERKS	BOND REFUND REC-001482-2024	\$200.00	\$200.00
305996	715-0000-220930-	FORTIS GROUND WERKS	BOND REFUND REC-001488-2024	\$200.00	\$200.00
305997	715-0000-220930-	FORTIS GROUND WERKS	BOND REFUND REC-001509-2024	\$200.00	\$200.00
305998	715-0000-220930-	HYNEK SEDLACEK	BOND REFUND REC-001454-2024	\$200.00	\$200.00
305999	715-0000-220930-	ICON BUILDING GROUP	BOND REFUND REC-001429-2024	\$500.00	\$500.00
306000	715-0000-220930-	J & J PAVEMENT REPAIRS	BOND REFUND REC-001203-2024	\$200.00	\$200.00
306001	715-0000-220930-	J & J PAVEMENT REPAIRS	BOND REFUND REC-001205-2024	\$200.00	\$200.00
306002	715-0000-220930-	J & J PAVEMENT REPAIRS	BOND REFUND REC-001179-2024	\$200.00	\$200.00
					\$200.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 3/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306003	715-0000-220930-	J & J PAVEMENT REPAIRS	BOND REFUND REC-001180-2024	\$200.00	
					\$200.00
306004	715-0000-220930-	J & J PAVEMENT REPAIRS	BOND REFUND REC-001200-2024	\$200.00	
					\$200.00
306005	715-0000-220930-	J & J PAVEMENT REPAIRS	BOND REFUND REC-001201-2024	\$200.00	
					\$200.00
306006	715-0000-220930-	J & J PAVEMENT REPAIRS	BOND REFUND REC-001202-2024	\$200.00	
					\$200.00
306007	715-0000-220930-	J & J PAVEMENT REPAIRS, INC	BOND REFUND REC-001456-2024	\$200.00	
					\$200.00
306008	715-0000-220930-	J & J PAVEMENT REPAIRS, INC.	BOND REFUND REC-000810-2024	\$200.00	
					\$200.00
306009	715-0000-220930-	JOHN BIELIK	BOND REFUND REC-001518-2024	\$200.00	
					\$200.00
306010	715-0000-220930-	JOHN JENSEN	BOND REFUND REC-001348-2024	\$200.00	
					\$400.00
306011	715-0000-220930-	JRC DESIGN BUILD	BOND REFUND REC-001433-2024	\$400.00	
					\$1400.00
306012	715-0000-220930-	JRC DESIGN BUILD	BOND REFUND REC-001453-2024	\$400.00	
306012	715-0000-220930-	JRC DESIGN BUILD	BOND REFUND REC-001453-2024	\$1000.00	
					\$200.00
306013	715-0000-220930-	JRC DESIGN BUILD	BOND REFUND REC-001468-2024	\$200.00	
					\$200.00
306014	715-0000-220930-	JRC DESIGN BUILD	BOND REFUND REC-001510-2024	\$200.00	
					\$200.00
306015	715-0000-220930-	JULIE SCHAAB	BOND REFUND REC-001455-2024	\$200.00	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 3/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306016	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001479-2024	\$200.00	\$200.00
306017	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001412-2024	\$200.00	\$200.00
306018	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001178-2024	\$200.00	\$200.00
306019	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001352-2024	\$200.00	\$200.00
306020	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001356-2024	\$200.00	\$200.00
306021	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001357-2024	\$200.00	\$200.00
306022	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001365-2024	\$200.00	\$200.00
306023	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001367-2024	\$200.00	\$200.00
306024	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001368-2024	\$200.00	\$200.00
306025	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC-001490-2024	\$200.00	\$200.00
306026	715-0000-220930-	KAPLAN PAVING	BOND REFUND REC 001164-2024	\$200.00	\$200.00
306027	715-0000-220930-	KYLE RITCHEY	BOND REFUND REC-001472-2024	\$200.00	\$200.00
306028	715-0000-220930-	MARGARET MURPHY	BOND REFUND REC-001526-2024	\$200.00	\$200.00

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306029	715-0000-220930-	MARK TROUP	BOND REFUND REC-001427-2024	\$200.00	\$200.00
306030	715-0000-220930-	MARY MAZUREK	BOND REFUND REC-001347-2024	\$200.00	\$200.00
306031	715-0000-220930-	MATT EDWARDS	BOND REFUND REC-001530-2024	\$200.00	\$200.00
306032	715-0000-220930-	MICHAEL SARA	BOND REFUND REC-001432-2024	\$200.00	\$200.00
306033	715-0000-220930-	NICHOLAS DISTASIO	BOND REFUND REC-001431-2024	\$200.00	\$200.00
306034	715-0000-220930-	PATRICIA CARDENAS	BOND REFUND REC-001485-2024	\$200.00	\$200.00
306035	715-0000-220930-	PIOTR MRUGALA	BOND REFUND REC-001339-2024	\$200.00	\$200.00
306036	715-0000-220930-	POUL'S LANDSCAPING	BOND REFUND REC-001209-2024	\$200.00	\$200.00
306037	715-0000-220930-	PREMIER PAVING OF NORTHERN ILLINOIS	BOND REFUND REC-001425-2024	\$200.00	\$200.00
306038	715-0000-220930-	RAFAEL DUMLAO	BOND REFUND REC-001434-2024	\$200.00	\$200.00
306039	715-0000-220930-	RANDALL HESS	BOND REFUND REC-001464-2024	\$200.00	\$200.00
306040	715-0000-220930-	RJ CONCRETE INC	BOND REFUND REC-001462-2024	\$200.00	\$200.00
					\$200.00

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306041	715-0000-220930-	ROBERT M GUTH	BOND REFUND REC-001457-2024	\$200.00	
					\$900.00
306042	715-0000-220930-	RYAN REED	BOND REFUND REC-001182-2024	\$400.00	
306042	715-0000-220930-	RYAN REED	BOND REFUND REC-001182-2024	\$500.00	
					\$200.00
306043	715-0000-220930-	SCARAVALLE CO	BOND REFUND REC-001511-2024	\$200.00	
					\$200.00
306044	715-0000-220930-	SEBASTIAN MANISCALCO	BOND REFUND REC-001486-2024	\$200.00	
					\$200.00
306045	715-0000-220930-	STEELE & LOEBER	BOND REFUND REC-001463-2024	\$200.00	
					\$200.00
306046	715-0000-220930-	STONEWOOD LANDSCAPING	BOND REFUND REC-001426-2024	\$200.00	
					\$200.00
306047	715-0000-220930-	TADEUSZ BOGUSZEWSKI	BOND REFUND REC-001519-2024	\$200.00	
					\$200.00
306048	715-0000-220930-	TIMOTHY S LAWRENCE	BOND REFUND REC-001467-2024	\$200.00	
					\$200.00
306049	715-0000-220930-	UNIQUE CONCRETE CONSTRUCTION	BOND REFUND REC-001513-2024	\$200.00	
					\$200.00
306050	715-0000-220930-	XCLUSIVE CONCRETE	BOND REFUND REC-001483-2024	\$200.00	
					\$200.00
306051	715-0000-220930-	XCLUSIVE CONCRETE	BOND REFUND REC-001514-2024	\$200.00	
					\$208.46
306053	505-0000-120800-	NEMETH, DEBRA	WATER REFUND	\$208.46	
					\$7,435.33
902254	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH CARE/DEPENDENT CARE FSA	\$421.50	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
902254	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH CARE/DEPENDENT CARE FSA	\$7,013.83	
					\$6,738.96
902257	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$124.96	
902257	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$6,614.00	
			DEPARTMENT 0000 TOTAL:	\$78,773.42	

VILLAGE OF ARLINGTON HEIGHTS
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Department 0101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARD OF TRUSTEES ADMIN					
					\$318.00
305907	101-0101-521650-	CAPTION FIRST INC	CAPTIONING SERVICES	\$318.00	
DEPARTMENT 0101 TOTAL:				\$318.00	

VILLAGE OF ARLINGTON HEIGHTS
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Department 0201

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
INTEGRATED SERVICES ADMIN					
305888	101-0201-522020-	3CMA	DUES	\$400.00	\$400.00
305940	515-0201-540550-	HELLO WEEKEND PARTNERSHIP	SOUND OF SUMMER	\$3,500.00	\$3,500.00
305951	401-0201-520050-	MAC STRATEGIES GROUP INC	PROFESSIONAL SERVICES	\$10,000.00	\$10,000.00
305962	101-0201-522030-	MIKULA, DIANA	TRAVEL AND TRAINING	\$47.23	\$47.23
306080	515-0201-540550-	TRACEY G CUSHMAN	HARMONY FEST	\$2,700.00	\$2,700.00
306094	101-0201-522700-	VERIZON WIRELESS	ACCT 88534852600001	\$156.64	\$156.64
DEPARTMENT 0201 TOTAL:				\$16,803.87	

VILLAGE OF ARLINGTON HEIGHTS

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Department 0301

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HUMAN RESOURCES ADMIN					
305887	615-0301-520450-	IL WORKERS COMPENSATION COMMISSION	IL WORKERS COMP COMMISSION RATE ADJUSTMENT	\$425.07	\$425.07
305892	101-0301-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$152.48	\$152.48
305912	101-0301-520200-	CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	\$4,438.75	\$4,438.75
305944	615-0301-542810-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA JANUARY 2024	\$30,291.58	\$30,291.58
305978	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS	\$108.00	\$10,082.00
305978	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS	\$1,577.00	
305978	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS	\$2,412.00	
305978	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS	\$5,985.00	
306056	605-0301-520500-	PETTY CASH	MISCELLANEOUS SERVICES	\$80.00	\$160.00
306056	605-0301-520500-	PETTY CASH	MISCELLANEOUS SERVICES	\$80.00	
306090	101-0301-521650-	VERIZON WIRELESS	ACCT 285444404900001	\$47.31	\$47.31
902255	605-0301-520550-	BLUE CROSS BLUE SHIELD OF ILLINOIS	JAN ADMIN FEE	\$74,129.79	\$74,129.79
902260	605-0301-542750-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 02/16-02/29	\$351,714.34	\$369,828.64
902260	605-0301-542770-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 02/16-02/29	\$18,114.30	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
			DEPARTMENT 0301 TOTAL:	\$489,555.62	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FINANCE ADMIN					
					\$203.71
305892	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$58.71	
305892	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$145.00	
					\$142.99
305911	101-0501-530010-	CHICAGO TRIBUNE	SUBSCRIPTION	\$142.99	
					\$10,119.06
305926	101-0501-520231-	EMS MANAGEMENT & CONSULTANTS, INC	FINANCIAL SERVICES	\$10,119.06	
					\$18,685.08
305944	611-0501-542610-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA JANUARY 2024	\$5,439.03	
305944	611-0501-542610-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA JANUARY 2024	\$13,246.05	
					\$95.00
305967	101-0501-522020-	MUNICIPAL CLERKS OF ILLINOIS	DUES	\$95.00	
					\$90.74
305980	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$9.09	
305980	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$17.99	
305980	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$63.66	
					\$137.82
306056	101-0501-530050-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$17.36	
306056	101-0501-530050-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$34.54	
306056	101-0501-530050-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$85.92	
					\$47.31
306085	101-0501-522700-	VERIZON WIRELESS	ACCT 38508581800001	\$47.31	
					\$4,732.00
902253	505-0501-522050-	SEBIS DIRECT INC	POSTAGE REPLENISHMENT	\$4,732.00	

Department 0501

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
902261	101-0501-522050-	CITIBANK	FEBRUARY POSTAGE	\$3,130.94	\$3,130.94
DEPARTMENT 0501 TOTAL:				\$37,384.65	

VILLAGE OF ARLINGTON HEIGHTS
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Department 0601

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
INFORMATION TECHNOLOGY ADMIN					
					\$76.26
305892	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$36.09	
305892	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$40.17	
					\$700.00
305905	625-0601-521655-	CADD MICROSYSTEMS, INC.	OFFICE EQUIPMENT	\$700.00	
					\$17,638.98
305909	625-0601-550100-	CDS OFFICE TECHNOLOGIES	OFFICE EQUIPMENT	\$238.98	
305909	625-0601-550100-	CDS OFFICE TECHNOLOGIES	OFFICE EQUIPMENT	\$17,400.00	
					\$762.77
305923	625-0601-550100-	DELL MARKETING LP	OFFICE EQUIPMENT	\$762.77	
					\$302.59
306089	625-0601-521650-	VERIZON WIRELESS	ACCT 78036610800001	\$302.59	
					\$2,116.96
306091	625-0601-521650-	VERIZON WIRELESS	ACCT 68500580500001	\$2,116.96	
					\$846.59
306092	625-0601-521650-	VERIZON WIRELESS	ACCT 98726153700001	\$846.59	
					\$19,170.36
902256	625-0601-520050-	MUNICIPAL GIS PARTNERS INC	GIS SERVICES	\$19,170.36	
			DEPARTMENT 0601 TOTAL:	\$41,614.51	

VILLAGE OF ARLINGTON HEIGHTS
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Department 1018

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARDS & COMM SPECIAL EVENTS					
305928	101-1018-540550-	FASTSIGNS	PRINTING SERVICES	\$683.50	\$683.50
305964	101-1018-540550-	MITCHELL, LAURIE	REIMBURSEMENT	\$95.90	\$95.90
DEPARTMENT 1018 TOTAL:				\$779.40	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
POLICE DEPT ADMIN					
					\$250.00
305895	101-3001-522030-	ASPIRE WINNING EDGE	TRAVEL & TRAINING	\$250.00	
					\$440.00
305899	101-3001-521650-	AT&T	MISCELLANEOUS SERVICES	\$220.00	
305899	101-3001-521650-	AT&T	MISCELLANEOUS SERVICES	\$220.00	
					\$50.00
305929	101-3001-522020-	FBI LEEDA	DUES	\$50.00	
					\$455.20
305946	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$26.55	
305946	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$28.25	
305946	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$30.50	
305946	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$159.90	
305946	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$210.00	
					\$205.00
305947	101-3001-530350-	KOSLOSKE SCOTT	CLOTHING & APPAREL	\$205.00	
					\$373.00
305972	101-3001-530350-	NELSON ALEXANDRA	CLOTHING & APPAREL	\$373.00	
					\$47,546.78
305977	101-3001-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	\$47,546.78	
					\$30.99
305980	101-3001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$30.99	
					\$1,703.78
306057	101-3001-522030-	PETTY CASH/POLICE	RENTAL VEHICLE	\$1,613.85	
306057	101-3001-533050-	PETTY CASH/POLICE	RENTAL VEHICLE	\$89.93	

Department 3001

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306067	101-3001-533250-	SHERWIN ACE HARDWARE	POLICE EQUIPMENT & SUPPLY	\$23.99	\$23.99
306072	101-3001-530350-	STREICHER'S	CLOTHING & APPAREL	\$203.98	\$203.98
306087	235-3001-533050-	VERIZON WIRELESS	ACCT 54209747800003	\$36.01	\$36.01
306088	101-3001-521650-	VERIZON WIRELESS	ACCT 68682493000001	\$1,409.52	\$1,409.52
DEPARTMENT 3001 TOTAL:				\$52,728.25	

VILLAGE OF ARLINGTON HEIGHTS
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Department 3003

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
POLICE DEPT CRIMINAL INVEST					
306054	231-3003-540010-	PARTNERS & PAWS VETERINARY SERVICES	VETERINARY SERVICES	\$728.32	\$728.32
306055	231-3003-540010-	PET PROS	K9 SUPPLIES	\$91.64	\$185.23
306055	231-3003-540010-	PET PROS	K9 SUPPLIES	\$93.59	
306098	231-3003-540010-	VETERINARY DENTAL CENTER	VETERINARY SERVICES	\$1,140.75	\$1,140.75
DEPARTMENT 3003 TOTAL:				\$2,054.30	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FIRE ADMIN					
					\$799.65
305892	101-3501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$219.67	
305892	101-3501-531850-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	\$579.98	
					\$137.84
305906	101-3501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$137.84	
					\$289.40
305950	101-3501-533450-	LOWES COMMERCIAL SERVICES	FIRE EQUIPMENT & SUPPLY	\$289.40	
					\$2,262.50
305968	101-3501-531650-	MUNICIPAL EMERGENCY SERVICES	FIRE EQUIPMENT & SUPPLY	\$2,262.50	
					\$15,901.74
305977	101-3501-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	\$15,848.92	
305977	101-3501-521020-	NORTHWEST CENTRAL DISPATCH SYS	EQUIPMENT MAINTENANCE	\$52.82	
					\$272.47
306063	101-3501-522030-	ROBERTS, DAVID	TRAVEL AND TRAINING	\$272.47	
					\$1,608.90
306073	101-3501-533500-	STRYKER SALES CORP	FIRE EQUIPMENT & SUPPLY	\$1,126.23	
306073	101-3501-533500-	STRYKER SALES CORP	MEDICAL SUPPLIES	\$482.67	
					\$1,661.95
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$29.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$31.90	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$49.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$56.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$74.95	

Department 3501

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$75.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$78.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$78.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$84.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$99.90	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$119.95	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$157.90	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$157.90	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$157.90	
306079	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$349.95	
					\$315.00
306081	101-3501-521650-	UKG KRONOS SYSTEMS LLC	PROFESSIONAL SERVICES	\$315.00	\$910.87
306086	101-3501-522700-	VERIZON WIRELESS	ACCT 44205897800001	\$910.87	
					\$107.70
306099	101-3501-531650-	VISION MARKETING	FIRE EQUIPMENT & SUPPLY	\$107.70	\$6,698.14
306104	101-3501-531850-	WS DARLEY & CO	FIRE EQUIPMENT & SUPPLY	\$7,079.85	
306104	401-3501-550150-	WS DARLEY & CO	FIRE EQUIPMENT & SUPPLY	(\$381.71)	
					\$1,843.07
306106	101-3501-521110-	ZEP MANUFACTURING CO	JANITORIAL SUPPLIES	\$1,843.07	
				DEPARTMENT 3501 TOTAL:	\$32,809.23

VILLAGE OF ARLINGTON HEIGHTS
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Department 3701

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FOREIGN FIRE INSURANCE ADMIN					
305908	227-3701-522030-	CASTILLO, REGINALD	REIMBURSEMENT	\$571.52	\$571.52
305932	227-3701-521650-	GALLAGHER ARTHUR J & CO	MISCELLANEOUS SERVICES	\$100.00	\$100.00
305938	227-3701-522030-	HANSEN, ANDREW	REIMBURSEMENT	\$74.69	\$74.69
305980	227-3701-522030-	ODP BUSINESS SOLUTIONS	FIRE EQUIPMENT & SUPPLY	\$469.99	\$469.99
DEPARTMENT 3701 TOTAL:				\$1,216.20	

VILLAGE OF ARLINGTON HEIGHTS
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Department 4001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PLANNING PLANNING					
305918	101-4001-540400-	CONWAY DATA	PROFESSIONAL SERVICES	\$4,000.00	\$4,000.00
305922	101-4001-522010-	DAILY HERALD	ADVERTISING	\$113.40	\$113.40
305974	101-4001-540400-	NORTHERN IL REAL ESTATE MGZN	ADVERTISING	\$1,500.00	\$1,500.00
306056	101-4001-522030-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$25.00	\$25.00
306061	263-4001-520050-	RJN GROUP INC	PROFESSIONAL SERVICES	\$596.07	\$24,009.26
306061	263-4001-520050-	RJN GROUP INC	PROFESSIONAL SERVICES	\$7,272.50	
306061	267-4001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$1,788.19	
306061	267-4001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$14,352.50	
306097	101-4001-521650-	VERIZON WIRELESS	ACCT 38042002700001	\$47.31	\$47.31
DEPARTMENT 4001 TOTAL:				\$29,694.97	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BUILDING ADMIN					
					\$31.42
305906	101-4501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$31.42	
					\$8,330.00
305930	101-4501-520350-	FIRE SAFETY CONSULTANTS INC	PROFESSIONAL SERVICES	\$8,330.00	
					\$600.00
305937	101-4501-520350-	GRIVAS KRAUSE ASSOCIATES LTD	PROFESSIONAL SERVICES	\$600.00	
					\$1,200.00
305945	101-4501-522020-	INTERNATIONAL ACCREDITATION SERVICE, INC	DUES	\$1,200.00	
					\$50.00
305971	101-4501-522020-	NATIONAL FIRE SPRINKLER ASSOCIATION	DUES	\$50.00	
					\$74.99
306056	101-4501-522030-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$30.00	
306056	101-4501-530050-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$44.99	
					\$350.00
306077	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$35.00	
306077	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$35.00	
306077	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$35.00	
306077	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$35.00	
306077	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$70.00	
306077	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$70.00	
306077	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINTENANCE	\$70.00	
					\$396.11
306095	101-4501-522700-	VERIZON WIRELESS	ACCT 54209747800002	\$396.11	
					\$544.27

Department 4501

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 3/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306096	101-4501-522700-	VERIZON WIRELESS	ACCT 54209747800001	\$544.27	
DEPARTMENT 4501 TOTAL:				\$11,576.79	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK DATE: 3/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HEALTH ADMIN					
305894	101-7001-520250-	ARLINGTON CENTER	COUNSELING SUBSIDY	\$650.00	\$650.00
305906	101-7001-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$13.57	\$13.57
305919	101-7001-521100-	CORELOGIC SOLUTIONS LLC	PROFESSIONAL SERVICES	\$220.00	\$220.00
305949	101-7001-520250-	LEMKE, SHERRY	COUNSELING SUBSIDY	\$100.00	\$100.00
305980	101-7001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$18.33	\$48.64
305980	101-7001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$30.31	
306056	101-7001-522030-	PETTY CASH	TRAVEL & TRAINING	\$7.21	\$77.19
306056	101-7001-533100-	PETTY CASH	NURSING SUPPLIES	\$69.98	
306058	101-7001-530350-	PROFORMA	CLOTHING & APPAREL	\$399.91	\$399.91
306070	101-7001-520250-	STAPLETON, STACY SHEIN	PROFESSIONAL SERVICES	\$120.00	\$240.00
306070	101-7001-521650-	STAPLETON, STACY SHEIN	PROFESSIONAL SERVICES	\$120.00	
306093	101-7001-522700-	VERIZON WIRELESS	ACCT 88556712200001	\$342.45	\$342.45
DEPARTMENT 7001 TOTAL:				\$2,091.76	

Department 7001

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
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Department 7007

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HEALTH SENIOR SERVICES					
305901	101-7007-540160-	BLUE LOTUS BUDDHIST TEMPLE	PROGRAM INSTRUCTIONAL FEES	\$60.00	\$60.00
305906	101-7007-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$59.91	\$59.91
305925	101-7007-540160-	ELLIE PRESENTS	PROGRAM INSTRUCTIONAL FEES	\$350.00	\$350.00
305957	101-7007-540160-	METROPOLIS PERFORMING ARTS CENTRE	PROGRAM INSTRUCTIONAL FEE	\$483.00	\$483.00
305975	101-7007-520050-	NORTHERN IL UNIVERSITY	PROFESSIONAL SERVICES	\$4,950.00	\$4,950.00
306076	101-7007-540160-	THE WILDBIRD SHACK, LTD	PROGRAM INSTRUCTIONAL FEES	\$170.00	\$170.00
DEPARTMENT 7007 TOTAL:				\$6,072.91	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PUBLIC WORKS ADMIN					
					\$2,585.89
305892	101-7101-531550-	AMAZON COM CAPITAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$109.80	
305892	101-7101-531550-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$169.99	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$37.98	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$45.79	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$8.55	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$37.36	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$59.92	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$119.84	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$167.30	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$203.75	
305892	101-7101-531650-	AMAZON COM CAPITAL SERVICES	SMALL TOOLS	\$49.99	
305892	401-7101-550200-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$1,016.77	
305892	515-7101-533050-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$558.85	
					\$2,120.18
305897	101-7101-522700-	AT & T	ACCT 217S667106106	\$2,120.18	
					\$0.55
305898	101-7101-522700-	AT & T LONG DISTANCE	ACCT 2147713	\$0.55	
					\$31.50
305916	101-7101-522700-	COMCAST CABLE	ACCT 8771100720048998	\$31.50	
					\$42.00
305917	101-7101-522700-	COMCAST CABLE	ACCT 8771100720049004	\$42.00	
					\$400.00
305920	101-7101-530350-	CRAFT, STEVE	CLOTHING & APPAREL	\$200.00	
305920	101-7101-530350-	CRAFT, STEVE	CLOTHING & APPAREL	\$200.00	

Department 7101

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$15,534.00
305924	401-7101-550300-	DOLAND ENGINEERING, LLC	PROFESSIONAL SERVICES	\$5,833.00	
305924	401-7101-550300-	DOLAND ENGINEERING, LLC	PROFESSIONAL SERVICES	\$9,701.00	
					\$197.38
305927	101-7101-530350-	ERICKSON, THOMAS	CLOTHING & APPAREL	\$197.38	
					\$36.01
305934	101-7101-522030-	GORECKI, CHESTER	TRAVEL AND TRAINING	\$36.01	
					\$24.48
305936	101-7101-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	\$24.48	
					\$1,374.00
305939	101-7101-521020-	HAYES MECHANICAL	SERVICE BUILDING MAINTENANCE	\$1,374.00	
					\$618.07
305954	101-7101-531550-	MENARDS-LONG GROVE	BUILDING MAINTENANCE SUPPLY	\$571.74	
305954	101-7101-531850-	MENARDS-LONG GROVE	BUILDING MAINTENANCE SUPPLY	\$46.33	
					\$9,027.08
305955	101-7101-521110-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	\$429.58	
305955	101-7101-521110-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	\$435.00	
305955	101-7101-521110-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	\$435.00	
305955	101-7101-521110-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	\$645.00	
305955	101-7101-521110-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	\$2,167.92	
305955	101-7101-521110-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	\$4,485.00	
305955	101-7101-521110-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	\$429.58	
					\$1,504.54
305959	101-7101-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$752.27	
305959	101-7101-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$752.27	
					\$2,399.18

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
305963	101-7101-520050-	MIOVISION TECHNOLOGIES	PROFESSIONAL SERVICES	\$2,399.18	
					\$3,992.31
305973	101-7101-521500-	NICOR	ACCT 01701843946	\$3,992.31	
					\$368.01
305976	101-7101-531650-	NORTHERN TOOL & EQUIPMENT	FORESTRY SUPPLY	\$368.01	
					\$1,211.28
305979	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	\$296.32	
305979	101-7101-531650-	NORTHWEST ELECTRICAL SUPPLY CO	HARDWARE SUPPLY	\$220.96	
305979	101-7101-531750-	NORTHWEST ELECTRICAL SUPPLY CO	TRAFFIC SUPPLY	\$694.00	
					\$8,445.00
306052	426-7101-550250-	JACKSON PRITSCHER	ENHANCED SEWER REBATE	\$8,445.00	
					\$271.18
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$4.99	
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$18.99	
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$21.15	
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$23.78	
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$23.78	
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$33.84	
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$41.78	
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$42.87	
306056	101-7101-531650-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$60.00	
					\$1,920.00
306059	101-7101-531750-	QUANTUM ENGINEERING INC	STREET LIGHT SUPPLY	\$1,920.00	
					\$140.27
306066	101-7101-530350-	SHAWKE, TOM	CLOTHING & APPAREL	\$140.27	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306068	101-7101-522700-	SOUND INCORPORATED	PHONE SERVICES	\$72.73	\$72.73
306078	101-7101-531800-	THREE M	STREET SIGN SUPPLY	\$1,898.01	\$1,898.01
306100	401-7101-550200-	WAUKEGAN ROOFING CO INC	SERVICE BLDG MAINTENANCE	\$13,000.00	\$13,000.00
306103	101-7101-531650-	WINDY CITY LIGHTS	FORESTRY SUPPLY	\$1,552.66	\$1,552.66
306108	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLIES	\$529.17	\$529.17
DEPARTMENT 7101 TOTAL:				\$69,295.48	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
WATER AND SEWER ADMIN					
					\$221.18
305889	505-7201-531650-	ADDISON BUILDING MATERIAL CO	WATER SUPPLY	\$221.18	
					\$3,545.74
305890	505-7201-521350-	ALPINE SAP, INC.	PROFESSIONAL SERVICES	\$3,545.74	
					\$1,338.99
305892	505-7201-531650-	AMAZON COM CAPITAL SERVICES	CLOTHING & APPAREL	\$235.64	
305892	505-7201-531650-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$33.95	
305892	505-7201-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$35.79	
305892	505-7201-531650-	AMAZON COM CAPITAL SERVICES	SMALL TOOLS	\$31.95	
305892	505-7201-531850-	AMAZON COM CAPITAL SERVICES	SMALL TOOLS	\$75.00	
305892	505-7201-531850-	AMAZON COM CAPITAL SERVICES	SMALL TOOLS	\$27.99	
305892	505-7201-531850-	AMAZON COM CAPITAL SERVICES	SMALL TOOLS	\$44.02	
305892	505-7201-531850-	AMAZON COM CAPITAL SERVICES	SMALL TOOLS	\$213.92	
305892	505-7201-550150-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$219.98	
305892	505-7201-550150-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$420.75	
					\$637.90
305902	505-7201-522030-	BRAUNREUTER, MICHAEL	TRAVEL AND TRAINING	\$637.90	
					\$308.23
305904	505-7201-531650-	BUSHNELL INC	WATER SUPPLY	\$308.23	
					\$2.10
305913	505-7201-522700-	COMCAST CABLE	ACCT 8771100720048980	\$2.10	
					\$194.85
305914	505-7201-522700-	COMCAST CABLE	ACCT 8771100720175502	\$194.85	
					\$365.00
305933	505-7201-531650-	GENCOMM	WATER SUPPLY	\$365.00	

Department 7201

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
305942	505-7201-530350-	IGNOFFO, MIKE	CLOTHING & APPAREL	\$120.95	\$120.95
305948	505-7201-530350-	LAWLOR, JOHN	CLOTHING & APPAREL	\$148.73	\$148.73
305958	505-7201-531650-	METROPOLITAN INDUSTRIES	WATER SUPPLY	\$2,554.00	\$5,108.00
305958	505-7201-531650-	METROPOLITAN INDUSTRIES	WATER SUPPLY	\$2,554.00	
305960	506-7201-550150-	MID AMERICAN WATER	WATER SUPPLY	\$60,898.40	\$60,898.40
305966	505-7201-531010-	MULTIPLE CONCRETE ACCESSORIES	WATER SUPPLY	\$436.80	\$436.80
305970	505-7201-531650-	NAPA AUTO PARTS	WATER SUPPLY	\$398.26	\$398.26
305979	505-7201-531650-	NORTHWEST ELECTRICAL SUPPLY CO	WATER SUPPLY	\$203.05	\$1,405.39
305979	505-7201-531650-	NORTHWEST ELECTRICAL SUPPLY CO	WATER SUPPLY	\$562.71	
305979	505-7201-531650-	NORTHWEST ELECTRICAL SUPPLY CO	WATER SUPPLY	\$639.63	
306067	505-7201-531650-	SHERWIN ACE HARDWARE	WATER SUPPLY	\$39.99	\$39.99
306071	505-7201-531650-	STEINER ELECTRIC	ELECTRICAL SUPPLY	(\$173.46)	\$267.10
306071	505-7201-531650-	STEINER ELECTRIC	WATER SUPPLY	\$43.38	
306071	505-7201-531650-	STEINER ELECTRIC	WATER SUPPLY	\$43.38	
306071	505-7201-531650-	STEINER ELECTRIC	WATER SUPPLY	\$353.80	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306074	505-7201-520050-	SUBURBAN LABORATORIES INC	PROFESSIONAL SERVICES	\$2,774.00	\$2,774.00
306084	505-7201-531650-	USA BLUEBOOK	WATER SUPPLY	\$167.67	\$167.67
306105	505-7201-522030-	ZAHAROPOULOS, DIMOS	TRAVEL AND TRAINING	\$490.88	\$490.88
306107	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLY	\$113.19	\$728.44
306107	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLY	\$615.25	
DEPARTMENT 7201 TOTAL:				\$79,598.60	

VILLAGE OF ARLINGTON HEIGHTS
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Department 7301

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING ADMIN					
305896	235-7301-521500-	AT & T	ACCT 847R0608437214	\$243.94	\$243.94
DEPARTMENT 7301 TOTAL:				\$243.94	

VILLAGE OF ARLINGTON HEIGHTS
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Department 7302

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING VAIL ST. GARAGE OPER					
					\$1,795.96
305893	235-7302-521110-	ANDERSON LOCK	SERVICE BUILDING MAINTENANCE	\$1,795.96	
					\$137.90
305915	235-7302-521500-	COMCAST CABLE	ACCT 8771100721377909	\$137.90	
					\$7,746.49
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$429.87	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$429.87	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$334.50	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$446.00	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$446.00	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$501.75	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$557.50	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$669.00	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$1,338.00	
305959	235-7302-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$2,594.00	
DEPARTMENT 7302 TOTAL:				\$9,680.35	

VILLAGE OF ARLINGTON HEIGHTS
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Department 7303

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING NORTH GARAGE OPER					
305893	235-7303-521110-	ANDERSON LOCK	SERVICE BUILDING MAINTENANCE	\$718.58	\$718.58
305959	235-7303-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$214.93	\$1,154.61
305959	235-7303-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$214.93	
305959	235-7303-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$724.75	
DEPARTMENT 7303 TOTAL:				\$1,873.19	

VILLAGE OF ARLINGTON HEIGHTS
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Department 7304

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING EVERGREEN ST GAR OPER					
305893	235-7304-521110-	ANDERSON LOCK	SERVICE BUILDING MAINTENANCE	\$1,332.00	\$1,332.00
305959	235-7304-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$214.93	\$429.86
305959	235-7304-521020-	MID AMERICAN ELEVATOR CO INC	SERVICE BUILDING MAINTENANCE	\$214.93	
306062	235-7304-521020-	ROBERTS ENVIRONMENTAL CONTROL CORP	EQUIPMENT MAINTENANCE	\$3,081.00	\$3,081.00
DEPARTMENT 7304 TOTAL:				\$4,842.86	

VILLAGE OF ARLINGTON HEIGHTS
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Department 7401

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
SOLID WASTE DISPSL SWANCCADMIN					
902258	511-7401-521540-	SOLID WASTE AGENCY	APRIL 2024 TIPPING FEES/2023 TRUE UP	\$4,315.57	\$149,945.57
902258	511-7401-521540-	SOLID WASTE AGENCY	APRIL 2024 TIPPING FEES/2023 TRUE UP	\$145,630.00	
DEPARTMENT 7401 TOTAL:				\$149,945.57	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
MUNICIPAL FLEET SVCS ADMIN					
					\$998.25
305891	621-7501-531510-	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	(\$31.77)	
305891	621-7501-531510-	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	\$1,030.02	
					\$2,173.62
305892	621-7501-530010-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$335.50	
305892	621-7501-531500-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$118.74	
305892	621-7501-531500-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$479.97	
305892	621-7501-531500-	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	\$214.00	
305892	621-7501-531500-	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	\$415.57	
305892	621-7501-531500-	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	\$415.57	
305892	621-7501-531650-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$29.95	
305892	621-7501-531850-	AMAZON COM CAPITAL SERVICES	SMALL TOOLS	\$164.32	
					\$6,193.67
305900	621-7501-531510-	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	\$1,878.58	
305900	621-7501-531510-	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	\$4,315.09	
					\$71.29
305903	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$11.79	
305903	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$59.50	
					\$223.05
305910	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$223.05	
					\$219.80
305931	621-7501-531510-	FOSTER COACH SALES INC	VEH MAINTENANCE SUPPLY	\$219.80	
					\$50.00
305935	621-7501-522020-	GRABOWSKI KENNETH	REIMBURSEMENT	\$50.00	
					\$9,270.62

Department 7501

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 3/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
305941	621-7501-521080-	HILLSIDE SERVICE	VEH MAINTENANCE SERVICE	\$9,270.62	
					\$3,150.83
305952	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	\$498.02	
305952	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	\$2,652.81	
					\$1,045.03
305953	621-7501-531510-	MC CANN INDUSTRIES	VEH MAINTENANCE SUPPLY	\$1,045.03	
					\$3,354.09
305965	621-7501-531510-	MONROE TRUCK EQUIPMENT	VEH MAINTENANCE SUPPLY	\$3,354.09	
					\$2,403.58
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$7.31	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$19.23	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$36.40	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$113.94	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$125.37	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$129.17	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$190.98	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$232.00	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$238.50	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$281.62	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$318.00	
305970	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$711.06	
					\$1,180.00
306060	621-7501-531510-	RAYMAR HYDRAULIC REPAIR SRVC	VEH MAINTENANCE SUPPLY	\$1,180.00	
					\$585.75
306065	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$585.75	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 3/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
306069	621-7501-531510-	SPRING ALIGN	VEH MAINTENANCE SUPPLY	\$219.95	\$219.95
306075	621-7501-531510-	SUBURBAN TRIM & GLASS	VEH MAINTENANCE SUPPLY	\$328.50	\$328.50
306082	621-7501-531510-	ULTRA STROBE COMMUNICATIONS INC	VEH MAINTENANCE SUPPLY	\$767.90	\$767.90
306083	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$62.66	\$128.32
306083	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$65.66	
306101	621-7501-521070-	WE WASH EXPRESS	VEH MAINTENANCE SERVICE	\$240.00	\$240.00
306102	621-7501-531510-	WEST SIDE TRACTOR SALES CO	VEH MAINTENANCE SUPPLY	\$453.42	\$453.42
306108	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	(\$534.58)	(\$178.73)
306108	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	(\$55.52)	
306108	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	\$37.76	
306108	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	\$90.89	
306108	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	\$282.72	
DEPARTMENT 7501 TOTAL:				\$32,878.94	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 3/15/2024

Department 9001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
CAPITAL ADMIN					
305961	505-9001-550250-	MIDWEST METER INC	METER SUPPLIES	\$378,900.00	\$378,900.00
306064	505-9001-550250-	ROBINSON ENGINEERING LTD	PROFESSIONAL SERVICES	\$2,034.15	\$6,212.40
306064	505-9001-550250-	ROBINSON ENGINEERING LTD	PROFESSIONAL SERVICES	\$4,178.25	
DEPARTMENT 9001 TOTAL:				\$385,112.40	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 3/15/2024

Department 9003

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
CAPITAL EQUIPMENT					
305921	621-9003-550050-	CURRIE MOTORS	VEHICLE	\$55,752.00	\$55,752.00
DEPARTMENT 9003 TOTAL:				\$55,752.00	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 3/15/2024

Department 9901

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
NON-OPERATING					
					\$12,415.81
305956	515-9901-540830-	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	\$8,186.62	
305956	515-9901-540920-	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE CHARGE	\$4,229.19	
DEPARTMENT 9901 TOTAL:				\$12,415.81	
WARRANT TOTAL:				\$1,605,113.02	



Village Board
3/18/2024

Item: Update on Discussions with Chicago Bears Football Club

Department: Village Manager's Office

Update on Discussions with Chicago Bears Football Club



Village Board
3/18/2024

Item: Report of the Committee of the Whole Meeting of March 18, 2024

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of March 18, 2024

Interview of Gretchen Grassl for appointment to the Arts Commission, term ending April 30, 2027



Village Board
3/18/2024

Item: Pavement Rejuvenation (Reclamite) 2024 - Contract Award

Department: Public Works

Since 2017, the Public Works Department has utilized reclamite pavement rejuvenation as part of the Department's roadway preventive maintenance program. Reclamite is an emulsion made up of specific petroleum oils and resins and is formulated to extend the life cycle of asphalt pavement by restoring and preserving the asphalt's binder. Staff has been pleased with the product's performance in reducing cracks and prolonging the life of the pavement and has observed the efficacy of reclamite in numerous areas throughout the Village. Public Work Staff recommends using reclaimite and will apply approximately 300,000 square yards to pavement surfaces this year if approved.

This year, the Village of Winnetka led the pavement rejuvenation bid for the Municipal Partnering Initiative (MPI). MPI is a collaboration of more than 18 local municipalities that jointly bid out maintenance contracts to benefit from economies of scale—in addition to Arlington Heights, Cary, Elk Grove Village, Evanston, Highland Park, Rolling Meadows, Vernon Hills, Wilmette, and Winnetka contributed budgeted projects for pavement rejuvenation for a three-year contract. Bids were advertised and publicly opened by the Village of Winnetka on behalf of the MPI on February 28, 2024.

Corrective Asphalt Materials, Inc. was the only bid received by the MPI. Their unit prices to apply reclamite, furnish and use lime screenings, traffic control, resident notification, pre-sweeping, and post-sweeping are as follows:

<u>Amount (Sq. Yds.)</u>	<u>Price /Sq. Yd.</u>
--------------------------	-----------------------

Less than or equal to 14,999 Sq. Yds.	\$1.34
15,000 Sq. Yds. to 29,999 Sq. Yds.	\$1.26
30,000 Sq. Yds. to 99,999 Sq. Yds.	\$1.20
Greater than or equal to 100,000 Sq. Yds.	\$1.14

As the surface area is greater than 300,000 square yards, the unit price applicable to this contract is \$1.14 per square yard. The above unit prices will be in effect for 2024, with incremental increases projected for 2025 and 2026.

Funding is available through the Road Projects Capital Projects Fund, Account #401-7101-550300 (ST1802).

RECOMMENDATION

It is recommended that the Village Board approve a three-year contract for Pavement Rejuvenation to Corrective Asphalt Materials, Inc. of South Roxana, Illinois, in an amount not exceeding \$320,000, and authorize Staff to execute the necessary documents.



Village Board
3/18/2024

Item: Hydrant Painting Services 2024 - Contract Award

Department: Public Works

The 2024 budget include \$70,000 for hydrant painting services. The Village's Hydrant Painting Program is designed to paint 600 hydrants each year, until all 3,800 Village-owned hydrants are painted. The painting process includes a complete sandblasting of the entire hydrant down to the metal, prior to being completely repainted. Painting hydrants is essential in maintaining the water system and providing fire protection for the community. In addition, properly painted hydrants assist the first responders to quickly identify hydrants in emergencies, makes routine repairs easier for maintenance crews, and are more aesthetically pleasing to the community.

The Municipal Partnering Initiative (MPI) is a cooperative of local municipalities that jointly bid on similar projects to reduce administrative expenses and obtain improved unit prices through economies of scale.

Bids were advertised publicly for Hydrant Painting in February 2024. This MPI bid was jointly bid for the following communities: Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Rolling Meadows, and Winnetka.

Bidder Arlington Heights Base Bid

BP&T Construction	\$40,000
Alpha Maintenance & Services Inc.	\$45,000
Muscat Painting	\$49,390
Taza Construction	\$57,800

Read Feather Group (Bidder disqualified) \$39,250

Of the five companies that bid on the project, four met the bid requirements and specifications. The apparent low bid received was from BP&T Construction. Following discussions with the bid group, there are concerns regarding past performance with participating communities. Therefore, Staff is recommending that the Village Board reject the low bid and award a contract to the second

lowest bidder, Alpha Maintenance & Services Inc.

Alpha Maintenance & Services Inc. has previously performed services for the Village, and the other participating MPI communities, and staff has been satisfied with their level of service and performance.

Funds for these services are available in Account No. 505-7201-521300.

RECOMMENDATION

It is recommended that the Village Board award a three-year contract for Hydrant Painting Services to the second lowest bidder, Alpha Maintenance & Services Inc. of Chicago, Illinois, at unit bid prices up to the budgeted amount, and authorize Staff to execute the necessary documents.



**Village Board
3/18/2024**

Item: Asphalt Spray Patching - Contract Extension 2024

Department: Public Works

The 2024 approved budget for Asphalt Maintenance (spray patching, mastic, and small patching) includes \$374,500. Asphalt Maintenance is one of the key responsibilities of the Public Works Department. Annually crews perform pothole repairs, patching, and crack sealing. Over the years, Staff has been satisfied with contractual spray patching as an additional tool for asphalt maintenance. In this process, one operator from the safety of a vehicle, uses compressed air to clean and prep the area, and then applies patching material. The result is a pothole repair that far outlasts the "throw and go" process that uses cold mix asphalt that has to be repeatedly placed into potholes. Public Works has been contracting spray patching for several years.

The Village Board awarded a two-year contract with Pothole Pros for Asphalt Spray Patching, on February 15, 2021, with two possible one-year extensions. Pothole Pros has agreed to extend the contract with price increases within contract terms.

Staff has been satisfied with the work conducted by Pothole Pros and is recommending the second of two possible one-year contract extensions.

Funds are available in Account No. 101-7101-521150 totaling \$40,000.

RECOMMENDATION

It is recommended that the Village Board award a one-year contract extension for Asphalt Spray Patching to Pothole Pros of Elgin, Illinois, up to the budgeted amount per contract line items, and authorize Staff to execute the necessary documents.



Village Board
3/18/2024

Item: Pickup Truck Vehicle Purchase for Public Works - Fleet Services

Department: Public Works

The approved Capital Improvement Plan has allocated \$62,600 to replace the Fleet Unit's service truck. The service truck is used daily to service the Village's fleet when vehicle and equipment maintenance issues arise during routine operations in the field. The service truck's role extends beyond field maintenance, as the Auto Technicians also rely on it to perform on-site repairs at the Police and Fire Stations, streamlining operation efficiency.

Public Works Staff recommend replacing the current service truck, which is 30 years old and has exceeded its useful life for Public Works operations. The Fleet Unit's Auto Technicians thoroughly inspected the truck for usability and confirmed the determination for replacement.

Staff proposes purchasing a 2024 Ford F-250 Pickup Truck for \$69,778.76, which includes all upfitting for Public Works operations through the Suburban Purchasing Cooperative (SPC). SPC is a joint purchasing cooperative administered by the Northwest Municipal Conference (NWMC) and represents 143 municipalities in the Chicagoland area. SPC uses multiple government agencies and collaborative purchasing to obtain competitive bid pricing. Currie Motors Chevrolet of Frankfort, Illinois, holds the SPC contract for the Ford F-250 Pickup Truck.

Funding for this purchase is available in the Capital Equipment Replacement Budget— Fleet Services, Account No. 621-9003-550050 VH9506. Although this purchase is \$7,178.76 over budget, the Vehicle Equipment Replacement Fund Reserves can accommodate this overage.

RECOMMENDATION

It is recommended that the Village Board approve the purchase of a 2024 Ford F-250 Pickup Truck from Currie Motors Chevrolet of Frankfort, Illinois, in an amount not-to-exceed \$69,778.76 and authorize Staff to execute the necessary documents.



Village Board
3/18/2024

Item: Rockwell, Beverly, Ridge Project - Change Order #1 Water Main Relocation

Department: Public Works

On November 6, 2023 the Village Board awarded the 2023 DCEO - MFT Beverly Lane Reconstruction / Water Main Rockwell Street Rehabilitation / Combined Sewer & Ridge Avenue Reconstruction / Storm Sewer to R.W. Duntelman Company in the amount of \$2,972,000.

During the pre-construction phase, exploratory trenches were conducted by Public Works to determine the elevation of the Northwest Water Commission (NWMC) feeder main on Rockwell St. Contrary to initial assumptions, it was found to be conflicting with the proposed combined sewer extension between Belmont Ave and Burton Place. After evaluating various design options, the optimal solution involves relocating approximately 450 feet of the existing Village water main along the south curb to the south parkway. To minimize disruptions for residents, the new water main will be directionally drilled due to the required depth, landscaping, obstructions, and parkway trees.

R.W. Duntelman Company has agreed to furnish and install 440 FT of 10" C-900 Certa-Lok Pressure Pipe through directional boring at \$274.80 per linear foot. To confirm fair pricing, the Village added this scope as an alternate on the 2024 Watermain Construction Project. The unit price aligns with the bid unit prices obtained under the 2024 Water System Improvement project, and the estimated to cost for the water main relocation is \$120,912. Staff recommends approval of Change Order #1 and consequently, the revised contract cost would be increased to \$3,092,912.

Despite these adjustments, the construction start date remains on scheduled for early spring 2024, and R.W. Duntelman Company is not requesting additional time to complete the overall contract at this time.

Funding is available in the current budget Water and Sewer Fund for watermain reconstruction, Account No. 505-9001-550250 (WA9001) (\$120,912.00).

RECOMMENDATION

It is recommended that the Village Board approve Change Order #1 for 2023 DCEO-MFT Beverly Lane, Rockwell Street, and Ridge Avenue project and increase the contract with R.W. Duntelman of Addison, Illinois, by \$120,912.00 to a total contract amount of \$3,092,912 and authorize Staff to execute the necessary documents.



Village Board
3/18/2024

Item: Ordinance - Opal Massage Therapy - 825 E. Golf Rd, Suite 1530

Department: Planning & Community Development Department

At the March 4, 2024 Village Board meeting, a Land Use Variation to allow a massage establishment in the O-T District, was discussed and approved. The ordinance setting forth the provisions and conditions of approval is attached.

ATTACHMENTS:

Description	Type
Ordinance - Opal Massage Therapy - 825 E. Golf Rd.	Ordinance

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2024-_____

AN ORDINANCE GRANTING A LAND USE VARIATION
FOR OPAL MASSAGE THERAPY
(825 E. Golf Road, Suite 1530)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS ____ DAY OF _____, 2024.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Arlington Heights,
Cook County, Illinois this
_____ day of _____, 2024

Village Clerk

AN ORDINANCE GRANTING A LAND USE VARIATION
FOR OPAL MASSAGE THERAPY
(825 E. Golf Road, Suite 1530)

WHEREAS, Opal Massage Therapy LLC (“*Applicant*”) is a tenant of a portion of that certain property owned by L. Moats, L.L.C. (“*Owner*”) located in the O-T Office Transitional District (“*O-T District*”), commonly known as 825 E. Golf Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, the Applicant currently operates a massage therapy facility in Mount Prospect, and desires to relocate their massage therapy facility (“*Proposed Use*”) on the Property within Suite 1530, which consists of approximately 1,755 square feet (“*Subject Premises*”); and

WHEREAS, pursuant to “the 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights,” as amended (“*Zoning Code*”), the Subject Premises may only be used for the Proposed Use upon issuance by the Village Board of Trustees of a land use variation therefor; and

WHEREAS, pursuant to Section 12 of the Zoning Code, the Applicant, with the Owner’s consent, has filed an application for approval of a land use variation to allow the Proposed Use within the Subject Premises (“*Requested Relief*”); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* newspaper on January 30, 2024, and held on February 14, 2024; and

WHEREAS, on February 14, 2024, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for land use variations as set forth in Section 12.2 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. GRANT OF LAND USE VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, and in accordance with, and pursuant to, Section 12 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a land use variation to permit the construction and operation of the Proposed Use within the Subject Premises.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions. For all conditions

set forth in this Section 3 for which the Village may conduct a review, make a modification, make an approval, or make a determination, the Village Manager, or their designee, is authorized to take that action in their sole discretion and to their satisfaction. The Applicant will bear all costs for compliance with its obligations in this Section 3 and elsewhere in this Ordinance, unless otherwise noted.

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Use and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Building & Life Safety (for matters within their permitting authority) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Use and of the Subject Premises must substantially comply with the Floor Plans, undated, prepared by the Applicant, and consisting of one sheet, a copy of which is attached to and, by this reference made a part of this Ordinance as Exhibit B (“Plans”).
- C. Licenses Required. All persons performing massages within the Subject Premises must have valid massage therapist licenses issued by the Illinois Department of Professional Regulation.
- D. Transfer Prohibited. The land use variation for the Proposed Use granted in Section 2 of this Ordinance is issued only to the Applicant and may not be transferred or assigned.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded on title to the Property with the Cook County Clerk’s Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the O-T District and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village Code.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force

and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village President and Board of Trustees in the manner required by law; and
2. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit C attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.2 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: LOT 1 IN THE MANSIONS OFFICE AND COMMERCIAL CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 27 AND 28 IN THE MANSIONS, BEING A SUBDIVISION OF PARTS OF LOTS 7, 8, 9, AND 10 IN MEIER BROTHERS SUBDIVISION IN THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF VACATED SEEGER'S ROAD, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1995, AS DOCUMENT 95146996, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR PARKING AND VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, UPON AND ACROSS THAT PORTION OF BLACKTOP DRIVEWAY AND PARKING AREA AND THE FRAME GARAGE ENCLOSURE, ALONG WITH ACCESS TO THE SIGN LOCATED ON LOT 2 AFORESAID SUBDIVISION CREATED BY EASEMENT AND MAINTENANCE AGREEMENT RECORDED AS DOCUMENT 95147340.

Commonly known as: 825 E. Golf Road, Suite 1530, Arlington Heights, Illinois.

PIN: 08-15-104-047

EXHIBIT B

FLOOR PLANS

(attached)

825 E Golf Rd Ste 1530
Arlington Heights, IL 60005

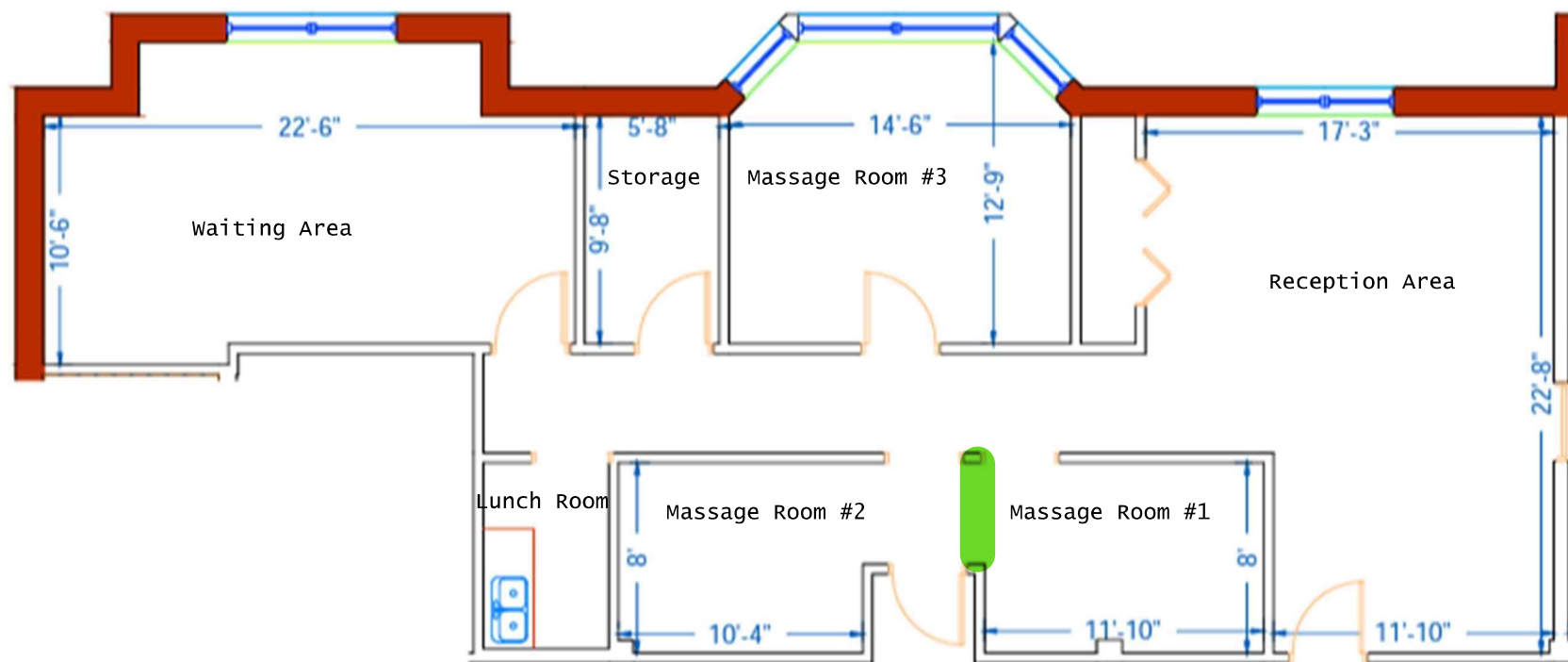


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Arlington Heights, Illinois (“*Village*”):

WHEREAS, Opal Massage Therapy LLC (“*Applicant*”) is a tenant of a portion of that certain property owned by L. Moats, L.L.C. (“*Owner*”) located in the O-T Office Transitional District (“*O-T District*”), commonly known as 825 E. Golf Road, Arlington Heights, Illinois (“*Property*”); and

WHEREAS, the Applicant currently operates a massage therapy facility in Mount Prospect, and is desires to open a new massage therapy facility (“*Proposed Use*”) on the Property within Suite 1530, which consists of approximately 1,755 square feet (“*Subject Premises*”); and

WHEREAS, Ordinance No. 2024-_____, adopted by the Village President and Board of Trustees on _____, 2024 (“*Ordinance*”), grants a land use variation to the Applicant for the operation of the Proposed Use in the Subject Premises on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant file, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner and the Applicant do hereby agree and covenant as follows:

1. The Owner and the Applicant hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the land use variation for the Property or its adoption of the Ordinance, and that the Village’s approval does not, and will not, in any way, be deemed to insure the Owner and the Applicant against damage or injury of any kind and at any time.
4. The Owner and the Applicant hereby agree to jointly and severally hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the land use variation for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2024

ATTEST: L. MOATS, L.L.C.

By: _____

By: _____

Its: _____

Its: _____

ATTEST: OPAL MASSAGE THERAPY LLC

By: _____

By: _____

Its: _____

Its: _____



Village Board
3/18/2024

Item: Ordinance Amending Chapters 8 and 19 re: hours for collection of solid waste

Department: Village Manager's Office

An Ordinance Amending Chapters 8 and 19 of the Municipal Code Regarding the Collection of Solid Waste

At the March 4th meeting the Village Board adopted an ordinance amending noise regulations as discussed at the February 12th COW meeting. Since that time, Staff has discovered an oversight in the new ordinance where it treats commercial areas not near residential property in the same way as commercial areas near residential areas when it comes to solid waste pick-up. There was no intent to place greater regulations on commercial areas not near residential areas. Prior to the new ordinance solid waste could be picked up as early as 4am.

Staff recommends adoption of a clean-up ordinance. Section 3 of the proposed ordinance that reinstates the hours for solid waste collection that previously existed and retains the extended Al Fresco collection hours. Sec. 2 removes solid waste collection from the noise regulations (since haulers may only collect during permitted hours) and adds a cross-reference to permitted hours of collection. If a waste hauler operates outside permitted hours, staff may issue a violation for Sec. 19-118 of the Village Code.

Staff recommendation:

Approval of an Ordinance Amending Chapters 8 and 19 of the Municipal Code Regarding the Collection of Solid Waste

ATTACHMENTS:

Description	Type
Ordinance Amending Chapters 8 and 19	Ordinance

AN ORDINANCE AMENDING CHAPTERS 8 AND 19
OF THE MUNICIPAL CODE OF THE VILLAGE OF ARLINGTON HEIGHTS
REGARDING NOISE REGULATIONS AND HOURS OF COLLECTION FOR SOLID WASTE

WHEREAS, the Village of Arlington Heights is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, pursuant to Chapter 8 of the Municipal Code of Arlington Heights, Illinois, 1995, as amended ("*Village Code*"), the Village sets forth rules and regulations relating to the safety, morals, and welfare of the Village and its residents; and

WHEREAS, pursuant to Chapter 19 of the Village Code, the Village sets forth rules and regulations relating to the health and sanitation of the Village and its residents; and

WHEREAS, the President and Board of Trustees desire to amend Chapters 8 and 19 of the Village Code to update and clarify the Village's regulations with respect to noise and the collection of solid waste; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to amend Chapters 8 and 19 of the Village Code pursuant to this Ordinance;

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

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

SECTION 2. NOISE REGULATIONS. Section 8-1605, titled "Noises Prohibited," of Chapter 8, titled "Public Safety, Morals and Welfare," of the Village Code is hereby amended further to read as follows:

"Section 8-1605 Noises Prohibited. The following acts are declared to be per se violations of Section 8-1604 of this Code:

* * *

- g. Loading or unloading merchandise, materials, and equipment, ~~and collection of solid waste~~. The creation of noise in connection with the loading or unloading of any vehicle, ~~including, without limitation,~~ other than the collection of solid waste, at a place of business or residence between the hours of 10:00 p.m. and 7:00 a.m. of the following day; provided, however, in the downtown Arlington Alfresco area during the months of May through September prohibited hours are between 10:00 p.m. and 6:00 a.m. of the following day. **Permitted hours of collection for solid waste are set forth in Section 19-118 of this Code.**

* * *

Additions are bold and double-underlined; ~~deletions are struck through.~~

SECTION 3. HOURS OF COLLECTION. Section 19-118, titled “Hours of Collection,” of Article I, titled “Garbage and Refuse,” of Chapter 19, titled “Health and Sanitation,” of the Village Code is hereby amended further to read as follows:

“Sec. 19-118 Hours of Collection.

a. Residential. Collection of all solid waste in residential areas shall be conducted between the hours of 7:00 a.m. and ~~6~~ 10:00 p.m.

b. Commercial. Commercial customers may be served by solid waste collectors between the hours of 4:00 a.m. and 9:00 p.m., except in areas adjacent to residentially zoned property, in which case refuse shall be collected between the hours of 7:00 a.m. and 6:00 p.m.; provided, however, in the downtown Arlington Alfresco area during the months of May through September collection hours are between 6:00 a.m. and 10:00 p.m.”

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024.

Village President

ATTEST:

Village Clerk

Additions are bold and double-underlined; ~~deletions are struck through.~~



**Village Board
3/18/2024**

Item: Resolution - ILETSB Recruitment and Retention Grant

Department: Police

The Arlington Heights Police Department submitted for, and was awarded, a grant through the Illinois Law Enforcement Training and Standards Board (ILETSB) for the purposes of recruiting and retaining law enforcement officers in the amount of \$292,501.00. The terms of the grant is 2 and 1/2 years, expiring on June 30, 2026.

Law enforcement recruitment and retention has faced serious challenges and obstacles on both the national and local levels. During recent years, significant events in law enforcement have rapidly changed the perception of the law enforcement profession and evolved community expectations of modern-day policing. The rapid evolvement of public perception and additional responsibilities of law enforcement officers have contributed to a decreasing trend in the number of qualified applicants and increase in the number of retirements and resignations.

The Arlington Heights Police Department continues to seek innovative ways to attract the most qualified candidates to become part of our community's public safety team and retain such candidates for a long and successful career. The grant supports efforts in these areas through funding for programs and initiatives which promote recruitment, increase workforce diversity, improve the quality-of-life for officers, and provide opportunities for career development. Aligning with the Police Department's mission and prioritization of these areas, the grant provides an opportunity to expand and implement new programs which address emerging staffing challenges through a proactive approach to recruitment and retention.

Recommendation

The Arlington Heights Police Department recommends the Village Board approve the resolution and authorize the Village Manager to enter into an agreement with the Illinois Law Enforcement Training and Standards Board (ILETSB) Grant - Recruitment and Retention in the amount of \$292,501.00 (non-matching).

ATTACHMENTS:

Description

Resolution - ILETSB Recruitment and Retention

ILETSB Grant Agreement

Type

Resolution

Agreement

A RESOLUTION ACCEPTING A
ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD RECRUITMENT
AND RETENTION GRANT

WHEREAS, the Village of Arlington Heights has been selected as a recipient of a grant administered through the Illinois Law Enforcement Training and Standards Board for the purpose of hiring and retaining law enforcement officer in the State of Illinois,

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

SECTION ONE: That the Village Board hereby approves the acceptance of the Illinois Law Enforcement Training and Standard Board grant in the amount of \$292,501.00 to be expended by June 30, 2026.

SECTION TWO: That the Village Board authorizes the Village Manager to enter into a grant agreement with the Illinois Law Enforcement Training and Standards Board – State of Illinois for the Recruitment and Retention Grant.

SECTION THREE: That the Village agrees that the funds from the grant shall be utilized toward for the purpose of recruiting and retaining law enforcement officers.

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

AYES:

NAYS:

PASSED AND APPROVED this 18th day of April 2024.

Village President

ATTEST:

Village Clerk



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Illinois Law Enforcement Training Standards Board
AND
Village of Arlington Heights**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Arlington Heights (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Illinois Law Enforcement Training Standards Board]

By: _____

Signature of [Head of Grantor], [Title]

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

[Village of Arlington Heights]

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 11/15/2023 and expires on 06/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds shall not exceed \$292,501.00, of which are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-3150 and the CSFA Name is FY24 Officer Recruitment and Retention Grant Program - Fall. If applicable, the State Award Identification Number (SAIN) is 20240402.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and SA2FJCC7CXS2 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366005774 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: .

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for

immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
- (d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
- (e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
- (f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.
- (h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).
- (j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies

with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with

2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included

in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. **Budget**. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions**. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification**. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods**. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and

method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that

procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in

the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS**

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and

administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. **Audits.** Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial

statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2),

Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be

requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to

enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s)

controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The purpose of this program is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.

EXHIBIT B

DELIVERABLES OR MILESTONES

Not applicable.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Lennora Burnom

Title: Grant Administrator

Address: 500 S. 9th Street, Springfield, IL 62701

GRANTEE CONTACT

Name: Joseph Wentzel

Title:

Address: 33 S. Arlington Heights Road , Arlington Heights, IL 60005

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Lennora Burnom	Name:
Title: Grant Administrator	Title:
Address: 500 S. 9th Street, Springfield, IL 62701	Address:
Phone: 217-720-6354	Phone:
TTY#: 866-740-3933	TTY#:
E-mail Address: ptb.grants@illinois.gov	E-mail Address:

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

In completing quarterly reports, you will be asked to respond to financial and progress inquiries similar to the following:

Fiscal Information:

- Total Award Amount
- Previously Reported Expenses
- Expenses THIS Period
- Total Spent to Date
- Award Percent Expended
- Remaining Award Amount

Performance analysis:

- Is your performance to date consistent with the expected actions for the objective?
- Do you believe you are on schedule with your goals of meeting the objective?
- Do you believe that the steps taken in the last quarter will support the objective?
- What steps did you take during this reporting period towards the objective?
- What steps have you taken previously toward the objective?
- What steps do you plan to take in the future toward the objective?

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Not applicable.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

During the two-year period of performance, quarterly reports are required of all grantees. Failure to provide these reports may result in a penalty requiring corrective action. 44 Ill. Adm. Code 7000.80

These reports shall be due on the first of January, April, July, and October through the period of performance and until such time as a close-out report is submitted.

The Final / Close-out report is due within 60 days after (a) the final action of performance under this agreement, or (b) termination.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Any award that includes the distribution of grant funds for recruitment or retention bonuses, stipends, or other similar payments directly to law enforcement officers, must include a provision that ensures the officer remains an employee for a specific period. If the officer fails to remain an employee for this required period, the agency must have some form of recovery in place to ensure the funds are utilized in accordance with the program’s objectives.



Village Board
3/18/2024

Item: Ford Auxiliary Parking Lot - 580 W. University Dr. - PC#23-016

Department: Planning & Community Development Department

Requested Action

1. Amendment to Land Use Variation Ord. 01-057 to allow storage of non-passenger vehicles.

Variations Required

No variations.

Recommendation

A public hearing was held by the Plan Commission on February 28, 2024 where Commissioner Ennes moved and Commissioner Cherwin seconded, a motion to recommend to the Village Board of Trustees, approval of PC#23-016, an Amendment to Land Use Variation Ord. 01-057 to allow storage of non-passenger vehicles/

This recommendation is subject to the following conditions:

1. Parking of non-passenger vehicles shall only be allowed on Spaces 1 through 50 and Space 176 as identified on the attached exhibit. All remaining spaces on the subject property shall be designated for passenger vehicles only.

2. Vehicles shall not be parked in drive aisles to maintain emergency access and circulation through the site.

3. The petitioner shall submit a permit application to the Building & Life Safety Department for the parking lot seal coating and restriping work that has already occurred on the subject property. This application shall be received prior to this petition appearing before the Village Board, and the petitioner shall obtain the permit no less than 3 months after Village Board approval of this petition.

4. If continued parking of vehicles on grass is observed by the Village upon

approval of this petition, Ford shall be required to construct the land-banked parking as generally outlined in Ord. 01-057 within 90 days of any such request by the Village.

5. All passenger or non-passenger vehicles stored on the subject property shall be awaiting service by Arlington Heights Ford or be excess Arlington Heights Ford vehicle inventory. Parking spaces on the subject property shall not be leased to or used for general vehicle storage by outside entities.

6. All passenger or non-passenger vehicles stored on the subject property shall be in working order, not visibly damaged or inoperable. Vehicles needing body work or engine repair shall not be stored on the subject property.

7. The petitioner shall provide a landscape plan that demonstrates screening of the parking lot from view of W. University Drive. Screening shall be a minimum of 3-feet in height and consist of a mix of plant material with varying height, including shrubs, perennials, and ornamental trees. Landscaping in compliance with this condition shall be installed no later than September 30, 2024.

Roll Call Vote: Commissioners Ennes, Cherwin, Green, Jensen, Lorenzini, Sigalos, Warskow, and Chair Dawson voted in favor. Motion carried.

ATTACHMENTS:

Description	Type
Staff Report	Board or Commission Report
PC Minutes 2/28/24	Minutes
Project Narrative	Exhibits
Aerial	Exhibits
Plat of Survey	Exhibits
Parking Lot Layout	Exhibits
Department Comments - Round 1	Exhibits
Department Comments - Round 1	Exhibits
Petitioner Response	Exhibits
Department Comments - Round 2	Exhibits



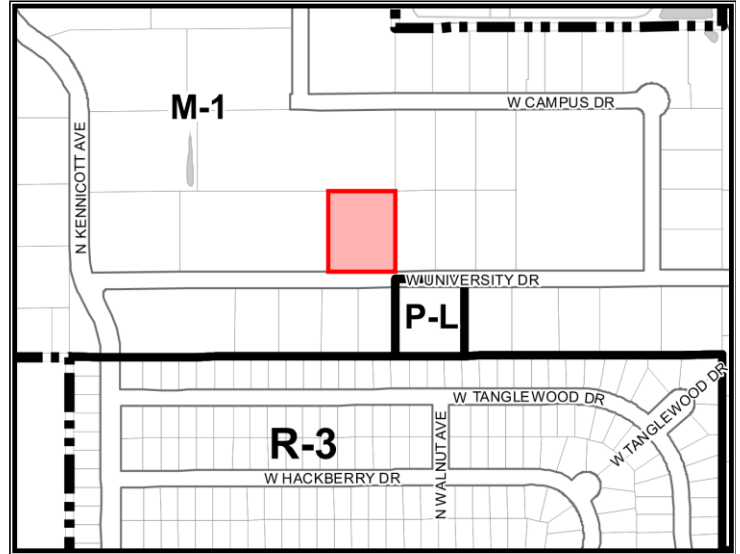
VILLAGE OF ARLINGTON HEIGHTS STAFF DEVELOPMENT COMMITTEE REPORT

PC File Number: PC 23-016
Project Title: Ford Auxiliary Parking Lot LUV
 Amendment
Address: 580 W. University Dr.
PIN: 03-07-200-055

To: Plan Commission
Prepared By: Dan Osoba, Planner I
Meeting Date: February 28, 2024
Date Prepared: February 23, 2024

Petitioner: John Guido Jr.
 Arlington Heights Ford
Address: 801 W. Dundee Rd.
 Arlington Heights, IL 60004

Existing Zoning: M-1: Research, Development, and
 Light Manufacturing District
Comprehensive Plan: R&D, Mfg., Warehousing



SURROUNDING LAND USES

Direction	Existing Zoning	Existing Use	Comprehensive Plan
Northeast	M-1: Research, Development, and Light Manufacturing District	Multi-tenant light industrial building	R&D, Mfg., Warehousing
Northwest	M-1: Research, Development, and Light Manufacturing District	Multi-tenant light industrial buildings	R&D, Mfg., Warehousing
Southeast	M-1: Research, Development, and Light Manufacturing District	Solar panel power generation field	R&D, Mfg., Warehousing
Southwest	M-1: Research, Development, and Light Manufacturing District	Vitamin/Supplement manufacturer (Carlson Labs)	R&D, Mfg., Warehousing

Requested Action:

1. Amendment to Land Use Variation Ord. 01-057 to allow storage of non-passenger vehicles.

Variations Required:

- No variations.

Project Background:

The subject property is occupied by a surface parking lot including 176 parking stalls. There is one entrance into/out of the site, which comes from a curb cut onto University Drive at the southwestern portion of the subject property and is access controlled by a gating system. The surface parking lot on the site is completely enclosed with a six-foot tall fence on all four sides.

The subject property was purchased by the Village in 2001 as part of a larger land purchase within the industrial park located on the northwest side of the Village. At that time, Arlington Heights Ford was experiencing a high volume of motor vehicle inventory. The Village subdivided the subject property so that the parking lot was located on its own separate lot and leased the site to Arlington Heights Ford for use as an auxiliary storage lot for passenger vehicles. The Village subsequently sold the lot to Arlington Heights Ford. It is important to note that prior to leasing the site to Arlington Heights Ford, a Land Use Variation had to be granted to the subject property which restricted vehicle storage on the site to passenger vehicles only.

In March of 2023, Arlington Heights Ford was issued a citation due to the storage of non-passenger vehicles on the subject property (see pictures below). In discussing the matter with Arlington Heights Ford, they have stated that they process and complete a high volume of vehicle repairs for local commercial truck fleets, such as for ABC Plumbing and Amazon. Trucks awaiting repairs have been stored within the parking lot on the subject property where it is not permitted.



Zoning and Comprehensive Plan

The subject property is zoned M-1, Research, Development, and Light Manufacturing Business. Auto storage lots are not permitted in the M-1 District, however, as previously mentioned this property received a Land Use Variation in 2001 (Ord. 01-057) to allow for the storage of passenger vehicles. The request to allow non-passenger vehicles (trucks, vans, busses, etc.) requires an amendment to the previously granted Land Use Variation.

The petitioner provided a written response, explaining how the property will conform to the Land Use Variation approval criteria. Staff concurs with the petitioner's responses:

- **The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.**
 - The petitioner acknowledges that their facility will not alter the character of the locality with the allowance of non-passenger vehicles to be stored on the property. The storage of all non-passenger vehicles is proposed at the rear of the property and would not be visible from W. University Drive.
- **The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.**
 - The petitioner acknowledges that the proposed expansion of business operations to include non-passenger vehicle storage was due to the circumstances of the COVID pandemic. This was a way to retain the business by expanding service operations and bring in numerous commercial accounts.
- **The proposed variation is in harmony with the spirit and intent of this Chapter.**
 - The petitioner acknowledges that their facility will comply with all requirements of Chapter 28. The petitioner has made efforts to bring the property into compliance with Chapter 28 by adding sod and resurfacing the parking lot.
- **The variance requested is the minimum variance necessary to allow reasonable use of the property.**
 - The petitioner acknowledges that this requested amendment to the Land Use Variation is the minimum variance necessary to allow reasonable use of the property and continue the use of the property.

The Comprehensive Plan classifies this property as appropriate for R&D, Manufacturing, and Warehousing. The storage of trucks and commercial vehicles on the site is generally compatible with the uses in the vicinity, however, additional screening and restrictions on this land use are necessary to mitigate for any possible negative impacts from this use. The petitioner has identified 51 of the 176 parking spots for non-passenger vehicles at the rear of the property. This amounts to approximately 29% of the total spaces on-site and is a reasonable limit to retain the character of the current business operations and existing land use variation.

Conceptual Plan Review Committee

On May 10, 2023, the petitioner appeared before the Conceptual Plan Review Committee (CPRC) for a preliminary review of the Land Use Variation amendment request. The CPRC was generally favorable towards the request and had questions and/or concerns relative to how larger vehicles are stored and screened on-site, landscaping maintenance, whether vehicles stored on-site were operable or visibly damaged, and whether parking spaces were being leased to third-party entities unrelated to Ford. The petitioner

acknowledged that they had previously allowed third-party vehicles to be stored on the lot, but have since terminated these agreements. The petitioner also acknowledged that landscaping on the site could be improved to better screen the property from W. University Drive.

Building, Site and Landscaping

The petitioner is not proposing any changes to the exterior of the site other than two sheds on the property, which were removed shortly after this application was received. There are no permanent structures on the site. Landscaping provided on-site shall comply with Chapter 28, Section 6.15.1.2a, which requires that paved service areas shall be effectively screened from adjacent public ways by screening at least three feet high. A landscape plan was not provided by the petitioner that demonstrates compliance with this section; therefore, a condition of approval has been recommended by staff

Building & Life Safety Department comments were received during SDC review that outline all drive aisles must remain clear and accessible to maintain circulation and access for emergency vehicles. The petitioner has indicated that all drive aisles will be clear during business operations and vehicles will be parked only in striped parking spaces. A condition of approval has been recommended by staff to ensure property owner compliance with this requirement.

Comments were received during SDC review after a site visit from Engineering Division staff regarding site work completed on the property, including parking lot surface seal coating and restriping, that was done without a permit. The Engineering Division required that the petitioner submit an after-the-fact permit to the Building & Life Safety Department for staff review. A condition of approval has been recommended by staff to ensure all work completed on the property is properly reviewed by the Village, permitted and inspected.

Vehicles stored on-site by the petitioner have been observed parking on grass areas within the property on multiple occasions. This grass area had become deteriorated and the petitioner has recently restored it with new sod. There is an existing plan for landbanked parking approved as part of the original Land Use Variation (Ord. 01-057). This considers the need for additional parking if the 176 spaces are deemed too few to accommodate peak parking demand. A condition of approval has been recommended by staff that would require this landbanked parking to be implemented if continued parking occurs on the grass.

Parking and Loading:

There are no buildings or floor area on the subject property; therefore, no traffic and parking study is required with this application.

RECOMMENDATION

The Staff Development Committee (SDC) reviewed the proposed amendment to Land Use Variation Ord. 01-057 to allow storage of non-passenger vehicles, and recommends **APPROVAL** of the application, subject to resolution of the following:

1. Parking of non-passenger vehicles shall only be allowed on spaces 1 through 50 and space 176 as identified on the attached exhibit. All remaining spaces on the subject property shall be designated for passenger vehicles only.
2. Vehicles shall not be parked in drive aisles to maintain emergency access and circulation through the site.
3. The petitioner shall submit a permit application to the Building & Life Safety Department for the parking lot seal coating and restriping work that has already occurred on the subject property. This application

shall be received prior to this petition appearing before the Village Board, and the petitioner shall obtain the permit no less than 3 months after Village Board approval of this petition.

4. If continued parking of vehicles on grass is observed by the Village upon approval of this petition, Ford shall be required to construct the landbanked parking as generally outlined in Ord. 01-057 within 90 days of any such request by the Village.
5. All passenger or non-passenger vehicles stored on the subject property shall be awaiting service by Arlington Heights Ford or be excess Arlington Heights Ford vehicle inventory. Parking spaces on the subject property shall not be leased to or used for general vehicle storage by outside entities.
6. All passenger or non-passenger vehicles stored on the subject property shall be in working order, not visibly damaged or inoperable. Vehicles needing body work or engine repair shall not be stored on the subject property.
7. The petitioner shall provide a landscape plan that demonstrates screening of the parking lot from view of W. University Drive. Screening shall be a minimum of 3-feet in height and consist of a mix of plant material with varying height, including shrubs, perennials, and ornamental trees. Landscaping in compliance with this condition shall be installed no later than September 30, 2024.

February 23, 2024

Michael Lysicatos, Assistant Director of Planning & Community Development

Cc: Randy Recklaus, Village Manager
All Department Heads

APPROVED

PLAN

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

COMMISSION

RE: FORD AUXILIARY PARKING LOT - 580 WEST UNIVERSITY DRIVE - PC #23-016
AMENDMENT TO LAND USE VARIATION 01-057 FOR NON-PASSENGER VEHICLE
PARKING

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 28th day of February, 2024 at the hour of 7:30 p.m.

MEMBERS PRESENT:

SUSAN DAWSON, Chairperson
LYNN JENSEN
MARY JO WARSKOW
JOE LORENZINI
BRUCE GREEN
TERRY ENNES
JOHN SIGALOS
JAY CHERWIN

ALSO PRESENT:

SAM HUBBARD, Development Planner
DAN OSOBA, Planner I

APPROVED

CHAIRPERSON DAWSON: I have a call to order. Let's stand for the pledge.

(Pledge of Allegiance recited.)

CHAIRPERSON DAWSON: All right, let's do roll call.

MR. OSOBA: Commissioner Cherwin.

COMMISSIONER CHERWIN: Here.

MR. OSOBA: Commissioner Dorst, Drost, sorry.

(No response.)

MR. OSOBA: Commissioner Ennes.

COMMISSIONER ENNES: Yes.

MR. OSOBA: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. OSOBA: Commissioner Jensen.

COMMISSIONER JENSEN: Yes.

MR. OSOBA: Commissioner Lorenzini.

COMMISSIONER LORENZINI: Here.

MR. OSOBA: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. OSOBA: Commissioner Warskow.

COMMISSIONER WARSKOW: Here.

MR. OSOBA: And Chair Dawson.

CHAIRPERSON DAWSON: Here.

All right, first item of the agenda is approval of minutes. We have the Opal Massage Therapy and 1821 North Verde Subdivision.

COMMISSIONER WARSKOW: I'll make such a motion.

COMMISSIONER ENNES: I'll second it.

CHAIRPERSON DAWSON: All right, all in favor?

(Chorus of ayes.)

COMMISSIONER JENSEN: I have to recuse myself. I wasn't in attendance.

CHAIRPERSON DAWSON: You're abstaining?

COMMISSIONER JENSEN: Abstaining, yes.

CHAIRPERSON DAWSON: Yes, I'm abstaining as well. I also was not in attendance.

All right, so with that, we've got our first or our only petition on the agenda. Our Petitioner is here? Why don't you come on up? Who, will both of you be speaking? I'll swear you both in at the same time.

MR. GUIDO: We will.

CHAIRPERSON DAWSON: First of all, let me ask, have all public notices been given?

MR. OSOBA: Yes.

CHAIRPERSON DAWSON: Okay, great.

(Witnesses sworn.)

CHAIRPERSON DAWSON: Terrific.

If you could state your name, spell your last name for us for the record before you speak, and then go ahead and give us your presentation.

APPROVED

MR. GUIDO: My name is John Guido, G-u-i-d-o, it's Jr.

MS. SMITH: And my name is Cassie Smith, S-m-i-t-h.

CHAIRPERSON DAWSON: Terrific, thank you.

MR. GUIDO: So, we're here today to talk about our land use amendment for our property that was owned by the Village at one point in time and then transferred over to Arlington Heights Ford as an auxiliary parking lot. In that transition over to us, the verbiage had that it was going to be for additional passenger vehicle parking. As our business grew, we needed more spots to park vehicles, and what we're using it for is more commercial type vehicles. So, the bigger trucks are going over there and that's why we're looking to get that changed in the verbiage.

CHAIRPERSON DAWSON: Okay, do you have any other, because otherwise we'll go right to Staff presentation. Do you have, you do have a presentation?

MS. SMITH: We want to go through the five --

CHAIRPERSON DAWSON: Okay, sorry. It looked to me like you were done. Okay, here we go.

MS. SMITH: Yes, so this kind of breaks down our requested action. We're requesting to use 51 spots in total on this storage for commercial parking. The commercial vehicles that will be parked on the lot will be a combination of commercial vehicles for sale as well as some potential overflow of commercial vehicles we're working on in service. With the parts shortage and things like that, sometimes there's a five to seven-day delay on parts showing up, and then the service vehicles will be parked in average again of maybe five days on the lot, that's kind of being a little excessive, if we're waiting for parts.

I included a photo of that lot with numbered parking. So, the requested parking are the three parking rows against the very back fence which would be the top of that photo with the drive past being the bottom of the photo. That way we keep them out of public view as passers by are going by. The remainder of the parking lot will be for our passenger vehicles for sale.

There were some recommendations from the different sites that we had to request, and then these were just the things that were left that had not yet been handled. So, I mentioned that parking only allowed in Spaces 1 through 50 and Space 176 as numbered on the previous photo, we do agree to this term. We will not be parking vehicles in the center aisles as requested. They mentioned in case of fire or anything like that, vehicles had to be driven through. We do keep those aisles empty in the center.

We do currently have a post-work permit request in for the seal coating and restriping of the lot as the company that did that did not apply for a permit, and we were unaware that there was permit required for the striping. So, we've got that in already.

We added sod into the grass area towards the side of the parking lot. We do not, we have not and will not be parking there since it has been fixed. Then the vehicles again on the lot, as requested, will only be in stock units or vehicles awaiting service as needed. We will not be leasing any spots to outside entities.

Continued recommendations. All of the vehicles temporarily stored on this lot will be in working order. We have a separate location for our body shop in Wheeling because that was mentioned as a concern. That's the old Stasek Chevrolet Store, and that's where all of our body work gets done.

The landscaping currently covers the view of the lot except for the west side of the driveway. So, there is a little corner of that gate that's not covered with the

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required shrubs. We do plan on having those installed in springtime once the weather obviously brightens up a little bit.

Then just closing remarks. We need to get the lot amendment approved so we can utilize it as needed. We're also looking forward to our continued partnership with the Village because we do have some additional expansion on the horizon. But we'll be increasing traffic to the township as well as tax revenue. We've currently got another lot just, or another warehouse just behind us that we're working on rezoning with you guys as well.

CHAIRPERSON DAWSON: Okay, great. Thank you for your presentation. We can go to the -- I'm sorry. You did go through some of them, but I just want to make sure. Have you gone through all the conditions of approval and do you agree with all of them? I know that some of them were in your presentation.

MS. SMITH: We do.

CHAIRPERSON DAWSON: Okay, terrific.

All right, so let's go to Staff presentation then.

MR. OSOBA: All right, good evening, Chair and Commissioners. The property in question for this petition is located at 580 West University Drive which is in M-1 Research Development and Light Manufacturing District. Vehicle storage is not a permitted land use within M-1; however, in 2001, this property obtained a land use variation to permit the storage of passenger vehicles on the property, and the Petitioner again is before you this evening to request an amendment to this previously approved land use variation to permit the storage of non-passenger vehicles on the property.

A little bit of background on the petition here, in March 2023, Arlington Heights Ford was issued a citation due to the storage of these non-passenger commercial vehicles as shown on this slide. In discussing the citation with Arlington Heights Ford, the dealership has a high volume of vehicle repairs for commercial vehicle freights such as ABC Plumbing and Amazon. This was a way to retain the business by expanding service operations and bring numerous commercial accounts during the Covid pandemic, and that has continued since the end of that pandemic.

Then after these discussions, Arlington Heights Ford submitted a conceptual proposal to begin the process for a land use variation amendment and went to the Conceptual Plan Review Committee in May of 2023. The CPRC was generally favorable of the proposal but cited the need for vehicle storage at the rear of the property and concerns on landscape maintenance, concerns about vehicle repair and operability of those vehicles that are stored on site, and the use of parking spaces as storage specifically for Arlington Heights Ford.

This aerial shows the site and demonstrates the overall industrial context of the surrounding development along West University Drive. Additionally, this shows the rear of the property is surrounded by an industrial type land use, and one of the criteria for approval that Staff reviews for land use variation requests is whether the proposal will change the essential character of the locality and whether it can be compatible with the surrounding development. Storage of the larger non-passenger vehicles at the rear of the property would reduce visibility from West University Drive and not significantly impact the character of the surrounding development to the north.

These site photos were taken this morning, showing the site facing north from West University Drive. The photo on the left of your screen shows the public hearing sign posted on the gate, and the photo on the right shows the interior of the lot and the fencing that surrounds the parking lot. It is worth noting that it appeared that all of the vehicles that were

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parked within the lot this morning were passenger vehicles.

This is the proposed parking plan for the site overlaid with an aerial image. The 51 parking spaces designated for non-passenger vehicle parking are highlighted in red at the north end of the property, and the Petitioner agreed with Staff's assertion that the commercial vehicles should be parked at the rear to reduce the visual impacts on the adjacent street. Staff has a recommended condition of approval to limit non-passenger vehicles to the spaces specifically shown on this exhibit.

In regards to site improvements, Staff recently noticed the parking was seal coated and restriped without a permit, as was mentioned. A condition of approval had been recommended by Staff to require the Petitioner to submit a permit application prior to Village Board approval. At this time, Arlington Heights Ford has submitted a complete permit application on February 23rd which was after the Staff report and this condition was published. The permit is currently in review but has not been issued yet at this point.

In regards to landscaping, the existing landscaping along West University Drive is to be upgraded to comply with all screening requirements, and a condition of approval has been recommended by Staff to require the Petitioner to provide a landscape plan that demonstrates compliance with these requirements.

In regards to business operations, Staff noted during review that vehicles are not to be parked or stored within drive aisles to maintain circulation. Vehicles are to be stored in paved striped parking spaces only. All vehicles on the lot must be awaiting service by Arlington Heights Ford or be overflow Arlington Heights Ford vehicle inventory. Vehicles stored on site must be in working order and not visibly damaged. Staff has recommended conditions of approval to ensure site circulation and business operations are maintained to comply with these items.

Staff is recommending approval of this application subject to those seven conditions as outlined on the slide and on the motion sheet before the Plan Commission. I'm happy to answer any questions.

CHAIRPERSON DAWSON: Great.

First, do we have a motion to include the Staff report in the public record?

COMMISSIONER JENSEN: So moved.

CHAIRPERSON DAWSON: Is there a second?

COMMISSIONER CHERWIN: I second.

CHAIRPERSON DAWSON: All in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: Any objections, opposed?

(No response.)

CHAIRPERSON DAWSON: No, all right.

Let me, before we ask you direct questions, seeing only one person in the audience, can I open up, should I open up to public?

MR. GUIDO: Sure.

CHAIRPERSON DAWSON: I am opening it up to public commentary at this time. Any public comments?

(No response.)

CHAIRPERSON DAWSON: No, all right. So, I'm going to close public commentary.

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Terrific, why don't we go then, are there any questions?
Commissioner, I can start down here.

COMMISSIONER CHERWIN: Yes, I would just, I don't, I mean, it's a good project, I'm totally good with it. I guess I'd ask as long as you're here, it looks like you have a nice security fence and everything there. Have you had any security problems while you've been there? I know there have been some car dealers in the area that have run into some theft issues. Have you guys been subject to that? Has this lot been subject to that?

MR. GUIDO: Not of that lot, no. We have cameras there, but we have had it at the dealership and at Buick GMC which is our other store next door.

COMMISSIONER CHERWIN: Is it still an ongoing issue?

MR. GUIDO: The Buick GMC store had another vehicle stolen a few weeks ago.

COMMISSIONER CHERWIN: Really.

MR. GUIDO: Yes. That was recovered, but it was stolen.

COMMISSIONER CHERWIN: Is there anything that the Village you think should, or --

MR. GUIDO: I don't. I really don't think there's anyone can do to make it safer. These crews that are coming in, they're highly trained, highly armed. They know what they're doing. Just having cameras is all we can do.

COMMISSIONER CHERWIN: Are any of these like cases going, I mean are you finding the people who are doing it, or is it just kind of --

MR. GUIDO: They're going absolutely nowhere. No one is getting prosecuted. They won't go on high speed chases. I was involved in a couple of them myself when I was on property and they came, held guns. Police were chasing after them on the highway, they stopped pursuit.

COMMISSIONER CHERWIN: They just let them go?

MR. GUIDO: Let them go.

COMMISSIONER CHERWIN: Pretty good deal. All right, that's it. Thank you.

CHAIRPERSON DAWSON: Okay.

COMMISSIONER SIGALOS: I have no questions. I was at the CPRC meeting, so I, we know you went there so I have no questions.

MR. GUIDO: Thank you, John.

COMMISSIONER ENNES: I have a couple of questions. Under the conditions, for Staff, I don't understand some of the conditions we're requiring for this type of a business with this situation, in 5, 6 and 7. We're saying that they shall not, any vehicles there shall not be leased or used for general vehicle storage by outside entities. Are you talking about from other dealerships or like if part of their service is for companies like ABC or Amazon I think you said, those would seem like general vehicles from outside entities that are leased. Would those be excluded?

MR. OSOBA: No, those would not be excluded. The intent is to make sure that the vehicles that are going to be on the site are to be serviced by Arlington Heights Ford and not leased to Amazon or not leased to ABC Plumbing for storage for their vehicles indefinitely.

COMMISSIONER ENNES: So, they're not subletting spaces out to other entities?

MR. OSOBA: Correct. Correct.

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COMMISSIONER ENNES: Okay, which is kind of unusual because that original lease with, I believe with the dealerships was for Arlington Heights Ford and any other dealership that wanted to use the space, but anyways, if they're okay with that, that's fine with me.

The dealership has a body shop. Why would you preclude them from having vehicles that need body repairs?

MR. OSOBA: So, the dealership has an approval for service and not for body repairs. So, the land use approval for the actual dealership that's performing the repairs has a service approval, and that was from the original ordinance, the land use variation ordinance.

MR. GUIDO: Those are off site. It's a different site.

COMMISSIONER ENNES: So, but at the dealership, they can park cars needing repair?

MR. OSOBA: At the --

MR. GUIDO: The Ford dealership had a body shop in it for many, many years, yes.

COMMISSIONER ENNES: But you don't have that anymore?

MR. GUIDO: We do not.

COMMISSIONER ENNES: Oh, okay, my mistake.

MR. GUIDO: As of three years ago. We turned it into a commercial truck service which is why we're expanding into that building behind us.

COMMISSIONER ENNES: Yes, I know, I had body work done there years ago.

MR. GUIDO: Yes, thanks, Terry.

COMMISSIONER ENNES: Okay, and then when that lot was originally developed, as I recall, in addition to guard rails and fences and everything, that it was fully landscaped. Has that landscaping just deteriorated?

MR. GUIDO: We haven't taken anything down. It's just over time some of the bushes just died, yes.

COMMISSIONER ENNES: Died and whatnot, okay. So, the landscaping that's required, is that just along the front?

MR. OSOBA: Correct, yes. It would be the landscape screening for the parking lot along the front of West University Drive.

COMMISSIONER ENNES: Okay, that's all I have.

CHAIRPERSON DAWSON: Okay, thank you.

Commissioner Green?

COMMISSIONER GREEN: I really don't have any questions. It's nice to see no school buses there. So, that's all I was concerned with.

MR. GUIDO: Agreed.

COMMISSIONER LORENZINI: No questions.

CHAIRPERSON DAWSON: Commissioner Warskow?

COMMISSIONER WARSKOW: I don't have any questions either.

COMMISSIONER JENSEN: I don't either.

CHAIRPERSON DAWSON: All right.

Well, everything has been asked and answered from my perspective.

COMMISSIONER ENNES: So, I would make a motion.

APPROVED

A motion to recommend to the Village Board of Trustees approval of PC #23-016, an Amendment to Land Use Variation Ordinance 01-057 to allow storage of non-passenger vehicles.

This recommendation is subject to the following conditions:

1. Parking of non-passenger vehicles shall only be allowed on Spaces 1 through 50 and Space 176 as identified on the attached exhibit. All remaining spaces on the subject property shall be designated for passenger vehicles only.
2. Vehicles shall not be parked in drive aisles to maintain emergency access and circulation through the site.
3. The Petitioner shall submit a permit application to the Building & Life Safety Department for the parking lot seal coating and restriping work that has already occurred on the subject property. This application shall be received prior to this petition appearing before the Village Board, and the Petitioner shall obtain the permit no less than three months after Village Board approval of this petition.
4. If continued parking of vehicles on grass is observed by the Village upon approval of this petition, Ford shall be required to construct the land-banked parking as generally outlined in Ordinance 01-057 within 90 days of any such request by the Village.
5. All passenger or non-passenger vehicles stored on the subject property shall be awaiting service by Arlington Heights Ford or be excess Arlington Heights Ford vehicle inventory. Parking spaces on the subject property shall not be leased to or used for general vehicle storage by outside entities.
6. All passenger or non-passenger vehicles stored on the subject property shall be in working order, not visibly damaged or inoperable. Vehicles needing body work or engine repair shall not be stored on the subject property.
7. The Petitioner shall provide a landscape plan that demonstrates screening of the parking lot from view of West University Drive. Screening shall be a minimum of three feet in height and consist of a mix of plant material with varying height, including shrubs, perennials, and ornamental trees. Landscaping in compliance with this condition shall be installed no later than September 30, 2024.

COMMISSIONER CHERWIN: I'll second.

CHAIRPERSON DAWSON: Great.

So, voice vote, please. Sorry, roll call, I'm looking at the wrong cheat part of my cheat sheet. Roll call, please.

MR. OSOBA: Commissioner Ennes.

COMMISSIONER ENNES: Yes.

MR. OSOBA: Commissioner Cherwin.

COMMISSIONER CHERWIN: Yes.

MR. OSOBA: Commissioner Drost.

(No response.)

MR. OSOBA: Commissioner Green.

COMMISSIONER GREEN: Yes.

MR. OSOBA: Commissioner Jensen.

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COMMISSIONER JENSEN: Yes.
MR. OSOBA: Commissioner Lorenzini.
COMMISSIONER LORENZINI: Yes.
MR. OSOBA: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. OSOBA: Commissioner Warskow.
COMMISSIONER WARSKOW: Yes.
MR. OSOBA: Chair Dawson.
CHAIRPERSON DAWSON: Yes.

Great, so you've received a unanimous recommendation from us, but we're just a recommending body, you will be going to the Village Trustees for a final deliberation. Staff can talk to you more about when that will be, but congratulations.

MR. GUIDO: Thank you very much.
MS. SMITH: Thank you, guys.
MR. GUIDO: Appreciate it. Thanks for your help.
COMMISSIONER ENNES: Good luck.
COMMISSIONER CHERWIN: Good luck.

CHAIRPERSON DAWSON: All right, our next item on the agenda is just general public commentary. Any general public commentary?

(No response.)

CHAIRPERSON DAWSON: Seeing none, we're closing general public commentary. Any other items for the agenda this evening?

COMMISSIONER GREEN: I have a comment. We see this guy for the first time here.

MR. OSOBA: That's true, yes.
COMMISSIONER GREEN: Dan, thank you.
MR. OSOBA: Glad to be here.
COMMISSIONER CHERWIN: Welcome, Dan.
COMMISSIONER ENNES: Welcome.
COMMISSIONER JENSEN: Good job. You did an excellent job.
CHAIRPERSON DAWSON: I wasn't sure because I wasn't here last time.

So, I was like maybe I just missed something and he's been here all along.

MR. OSOBA: Not quite.
CHAIRPERSON DAWSON: Well, welcome, Dan.
MR. OSOBA: Thank you.
CHAIRPERSON DAWSON: Okay, do I have a motion to adjourn?
COMMISSIONER GREEN: I'll make that motion.
COMMISSIONER CHERWIN: I'll second.
CHAIRPERSON DAWSON: All in favor?

(Chorus of ayes.)

CHAIRPERSON DAWSON: All right, that's it. Thanks, everyone.

(Whereupon, at 7:50 p.m., the public hearing on the above-mentioned petition was adjourned.)

May 1st, 2023

Arlington Heights Ford Project Narrative

Land Use Variation Amendment

580 University Dr, Arlington Heights, IL 60004

Arlington Heights Ford is requesting to amend the land use agreement on the lot on University Drive. We utilize our second lot for overflow service traffic. With the shortages of parts and vehicles since COVID hit we have to park commercial vehicles on this lot when they are waiting for parts. The average time for parking for service vehicles on this lot is about 3-4 days.

We are also in the process of becoming a Ford Pro dealership for commercial vehicles. This will drive an excessive amount of commercial traffic to our store for parts and service as we will be one of the few big commercial Ford dealers in the state. Which, in turn, will drive more traffic and business through Arlington Heights. Due to this upcoming change, we will need these spaces on our lot for parking.

We would like to park these vehicles in the back 4 rows of the parking lot (farthest spots from the street). This covers about 80 spots. We have an aerial photo of the lot labeled with the requested spots for commercial service vehicles. We will also be using spots in the future for new commercial vehicles that we have to offer for sale once inventory starts normalizing.

There have been some concerns we have recently addressed to verify parking occurs in the designated areas on the lot. We have had a meeting with all of our employees and ensured that we are utilizing the space as promised. We have not only put sod in as well as paved this lot to keep it up and make it aesthetically pleasing. We have every intention of ensuring we are abiding by our agreement with the village pertaining to this lot.

We appreciate the committees help and continued support on this matter.

Sincerely,

John Guido Jr.

Dealer Operator

Arlington Heights Ford

847-812-0038-

May 1st, 2023

Arlington Heights Ford

Justification for Land Use Variation

580 University Dr, Arlington Heights, IL 60004

We will not alter the essential character of the locality should this lot be approved for the land use variation. In fact, since we initially started the process of zoning we have had the lot re-paved and have had sod installed to ensure that it looks good for the local neighbors as well as our own employees and customers that drive by it.

We faced unique circumstances due to COVID with inventory and parts shortages. In order to overcome this challenge we managed to keep our business alive and well by bringing in numerous commercial accounts for service. We exceeded our expectation with that and because of how many commercial accounts (including the village) that we are currently working with we need to occasionally utilize our second lot to park some of these vehicles for a day or two (a week at most) while we are waiting for parts. Unfortunately, the shortage of parts is still an issue (for the time being). The inventory shortage of vehicles is starting to level out. Therefore, we have been receiving additional inventory and we will need to start utilizing this lot to park our vehicles. We are becoming a commercial store with Ford, so some of the vehicles that we will park on that lot will be commercial vehicles for sale when our inventory significantly increases.

Our request for the land use amendment is the minimum variance necessary to allow us reasonable use of this property.

Sincerely,

John Guido Jr.

Dealer Operator

Arlington Heights Ford

847-812-0038



170 171 172 173 174 175



Village of Arlington Heights Building & Life Safety Department

Interoffice Memorandum

To: Jorge Torres, Director of Building & Life Safety

From: Elliot Eldridge, Assistant Building Official, Building & Life Safety Department

Subject: 580 W University Dr. – PC 23-016 (Ford Aux. Parking Lot LUV Amendment)

Date: November 1, 2023

General Comments:

1. Dimensionally, demonstrate fire vehicle emergency access / circulation through the site. The plans do not appear to conform to this requirement.
2. Dimension gate securing the fire apparatus access roads. No details provided on gate sizes.

Note: "A transmittal letter detailing all the changes from the initial review will be required for any additional reviews"



Arlington Heights Fire Department

David Roberts, Division Chief

droberts@vah.com

Telephone 847/368-5457 • Facsimile 847/368-5995

P.C. Number 23-016
Project Name Ford Aux Parking Lot LUV Amendment
Project Location 580 W University Dr
Planning Department Contact Sam Hubbard

October 30th, 2023

The Fire Department has no comments on this project.

HEALTH SERVICES DEPARTMENT

6

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 23-016

Petitioner: Arlington Heights Ford
580 W. University Dr.Owner: John Guido Jr
T.G. 801Contact Person: John Guido Jr
Address: 801 W. Durdan Rd.Arlington Heights IL 60004
Phone #: 847-812-0038Fax #: _____
E-Mail: jguidojr@aah-ford.com

P.I.N.# _____

Location: 580 W. University Dr

Rezoning: _____ Current: _____ Proposed: _____

Subdivision: _____

of Lots: _____ Current: _____ Proposed: _____

PUD: _____ For: _____

Special Use: _____ For: _____

Land Use Variation: ☒ For: ParkingCommercial Vehicles

Land Use: _____ Current: _____

Proposed: _____

Site Gross Area: _____

of Units Total: _____

1BR: _____ 2BR: 3BR: 4BR: _____

(Petitioner: Please do not write below this line.)

1. GENERAL COMMENTS:No Comments.
Environmental Health Officer10-30-23

Date


for10/30/23

Direc

Date

PLAN COMMISSION PC #23-016
Ford Auxiliary Lot
580 W University Dr
Round 1

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.
12. The project narrative references that the parking lot was paved and the application includes the May 9, 2023 Parking Lot Improvement Contract from Fortis Ground Werks, Inc. The Village of Arlington Heights Building and Life Safety Department do not have record of a permit application for the resurfacing of the lot. An after-the-fact permit application must be submitted to document the resurfacing and striping that has taken place. Permit fees for work completed without a permit will be doubled, and citations could also be issued. The applicant shall accept this understanding.
13. Vehicles shall not be parked in the drive aisles to maintain emergency access and circulation through the site at all times.

	11-15-23
Michael L. Pagones, P.E. Village Engineer	Date

ARLINGTON HEIGHTS POLICE DEPARTMENT

Community Services Bureau

DEPARTMENT PLAN REVIEW SUMMARY

Ford Parking Lot
580 W University Dr.

Round 1 Review Comments

1. Character of use:

The character of use is consistent with the area and is not a concern.

2. Are lighting requirements adequate?

Lighting should be up to Village of Arlington Heights code. The exterior of the building should be illuminated especially during nighttime hours for safety, to deter criminal activity and increase surveillance/visibility- potentially reducing theft, trespassing, vandalism, underage drinking, and other criminal activity.

3. Present traffic problems?

There are no traffic problems at this location.

4. Traffic accidents at particular location?

This is not a problem area in relation to traffic accidents.

5. Traffic problems that may be created by the development.

This development should not create any additional traffic problems.

6. General comments:

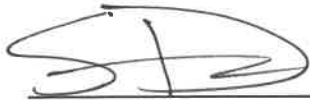
- Please ensure that there is an emergency information/contact card on file with the Arlington Heights Police Department and that it is up-to-date. Agent contact information must be provided to the Arlington Heights Police Department during all construction phases. The form is attached. Please complete and return. This allows police department personnel to contact an agent during emergency situations or for suspicious/criminal activity on the property during all hours.

- Landscaping should provide open sightlines to increase natural surveillance and avoid creating ambush locations and havens for illegal activities- theft, trespassing, vandalism, underage drinking, drug use, etc.

-CCTV is an essential part of CPTED and is highly recommended for this parking lot. Signage indicating the use of video surveillance and monitoring is also highly recommended in conjunction with CCTV.

- Consider posting no trespassing / loitering/ no un-authorized use signage. The Arlington Heights Police Dept. has and utilizes trespass warning forms under qualifying circumstances when requested by property management.

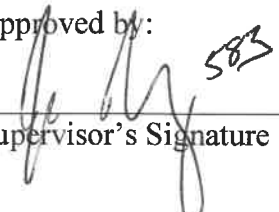
- Access control should be considered a priority with this project to deter theft and other criminal activity.



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Steven Dinov, Problem Oriented Policing Coordinator
Community Services Bureau

Approved by:



583

Supervisor's Signature

PETITIONER'S APPLICATION - ARLINGTON HEIGHTS PLAN COMMISSION

Petition #: P.C. 23-016

Petitioner: Arlington Heights Ford
580 W. University Dr.
Arlington Heights IL 60004
 Owner: John Guido JR
J T.G. 801

Contact Person: John Guido JR
 Address: 801 W. Dundee Rd

Phone #: 847-812-0038

Fax #: _____

E-Mail: jguidojr@aahford.com

P.I.N.# _____

Location: 580 W. University Dr

Rezoning: _____ Current: _____ Proposed: _____

Subdivision: _____

of Lots: _____ Current: _____ Proposed: _____

PUD: _____ For: _____

Special Use: _____ For: _____

Land Use Variation: Y For: Parking

Commercial Vehicles

Land Use: _____ Current: _____

Proposed: _____

Site Gross Area: _____

of Units Total: _____

1BR: _____ 2BR: _____ 3BR: _____ 4BR: _____

(Petitioner: Please do not write below this line.)

YES NO

1. X _____ COMPLIES WITH COMPREHENSIVE PLAN?
2. X _____ COMPLIES WITH THOROUGHFARE PLAN?
3. _____ X VARIATIONS NEEDED FROM ZONING REGULATIONS?
 (See below.)
4. _____ X VARIATIONS NEEDED FROM SUBDIVISION REGULATIONS?
 (See below.)
5. _____ X SUBDIVISION REQUIRED?
6. _____ X SCHOOL/PARK DISTRICT CONTRIBUTIONS REQUIRED?
 (See below.)

Comments: Please see attached comments #7 - #15.

Paul Ost

12/28/03

Date

Planning & Community Development Dept. Review

December 28, 2023



REVIEW ROUND 1

Project: Ford Auxiliary Parking Lot LUV Amendment
580 W. University Drive

Case Number: PC 23-016

General:

7. Based on a review of the Round 1 submittal, the Plan Commission must review the following zoning actions:
 - a) An Amendment to Land Use Variation Ord. 01-057 to modify condition #4 to permit automobile storage of non-passenger vehicles on the subject property.

Parking & Operations:

8. Provide a more detailed map of the proposed location that illustrates the designated parking areas. This map should include the existing parking lot striping and a parking count to match the Project Narrative and LUV amendment justification. Note that there are a total of 176 striped parking spaces on-site currently and this map should reflect that number when designating spaces. The map should include the following designated areas:
 - a) Parking area for passenger vehicles;
 - b) Parking area for non-passenger commercial vehicles to be stored while waiting for parts/service; and
 - c) Parking area for non-passenger commercial vehicles to be stored while for sale.
9. The Project Narrative indicates the rear (north) four rows of parking are to be utilized for the non-passenger vehicle storage, which is indicated to be about 80 spaces in the Project Narrative. The Project Narrative and Location of Commercial Vehicle Parking are not consistent in the proposed parking locations and total number of spaces designated for non-passenger commercial vehicle parking.
 - a) Provide an exact number of spaces that are intended to be reserved for non-passenger vehicle storage that matches the detailed map requested in item 8 above. This number will need to be included in the LUV amendment and will need to be accurate. Please note that the rear four rows of parking contain 67 number of parking stalls.
 - b) Staff is open to discussing the potential to allow up to 80 parking spaces (45.5% of the total spaces on-site) proposed for non-passenger commercial vehicles, but needs to know how many spaces could be occupied by these vehicles in the future if they are to be stored on the site.
10. Provide the maximum length of commercial vehicle that may be stored on-site.
 - a) The driveway from the gate to the W. University Drive right-of-way is approximately 31-feet. Staff would like to ensure that vehicles are not overhanging into the right-of-way while the gate is opening/closing. If vehicles are longer than 31-feet, provide information on the gate operations and verify that vehicles will not be overhanging into the right-of-way for extended periods of time.
 - b) Please verify if striped parking spaces will be double-parked to accommodate larger vehicles, or if one commercial vehicle is to be parked in one striped space. For instance: if a school bus or larger commercial vehicle is stored on-site, it will take up two spaces vertically instead of just one.
11. Please provide details on the types of non-passenger vehicles that will be stored on the site (busses? box trucks? semi-tractors and trailers? commercial vans? etc.).
12. All non-passenger vehicles stored on the subject property must be either owned by Ford or awaiting repairs by Ford. Leasing of parking stalls for use by outside entities shall be prohibited. A condition of approval outlining such shall be recommended.

13. Should continued parking of vehicles on grass be observed by the Village upon any such approval of this application, Ford shall be required to construct the landbanked parking as generally outlined during original approval of this Land Use Variation, within 90-days of any such request by the Village.
14. Provide a formal response to all Round 1 Department Review Comments in electronic format, either via a USB/flash drive or via email (if the files are small enough to email), along with one hard copy.
15. Please ensure that a revision date is added to all plans or documents that are revised as a result of these comments.

Prepared by: _____
Dan Osoba

**Community Development
Department Review**

December 20, 2023

REVIEW ROUND 1

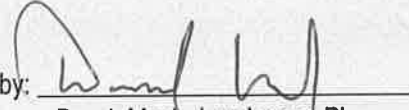
Project: Arlington Heights Ford
580 W University Dr

Case Number: PC 23-016

Landscape Comment:

Per Chapter 28, Section 6.15-1.2a, all paved service areas abutting a street or off street parking area shall be effectively screened adjoining any public way. Such screening shall be a minimum of three feet high along the frontage of a public way. Provide a landscape plan that addresses the required screening along University Drive. The landscaping should be a mix of plant material with varying height including shrubs, perennials and ornamental trees.

Prepared by:


Derek Mach, Landscape Planner

Ford Auxiliary Lot
580 W University Dr
Round 1

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding. –

We acknowledge and accept this.

12. The project narrative references that the parking lot was paved and the application includes the May 9, 2023 Parking Lot Improvement Contract from Fortis Ground Werks, Inc. The Village of Arlington Heights Building and Life Safety Department do not have record of a permit application for the resurfacing of the lot. An after-the-fact permit application must be submitted to document the resurfacing and striping that has taken place. Permit fees for work completed without a permit will be doubled, and citations could also be issued. The applicant shall accept this understanding.

The parking lot was not repaved. We filled holes and did a full seal coat of the whole lot. We submitted the invoice from the paving company with the original application. We also accept this for all permits.

13. Vehicles shall not be parked in the drive aisles to maintain emergency access and circulation through the site

We acknowledge and accept this and now have a parking plan in place for this lot.

ARLINGTON HEIGHTS POLICE DEPARTMENT

COMMUNITY SERVICES BUREAU

DEPARTMENT PLAN REVIEW SUMMARY

FORD PARKING LOT

580 W UNIVERSITY DR

1. CHARACTER OF USE

The character of use is consistent with the area

- 2. The lighting is currently up to Arlington Heights Code. There is not a building over there, however, there is ample lighting.**
- 3. No problems.**
- 4. No problems.**
- 5. No problems.**
- 6. We updated our emergency contact card and Officer Dinov has already received this. We will consider posting a No Trespassing sign on this site. We have vendors that go to that lot to look at and pickup some of our vehicles that are for sale... which is why we installed a strong locking gate. Access control is a top priority at this lot.**

PLANNING AND COMMUNITY DEVELOPMENT DEPT REVIEW

ROUND 1

PROJECT: FORD AUXILIARY PARKING LOT LUV AMENDMENT

580 W. UNIVERSITY DR

CASE NUMBER: PC 23-016

Parking and Operations:

7. Photo of the other lot with numbered spots attached.

Based on attached photo all we need is 51 spots in total for service vehicles to be parked while waiting for parts. The remainder of the lot would be used for passenger vehicles for sale. (also answers number 9)

10. The maximum length of one of these service vehicles would be a 45' long school bus. We would park this in the spots 19-50 taking up 2 spots. They fit perfectly. We unlock and open the gate first thing in the morning, so there would never be a vehicle parked in front of the gate to open it outside of the Ford Escape we use to go and open the gate first thing in the morning and close the gate at the end of the night. There is ample space for the Ford Escape while opening or closing the gate.

11. There will be numerous types of vehicles parked on the lot at any given time. We service Amazon trucks, school buses, commercial vans, and box trucks. We do not have the capacity to service semi-tractors and trailers, so there will be none stored on the auxiliary lot.

12. We only store vehicles waiting for repairs on this lot outside of the vehicles we have stored there for sale. We understand that leasing of stalls is prohibited, and will abide by this rule.

13. We will not, and have not, been parking on the grass. We did have it completely fixed with our landscaping company. If this is broken we will absolutely abide by the 90 day request. We have addressed all employees and all parking on the grass has completely stopped.

PLAN COMMISSION PC #23-016
Ford Auxiliary Lot
580 W University Dr
Round 2

14. The petitioner's response to comment nos. 11 and 13 are acceptable.
15. The petitioner's response to comment no. 12 is noted. A site visit shows that a section of the lot was repaved. the remainder the parking lot was seal coated and the parking lot restriped without a Village permit. An after-the-fact permit application must be submitted to document the resurfacing of the lot. The permit must be applied for before Plan Commission approval.



16. Vehicles shall not be parked in the drive aisles to maintain emergency access and circulation through the site at all times.


Michael L. Pagones, P.E.
Village Engineer

2-6-24
Date

Planning & Community Development Dept. Review

February 9, 2024



REVIEW ROUND 1

Project: Ford Auxiliary Parking Lot LUV Amendment
580 W. University Drive

Case Number: PC 23-016

General:

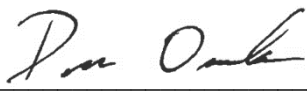
16. There was no response to #7 and no response needed. This comment was advisory on the zoning action required.

Parking & Operations:

- 17. The response to #8 and #9 are noted. A condition of approval will be recommended to state that the 51 spots in the rear of the lot are to be used for commercial vehicle parking spaces and the remaining spaces are to continue to be used for passenger vehicles only.
- 18. The response to #10 is acceptable.
- 19. The response to #11 is acceptable.
- 20. The response to #12 is acceptable.
- 21. The response to #13 is noted. A condition of approval will be recommended to state that if continued parking of vehicles on grass be observed by the Village upon any such approval of this application, Ford shall be required to construct the landbanked parking as generally outlined during original approval of this Land Use Variation, within 90-days of any such request by the Village.
- 22. No response was provided for #14 or #15. The Planning Department has printed hard copies with revision dates for our records.

New Comments Based on Revised Plans:

- 23. Based on the review of the minutes of the Conceptual Plan Review Committee, a condition of approval will be recommended to state that no visibly damaged or inoperable vehicle may be stored on this site as the intent of the use is for vehicle service and not body work or engine repair.

Prepared by: 
Dan Osoba



Village Board
3/18/2024

Item: Resolution - Agreement – MAP CBA (2023-2025)

Department: Human Resources

A new collective bargaining agreement with the Metropolitan Alliance of Police, Arlington Heights Police Chapter #510 is attached for approval. The new agreement is for three years, with an expiration date of December 31, 2025. This Agreement has been ratified by the Police Officers.

The parties agreed to salary schedule adjustments of 3.5% for 2023, 3% for 2024, and 3.2% for 2025. A new step 9 in the salary schedule was created which is achieved following 1.5 years of service upon attainment of step 8 and upon successful completion of a minimum set hours of advanced law enforcement training. Language was cleaned up throughout the contract. In addition to prepare for impending retirements, the parties agreed to an adjustment for the sick time conversation into paid medical insurance for the least expensive plan at the time of retirement.

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 Resolution Authorizing Execution of a Collective Bargaining Agreement between the Village of Arlington Heights and the Metropolitan Alliance of Police, Arlington Heights Police Chapter #510. with an expiration date of December 31, 2025.

ATTACHMENTS:

Description	Type
MAP CBA (2023-2025)	Agreement
Resolution - MAP CBA (2023-2025)	Resolution

AGREEMENT

Between

VILLAGE OF ARLINGTON HEIGHTS

And

METROPOLITAN ALLIANCE OF POLICE

ARLINGTON HEIGHTS POLICE CHAPTER #510

2023 - 2025

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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. 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 reasonable request, provide a list of all bargaining unit members to the Chapter, in accordance with the Illinois Public Labor Relations Act, as the same may be amended from time to time.

Section 3. 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.

Section 7 Attendance at Grievance Meetings. If any grievance meetings with the Police Chief at Step 3, Village Manager at Step 4 or arbitration hearings are scheduled during working hours of any single employee grievant or an employee Union representative who desires to attend, such employee(s) shall be released from duty to attend such grievance meeting and/or arbitration hearing without loss of pay.

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 September 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 upon reaching the maximum age legally specified by the Village Board of Fire and Police Commissioners);
- (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 as long as there is no significant expansion of such employment);
- (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 (2230 hours Saturday for employees assigned to the first shift).

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 will 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 of the following calendar year. (e.g., in October 2022 such employees would submit bids for permanent shifts commencing with the first shift change in February 2023 through the first shift change in February 2024.) The written bids will be submitted to the immediate non-bargaining unit supervisor, and each may list additional shifts in order of preference, 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. 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.
4. If the Chief decides to add an additional shift, that shift will be included as an additional shift option in the shift bidding process.
5. The method of replacement for vacant 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 as long as the Chief of Police decides to continue it.
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.

Section 7 Overtime Pay. 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 for employees who work 8 hour days and 102 hours for employees who work 8.5 hour days. The determination of the appropriate maximum carryover shall be based on the bargaining unit member's work assignment as of December 1 each year. 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 Work Schedule for Patrol Bureau. The following 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 work schedule for patrol is maintained, an officer may not trade his/her own days off, except an officer may request one trade of regularly scheduled days off (RDO's) per calendar quarter, which such days shall be consecutive, if it is more than one day. 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 work schedule for patrol shall not increase paid leave time, including vacations. An employee using a full leave day while assigned to the work schedule for patrol 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 current Collective Bargaining Agreement, the provisions of this Section shall govern, so long as the work schedule for patrol 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 any specialty assignments outside of the Patrol Bureau, or as Canine Officers, MCAT Officers, ILEAS Officers, NIPAS Officers, or Field Training Officers, provided a sufficient number of non-probationary employees are available.

Section 16 On-Call Compensation. This provision only applies to eligible bargaining unit employees assigned on a full-time basis to the position of Detective in the Criminal Investigation Bureau. One such bargaining unit employee assigned as a Detective to have Adult on-call case responsibility and one such bargaining unit employee assigned as a Detective 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.

Section 17 Field Training Officers. For as long as the Department utilizes members of the bargaining unit as certified Field Training Officers (FTO), each FTO shall be entitled to receive one hour of overtime for each full shift in which the FTO trains a recruit officer and completes a DOR.

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. For purposes of this Section, immediate family is 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.

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 has the option to choose; for each six sick days of their current medical plan or convert 5 accrued sick days for the least expensive medical plan at the time of retirement for one month's paid-up medical premium coverage under the Village's Comprehensive Medical Program (Article XIII, Section 1.)

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.

Pursuant to the Illinois Child Bereavement Leave Act, employees may use ten work days of bereavement leave to grieve the death of the employee's child, attend services in relation to the death of the employee's child, or make arrangements necessitated by the death of the employee's child. Up to six weeks of leave will be authorized if more than one child dies within a 12-month period.

An employee must notify their immediate supervisor of the need for bereavement and/or funeral leave within 24 hours of the start of the absence.

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. The Village will not deny an employee time off for jury duty because such employee is then assigned to work a night shift on the same day, e.g., the Village will not require an employee working the midnight shift on Wednesday to work if such employee is doing jury duty during the daytime on Wednesday. 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 8 and November 30. An employee's vacation requests for the upcoming Vacation Year should be submitted between November 8 and November 30. 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 8 and November 30 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, or earlier, following completion of the bidding process described herein. 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 1 through December 7.

Vacation requests which are received after the non-bid leave requests have been scheduled 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 ensure 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 240 hours for employees who work 8 hour days and 255 hours for employees who work 8.5 hour days may be carried over to the next twelve month period (*i.e.*, December 1 through the following November 30). The determination of the appropriate maximum carryover shall be based on the bargaining unit member's work assignment as of December 1 each year. The determination of the maximum of 240 hours for employees who work 8 hour days and 255 hours for employees who work 8.5 hour days 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 for employees who work 8 hour days and 255 hours for employees who work 8.5 hour days, 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.

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 Bureau Shifts. An employee who is actually present and works his or her entire scheduled shift on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, 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 Sunday evening before Labor Day will be eligible for such holiday pay, but an officer who begins working at 10:30 p.m. on Labor Day 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 January 1, 2023, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$74,265
2	\$85,895
3	\$90,165
4	\$94,648
5	\$99,355
6	\$104,366
7	\$109,493
8	\$114,944

Effective January 1, 2024, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$80,500
2	\$88,472
3	\$92,870
4	\$97,487
5	\$102,336
6	\$107,497
7	\$112,778
8	\$118,392
9	\$119,792

Effective January 1, 2025, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Annual</u>
1	\$83,076
2	\$91,303
3	\$95,842
4	\$100,607
5	\$105,611
6	\$110,937
7	\$116,387
8	\$122,181
9	\$123,625

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 to Step 7 and Step 7 to Step 8 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.

Effective January 1, 2024, employees covered under this agreement shall be eligible to advance to Step 9 following 1.5 years of service upon attainment of Step 8 and successful completion of a minimum 270 hours, or an annual average of 60 hours, of advanced law enforcement training. Advanced law enforcement training includes any law enforcement related training not mandated for initial or continued certification as a Police Officer by the Illinois Law Enforcement Training and Standards Board or state statute. Training hours during an employee's probationary period shall not be counted for the above requirement. Eligible training may be in the form in-person, on-line or in-house classes. An employee's training time, while on an approved extended leave of absence greater than 6 continuous months (medical, military, etc.), may be prorated on a case-by-case basis upon approval by the Police Chief.

Effective March 1, 2024, if the Village hires a law enforcement officer with prior experience through the Certified Entry program, it may start such individual at Step 1 through 6, 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
10 years but less than 15	\$ 1,000
15 years but less than 20	\$ 1,100
20 years or more	\$ 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 14% 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 14% of the monthly premium for family 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 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. 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 Annual Uniform Allowance.

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 annual uniform allowance (pro rata if less than a full fiscal year). Example: If an employee completes his first year of service on July 1, the employee shall have a uniform allowance based on 50% of the applicable allowance for the fiscal year in question.

During the term of this agreement, effective January 1 of each new calendar year, each bargaining unit employee will receive a \$600 uniform allowance payment, payable during the month of January. Employees are expected to maintain their uniforms in accordance with applicable Department standards at all times. At least once during each year of the contract, 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 reimbursement system 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. During the term of this agreement, effective January 1 of each new calendar year, each bargaining unit employee will receive a \$500 equipment allowance payment, payable during the month 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 would receive seven months of the Equipment Allowance).

Section 9 Detective Clothing Allowance. Effective each new calendar year, during the term of this agreement, 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.

Section 11 Deferred Compensation. 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.

Section 12 Credit for Village Service in Non-Bargaining Unit Positions. 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.

Section 13 Tuition Reimbursement. 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, psychology or sociology shall be reimbursed at the rate of 50% of the tuition cost. Additionally, the Police Chief may, at his sole discretion, approve courses needed to complete a baccalaureate degree program in a field related to law enforcement, with reimbursement 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.

Section 14 Light Duty. 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. The hours of work and work period for an employee with a light duty assignment shall normally coincide with normal business hours of the Village, unless the Village needs require otherwise. An employee that has a scheduling hardship may request alternative hours of work and/or work period, in writing to the Chief of Police. Such requests shall be reviewed by the Chief of Police, or his designee, whether a light duty assignment is available during such requested hours of work and/or work period. Employees in a light duty assignment will normally be required to utilize accrued vacation, holiday or compensatory time on holidays on which the Village is closed.

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. In addition, the Village reserves the right to terminate the light duty assignment at any time if the employee does not meet performance expectations for the assignment.

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. 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 2025. 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 2025. 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 _____, 2024.

VILLAGE OF ARLINGTON HEIGHTS

METROPOLITAN ALLIANCE OF POLICE
ARLINGTON HEIGHTS POLICE CHAPTER
#510

President

Representative

Village Clerk

Representative

Keith George, President, 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.

SIDE LETTER

Mandated Drug and Alcohol Testing

During the term of this agreement, the Department agrees should a drug and alcohol test be mandated following an officer involved shooting pursuant to Arlington Heights Police Department policy, an officer will not be required to provide a blood sample for testing absent consent or a warrant.

Access to Surveillance Prior to Formal Interrogation

During the term of this agreement, the Department agrees prior to a formal interrogation under the Uniform Peace Officers Disciplinary Act, the officer to be questioned and/or the officer's union representative shall be afforded the opportunity, upon request, to view the officer's own available body worn camera video and/or their dash camera video or the incident in questions, except as otherwise provided by law.



Metropolitan Alliance of Police

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CHAPLAIN

Deacon Thomas Ross

CHECK OFF DUES AUTHORIZATION

PLEASE RETURN TO MAP

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter # _____ hereby authorize and direct my employer, _____, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$ _____, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

This authorization shall continue to be in effect for successor contracts between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name: _____ Date: _____
(Please print)

Member's signature: _____ DOB: _____

Address: _____ City/State/Zip _____

Phone: _____ E-mail: _____

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.

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. R2024-_____

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH
THE METROPOLITAN ALLIANCE OF POLICE, ARLINGTON HEIGHTS POLICE CHAPTER #510

WHEREAS, full-time sworn Village police officers (collectively, the “*Police Officers*”) are represented by the Metropolitan Alliance of Police, Arlington Heights Police Chapter #510 (“*Union*”); and

WHEREAS, the Village and the Union desire to enter into a collective bargaining agreement, through December 31, 2025, regarding the terms of employment of the Police Officers by the Village (“*Agreement*”); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with the Union will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and the Union is hereby approved in substantially the form attached to this Resolution as Exhibit A.

SECTION 3. EXECUTION OF AGREEMENT. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Union; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT



Village Board
3/18/2024

Item: Closed Session

Department: Village Manager's Office

Closed session

Request for Closed Session per 5 ILCS 120/2(c)(21): Discussion of minutes lawfully closed, whether for purposes of approval of the minutes or the semi-annual review of the minutes

-and-

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