



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
January 3, 2023
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

- A. Committee of the Whole 11/14/2022
- B. Committee of the Whole 11/16/2022
- C. Village Board 12/05/2022

V. APPROVAL OF ACCOUNTS PAYABLE

- A. Warrant Register 12/15/2022
- B. Warrant Register 12/30/2022

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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

IX. OLD BUSINESS

X. CONSENT AGENDA

This Agenda consists of proposals and recommendations that, in the opinion of the Village Manager, will be acceptable to all members of the

Board of Trustees. The purpose of this Agenda is to save time by taking only one roll call vote instead of separate votes on each item. Consideration of this Consent Agenda will be governed by the following rules and procedures prior to roll call vote:

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

CONSENT APPROVAL OF BIDS

- A. Lead Services Supplies - Contract Award

CONSENT LEGAL

- A. Resolution to approve release of Closed Session Minutes
- B. A Resolution Approving and Authorizing a Service Provider Agreement and Statement of Work with Municipal GIS Partners, Inc., for Geographic Information System Support Services
- C. Flock Safety LPR

CONSENT REPORT OF THE VILLAGE MANAGER

- A. Destruction of Closed Session Recordings

CONSENT PETITIONS AND COMMUNICATIONS

- A. Bond Waiver - Patton Elementary School PTA

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

XIII. LEGAL

- A. Ordinance - Agreement - Firefighters Association, Local 3105, I.A.F.F. (2023-2025)

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

XVII. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an

American Sign Language interpreter or written materials in accessible formats, should contact Erin Mercado, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, emercado@vah.com or (847)368-5793.



Village Board
1/3/2023

Item: Committee of the Whole 11/14/2022

Department: Village Clerk

ATTACHMENTS:

Description	Type
Committee of the Whole 11/14/2022	Minutes

**COMMITTEE-OF-THE-WHOLE
MINUTES OF THE MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF
THE VILLAGE OF ARLINGTON HEIGHTS
BOARD ROOM
MONDAY, NOVEMBER 14, 2022
7:00 P.M.**

BOARD MEMBERS PRESENT: Mayor Thomas Hayes, Trustees Bertucci, Canty, Grasse, LaBedz, Scaletta, & Schwingbeck

STAFF MEMBERS PRESENT: R. Recklaus, D. Mikula, T. Kuehne, M. Juarez, K. Baumgartner, M. Mattio, M. Rath, J. McCalister, J. Torres, L. Harris, and Various Department Support Staff

OTHERS PRESENT: John Supplitt, Mike Driskell, and Various Arlington Heights Memorial Library Staff

SUBJECTS:

- A. Arlington Heights Memorial Library Budget Review
 - B. Village Budget Overview for 2023 – Randy Recklaus/Tom Kuehne
 - C. Village Budget – Questions from the Village Board
 - D. Review of Department Budgets
-

President Hayes called the meeting to order at 7:02 PM.

Arlington Heights Memorial Library Budget Review

Mr. John Supplitt, Treasurer of the Library said in 2018 the Library Board approved its five-year strategic plan consisting of four goals: foster and increase connections across the community, refine digital technology services to enhance ease of use and raise its profile as a technology leader in the community, increase access to Library services and enhance the experience of using the Library, and strengthen the internal work environment for all Library employees to promote professional growth and job satisfaction.

Mr. Supplitt went on to say the Library embarked on efforts to advance two strategies: a cohesive staff culture and a community connection. In an effort to make the Library a welcoming place for all, an internal team was established to identify and advise on inclusion, diversity, equity, and accessibility. As a result, this year the Library created accessibility tools in the Makerspace for circulation and internal use, and honored Juneteenth and National Heritage month's for LGBTQ+, American Natives, Alaskan Natives, and Hawaiian Natives to mention a few. In 2023, the Library plans to have an American Disability Assessment for the building, as well as offer gender-neutral restrooms and wellness rooms. The Library continues to emerge from the pandemic and while not at pre-pandemic levels, there has been a year-to-year increase in visits and program attendance.

With respect to the fiscal year 2023 budget, Mr. Supplitt said the Library uses two funds to account for its revenues and expenditures. The General Fund accounts for Library operations, while the Capital Fund accounts for capital improvements. In 2023, the General Fund budgeted expenditures will exceed

revenue but will be less than the 2022 projected actuals. This decrease can be attributed to budgeted personnel expenses for medical insurance and salaries. Meanwhile, the 2023 Capital Fund projected ending balance is 65% less than that of 2022 in part due to replacement of staff and public computers, continued kids world remodeling project, new lighting in the south parking lot, window replacement in the Makerspace, and the replacement of its chiller cooling tower and pumps. In addition, the Library benefits from generous donations from Friends of the Library and philanthropists from the Arlington Heights Memorial Library Foundation which help the Library meet their goals. Mr. Supplitt reported that for the 13th year in a row the Library proposed a 0% increase in the tax levy.

President Hayes thanked Mr. Supplitt for an encouraging report, a fiscally responsible year, and the great services that the award-winning Arlington Heights Memorial Library has provided. Trustee LaBedz and Trustee Bertucci echoed his sentiments.

Resident Melissa Cayer asked if the Makerspace is paid for by property tax money, mentioned that the Computer & Tech Room is underutilized, and suggested the Library use NOVUS Agenda for their meetings. Mr. Supplitt said that all activities of the Library are funded by property tax dollars, and through the county and state government.

Trustee Bertucci moved, seconded by Trustee LaBedz, that the Committee-of-the-Whole recommend to the Board of Trustees that the Board acknowledge with thanks the proposed budget for the Arlington Heights Memorial Library. The motion passed unanimously.

Village Budget Overview for 2023 – Randy Recklaus/Tom Kuehne

Village Manager Mr. Recklaus said the budget is a culmination of a long planning process, both operationally and financially. In 2022, the Village found itself in the national spotlight due to ongoing discussions with the Chicago Bears over the purchase and redevelopment of the racetrack. He acknowledged that if the project moved forward, it will have a long-lasting impact not only on our local economy and physical environment, but also the identity of the community and that of the surrounding region. The Village has been forced to create new teams and work with industry partners to learn and prepare for what could be a multi-year process in figuring out the best outcome possible for the site. He went on to say that 2022 presented itself with some challenges of required unfunded mandates, such as the lead service line replacement program, process changes for the Police Department related to the safety act, and added demands on bandwidth. While the economy has had an uneven recovery from COVID-19, the Village has seen dramatic increases in revenues. However, inflation and supply chain issues have increased costs, slowed down procurement times for several commodities, and delayed road projects. Despite the challenges, Village staff continued to work on the implementation of the new ERP software with the first module going live in early 2023, implementation of body-worn cameras for all police officers, developed a new website, created new Building & Life Safety processes and enhancements, and implemented a new FOIA processing software. The Village has also continued its commitment to increase infrastructure investment and has successfully obtained a few grants. Mr. Recklaus said he expected 2023 to be much like 2022 in that the economy is unpredictable and the stock market is volatile. He said an economic retraction may occur but believed the Village will see good revenue performance. He commended the Village Board for their wise strategy of investing past budget surpluses to reduce the Village's pension obligations.

As a result, it has reduced resident's property tax burden and has helped put the Village in the good financial position it is today.

Mr. Recklaus said the 2022-2023 strategic priorities discussed and previously set after numerous meetings are used to prioritize projects in the budget process. In 2023, the Village will focus in maintaining a robust Capital Improvement Plan and Core Services despite the presence of large projects, the implementation of the ERP software, and will work with all stakeholders on the potential redevelopment of the Arlington Park Racetrack site, while reviewing carefully the costs and benefits for the community. He went on to say that despite the increase in cost and demands, General Fund expenditures have remained consistent since 2021. Therefore, the Village will continue its aggressive and ambitious infrastructure enhancement projects.

For the fourth year in a row, Mr. Kuehne said the Village is proposing a 0% increase in the property tax levy. He attributed that to solid Pension Fund interest earnings, the establishment of a long-range bond and debt schedule, lower health insurance cost than anticipated, and outperformance of sales and income tax receipts. Mr. Kuehne mentioned that while Cook County has not yet released the second installment of the 2021 tax bills, he anticipated that the Village's portion of the tax bill will remain similar to that of 2021, which is at or below the current 12.2%. He went on to detail the property tax levy.

In regards to the Village's property tax levy, debt services are maintained at or around \$6.5 million per year. An increase in Capital Improvements is planned to demonstrate the continued efforts to improve Village streets and accommodate the annual cost for the state mandated police body-worn cameras. The Police and Fire Pension Funds had good interest earning through 2021. However, the mortality tables were extended for public safety personnel, resulting in an increase of cost for these pension funds.

Mr. Kuehne said that revenues from all funds primarily come from sales and income taxes. The decrease in Intergovernmental revenues is attributed to having received grant money from Rebuild Illinois and the American Rescue Plan with the last installments occurring in 2022. Interest income is derived from Police and Fire Pension Fund investments in the stock market. With the stock market being down 20%, interest income will also see a decrease. Finally, the decrease in transfers-in was due to the prior year receipt of ARPA grant money which was transferred to other funds throughout the Village. As for expenditures, Mr. Kuehne said that the increases are directly related to higher petroleum costs, inflation, and the new Lead Service Line Replacement Fund. On a Departmental basis, 79% of the General Fund expenditures pertain to personal services – wages and benefits. Also, 84% of expenditures go towards Police, Fire, and Public Works. The Police expenditures now include the annual Northeastern IL Regional Crime Lab fees, which were previously accounted for in the Criminal Investigations Fund.

In regards to personnel changes, Mr. Recklaus said the Village has kept staffing levels relatively flat since the Great Recession. However, a request to add 1.5 positions has been made for the coming year. The first position would convert a part-time Administrative Assistant position in the Village Manager's Office to full-time. This request is due to increased customer service demand, higher call volumes, and in anticipation of future major projects. The second, is the addition of an Assistant Planner in the Planning & Community Development Department. With

an increase in workload, upcoming school expansions, and redevelopment of the racetrack, staff has found themselves deprioritizing special programs and projects that are important to the Village.

Mr. Kuehne went over the historical tax trends. Sales and income taxes have seen an unprecedented increase as a result of inflation and higher costs. Local use tax saw a big increase in 2020 due to the pandemic, but has since leveled off, as well as the decrease in telecommunications tax. However, looking back at the Great Recession in 2009, he said the Village will remain cautious and do its best to set the Village up for financial success in the future.

Mr. Recklaus said capital improvement projects have always been a priority to the Village. Mr. Kuehne highlighted that the Water and Sewer Fund's annual investment in water main replacement is \$4.1M in contrast to the \$500,000 in 2016. In 2023, the fund will invest \$2.1M in the residential meter and AMR System replacement project. A new Lead Service Line Replacement Fund has been created to fund the state and federal mandate of removal and replacement of public lead water service lines. This project will have an estimated cost of \$27 million for replacement of the public side of the lead lines, and \$21 million from the house to the b-box. The 2023 proposed budget included a \$4 million investment to start the program. In an effort to reduce cost, the Village will attempt to use in-house staff to complete as much of the work as possible, and will seek grants to partially fund the project which must be completed by 2044. To-date, Public Works is on pace to complete the replacement of 115 lead lines.

Mr. Kuehne said the Capital Projects Fund will continue its investment in the street rehabilitation program and will undertake the annual expense for the Police Department's body worn cameras. In regards to the Municipal Parking Fund, he said the fund has been difficult to budget since the decrease in commuters and revenue loss due to the pandemic. In the past couple of years, the Village has supported the fund by transfers of surplus monies to make up for the loss of revenues. However, a more sustainable solution has to be discussed as the parking garages will continue to need maintenance. The Arts & Entertainment Fund has resiliently recovered and is doing better than pre-pandemic years. Alfresco dining has been a great success and the additional .75% Alfresco food & beverage tax has helped offset the cost of the event. With the Metropolis Theater's working cash flow in the positive, Mr. Kuehne suggested redirecting the Reserve for Restricted Contribution in the amount of \$56,000 to the Reserve for Replacement, as those reserves need a boost to cover upcoming major expenses.

Mr. Recklaus concluded with some of the notable changes to the proposed 2023 budget to include Police overtime due to a bigger police presence at Alfresco dining, continued implementation of the ERP, the addition of 1.5 employees, and the potential development of the Arlington Racetrack property.

Mr. Hayes thanked Mr. Recklaus and Mr. Kuehne for the presentation and expressed his support for converting the part-time Administrative Assistant position in the Village Manager's Office to full-time.

In regards to the Police and Fire Pension mortality tables, Trustee Bertucci asked how many years it was increased. Mr. Kuehne said he would forward Trustee Bertucci the email he received from the Village's actuaries which outlined that information.

Trustee LaBedz asked for a status on the consolidation of Police and Fire Pension Funds. Mr. Kuehne said there are two separate state pension investment funds, and that the consolidation excludes the City of Chicago. Lawsuits have been filed by several police and fire departments against the consolidation. The Village's Fire Pension Fund is not participating in the lawsuit and has consolidated its investments in the consolidated state fund. However, the Police Pension Fund is the largest department to go against the consolidation. Nothing has been decided as of yet, and perhaps 2023 will bring some resolution. In the meantime, the Police Pension Fund is still managing its investments, and has done a good job.

Trustee Baldino inquired about the Affordable Housing Fund and the delays in road construction projects and how that will impact the budget. In regards to the Affordable Housing Fund, Mr. Recklaus said the Housing Commission and the Board endorsed the prioritization of uses for the fund and will now begin to look at potential projects and solicit interest from the development community. As for the delay in road construction projects, Mr. Recklaus said the Village's position is that contractors should honor the agreements made including prices. However, contractors are experiencing an increase in material cost and have a high demand for work, but not enough labor.

Trustee Scaletta commended Village staff on researching and securing grants, and mentioned that the State is in better shape that it has been in recent years, and hopes some of the gains begin to filter down to municipalities.

Resident Melissa Cayer asked if non-profit organizations and government institutions pay taxes. Mr. Kuehne said neither pay property taxes. Ms. Cayer asked if the Board has to approve grant applications and the use of monies received from said grants. President Hayes said any grant funding is money the Village receives from outside sources. While Village staff does not have to go through an approval process to apply for grants, the Board does oversee how grant money is spent.

Review of Department Budgets – Department Representatives

Board of Trustees/Integrated Services/IT/Legal

Ms. Mikula stated that 2022 has been a year full of accomplishments all while working in a busy and challenging environment. In regards to the Board of Trustees, Integrated Services will be onboarding the newly elected Trustees by providing tours, introduction to all Village Departments, and provide all necessary materials. In July, the Village Board will conduct a goal setting session which will result in the creation of the new 2-year strategic priorities to incorporate in business planning. Ms. Mikula said the budget remains at status quo with a slight increase of 1.6%.

Trustee Bertucci suggested creating a new account for higher expenditures rather than including them in the Other Services line item.

Trustee Scaletta suggested eliminating the computers in the Trustee Library as many bring in their personal tablets and phones. Mr. Recklaus said they can be phased out if the Board wished.

Integrated Services

Ms. Mikula highlighted some 2022 accomplishments. She said staff worked with fellow governmental agencies to develop an inter-organization community outreach taskforce to ensure that all residents have equal access to community services and information. Sounds of Summer had record-breaking attendance and sponsorship thanks to the newly created Diamond Record sponsorship level. The Village relaunched its e-newsletter with twice monthly distribution and is working on a new website with a possible launch in January, 2023. The new website will focus on useability, improved search results, and mobile responsiveness and navigation. There is also a new initiative to begin a community survey to collect information on resident satisfaction with Village services and identify resident priorities. Feedback from this survey will help guide the strategic priorities planning process. Lastly, the continued effort on the implementation and training of the ERP system which will consist of four different modules. Ms. Mikula mentioned that the Village is experiencing issues with the Human Capital Management module which includes Human Resources and payroll. She has expressed her concerns and frustrations to Tyler Munis and is currently working on resolving the issue. In terms of the budget, Ms. Mikula said the salary line-item increase is due to the conversion of a part-time employee to full-time.

President Hayes expressed concern over the Tyler Munis issue. Ms. Mikula said the issue primarily is with the implementation consultant and their ability to deliver the training needed. Mr. Recklaus reminded the Board that this is one of four modules and that with any large project, there will be some challenges but is confident the team will resolve the issue.

Trustee Scaletta asked if there are different trainers for each module. Ms. Mikula confirmed that each module has its own trainer.

Trustee Canty complimented the videos on the Village's social media pages and suggested including all Departments for exposure and insight into their function.

Trustee Baldino asked why the ERP Software Replacement line item in the Technology Fund went from \$3 million in 2022 and zero for 2023. Ms. Mikula said the \$3 million represented the total estimated cost, but there will be an encumbrance rollover for ERP functions yet to be completed. She added that there is an annual maintenance fee of \$500,000 during the five-year agreement.

Trustee LaBedz asked what the intention is behind the community survey idea. Ms. Mikula said the purpose of the community survey will be to obtain information and use it as an initial benchmark and reference when setting new strategic goals. Mr. Recklaus added that the survey will not be basic questions on how the Village is doing, but it would include more statistically valuable information.

Trustee Bertucci asked why the Integrated Services medical insurance line item increased by 29%. Ms. Mikula said it is due to the conversion of the part-time administrative assistant to full-time. While it is unknown if the employee will enroll for the Village's medical insurance, it has to be budgeted for.

IT

Ms. Mikula highlighted that in 2022, IT has been working on the replacement of the Village's data center virtual servers, storage and main UPS battery backup systems, and successfully migrated over 60 virtual servers. In preparation for the implementation of the ERP system, the Village has hired an assistant analyst to help with the configuration of the ERP system, upgrade network printers, and customize new forms. In 2023, IT will also focus on improving the Village's security, server and network configuration, and will retire older systems.

In terms of the budget, there was a decrease in part due to realignment with prior year actuals. There was a 20% increase in the other supplies line item to reflect the higher cost of internet, wireless, and licensing fees.

Legal

Ms. Mikula noted that the Village implemented a new FOIA software to electronically route, track, and respond to FOIA request. She added that the new FOIA system is now being managed through the Village Clerk's office. In 2023, Legal will focus on liquor code updates and the Board will be presented with additional new classifications to consider.

In regards to the budget, Ms. Mikula said it is 7.3% less than the prior year. There was an increase in the Village Attorney legal services due to realignment to actual cost.

Human Resources

Ms. Rath said the Village has experienced the effects of the Great Resignation and hiring challenges have continued. Year-to-date, the Village has filled 51 positions including promotions and expected to fill a few more before year-end. A part-time HR generalist was hired to focus and enhance recruitment practices. She highlighted that in 2022, HR continued their DEI efforts and initiatives, participated in over 70 ERP sessions, and prioritized employee training.

As for the budget, Ms. Rath said the addition of the part-time HR generalist resulted in an increase in the General Fund budget. Effective in 2023 and in an effort to curb prescription prices and medical cost in the health insurance fund, the Village will institute a balanced formulary for all Village health plans and increase the staff loss dollar amount. She went on to say that while worker's compensation claims have remained consistent, she believed the severity of the claims has decreased reflective of the number of work days missed. In the upcoming year, Ms. Rath said her department will continue to focus on the DEI initiative including recruitment and retention, strategic flexibility with recruitment practices, and promote wellness benefits, mental health, and psychological safety to fight the day-to-day stress, anxiety and depression.

President Hayes asked based on exit interviews and her assessment, if the higher stress levels are a result of the work environment, home, or a combination. Ms. Rath said she did not have a breakdown of that information. She noted that it could be a result of the level of work and increased expectations. She added that the majority of employees who use the EAP program are males over the age of 50.

Trustee Bertucci asked for more information on the expenditure other charges line item. Mr. Kuehne said that the change is not only in the General Fund, but also includes the Health Insurance Fund and the Worker's Comp Fund.

Trustee Baldino asked if the 105% increase in advertising is due to recruitment advertising. Ms. Rath confirmed and added that it's also due to the increased vacant positions.

Trustee LaBedz noted that the 2020 Worker's Compensation days away is fairly high, and asked if it included COVID leave. Ms. Rath said COVID days were calculated in said figure, however, there is a correlation with the severity of an injury. Trustee LaBedz asked if HR provides training on best practices for work and if there is an estimate of injuries in 2022. Ms. Rath said that in 2022, HR provided supervisors with accident investigation and root cause analysis training. Thus far, there have been 28 injuries in 2022 compared to 43 in 2021.

Trustee Scaletta noted that in 2021, HR interviewed 114 candidates and filled 26 positions. He asked if the Department is interviewing more candidates for one position. Ms. Rath confirmed, and attributed the higher interviews to receiving many highly-qualified applicants. However, she mentioned they began a prescreening process to narrow down which applicants move forward to a formal interview process. Trustee LaBedz asked if there have been applicants close to being hired and then decide they're no longer interested. Ms. Rath said they have had a few candidates accept a job offer then use the offer to negotiate with their current employer. Trustee Scaletta suggested writing a generic offer letter that reads the position is extended as per the terms discussed in the interview.

Resident Melissa Cayer mentioned the consideration of offering cash in lieu of health insurance benefits and to change the pension fund into a retirement fund where both the employee and employer contribute rather than putting property tax money into pension funds.

Finance

Mr. Kuehne said his team has worked diligently on the implementation of the ERP system finance module, and thanked his staff for the countless hours they have invested in this project. The Finance Department will be the first to go live in January 2023. Other achievements include the spending proposal for the American Rescue Plan Act Grant, and the initiation of Purchasing's DEI data collection process. He said the Village may be the first in the State of Illinois to report DEI information on the annual Treasurer's Report.

In regards to the budget, Mr. Kuehne highlighted that 2020 vehicle sticker sales were down due to the pandemic, but they have once again increased. There was also a discussion on passing

credit card surcharges to customers, however Mr. Kuehne said that the Village is currently in good financial standing and suggested a future discussion on this issue. He explained the 17% increase in professional services was due to higher auditing and actuarial contract costs, while the increase in other services is due to higher ambulance billing and DACRA service fees.

Trustee Bertucci requested moving larger expense to its own account in an effort to reduce the dollar amount in other services.

Trustee Baldino asked why the professional service budget nearly doubled in 2022. Mr. Kuehne said the receptionist position was vacant due to a long-term health issue, therefore the Village had to seek temporary help.

Health Services

Mr. McCallister began by stating the 2023 Health Services budget is similar to that of 2022. There is a minor increase of .1%. He mentioned his Department has hired a Disability and Geriatric Social Worker to assist resident with disabilities and the senior population and focus on new programs. In addition, the Supervising Nurse has been working with the Board of Health and in collaboration with Northwest Community Hospital to expand the home visit program. Health Inspectors will be working on quantifying critical code violations in food establishments. Lastly, they are evaluating options for a second special solid waste collection event. The latex paint collection event in September was very successful.

Trustee Canty asked if there are opportunities for different types of recycling throughout the year, rather than special events. Mr. McCallister said there are several programs through the Solid Waste Agency in Northern Cook County, and the Village's Health Department collects plastic bags, mercury thermometers, light bulbs, batteries, and Christmas lights for recycling. Trustee Canty suggested better promotion of those programs and exploring different areas to expand.

Trustee Baldino noted that the petroleum products budget doubled and asked for a status on the purchase of electric vehicles. Mr. Recklaus said one was purchased and is currently in the fleet. They will evaluate the usage and if it's successful, will purchase another.

President Hayes highlighted that the Social Services Division assisted almost 2,000 residents in 2021 and asked if that number is tracking to be higher in 2022. Mr. McCallister did not have the exact number but believed it would be slightly higher as his Department has been very busy.

In regards to Senior Services, Mr. McCallister said the budget is a maintenance budget with no significant changes. He highlighted some accomplishments including the completion of the Senior Center update and plan study, recognition from AARP Age-Friendly Communities, and the successful implementation of MySeniorCenter software which has been very popular amongst the seniors. Going into 2023, the Senior Center will expand outreach and marketing to promote its programs and services, work on rebranding, and collaborate with the Senior Citizen's Commission to create a user-friendly resources database with current information.

Resident Melissa Cayer suggested consolidating Senior Center services to the downtown area.

Building & Life Safety

Mr. Torres said the Building & Life Safety proposed 2023 budget is relatively flat with an increase of 1.8%. He discussed some key operational functions in 2022 included the offering of remote inspections for minor projects or re-inspection instances, produced “how-to” videos on how to apply for a variety of permits, reduced the plan review timeframe, and has continued their efforts to obtain feedback on customer satisfaction. In 2023, the Department will work on the improvement of processing time and improve the Department’s web page.

President Hayes, asked if his Department is fully-staffed. Mr. Torres said they are for the most part, except for a Fire-Inspector, but an offer has been tendered to a potential candidate.

Trustee Schwingbeck asked what percentage of survey feedback is negative. Mr. Torres said 3 out of 30 are negative, with the most common complaint being timeframe to obtain a building permit and lack of information on next-steps.

In regards to virtual inspections, Trustee LaBedz asked how they are being received. Mr. Torres said that the process is still fairly new, so it has its difficulties as they have to direct the person controlling the camera.

Trustee Scaletta praised Mr. Torres and the excellent job he has done since he was hired 2 years ago. Not only with the budget but reorganizing the department. President Hayes echoed Trustee Scaletta’s sentiments.

Fire

Chief Harris began by thanking Mr. Recklaus and the Village Board for giving him the opportunity to join the Village as Fire Chief. He highlighted that the Village’s Fire Department received an ISO 1 rating for the third time and attributed that achievement in part to their community outreach efforts. This year the Fire Department made it a priority to reach out to the underserved population living in apartment complexes by bringing a block party to those residents. In addition, they offered fall prevention programs to seniors and a smoke detector installation program. Other areas of focus included back to basics training, fleet vehicle repurposing due to the delayed procurement times and inflation, and worked with the City of Chicago to create a high-rise policy. In 2023, there will be a focus on collaboration with intercity experts and Fire Departments that can provide their expertise and guidance with NFL stadiums and games and participation in training sessions. The recruitment team will continue their efforts to recruit a diverse pool of applicants through marketing and promotion of entry level firefighter exam amongst community colleges, universities, and trade schools that have a fire service program. Chief Harris also mentioned that the Department has made it a priority to have a succession plan in place.

As far as the budget, Chief Harris said the EMS maintenance line item increased by 18.4% due to the increased power load cot systems costs. Other increases include educational classes provided by Northwest Community Hospital educators, the purchase of Kno2 software to deliver

paramedic reports directly to a patient's hospital chart, and medical supply due to inflation cost and higher use of PPE gear. Chief Harris was especially proud to announce that the Arlington Heights Fire Department is well sought after for FAA training. In order to serve more candidates, more classes will be added resulting in increased cost for educational materials.

President Hayes, Trustee Bertucci, Trustee Canty, and Trustee Scaletta all welcomed the Chief and thanked him for all the hard work he has put in to since joining the Village.

TRUSTEE BALDINO MOVED, SECONDED BY TRUSTEE SCALETTA TO ADJOURN THE MEETING AT 9:52 P.M.



Village Board
1/3/2023

Item: Committee of the Whole 11/16/2022

Department: Village Clerk

ATTACHMENTS:

Description	Type
Committee of the Whole 11/16/2022	Minutes

**COMMITTEE-OF-THE-WHOLE
MINUTES OF THE MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF
THE VILLAGE OF ARLINGTON HEIGHTS
BOARD ROOM
WEDNESDAY, NOVEMBER 16, 2022
7:00 P.M.**

BOARD MEMBERS PRESENT: Mayor Thomas Hayes, Trustees Bertucci, Canty, Grasse, LaBedz, Scaletta, Schwingbeck, & Tinaglia

STAFF MEMBERS PRESENT: R. Recklaus, T. Kuehne, M. Juarez, K. Baumgartner, M. Mattio, C. Perkins, C. Papierniak, Chief Pecora, and Various Department Support Staff

OTHERS PRESENT: Steve Daday and Brookes Ebetsch from Metropolis

SUBJECTS:

- A. Staff follow-up from previous meeting
 - B. Performing Arts at Metropolis
 - C. Review of Department Budgets
 - D. Final Recommendations of Committee-of-the-Whole to Board of Trustees for Property Tax Levy
 - E. Final Recommendations of Committee-of-the-Whole to Board of Trustees for the 2022 Budget
-

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

Staff follow-up from previous meeting

Mr. Kuehne said there was a press release from the Office of Cook County Treasurer stating that the second installment of the property tax bills are available online and paper copies would be mailed soon. He also indicated that staff discussed Trustee Bertucci's suggestion to eliminate "other" categories in the budget, and agreed that it is a good change to make for future budgets.

Mr. Recklaus said per Trustee Scaletta's suggestion and with the agreement of the Board, computers in the Trustee's library will be removed and reused elsewhere.

Performing Arts at Metropolis

Mr. Daday thanked the Village for their support and said they continue to suffer from the effects of the pandemic. Earlier in the year they had to cancel a number of shows due to actors being sick with COVID. On a positive note, he highlighted that Cabaret was the best show Metropolis ever produced, the school of performing arts has continued to offer an array of classes, and the

fundraising gala exceeded fundraising goals. The gala's fundraising efforts was geared towards an Arts for All campaign to offer sensory-friendly performances.

Trustee Bertucci, Grasse, and Canty expressed their gratitude for Metropolis and for providing residents and children with an opportunity to explore the arts.

President Hayes inquired about the need for private security. Ms. Ebetsch said they have encountered people unexpectedly wandering onto stage or backstage and they need trained security to escort those people out.

Trustee LaBedz asked if the Theater is seeing a comeback with ticket sales for A Christmas Carol. Mr. Daday said it's unpredictable because patrons are purchasing tickets day-of. They have however, seen higher ticket sales. Ms. Ebetsch added that daytime performances are also filling up or sold out with school fieldtrips.

Trustee Scaletta mentioned that it has been a hard time for theaters with all the available streaming services. He asked how the Theater is doing in comparison to the estimated actuals prepared in August and their fundraising projections for 2023. Ms. Ebetsch said the estimated actuals seem to be accurate for where they will end up in 2022. She highlighted that ticket sales have gotten better, in part thanks to the marketing team. In regards to their fundraising projections, Mr. Daday said staff has aggressively been reaching out to past donors, subscribers, and sponsorships for their return and support. Ms. Ebetsch added that having a full-time events coordinator and hosting in-person fundraising events has also been extremely helpful. Trustee Scaletta inquired about the "service fee re-coop" line. Ms. Ebetsch said that it is the service fee patrons are charged for online ticket purchases. In regards to 2023 revenues, Trustee Scaletta asked why the projections are higher than 2022 projections. Ms. Ebetsch said that there is a new marketing team working differently than in the past. They are sending show reminders, thanking patrons for attending a show, marketing efforts have shifted to focus on emails, ad words, social media, and Metra advertising instead of mailings. Trustee Scaletta asked if the Theater had a plan in place in the event their revenue does not cover the increase costs and higher wages. Ms. Ebetsch said they can reduce the number of shows produced to reduce high operational costs or shorten the run of a show to attract more people to visit limited showtimes. She added that they have enough reserves to survive more stress.

Trustee Schwingbeck said that as a subscription holder he is given the ability to see four performances and can add-on A Christmas Carol. He suggested the Theater send subscriber's information about the performances included in the subscription as subscriber's are not necessarily seeking to see the show, rather it is included in the subscription. He also suggested being more flexible and allowing subscribers to choose which four performances they'd like to see. Trustee Schwingbeck asked about grant monies and if they are still able to receive any others and if they have sufficient reserves. Ms. Ebetsch said they have enough reserves, and the only outstanding grant is ERTC, which they continue to work and can be retroactive to the previous fiscal year.

Resident Keith Moens disagreed with the Village's contribution towards the Metropolis Theater, and said that the benefits from the Theater mostly accommodate upper-income residents. He

asked President Hayes to request to the Metropolis Board to open their meetings to the public, provide a copy of their bylaws, and provide statements of their cashflow.

Mr. Recklaus said the Metropolis Board is not a public entity, and the Village does not require entities to have public meetings as a condition to receive contributions. He went on to say that the Village has had meeting with downtown businesses, and they expressed their gratitude for the presence of the Metropolis Theater as theater-goers boost their business as well.

Review of Department Budgets – Department Representatives

Boards & Commissions

Mr. Recklaus said the Boards and Commissions 2023 budget is very similar to that of 2022. There are two changes. The first, increased dues for Meet Chicago Northwest based on 2021 actual Hotel Tax receipts; the second, a \$5,000 decrease in the Special Events Commissions budget due to the removal of the Arlington Spring Sweep event.

President Hayes asked if Boards & Commissions have to submit their request before proceeding. Mr. Recklaus said that the budgets for most commissions are relatively flat, except for the Special Events Commission who run actual activities. He added that they have to submit any ideas through a liaison. All Boards and Commissions will be asked to submit a memo to the Board with recommendations on what they would like to see in the next two-year cycle.

Trustee Schwingbeck asked if the 2023 budgeted amount for dues is based on a projection of how hotels in the Village will perform. Mr. Kuehne said the Meet Chicago Northwest 2023 dues are based on 2021 actual receipts.

Trustee Baldino asked why there was a decrease in the marketing budget for the Arlington Economic Alliance. Mr. Perkins said in the past there was two printed pieces that would go out to the business communities and it was changed to one.

Planning and Community Development

Mr. Perkins began by discussing some challenges his department has had this year. Earlier in the year, two bids were released and one did not receive any responses. The other is still pending, however if no responses are received, they will return to the Board for request to re-budget. Another challenge is the large amount of major development projects, increased permit reviews, code enforcement, and complex plan commission applications. He added that there are currently 45 potential active development projects that could be submitting to go through the public hearing process.

In regards to the budget, the General Fund has two increases. The first, reflects hiring an additional assistant planner who will focus on implementation of key projects. The second, is for promotion and business marketing in part due to the Village's rebranding.

President Hayes, Trustee Scaletta, and Trustee Tinaglia thanked Mr. Perkins and his staff for their extensive knowledge and all of the hard work they do. They all expressed their support for the addition of a new Assistant Planner.

In regards to the current hiring challenges, Trustee LaBedz asked Mr. Perkins if he thinks it will be difficult to attract good candidates for the Assistant Planner and Deputy Director positions. Mr. Perkins said it's too early to know, but hoped interested candidates are either looking to advance their career or start their careers.

Trustee Canty asked for an update on the Hickory/Kensington TIF. Mr. Perkins said there were some delays due to a strike earlier in the year. However, two projects are currently under construction and progressing, they have been working with Commonwealth Edison to bury some overhead utilities, and a developer purchased the 4 N. Douglas property and will begin the review processes soon.

Trustee Baldino asked why the high increase in commodities in the AE&E Fund. Mr. Perkins said on the Planning side they budgeted for new barriers. On the Public Works side, Mr. Papierniak said it is for the cost of plants, flowers, ropes, and sandbags. Mr. Recklaus added that the Alfresco food & beverage tax has performed very well thanks to the popularity of the event. The Village will continue to polish up the event, and the additional expenses have been covered by the additional food & beverage tax.

Trustee Schwingbeck asked Mr. Perkins if he's given any thought to what his Department will need when the redevelopment of Arlington Park begins. Mr. Perkins said he will know more when detailed plans are received, but anticipated consultants will be hired and a comprehensive plan will be developed. There will be times when they will focus on the zoning process and other times when they will have to focus on building permit inspections.

Public Works

Mr. Papierniak began by announcing that over the past two years, Public Works has hired 20% new replacement staff due to retirements, and has spent a lot of time training to make sure they are up to par with the operations. He went on to say that 2022 has been a challenging year with many obstacles pertaining to procurement problems, and labor and material shortages that delayed some projects. However, they have successfully completed the Berkley/Hintz public infrastructure improvement project, staff has spent countless hours on researching current and new water meter technology and have ordered new residential water meters, developed a lead service line replacement program to accommodate a state and federal mandate, and staff continues to aggressively seek grant money for future projects. In addition, the Village has purchased its first electric vehicle and are working with the Planning Department to install charging stations in Village parking garages. Going into 2023, Mr. Papierniak said he expects to encounter some of the same challenges as in 2022. Nonetheless, there are plans to complete numerous Village facility improvements, a parking garage rehabilitation program, and elevator modernization program. In addition, staff will continue to participate in the ERP implementation process.

President Hayes asked if water main break have leveled off over the past 12 months. Mr. Papierniak said that for the second year in a row there have been under 200 water main breaks in comparison to previous years when they were averaging 265.

Trustee Tinaglia asked if the Village has enough salt going into winter months, how much salt we use in comparison to the anti-icing liquid, and how many vehicles are set up to distribute the liquid. Mr. Papierniak said the Village has sufficient salt going into the winter months, as they stocked the dome last year when prices were lower than expected. He mentioned that the cost of salt doubled this year in comparison to last. In regards to the anti-icing liquid, currently the Village uses about 100,000 gallons of the liquid, and averages about 10,000 lbs. of salt, with 50% of the plows being able to distribute the anti-icing liquid. Trustee Tinaglia asked if the Village is involved in Nicor and ComEd's line replacement projects. Mr. Papierniak said the Village is not active in the project. However, a permit must be obtained through Public Works anytime there is excavation in Village right-of-way. Steve Mullany and GIS are in charge of obtaining all the information for those types of projects.

Trustee Bertucci inquired about non-Village fuel resale. Mr. Papierniak said the Village has a fuel island, and they sell fuel to local school districts and the park district.

Trustee Baldino asked for status on the lead service line survey. Mr. Papierniak said the internal paper survey has been completed and have started to analyze each neighborhood. He added that the next step will occur during the water meter replacement program. They will hire a company to install water meters in 20,000 homes, and as part of their contract they will require them to check the pipes coming in and out of the homes to obtain insight on those homes from the b-box to the house.

Trustee Schwingbeck asked about the calculation of curb miles for snow removal. Mr. Papierniak said it pertains strictly on plowing and how many times we have to plow a curb mile.

Trustee LaBedz inquired about the Municipal Parking Fund and asked what phase 3, completion of the Vail garage, entails. Mr. Papierniak said that the parking garage rehabilitation program is a multi-year program. The first consisted of significant concrete repairs, then an epoxy top coat was applied to prevent corrosion, and the third phase is maintenance.

Trustee Scaletta asked if the service lead line replacements will be done by private contractors or Public Works, and if they have the necessary equipment for the project. Mr. Papierniak said some replacements will be done in-house; others will be contractual. He added that they started an in-house program to replace the public side and were able to complete 115 replacements. However, they had to halt because of lengthy copper procurement times. As for the equipment, they have the necessary equipment for what is currently being done, and will look at leasing or purchasing additional equipment in the future, if needed. Trustee Scaletta noted that the Municipal Parking Fund revenue budget is the same as the previous year. Mr. Recklaus said staff will be looking at the state of the fund after the first quarter of 2023. Maintenance costs will continue to be present and some costs can be deferred, while others have to be tended to. He added that there have been talks with Metra regarding scheduling. In regards to See, Click, Fix, Trustee Scaletta noted that the inquires nearly tripled in 2021 in comparison to 2019. He asked

how many of the inquiries are the responsibility of Public Works, and suggested itemizing inquiries for future reporting purposes. Mr. Papierniak said most inquiries are for Public Works, but they also receive inquiries that belong to other governmental bodies.

Police Department

Chief Pecora and Deputy Chief Czernecki presented for the Police Department. Chief Pecora was happy to announce that the Police Department was once again recognized for high-level achievements. He highlighted some 2022 achievements, to include that all sworn and public service officers are equipped with body-worn and dashboard cameras, enhancement of traffic safety initiatives, prioritizing diversity recruitment efforts, and initiated a new and innovative bicycle and pedestrian safety programs. One achievement he is particularly proud of is the introduction of a Crisis Co-Responder team which connects persons in crisis with mental health treatment, hospitalization, substance abuse services, therapy, temporary housing, and other related referrals. However, 2022 did not go without its challenges. He mentioned the Department is navigating through issues related to the SAFE-T Act, such as unfunded mandates and additional training hours. In addition, the Pretrial Fairness Act will be a challenge through the beginning of 2023. The Department will continue to participate in working groups providing direction on implementation. To offset additional training cost, staff is preparing to teach certified curriculum. In 2023, they will continue to focus on increasing diversity recruitment for entry-level sworn officers, expand critical incident response training, enhance selective enforcement for bicycle and pedestrian safety, evaluate new methods for enhanced community dialogue, expand or implement new programs, and continued collaboration on the redevelopment of the Arlington Park Racetrack project.

In regards to the body-worn cameras, Trustee Schwingbeck asked if each Officer has their own camera or if they are shared, and if the yearly fee includes replacement cameras. Chief Pecora said each Officer has their own camera, and the yearly fee includes refurbishment or replacement of defective cameras. He added that they also have spare cameras on-hand.

Trustee Bertucci asked for an update on the S. Arlington Heights Rd. and Algonquin corridor issues with hotels. Chief Pecora said he along with the Village Attorney, Hart Passman, have met with several hotel management staff to make them aware of the issues and what is expected to keep the community safe. Since the meeting, nothing serious has occurred but the Police Department will continue to keep the area on their radar. Trustee Bertucci inquired about the lab fee line item and why it was \$0 in 2022 but \$114,000 for 2023. Chief Pecora said that is the fee for the Northeastern IL Regional Crime Lab. It was previously covered by the Criminal Investigation Fund, and the expense will now be covered by the Police's Operating Fund.

Trustee Baldino asked if the Police Department has everything they need to perform their duties. Chief Pecora said they did. He added that it would be ideal to add a few more Officers and offer new programs, but understands the revenue isn't there.

Trustee LaBedz asked about the Pretrial Fairness Act and if the Village received any revenue from bail money. Chief Pecora said municipalities do not receive revenue from bail money. The County takes 10% of bail money to operate the criminal justice system. Trustee LaBedz asked if

there has been an improvement in the fight against catalytic converter thefts. Chief Pecora said these types of thefts continue to be an issue because there is a market for them.

Trustee Scaletta inquired about the success of being a member of the Northeastern IL Regional Crime Lab. Chief Pecora said he can attest that the turnaround time for receiving lab results is within six weeks or less compared to the 18-month waiting period from the State Crime Lab. Trustee Scaletta asked if the Cook County State's Attorney is one of the many State's Attorney Offices challenging the SAFE-T Act, and if the office is aware of the concerns law enforcement agencies within Cook County have. Chief Pecora said the Cook County State's Attorney's Office is not challenging any part of the SAFE-T Act, and the office is aware that law enforcement agencies within the County are against the Act.

Resident Melissa Cayer asked what asset forfeitures are and if use of those funds need Board approval. Chief Pecora said it is assets seized from criminals, which are turned over to the municipality by court order for use by the Police Department for crime prevention or criminal efforts. Mr. Recklaus said use of those funds needs Board approval, as it is reported on the warrant register and it is in the budget. However, it is a different source of funds and not taxpayer dollars.

Final Recommendation of Committee-of-the-Whole to Board of Trustees for the Property Tax Levy

Trustee Scaletta moved, seconded by Trustee Canty that the Committee-of-the-Whole recommend to the Village Board of Trustees to authorize staff to prepare the Village's and the Arlington Heights Memorial Library's 2022 Tax Levy Ordinance reflecting an estimated total tax levy of \$52,871,000 or a 0% increase over the 2021 extended tax levy for the Village and Library portion of the levy.

Final Recommendation of Committee-of-the-Whole to Board of Trustees for the 2023 Budget

Trustee Bertucci moved, seconded by Trustee Schwingbeck that the Committee-of-the-Whole recommend to the Village Board of Trustees that the Board approve the Proposed 2023 Budget as amended through the review process.



**Village Board
1/3/2023**

Item: Village Board 12/05/2022

Department: Village Clerk

ATTACHMENTS:

Description	Type
Village Board 12/05/2022	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

December 5, 2022

7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

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

Also present were: Randy Recklaus, Charles Perkins, Tom Kuehne, Lance Harris, Hart Passman and Becky Hume.

IV. APPROVAL OF MINUTES

A. Committee of the Whole 11/21/2022 Approved

Trustee Nicolle Grasse moved to approve. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

B. Village Board 11/21/2022 Approved

Trustee Tom Schwingbeck moved to approve. Trustee Richard Baldino Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 11/30/2022

Approved

Trustee James Bertucci moved to approve in the amount of \$964,665.95.

Trustee John Scaletta Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

VI. RECOGNITIONS AND PRESENTATIONS

A. Swearing in of William Casper as Lieutenant

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

B. Swearing in of Les East, Jr. as Division Chief

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

C. Daily Herald Presents Village with 2022 Readers' Choice Awards

Karyn Kraske of the Daily Herald Media Group announced that Arlington Heights was the winner of the Best of the Best for Best Town and Best Downtown Atmosphere for 2022. President Hayes expressed his gratitude for the award and the employees who helped to make the Village what it is. He noted the creation of Arlington Alfresco and other aspects of the Village's special Downtown including the businesses, the Chamber of Commerce, the residents and the Planning Department.

VII. PUBLIC HEARINGS

Trustee John Scaletta moved to open the Public Hearing. Trustee Jim

Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

A. Proposed 2023 Budget

Approved

Mr. Recklaus said this is the culmination of a long planning process. Staff

has tried to present a budget that reflects the organizational demands and formal/informal feedback from the Board. It includes ideas from residents, Boards, and Commissions. It is a balanced policy document which addresses the challenges and opportunities before the Village. The Budget reflects the strategic priorities of the Board and financial conservatism. This is the 4th year of no increase in the Village's share of the property tax levy. The Village portion will be the same as it was 5 years ago.

Martin Bauer said he agreed it is a balanced perspective of the Village's finances. He expressed concern about property taxes in light of the challenges coming forward in regards to the Arlington Park redevelopment. He said from 2001 to 2021 the cost of living increased 60%. Property taxes increased 91%. The Village portion is just one portion, but it has gone up more than any other portion. Over 20 years, it has gone from \$505 to \$1,446 on his bill, an increase of 186% or 3 times the rate of inflation. He noted the need to keep fiscally responsible.

President Hayes said the Board has demonstrated that it has been very fiscally responsible.

Trustee Bertucci commended Staff and the Board on the 0% levy increases over the last 4 years. Mr. Recklaus said the Village's portion of resident's tax bill is 12%. Our increases have never been more than some of the other taxing bodies. Trustee Bertucci said the schools typically have increases more than ours. He contested the idea that the Village portion increased at that rate over time.

Trustee Scaletta said it is important to note that for the 2006 and 2007 years there were state mandates increasing the police and fire pensions by 12% and 15% respectively. The Board also changed the fiscal year because taxes were levied in December for a March budget. It's one of the biggest accomplishments of this Board. We now set a budget and then levy the taxes.

Trustee Tinaglia said the largest part of the tax bill goes to the education of the children. The small sliver which represents the Village's tax runs everything that happens here including police, fire and public works.

Keith Moens recognized the Board and staff of bringing forth a 0% tax levy. The money saved by residents will most likely be spent locally. The increased tax revenues go back to support the business and provide sales tax revenue. It attracts businesses and residents to the Village because we have our financial health in order. Please do not jeopardize this status by giving our money to the loser Bears. If they want to build Bears town, let them do it with their own money. The surplus in the general fund could support another year of 0% tax increase next year.

Melissa Cayer said the December 6, 2021 tax levy of \$52 million is less than what you are asking for now. Mr. Kuehne said each year Cook County adds a 1% loss of cost onto the levy because we never receive 100% of our

tax revenue, we typically receive 98%.

Trustee LaBedz said the taxes fund police, fire, public works which all support the public. It's what makes the Village the Best of the Best. You can't talk about taxes in a vacuum, residents get a lot for their Village tax dollars. The streets are plowed along with many other services. Staff works very hard to keep spending down to what we need, versus what is wanted.

Trustee Canty said a budget document is not just financial, but shows the values of the community. Where we put our money says a lot about what we value as a Board. This document shows we support our police officers, firefighters, public works department, residents and infrastructure.

Trustee John Scaletta moved to close the Public Hearing. Trustee Tom Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

VIII. CITIZENS TO BE HEARD

Trustee Tinaglia moved to take the Budget, Tax Levy and Tax Abatement Ordinances out of order. They were moved from Legal to this point in the Agenda. Trustee LaBedz seconded the motion.

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

The Motion: Passed

A. An Ordinance Providing for the Levy, Assessment and Collection of Taxes for the Year Beginning January 1, 2023, and Ending December 31, 2023, for the Village of Arlington Heights; 2022-064.

Trustee Bertucci moved to approve. Trustee Grasse Seconded the motion.

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

The Motion: Passed

B. An Ordinance Abating Taxes Levied for the Year 2022 Heretofore Levied to Pay Principal and Interest on the \$9,530,000 General Obligation Bonds, Series 2018, of the Village of Arlington Heights; 2022-065.

Trustee Baldino moved to approve. Trustee Schwingbeck seconded the motion.

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

The Motion: Passed

C. An Ordinance Adopting a Budget and Appropriations Ordinance and Amounts Set Forth Therein for the Year Commencing January 1, 2023 and Ending December 31, 2023; 2022-066.

Trustee Scaletta moved to approve. Trustee Canty seconded the motion.
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta,
Schwingbeck, Tinaglia
The Motion: Passed

Citizens to be Heard

Terrance Sherwin said he attended the Community Meeting held by St. Viator regarding their proposed growth plan. At the meeting, the school identified updating the classrooms and learning spaces, improving the HVAC systems, providing tuition assistance and a long-term aspiration to construct a sports complex. The neighbors expressed concerns about the sports complex. No answers were provided by St. Viator regarding the potential noise, traffic and lighting issues. At a November Village meeting, a master plan was presented. A staff report was presented. Under public comment, the chair polled the audience and there were no favorable comments expressed for the sports complex. He asked who in the Village is responsible?

Mr. Recklaus said staff recommends a project to go through the Early Review process prior to submitting a formal application. An Early Review before the Board can be requested by the petitioner to see if it is worth their time. This informal review allows for the Board to give feedback to the petitioner. Based on the feedback, the petitioner can decide whether they want to proceed through the formal process. Early Review requires a request in writing from the applicant. Staff then looks at the calendar and places the item on an upcoming agenda. All agendas are published the Friday before the meeting. Notice is also given through social media.

Trustee Scaletta asked if someone requests an Early Review, are they required to post that hearing on the property. Mr. Recklaus said no. Right now, checking the website is the only option. No written notice is required. The Village is exploring different notification options for large projects. Staff and the Board are sensitive to the residents of the neighborhood. We want the residents to participate in the meetings. Trustee Scaletta said residents are concerned the Village is working with St. Viator, which is not true. This project has to go through the process the same way each project does. He asked staff to look at improving the notification process for Early Review. That being said, he has never seen a time where people are surprised that something is coming forward. Trustee Scaletta assured Mr. Sherwin that when the time comes, you will be fully aware there is a meeting.

Melissa Cayer asked if people sign up for the Village Newsletter are they auto assigned to the Sr. Center newsletter. Mr. Recklaus said no, the Sr.

Center Newsletter is not electronic, but a physical newsletter that goes out to subscribers only. They are not linked. Ms. Cayer listed items on the Foreign Fire Tax Board meeting's agenda on December 8th noting what is paid for through insurance monies.

IX. OLD BUSINESS

X. CONSENT AGENDA

CONSENT APPROVAL OF BIDS

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

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

- | | | |
|----|--|----------|
| A. | Parkway Tree Trimming - Contract Extension 2023 | Approved |
| B. | Elevator Modernization Project – North Parking Garage | Approved |
| C. | Commercial Water Meters - Purchase | Approved |
| D. | Water Main Replacement Project - Final Balancing Change Order | Approved |
| E. | Authorization for Village Manager to enter into Multiple Energy Supply Contracts | Approved |
| F. | AMB: Andres Medical Billing, Ltd. - Contract Extension 2023 | Approved |
| G. | Refurbishment of Dive Squad | Approved |
| H. | Uptown Beautification - Signage Bid | Approved |

CONSENT NEW BUSINESS

- | | | |
|----|--|----------|
| A. | Cash Paid by Developers in Lieu of Land Dedication | Approved |
|----|--|----------|

Trustee Jim Tinaglia moved to approved. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

CONSENT LEGAL

- A. An Ordinance Granting Variations from Chapter 30, Sign Regulations, of the Arlington Heights Municipal Code for the property at 750 East Rand Road
(At Home, Southpoint Shopping Center) Approved

Trustee Jim Tinaglia moved to approve 2022-067. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

- B. An Ordinance Amending Ordinance Number 2022-033 Approving Sign Variations at 750 East Rand Road
(At Home, Southpoint Shopping Center) Approved

Trustee Jim Tinaglia moved to approve 2022-068. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

- C. An Ordinance Vacation that Portion of Campbell Street Right-of-Way at Belmont Avenue
(Unimproved alleyway adjacent to Recreation Park) Approved

Trustee Jim Tinaglia moved to approve 2022-069. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta,

Schwingbeck, Tinaglia

- D. A Resolution Accepting a Quit Claim Deed for the Property Located at 2206-2208 North Chestnut Avenue (Property acquired for stormwater detention basin) Approved

Trustee Jim Tinaglia moved to approve R2022-034. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

- E. Ordinance - Code Amendment - Chapter 18 - Traffic Approved

Trustee Jim Tinaglia moved to approve 2022-070. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

- F. Ordinance - Code Amendment - Chapter 12 - Merchants Approved

Trustee Jim Tinaglia moved to approve 2022-071. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

CONSENT REPORT OF THE VILLAGE MANAGER

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. Paragon Mechanical - 2400 S. Arlington Heights Rescheduled Rd. - PC#22-010
Amendment to LUV Ord. 20-022, Variations

Kevin Polka, owner of Paragon Mechanical, said he purchased the former Elk Grove Township property without being aware that his business did not comply with the zoning. He said his business was less impactful than the previous operator at the site. He now has his staff store their trucks home. He said he would improve the property and make it code compliant. He does not want to increase the landscaped frontage on Arlington Heights Road but said he will put up screening, trees and islands. He asked to be able to keep his filters and fittings there. The property is diminishing in value. he needs a LUV in perpetuity and wants to exclude extending the island.

Mr. Perkins summarized the history of the former Elk Grove Township property. In early 2018, Village staff observed Paragon trucks being stored on the property and parked at the front of the site along Arlington Heights Road. Over the next several months, the truck parking continued and during mid-2018, Village staff initiated a code enforcement case against the petitioner. Sometime in 2019, Paragon illegally moved into the property and ultimately submitted a Plan Commission application in 2020 to allow for their permanent occupancy of the site. Included within the application was a future redevelopment concept for the subject property, which was taken into consideration by Village staff, the Plan Commission, and the Village Board. A temporary Land Use Variation (LUV) was ultimately approved by the Village Board.

The subject property is zoned B-2, General Business district, and contractor shops are not allowed in the B-2 district. The Land Use Variation granted in 2020 allowed the business to occupy the site on a temporary two-year basis, partly due to the presentation of the future redevelopment concept that was presented by the petitioner. As part of the 2020 approval, two conditions were attached:

3. The Petitioner shall be required to implement the phased landscape plan prepared by the Village of Arlington Heights and dated May 8, 2020. Phase One landscape improvements shall be completed no later than September 30, 2020, and Phase Two landscape improvements shall be completed no later than September 30, 2022.

8. Within two years of ordinance approval, the petitioner shall submit a complete Plan Commission application and redevelopment plan for the property. If no application is submitted and subsequently approved, the Land Use Variation shall become null and void.

Only part of the landscaping was installed and it has not been well cared for. Paragon has now submitted a request to modify condition #3 and proposed an alternative landscape plan dated November 11, 2022. The petitioner is also requesting a permanent LUV.

This proposition boils down to two issues; permanent land use of the property as a contractor shop, and compliance with the landscaping regulations.

Mr. Perkins explained the long-term vision for the South Arlington Heights Road corridor as a gateway to the Village. The Land Use issue has nothing to do with Paragon, it's a question of if a contractor shop is compatible with the Land Use designation. Permitting a permanent contractor shop would not provide for the gradual redevelopment of the area to meet the Village's goals.

An alternative landscape plan was presented to staff after the Plan Commission meeting in November. This revision includes: reinstalling a new 3' screen along the Arlington Heights Road, (they do not guarantee the survival as the location is open to a harsh environment) and resurfacing the parking lot. The cost is almost \$100,000 for these improvements.

Trustee Bertucci asked about the conditions of the neighboring properties. Mr. Perkins explained the former Daily Herald building, which has been vacant, is now being rehabbed for medical offices. The Guitar Center is there and north of that is another vacant office building. That building is planned to be torn down along with the former Applebee's and a nearby bank for a mixed-use development. There has not been movement on that plan. Trustee Bertucci asked how long it will be for the area to get where we want it to be? Mr. Perkins said it depends, but could be a few years or more. Paragon's property was annexed into the Village. When it was sold, it reverted to R-1 zoning automatically, as do all annexed properties that do not have zoning on file. Any use other than residential has to go to be rezoned. Now it is B-2. The salt dome is left over from the Township. Trustee Bertucci asked for compromise. He asked if it was okay to limit what he's trying to do when everything around him is in worse shape?

Mr. Recklaus explained that the Village has a South Corridor Plan we would like to see happen. There are only so many areas where we have the authority to coax improvements along. The Village has the greatest authority at moments when an applicant is asking for something. When a larger development occurs, we will ask for the landscaping and site to be improved. Before us today is only this piece, so we're asking for it to be done to our standards. We don't have a lot of levers. Trustee Bertucci asked if a phased approach was possible. Mr. Perkins said Planner Sam Hubbard has spent hours on this. In 2020 we gave Paragon a phased option and they didn't follow through.

Mr. Polka countered the plan wasn't a good one. The screening died. He thinks his alternate proposal might hit the middle ground. He will get rid of the bike safety and the asphalt. He can't fully redevelop the property now. It is not a desirable property. Mr. Polka said he wants to make it look better and wants to be there in perpetuity. He said he didn't know the trucks couldn't park there when he bought the property. He said he moved the

trucks when he found out he couldn't keep them there. He thought the idea of widening the frontage green space was a bad idea. That's where the handicapped and customer parking is. He said he can't guarantee the screening will survive.

Trustee Scaletta summarized that Mr. Polka bought a building, didn't do the research, and put in a bid without due diligence. He said Mr. Polka knew there were codes and ordinances. If a building is sold, it gets rezoned. Now you are saying you were on a Zoom meeting and didn't know how to work the computer. After 2020 did you call or email? Mr. Polka said he emailed Mr. Hubbard and said it wasn't reasonable. Trustee Scaletta said he could have used salt fencing. Mr. Polka replied that he is being held to a higher standard. Trustee Scaletta said that was not true, if a property changes its use, it has to come up to code. Your new plan came forward between the last week and now. Trustee Scaletta said Mr. Polka had not even done the minimum nor made a good faith effort.

Mr. Polka responded that he spent \$10,000 and the plants died. Now he is being asked to widen it. He said he has a plan and will make it better. He said that staff was unresponsive to his plight and accused them of not returning phone call requests.

Trustee Scaletta said this new landscape plan happened in between the Plan Commission and this meeting. He said Mr. Polka is trying to play that he knows what is going on, but is being tricked, and that is not true. When a property is changing its use, they improve the property they are purchasing. The Village gives out variations and Paragon didn't even do 10% of what was asked. Mr. Polka said he wants to spend \$100,000 on improving the site. The salt killed the landscape he installed. Trustee Scaletta said Mr. Polka didn't make a good faith effort. At least 5 of the Trustees thought he would do the right thing.

President Hayes said he wanted the record to reflect that Mr. Polka had an opportunity to respond to the conditions in the Village Board meeting of 2020.

Trustee Tinaglia said Mr. Polka bought a building from an entity and you were uneducated and ill-advised as to what you could do with it. And now, it doesn't work for you the way you wanted it to. You're blaming everyone else for the situation you are stuck in. That's not fair. You've seen and read all the correspondence. I want to help you, but you are making it hard on me by what you are saying and by what you haven't done. If I was your partner, I'd say 'let's get something done here', not the minimum. The Village would like to see the landscaping improved and remove the angled parking. Mr. Polka wants to maintain some of it. Can we consider a one way with parallel parking that would allow for some planting beds? This would reduce the number of stalls to 6 or 8. This might accomplish both things. Mr. Perkins said that was a good idea and he would look at the dimensions. The original plan was to remove safety town and put in landscape islands. Trustee Tinaglia suggested that the issue be continued and that Mr. Polka

come back to the Board with a complete drawing/plan after a compromised is reached. No one is trying to bust his chops. We want Mr. Polka to step up to the plate and not blame others for his mistakes.

Trustee Schwingbeck said the minutes reflected that Mr. Polka would add some landscaping but a full plan wouldn't happen until Phase 2. Trustee Schwingbeck said he voted in favor of it because there would be a beautification plan for Phase 1 and within 2 years there would be a complete redevelopment plan. At the beginning of the meeting, Mr. Polka said he understood and everything was via Zoom. He was allowed to speak and ask questions. Trustee Schwingbeck checked with Mr. Polka in that meeting and asked him if he was okay with these two things. Mr. Polka did not say no. The Board took the vote based on Mr. Polka doing some minor landscaping and putting in a beautification plan. Now Mr. Polka says he didn't agree with anything. There was no "no, I disagree." If Mr. Polka had said he didn't not agree, Trustee Schwingbeck wouldn't have moved forward to approve it. He's had 2 years to do something and he didn't do it. He agreed to it. He said he wants an alternate plan, but won't approve anything if it is open ended without guarantees. Trustee Schwingbeck said he wants a plan and a commitment.

Mr. Polka said if the Board gives him an LUV in perpetuity, he will enact his plan. Otherwise, he will do the bare minimum. Financially that's all he can do. He said he will is not going to spend \$150,000 for it to be not approved.

Trustee LaBedz said no one wants to see the business leave. Reading the Plan Commission minutes, Mr. Polka said the Board imposed these conditions. She said she doesn't know what his plan is, all the Board has is a marked up former plan. We were supposed to have a plan by September and we don't have it. She said she was excited about the previously proposed redevelopment because it was in alignment with what the Southern Corridor was to be and was disappointed there has not been follow through after the Board gave Mr. Polka leeway to fix the mistake. Trustee Labedz said Mr. Polka stated the building is up for sale. If so, what is the incentive to move forward with an LUV in perpetuity?

Mr. Polka said he was sorry he didn't understand the process.

Trustee Grasse said our Village wants all of our businesses to succeed and do well. The pandemic was a difficult time. There have been a lot of mistakes made and she said she didn't feel comfortable voting for this. There is opportunity to engage in more conversation and partnership. Hopefully something can come from that. She would welcome the project coming back after more communication, with something that might work for both entities.

Trustee Canty asked if a person on staff can be identified to work with Mr. Polka. Mr. Recklaus said staff is happy to work with him. He noted that realistically, if this project is continued, the Board would review it again in

February based on the other issues coming before the Board. Mr. Recklaus said in defense of staff, the positions staff took was in advocating the Board's direction. He said staff is happy to sit down and try to find a compromise. Trustee Canty said she didn't want to make a decision that was fraught or rash.

Trustee Tinaglia said because it is winter, nothing is going to be planted now anyway. He said he was behind staff; this can be better. It will be win/win when it is done. All of this conversation is worth something and no one wants Paragon to suffer and fail. He asked for Mr. Polka to have a firm idea of when he will follow through once the plan has been worked out.

Resident Martin Bauer said this location shouldn't be placed on the same requirements and restrictions as the Southern Corridor. He thinks the issues are due to this process being over regulated. He encouraged the Board to let reason prevail. As a resident, he does not need 3' of grass between the on ramp and the highway, that is not common sense. He does not believe we should put our businesses through the ringer.

President Hayes said that is why we decided to continue this.

Trustee Mary Beth Canty moved to move to continue to the next appropriate Board meeting. Trustee John Scaletta Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

XIII. LEGAL

This item was pulled from the Consent Agenda by resident Melissa Cayer.

A. A Resolution Approving Adjustments to the Village Manager's Salary and Compensation

President Hayes said under the Village Manager's employment agreement the Board is required to conduct a performance evaluation. We did that on 11/21. At that time in Closed Session we discussed Mr. Recklaus' performance of the past year. In recognition of his outstanding performance, the Board unanimously agreed to increase his compensation by raising his base salary 7%. President Hayes noted Mr. Recklaus' financial management, his management of the Covid 19 pandemic, his leadership of the Village and his leadership in terms of the Arlington Park redevelopment, which has been critical.

Ms. Cayer read the salary and auto allowance increases awarded to Mr. Recklaus. President Hayes said the salary reflects his performance and puts him on a level playing field with other Village Managers in the area.

Trustee John Scaletta moved to Approve R2022-035. Trustee Robin LaBedz Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

A. Permit Fee Waiver - Arlington Heights Memorial Library

Ms. Cayer asked for this item to be removed from the Consent Agenda. Mr. Recklaus explained it is the policy of the Board to not charge permit fees to other taxing bodies. Ms. Cayer asked the Board to vote no.

Trustee Tinaglia said this is a repeated question from Ms. Cayer and noted this is a policy the Board has had for decades. He said the repeated questioning wastes the Board's time.

Trustee Schwingbeck moved to approve. Trustee Baldino seconded the motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia

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

XVII. ADJOURNMENT

Trustee John Scaletta moved to adjourn to Closed Session at 9:46 p.m.

Trustee Jim Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Scaletta, Schwingbeck, Tinaglia



Village Board
1/3/2023

Item: Warrant Register 12/15/2022

Department: Village Clerk

ATTACHMENTS:

Description

Warrant Register 12/15/2022

Type

Warrant Register



**VILLAGE OF ARLINGTON
HEIGHTS
WARRANT REGISTER FOR
CHECK DATE: 12-15-2022**

Fund	Fund Description	Total Transaction Amount
101	General Fund	\$411,396.23
227	Foreign Fire Ins Tax Fund	\$1,584.37
231	Criminal Investigation Fd	\$4,736.60
235	Municipal Parkg Opr Fund	\$21,723.21
267	South Arl Hts Rd TIF	\$7,882.50
401	Capital Projects Fund	\$140,461.60
426	Storm Water Control Fund	\$11,250.00
505	Water and Sewer Fund	\$64,987.24
511	Solid Waste Fund SWANCC	\$150,898.94
515	Arts,Entert & Events Fund	\$19,978.19
605	Health Insurance Fund	\$304,292.03
611	General Liability Ins Fnd	\$30,843.46
615	Workers Compensation Ins	\$39,392.80
621	Fleet Operations Fund	\$62,806.46
625	Technology Fund	\$28,066.12
711	Fire Pension Fund	\$5.70
715	Guaranty Deposits Fund	\$5,200.00
721	Escrow Deposits Fund	\$164,130.01
TOTAL ALL FUNDS		\$1,469,635.46

WARRANT REGISTER - GM0002**Department: 0****Division: 0**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
90157	511-0000-140.05-00	SOLID WASTE AGENCY	JAN 2022 TIPPING FEES	\$135,193.00	\$135,193.00
237288	721-0000-221.10-11	ARLINGTON HTS MEMORIAL LIBRARY	CASH IN LIEU OF LAND	\$10,394.72	\$10,394.72
237289	721-0000-221.10-11	ARLINGTON HTS PARK DISTRICT	CASH IN LIEU OF LAND	\$129,410.95	\$129,410.95
237291	721-0000-221.10-11	ARLINGTON HTS SCHOOL DIST 25	CASH IN LIEU OF LAND	\$16,995.04	\$16,995.04
237293	715-0000-220.93-00	ARTS LANDSCAPE	BOND REFUND	\$200.00	\$200.00
237314	101-0000-421.05-00	TIM BURGE	VEHICLE STICKER REFUND	\$18.00	\$18.00
237334	715-0000-220.93-00	CYNTHIA BILCH	BOND REFUND	\$200.00	\$200.00
237335	505-0000-120.80-00	CZAPLEWSKI, JEFF & MEREDITH	WATER BILL REFUND	\$10.33	\$10.33
237345	715-0000-220.93-00	FLORENTINO PENA	BOND REFUND	\$200.00	\$200.00
237347	715-0000-220.93-00	FORTIS GROUND WERKS	BOND REFUND	\$200.00	\$200.00
237348	715-0000-220.93-00	FORTIS GROUND WERKS	BOND REFUND	\$200.00	\$200.00
237349	715-0000-220.93-00	FRANK P SOPRANO	BOND REFUND	\$200.00	\$200.00
237358	715-0000-220.93-00	HANSEN'S LANDSCAPING	BOND REFUND	\$200.00	\$200.00
237376	715-0000-220.93-00	IRENE O'BRIEN	BOND REFUND	\$200.00	\$200.00
237379	715-0000-220.93-00	JOHN G CARR	BOND REFUND	\$200.00	\$200.00
237380	715-0000-220.93-00	JOSE GONZALEZ LANDSCAPING	BOND REFUND	\$200.00	\$200.00
237381	715-0000-220.93-00	JRC DESIGN BUILD	BOND REFUND	\$200.00	\$200.00
237382	715-0000-220.93-00	KATHY A SOWA	BOND REFUND	\$200.00	\$200.00
237383	715-0000-220.93-00	KELLY CONNELLY	BOND REFUND	\$200.00	\$200.00
237384	715-0000-220.93-00	KRZYSZTOF CISOWSKI	BOND REFUND	\$200.00	\$200.00
237397	101-0000-421.05-00	BARBARA MAGLIO	VEHICLE STICKER REFUND	\$30.00	\$30.00
237398	715-0000-220.93-00	MARK FOLAN	BOND REFUND	\$200.00	\$200.00
237399	715-0000-220.93-00	MARTIN RANGEL	BOND REFUND	\$200.00	\$200.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237404	715-0000-220.93-00	MICHAEL NAGY	BOND REFUND	\$200.00	\$200.00
237430	101-0000-421.05-00	GUST OR VASILIKI POULOS	VEHICLE STICKER REFUND	\$13.00	\$13.00
237439	715-0000-220.93-00	RUSS CRITTENDEN	BOND REFUND	\$200.00	\$200.00
237440	715-0000-220.93-00	S & H PAVING INC	BOND REFUND	\$200.00	\$200.00
237444	505-0000-452.42-00	WILLIAM SCHROEDER	WATER BILL REFUND	\$556.76	\$556.76
237445	715-0000-220.93-00	SCOTT CROSSMAN POWER CONST	BOND REFUND	\$200.00	\$200.00
237447	715-0000-220.93-00	SERGIO VALLADARES	BOND REFUND	\$200.00	\$200.00
237465	101-0000-421.05-00	JANE TEUTSCH	VEHICLE STICKER REFUND	\$12.00	\$12.00
237467	101-0000-421.99-00	THOMAS STREET APARTMENTS	OL REFUND	\$5.00	\$5.00
237470	715-0000-220.93-00	TOTAL PAVING	BOND REFUND	\$200.00	\$200.00
237471	715-0000-220.93-00	TOTAL PAVING	BOND REFUND	\$200.00	\$200.00
237473	721-0000-221.10-11	TOWNSHIP HIGH SCHOOL DIST #214	CASH IN LIEU OF LAND	\$7,329.30	\$7,329.30
237496	715-0000-220.93-00	VERMONT STREET PROPERTIES LLC	BOND REFUND	\$200.00	\$200.00
237501	715-0000-220.93-00	WIESLAW IWANICKI	BOND REFUND	\$200.00	\$200.00
237504	715-0000-220.93-00	XCLUSIVE CONCRETE	BOND REFUND	\$200.00	\$200.00
901953	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE	\$239.27	\$6,203.22
			FSA MEDICAL	\$2,470.23	
			FSA MEDICAL	\$3,493.72	
901956	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE	\$4,703.12	\$8,664.42
			FSA MEDICAL	\$3,961.30	
Division 0 Total					\$320,035.74
Department 0 Total					\$320,035.74

WARRANT REGISTER - GM0002

Department: 1 Board of Trustees

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237317	101-0101-501.21-65	CAPTION FIRST INC	CLOSED CAPTIONING	\$570.00	\$570.00
237393	101-0101-501.21-65	LORELLE COMMUNICATIONS INC	SERVICE MISCELLANEOUS	\$2,250.00	\$2,250.00
				Division 1 Total	\$2,820.00
				Department 1 Total	\$2,820.00

WARRANT REGISTER - GM0002**Department: 2 Integrated Services****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237316	101-0201-502.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$9.98	\$9.98
237422	101-0201-502.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$67.49	\$67.49
237491	101-0201-502.21-65	VERIZON WIRELESS	ACCT 88534852600001	\$170.80	\$170.80
901954	101-0201-502.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$1.14	\$1.14
				Division 1 Total	\$249.41
				Department 2 Total	\$249.41

WARRANT REGISTER - GM0002**Department: 3 Human Resources****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237360	101-0301-503.22-01	HARRIS TRUST & SAVINGS BANK	WORKPLACE DIVERSITY LL	\$200.00	\$200.00
	101-0301-503.22-03	HARRIS TRUST & SAVINGS BANK	WPY ILLINOIS PUBLIC EM	\$99.00	\$99.00
	101-0301-503.40-70	HARRIS TRUST & SAVINGS BANK	CORNER BAKERY 0175	\$225.00	\$225.00
	615-0301-552.20-50	HARRIS TRUST & SAVINGS BANK	JIMMY JOHNS - 748 - MO	\$105.06	\$182.96
			JIMMY JOHNS - 748 - MO	\$77.90	
	615-0301-552.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM H80FM4852	\$32.99	\$32.99
237374	615-0301-552.42-81	INTERGOVERNMENTAL RISK MGMT AGENCY	OCT DED W.C.	\$39,176.85	\$39,176.85
237419	605-0301-552.20-50	NORTHWEST COMMUNITY HOSPITAL	SERVICE HEALTH TESTING	\$2,315.00	\$5,947.00
			SERVICE HEALTH TESTING	\$2,274.00	
			SERVICE HEALTH TESTING	\$1,271.00	
			SERVICE HEALTH TESTING	\$87.00	
237483	101-0301-503.21-65	VERIZON WIRELESS	ACCT 28544404900001	\$116.72	\$116.72
901952	605-0301-552.20-60	HMO ILLINOIS	HMO BILLING	\$298,342.87	\$298,342.87
901954	101-0301-503.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$4.92	\$4.92
	605-0301-552.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$2.16	\$2.16
Division 1 Total					\$344,330.47
Department 3 Total					\$344,330.47

WARRANT REGISTER - GM0002**Department: 4 Legal Department****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237505	101-0401-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$140.90	\$140.90
901954	101-0401-503.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$1.71	\$1.71
				Division 1 Total	\$142.61
				Department 4 Total	\$142.61

WARRANT REGISTER - GM0002**Department: 5 Finance****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237282	101-0501-503.30-05	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$36.95	\$36.95
237323	101-0501-503.30-01	CHICAGO TRIBUNE	SUBSCRIPTION	\$139.50	\$139.50
237336	101-0501-503.22-01	PADDOCK PUBLICATIONS	ADVERTISING	\$147.15	\$147.15
237374	611-0501-552.42-61	INTERGOVERNMENTAL RISK MGMT AGENCY	OCT DED AUTO	\$10,181.44	\$30,843.46
			OCT DED GEN'L LIAB	\$20,662.02	
237422	101-0501-503.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$55.34	\$516.31
			OFFICE SUPPLIES	\$83.81	
			OFFICE SUPPLIES	\$255.34	
			OFFICE SUPPLIES	\$121.82	
237427	101-0501-503.22-03	PETTY CASH	TRAVEL & TRAINING	\$34.90	\$34.90
237446	101-0501-503.22-10	SEBIS DIRECT INC	PRINTING SERVICES	\$960.61	\$960.61
237485	101-0501-503.21-65	VERIZON WIRELESS	ACCT 38508581800001	\$32.11	\$32.11
901954	101-0501-503.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$849.39	\$849.39
	505-0501-503.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$840.60	\$840.60
901955	505-0501-503.22-05	SEBIS DIRECT INC	POSTAGE REPLENISHMENT	\$2,645.36	\$2,645.36
Division 1 Total					\$37,046.34
Department 5 Total					\$37,046.34

WARRANT REGISTER - GM0002**Department: 6 Information Technology****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237321	625-0601-553.20-39	CDW GOVERNMENT INC	PROFESSIONAL SERVICES	\$1,555.65	\$1,555.65
237360	625-0601-553.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM H017E0QI2 A	\$71.99	\$71.99
	625-0601-572.50-10	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US H260R0OS2	\$17.43	\$30.41
			AMZN MKTP US HB1EP1L20	\$12.98	
237373	625-0601-553.33-05	INSIGHT PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	\$5,250.00	\$5,250.00
237407	625-0601-553.20-05	MUNICIPAL GIS PARTNERS INC	PROFESSIONAL SERVICES	\$17,853.83	\$17,853.83
237452	625-0601-572.50-10	SOUTHERN COMPUTER WAREHOUSE	OFFICE EQUIPMENT	\$778.66	\$778.66
237484	625-0601-553.21-65	VERIZON WIRELESS	ACCT 78036610800001	\$390.16	\$390.16
237492	625-0601-553.21-65	VERIZON WIRELESS	ACCT 98726153700001	\$684.28	\$684.28
237493	625-0601-553.21-65	VERIZON WIRELESS	ACCT 68500580500001	\$1,451.14	\$1,451.14
				Division 1 Total	\$28,066.12
				Department 6 Total	\$28,066.12

WARRANT REGISTER - GM0002**Department: 10 Boards & Commissions****Division: 18**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237292	515-1018-525.40-55	ARLINGTON RENTAL INC	TREE LIGHTING EVENT	\$266.00	\$266.00
237339	515-1018-525.40-55	FASTSIGNS	TREE LIGHTING EVENT	\$245.70	\$245.70
237390	515-1018-525.40-55	XAVIER LIPANI	TREE LIGHTING EVENT	\$300.00	\$300.00
237409	515-1018-525.40-55	NADEAUS ICE SCULPTURES	TREE LIGHTING EVENT	\$2,095.00	\$2,095.00
237424	515-1018-525.40-55	PASSERO	HARMONY FEST	\$90.00	\$90.00
237442	515-1018-525.40-55	SALSA 17	HARMONY FEST	\$50.00	\$50.00
				Division 18 Total	\$3,046.70
				Department 10 Total	\$3,046.70

WARRANT REGISTER - GM0002**Department: 20 Special Events****Division: 5**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237463	515-2005-525.50-55	TC FURLONG INC	RADIO & TELECOMMUNICATION	\$5,827.03	\$5,827.03
				Division 5 Total	\$5,827.03
				Department 20 Total	\$5,827.03

WARRANT REGISTER - GM0002**Department: 30 Police Department****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237272	101-3001-511.33-05	A & E RUBBER STAMP CORP	OFFICE SUPPLIES	\$41.00	\$41.00
237274	101-3001-511.21-65	ACCURATE DOCUMENT DESTRUCTION	SHREDDING SERVICES	\$535.52	\$535.52
237310	101-3001-511.21-65	BRIGHTSIDE CLINIC	PROFESSIONAL SERVICES	\$4,375.00	\$6,500.00
			PROFESSIONAL SERVICES	\$2,125.00	
237338	101-3001-511.21-65	EXPERIAN	SERVICE MISCELLANEOUS	\$50.24	\$50.24
237341	101-3001-511.33-25	FIELDS OUTDOOR ADVENTURES, LLP	POLICE EQUIPMENT & SUPPLY	\$9,680.00	\$9,680.00
237356	101-3001-511.30-35	DANIEL HALTER	CLOTHNG & APPAREL	\$161.05	\$161.05
237378	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	\$100.00	\$100.00
237391	101-3001-511.21-65	LIVE 4 LALI INC	POLICE EQUIPMENT & SUPPLY	\$574.61	\$574.61
237405	101-3001-511.21-65	MINUTEMAN SECURITY TECHNOLOGIES	POLICE EQUIPMENT & SUPPLY	\$11,452.48	\$11,452.48
237412	101-3001-511.33-25	NORTH AMERICAN RESCUE	POLICE EQUIPMENT & SUPPLY	\$558.62	\$558.62
237413	101-3001-511.22-03	NORTH EAST MULTI REGIONAL TRAINING	TRAVEL & TRAINING	\$80.00	\$80.00
237414	101-3001-511.22-02	NORTH SUBURBAN ASSOC CHF POLICE	DUES	\$75.00	\$75.00
237415	101-3001-511.22-02	NORTH SUBURBAN ASSOC CHF POLICE	DUES	\$75.00	\$75.00
237416	101-3001-511.22-02	NORTH SUBURBAN ASSOC CHF POLICE	DUES	\$75.00	\$75.00
237417	101-3001-511.22-02	NORTH SUBURBAN ASSOC CHF POLICE	DUES	\$75.00	\$75.00
237420	101-3001-511.33-05	NORTHWESTERN UNIVERSITY	MISCELLANEOUS SUPPLIES	\$25.00	\$25.00
237429	101-3001-511.21-65	PORTER LEE CORP	PROFESSIONAL SERVICES	\$1,513.00	\$1,513.00
237433	101-3001-511.30-35	RAY O'HERRON	CLOTHING & APPAREL	\$205.00	\$779.38
			CLOTHING & APPAREL	\$146.49	
			CLOTHING & APPAREL	\$283.90	
			CLOTHING & APPAREL	\$143.99	
237443	101-3001-511.33-25	SAMS CLUB/SYNCHRONY BANK	POLICE EQUIPMENT & SUPPLY	\$217.22	\$217.22

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237449	101-3001-511.33-05	SHERWIN ACE HARDWARE	POLICE EQUIPMENT & SUPPLY	\$21.99	\$21.99
237478	101-3001-511.21-02	ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT MAINTENANCE	\$95.00	\$95.00
237488	101-3001-511.21-65	VERIZON WIRELESS	ACCT 68682493000001	\$2,124.83	\$2,124.83
237489	235-3001-532.33-05	VERIZON WIRELESS	ACCT 54209747800003	\$35.01	\$35.01
237497	101-3001-511.22-03	VIRTRA	POLICE EQUIPMENT & SUPPLY	\$6,224.35	\$6,224.35
901954	101-3001-511.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$556.37	\$556.37
				Division 1 Total	\$41,625.67

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237307	231-3003-511.40-01	BENTLEY'S PETSTUFF	CANINE UNIT PROGRAM	\$141.60	\$141.60
237330	231-3003-511.40-11	COMMISSION ON ACCREDITATION	POLICE EQUIPMENT & SUPPLY	\$4,595.00	\$4,595.00
				Division 3 Total	\$4,736.60
				Department 30 Total	\$46,362.27

WARRANT REGISTER - GM0002**Department: 35 Fire****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237278	101-3501-512.30-35	AIR ONE EQUIPMENT	CLOTHING & APPAREL	\$325.00	\$325.00
	101-3501-512.31-85	AIR ONE EQUIPMENT	FIRE EQUIPMENT & SUPPLY	\$5,737.00	\$5,737.00
237343	101-3501-512.21-11	FIRE SOAPS	FIRE EQUIPMENT & SUPPLY	\$1,246.59	\$1,246.59
237350	101-3501-512.30-35	GALLS LLC	CLOTHING & APPAREL	\$105.88	\$350.48
			CLOTHING & APPAREL	\$113.08	
			CLOTHING & APPAREL	\$131.52	
237361	101-3501-512.22-02	LANCE HARRIS	DUES	\$60.00	\$60.00
237370	101-3501-512.22-03	ILLINOIS FIRE CHIEFS ASSOCIATION	TRAVEL & TRAINING	\$3,550.00	\$7,100.00
			TRAVEL & TRAINING	\$3,550.00	
237378	101-3501-512.30-35	JG UNIFORMS	CLOTHING & APPAREL	\$685.00	\$685.00
237422	101-3501-512.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$45.59	\$45.59
237432	101-3501-512.31-65	PRO FIRE SALES & SERVICE INC	FIRE EQUIPMENT & SUPPLY	\$30.00	\$180.00
			FIRE EQUIPMENT & SUPPLY	\$150.00	
237438	101-3501-512.22-03	ROMEONVILLE FIRE DEPARTMENT	TRAVEL & TRAINING	\$1,200.00	\$2,050.00
			TRAVEL & TRAINING	\$850.00	
237448	101-3501-512.30-05	SETON	OFFICE SUPPLIES	\$52.35	\$52.35
237449	101-3501-512.30-05	SHERWIN ACE HARDWARE	OFFICE SUPPLIES	\$8.46	\$8.46
237457	101-3501-512.22-03	STROJNY, DAVID	TRAVEL & TRAINING	\$125.00	\$125.00
237469	101-3501-512.30-35	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$147.00	\$326.00
			CLOTHING & APPAREL	\$179.00	
237481	101-3501-512.21-65	VERIZON WIRELESS	ACCT 44205897800001	\$931.24	\$931.24
901954	101-3501-512.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$29.64	\$29.64
Division 1 Total					\$19,252.35

Check Date: 12-15-2022

Tuesday, December 13, 2022

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
				Department 35 Total	\$19,252.35

WARRANT REGISTER - GM0002**Department: 37 Foreign Fire Insurance****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237279	227-3701-512.22-03	MARK ALECKSON	TRAVEL & TRAINING	\$430.62	\$430.62
237389	227-3701-512.22-03	BRADLEY LINDGREN	TRAVEL & TRAINING	\$191.25	\$191.25
237469	227-3701-512.30-35	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$525.00	\$962.50
			CLOTHING & APPAREL	\$212.50	
			CLOTHING & APPAREL	\$87.50	
			CLOTHING & APPAREL	\$137.50	
Division 1 Total					\$1,584.37
Department 37 Total					\$1,584.37

WARRANT REGISTER - GM0002**Department: 40 Planning****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237302	101-4001-521.40-41	AUDACY OPERATIONS, INC.	ADVERTISING	\$1,855.00	\$4,300.00
			ADVERTISING	\$2,445.00	
237305	101-4001-521.40-41	BANNERVILLE USA	PRINTING SERVICES	\$7,882.50	\$7,882.50
	267-4001-571.50-25	BANNERVILLE USA	PRINTING SERVICES	\$7,882.50	\$7,882.50
237316	101-4001-521.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$20.29	\$34.10
			OFFICE MACHINES & ACCESS	\$13.81	
237337	101-4001-521.30-01	DAILY HERALD	SUBSCRIPTION	\$640.60	\$640.60
237353	101-4001-521.20-05	GOVTEMPSUSA LLC	PROFESSIONAL SERVICES	\$1,050.00	\$1,050.00
237387	101-4001-521.21-65	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIPTS	\$345.00	\$673.00
			TRANSCRIPTS	\$328.00	
237427	101-4001-521.40-41	PETTY CASH	MISCELLANEOUS SUPPLIES	\$50.95	\$50.95
237480	101-4001-521.21-65	VERIZON WIRELESS	ACCT 38042002700001	\$88.28	\$88.28
901954	101-4001-521.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$8.04	\$8.04
Division 1 Total					\$22,609.97
Department 40 Total					\$22,609.97

WARRANT REGISTER - GM0002**Department: 45 Building****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237309	101-4501-523.30-35	BRAND IT ON APPAREL CO	CLOTHING & APPAREL	\$419.00	\$419.00
237316	101-4501-523.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$36.60	\$36.60
237355	101-4501-523.20-35	GRIVAS KRAUSE ASSOCIATES LTD	ENGINEERING REVIEW	\$675.00	\$675.00
237360	101-4501-523.22-02	HARRIS TRUST & SAVINGS BANK	NWBOCA	\$340.00	\$340.00
	101-4501-523.22-03	HARRIS TRUST & SAVINGS BANK	NWBOCA	\$100.00	\$768.97
			NWBOCA	\$200.00	
			NWBOCA	\$400.00	
			ROSATIS PIZZA	\$68.97	
	101-4501-523.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM H80DM6H82 A	\$67.94	\$243.29
			AMAZON.COM HT0NQ8HJ2 A	\$98.38	
			AMAZON.COM HT4BE5DV1 A	\$6.99	
			AMZN MKTP US H880R5TW0	\$69.98	
237371	101-4501-523.22-02	IL FIRE INSPECTORS ASSOC	DUES	\$100.00	\$100.00
237385	101-4501-523.22-03	JOHN LANDERS	TRAVEL & TRAINING	\$554.86	\$554.86
237422	101-4501-523.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$755.66	\$755.66
237427	101-4501-523.22-03	PETTY CASH	TRAVEL & TRAINING	\$20.00	\$20.00
	101-4501-523.30-05	PETTY CASH	OFFICE SUPPLIES	\$64.42	\$64.42
237451	101-4501-523.30-35	SHU BEE	CLOTHING & APPAREL	\$266.83	\$266.83
237458	101-4501-523.22-02	SUBURBAN BLDG OFFICALS CONFER	DUES	\$100.00	\$100.00
237468	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	\$35.00	\$385.00
			SERVICE BLDG MAINT	\$70.00	
			SERVICE BLDG MAINT	\$105.00	
			SERVICE BLDG MAINT	\$35.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237468	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	\$105.00	\$385.00
			SERVICE BLDG MAINT	\$35.00	
237472	101-4501-523.22-10	TOTAL PRINT SOLUTIONS	PRINTING SERVICES	\$145.00	\$145.00
237486	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800001	\$563.89	\$563.89
237487	101-4501-523.21-65	VERIZON WIRELESS	ACCT 54209747800002	\$310.09	\$310.09
237505	101-4501-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$26.00	\$52.00
			OFFICE MACHINES & ACCESS	\$26.00	
901954	101-4501-523.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$1,789.02	\$1,789.02
				Division 1 Total	\$7,589.63
				Department 45 Total	\$7,589.63

WARRANT REGISTER - GM0002**Department: 70 Health****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237283	101-7001-541.22-40	AMERICAN TAXI DISPATCH	MISCELLANEOUS SERVICES	\$35.00	\$35.00
237290	101-7001-541.41-16	ARLINGTON HTS PARK DISTRICT	CDBG	\$3,684.69	\$3,684.69
237316	101-7001-541.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$23.39	\$23.39
237360	101-7001-541.21-02	HARRIS TRUST & SAVINGS BANK	TUNDRA RESTAURANT SUPP	\$292.09	\$292.09
	101-7001-541.21-65	HARRIS TRUST & SAVINGS BANK	SFAX	\$30.74	\$30.74
	101-7001-541.22-02	HARRIS TRUST & SAVINGS BANK	ILLINOIS ENVIRONMENTAL	\$55.00	\$220.00
			ILLINOIS ENVIRONMENTAL	\$55.00	
			ILLINOIS ENVIRONMENTAL	\$55.00	
			ILLINOIS ENVIRONMENTAL	\$55.00	
	101-7001-541.22-03	HARRIS TRUST & SAVINGS BANK	ILLINOIS ENVIRONMENTAL	\$125.00	\$125.00
	101-7001-541.30-05	HARRIS TRUST & SAVINGS BANK	THERMOWORKS, INC.	(\$5.19)	\$82.99
			THERMOWORKS, INC.	\$88.18	
237422	101-7001-541.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$87.31	\$87.31
237427	101-7001-541.22-03	PETTY CASH	TRAVEL & TRAINING	\$28.75	\$28.75
237460	101-7001-541.40-61	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$859.00	\$859.00
237490	101-7001-541.21-65	VERIZON WIRELESS	ACCT 88556712200001	\$368.04	\$368.04
237508	101-7001-541.21-65	5 STAR INTERPRETING	PROFESSIONAL SERVICES	\$172.00	\$172.00
901954	101-7001-541.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$4.23	\$4.23
Division 1 Total					\$6,013.23

Division: 7

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237360	101-7007-541.21-65	HARRIS TRUST & SAVINGS BANK	WWW.VOLGISTICS.COM	\$61.00	\$61.00

Check Date: 12-15-2022

Tuesday, December 13, 2022

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237360	101-7007-541.31-65	HARRIS TRUST & SAVINGS BANK	JEWEL OSCO 3491	\$235.62	\$235.62
				Division 7 Total	\$296.62
				Department 70 Total	\$6,309.85

WARRANT REGISTER - GM0002**Department: 71 Public Works****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
90158	101-7101-531.21-11	BEST TECHNOLOGY SYSTEMS INC	SERVICE BLDG MAINT	\$4,425.00	\$4,425.00
237273	101-7101-531.31-85	ABT ELECTRONICS	POLICE EQUIPMENT	\$1,343.97	\$1,343.97
237276	101-7101-531.31-75	ACTIVE ELECTRICAL SUPPLY CO	STREET SUPPLIES	\$1,505.20	\$1,505.20
237280	101-7101-531.31-85	ALEXANDER EQUIPMENT CO INC	FORESTRY EQUIPMENT	\$309.80	\$309.80
237281	101-7101-531.21-11	ALPHA BUILDING MAINTENANCE SRVS	SERVICE BLDG MAINT	\$3,726.33	\$3,726.33
237284	101-7101-531.21-55	APEX LANDSCAPING INC	SERVICE MISCELLANEOUS	\$5,655.77	\$7,818.23
			SERVICE MISCELLANEOUS	\$1,872.00	
			SERVICE MISCELLANEOUS	\$290.46	
237285	101-7101-531.21-02	AQUALAB WATER TREATMENT INC	EQUIPMENT MAINTENANCE	\$285.00	\$285.00
237294	101-7101-531.22-70	AT & T	ACCT 217S667106106	\$2,120.18	\$2,120.18
237295	101-7101-531.22-70	AT & T	ACCT 84725535058159	\$838.30	\$838.30
237296	101-7101-531.22-70	AT & T	ACCT 84759060006156	\$1,032.67	\$1,032.67
237297	101-7101-531.22-70	AT & T	ACCT 84725331203952	\$1,565.43	\$1,565.43
237298	101-7101-531.22-70	AT & T	ACCT 8310010134261	\$1,144.41	\$1,144.41
237299	101-7101-531.22-70	AT & T	ACCT 8310010146347	\$899.96	\$899.96
237301	101-7101-531.22-70	AT & T LONG DISTANCE	ACCT 2147713	\$24.69	\$24.69
237304	401-7101-571.50-60	B AND F CONSTRUCTION CODE SERVICES	PROFESSIONAL SERVICES	\$1,350.00	\$1,350.00
237306	101-7101-531.31-70	BATTERIES PLUS BULBS #842	TRAFFIC SUPPLIES	\$1,295.70	\$1,295.70
237308	101-7101-531.30-35	BONIFAZI ROBERT A	CLOTHING & APPAREL	\$131.99	\$131.99
237311	401-7101-571.50-30	WILLIAM BRUCKS	RESIDENT REIMBURSE	\$468.75	\$468.75
237312	401-7101-571.50-30	BUILDERS PAVING LLC	SERVICE CONSTRUCTION	\$131,368.50	\$131,368.50
237316	101-7101-531.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$9.53	\$9.53
237318	401-7101-571.50-30	DAVID CARPENTER	RESIDENT REIMBURSE	\$468.75	\$468.75

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237319	401-7101-571.50-30	JOHN CARR	RESIDENT REIMBURSE	\$625.00	\$625.00
237324	101-7101-531.21-55	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	\$920.89	\$3,430.89
			PROFESSIONAL SERVICES	\$565.57	
			PROFESSIONAL SERVICES	\$1,044.07	
			PROFESSIONAL SERVICES	\$900.36	
	401-7101-571.50-30	CHRISTOPHER B BURKE LTD	SERVICE TREES	\$2,259.40	\$2,259.40
237327	401-7101-571.50-30	CIVILTECH ENGINEERING INC	SERVICE CONSULTING	\$1,108.92	\$3,921.20
			SERVICE CONSULTING	\$2,812.28	
237329	101-7101-531.22-70	COMCAST CABLE	TV	\$31.56	\$31.56
237332	101-7101-531.21-02	COMPLETE CLEANING CO INC	SERVICE BLDG MAINT	\$5,211.07	\$5,211.07
237333	101-7101-531.21-11	CRYSTAL MAINTENANCE & MGMT SRVS	SERVICE BLDG MAINT	\$10,025.00	\$10,025.00
237340	101-7101-531.31-45	FERGUSON FACILITIES SUPPLY HP#3400	VEH MAINTENANCE SUPPLY	\$161.40	\$161.40
237344	101-7101-531.21-55	FLECKS LANDSCAPING	LANDSCAPING SERVICES	\$2,308.00	\$2,308.00
237351	101-7101-531.30-39	GAS DEPOT INC	FUEL,OIL,GREASE, & LUBES	\$33,865.55	\$53,664.98
			FUEL,OIL,GREASE, & LUBES	\$19,799.43	
237357	101-7101-531.20-05	HAMPTON LENZINI & RENWICK INC	SERVICE CONSULTING	\$195.00	\$195.00
237360	101-7101-531.20-05	HARRIS TRUST & SAVINGS BANK	ADOBE INC.	\$318.68	\$693.68
			APWA - WORK ZONE	\$375.00	
	101-7101-531.21-36	HARRIS TRUST & SAVINGS BANK	SQ KONA ICE OF ARLING	\$500.00	\$500.00
	101-7101-531.22-02	HARRIS TRUST & SAVINGS BANK	ASCE PURCHASING	(\$99.00)	\$1,739.33
			ASCE PURCHASING	\$203.33	
			ASCE PURCHASING	\$285.00	
			ASCE PURCHASING	\$285.00	
			ASCE PURCHASING	\$285.00	
			ASCE PURCHASING	\$285.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237360	101-7101-531.22-02	HARRIS TRUST & SAVINGS BANK	ILCA	\$115.00	\$1,739.33
			ISA	\$190.00	
			ISA	\$190.00	
	101-7101-531.22-03	HARRIS TRUST & SAVINGS BANK	4TE NORTHEASTERN ILLIN	\$297.24	\$4,612.82
			COD TUITION CASHIER PY	(\$495.00)	
			COD TUITION CASHIER PY	(\$449.00)	
			COD TUITION CASHIER PY	\$449.00	
			COD TUITION CASHIER PY	\$495.00	
			COD TUITION CASHIER PY	\$495.00	
			COD TUITION CASHIER PY	\$495.00	
			COD TUITION CASHIER PY	\$495.00	
			COD TUITION CASHIER PY	\$495.00	
			EB 2022 VIRTUAL DEICI	\$50.00	
			EB INTRODUCTION TO PL	\$37.79	
			EB INTRODUCTION TO PL	\$37.79	
			EB TICKET	(\$37.79)	
			EB TICKET	\$37.79	
			IL ARBORIST ASSOC.	\$165.00	
			ILCA	\$280.00	
			INTERNATIONAL MUNICIPA	\$40.00	
			PROSNOWFIGHTMEMBERSP	\$95.00	
			UWCC REGISTRATIONS	(\$150.00)	
			UWCC REGISTRATIONS	\$150.00	
			UWCC REGISTRATIONS	\$150.00	
			UWCC REGISTRATIONS	\$485.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237360	101-7101-531.22-03	HARRIS TRUST & SAVINGS BANK	UWCC REGISTRATIONS	\$995.00	\$4,612.82
	101-7101-531.30-05	HARRIS TRUST & SAVINGS BANK	OFFICE DEPOT #3372	\$31.99	\$167.99
			SQ BIOGREEN	\$136.00	
	101-7101-531.31-40	HARRIS TRUST & SAVINGS BANK	PRAIRIE MOON NURSERY	\$120.00	\$922.44
			SHERRILLTREE	\$209.50	
			STUEWE AND SONS INC -	\$291.47	
			STUEWE SONS INC	\$301.47	
	101-7101-531.31-55	HARRIS TRUST & SAVINGS BANK	MIDWEST PARTS DISTRIB	\$20.29	\$623.78
			MIDWEST PARTS DISTRIB	\$561.33	
			WAL-MART #1681	\$42.16	
	101-7101-531.31-65	HARRIS TRUST & SAVINGS BANK	EB 2022 VIRTUAL DEICI	\$50.00	\$1,179.56
			EB 2022 VIRTUAL DEICI	\$50.00	
			EDDIES RESTAURANT AND	\$150.00	
			JEWEL OSCO 3422	\$67.49	
			PARTY CITY 196	\$42.00	
			SAMS CLUB #6464	\$118.94	
			SAMSClub.COM	\$112.32	
			TARGET 00011767	\$47.71	
			TLF BUSSES FLOWERS AND	(\$5.00)	
			TLF BUSSES FLOWERS AND	\$65.00	
			TOTALLY PROMOTIONAL	\$440.00	
			WAL-MART #2815	\$41.10	
	515-7101-525.33-05	HARRIS TRUST & SAVINGS BANK	WAL-MART #2815	\$21.44	\$54.24
			WAL-MART #2815	\$32.80	
237362	101-7101-531.21-02	HASTINGS AIR ENERGY CONTROL	SERVICE BLDG MAINT	\$983.96	\$983.96

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237363	101-7101-531.21-02	HAYES MECHANICAL	SERVICE BLDG MAINT	\$802.14	\$5,110.47
			SERVICE BLDG MAINT	\$1,209.19	
			SERVICE BLDG MAINT	\$917.43	
			SERVICE BLDG MAINT	\$863.04	
			SERVICE BLDG MAINT	\$549.01	
			SERVICE BLDG MAINT	\$296.58	
			SERVICE BLDG MAINT	\$473.08	
237366	101-7101-531.21-36	HENDRICKSEN ROBERT W COMPANY	EQUIPMENT RENTAL	\$4,163.85	\$6,182.60
			EQUIPMENT RENTAL	\$2,018.75	
	101-7101-531.21-55	HENDRICKSEN ROBERT W COMPANY	SERVICE TREES	\$13,008.07	\$34,682.32
			SERVICE TREES	\$3,305.33	
			SERVICE TREES	\$11,196.06	
			SERVICE TREES	\$7,172.86	
237367	101-7101-531.31-65	ROBERT HORNE	MISCELLANEOUS SUPPLIES	\$58.83	\$58.83
237375	101-7101-531.21-11	INTL EXTERMINATORS INC	FIRE 1 EXTERM - AUGUST	\$60.00	\$1,774.00
			HISTORICAL EXTERM-AUG	\$120.00	
			VH EXTERM - AUGUST	\$147.00	
			POLICE EXTERM - AUGUST	\$65.00	
			PW EXTERM - AUGUST	\$88.00	
			SEN CENTER EXTERM-AUG	\$88.00	
			TRAIN EXTERM - AUGUST	\$104.00	
			VH EXTERIOR EXTERM-AUG	\$60.00	
			FIRE 1 EXTERM-NOV	\$60.00	
			HISTORICAL EXTERM-NOV	\$120.00	
			VH EXTERM-NOV	\$147.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237375	101-7101-531.21-11	INTL EXTERMINATORS INC	POLICE EXTERM-NOV	\$65.00	\$1,774.00
			PW EXTERM-NOV	\$88.00	
			SEN CENTER EXTERM-NOV	\$88.00	
			TRAIN STA EXTERM-NOV	\$104.00	
			VH EXTERM-NOV	\$60.00	
			PW EXTERIOR EXTERM-OCT	\$210.00	
			PW INTERIOR EXTERM-OCT	\$100.00	
237377	101-7101-531.31-40	JCK CONTRACTORS	LANDSCAPING SUPPLIES	\$1,500.00	\$1,500.00
237394	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	ELECTRICAL EQUIP & SUPPLY	\$26.79	\$157.59
			HARDWARE SUPPLIES	\$130.80	
	101-7101-531.31-85	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	\$285.00	\$285.00
237401	101-7101-531.20-05	MECO CONSULTING	PROFESSIONAL SERVICES	\$3,000.00	\$3,000.00
237402	101-7101-531.31-55	MECOR INC	ELECTRICAL SUPPLIES	\$2,390.90	\$2,390.90
237408	101-7101-531.30-35	STEVEN MURRAY	CLOTHING & APPAREL	\$182.66	\$182.66
237411	101-7101-531.21-50	NICOR	ACCT 01701843946	\$5,746.00	\$5,746.00
237422	101-7101-531.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES, GENERAL	\$28.99	\$28.99
237423	101-7101-531.22-70	PTS COMMUNICATIONS	PAY PHONE	\$75.00	\$225.00
			PAY PHONE	\$75.00	
			PAY PHONE	\$75.00	
237426	101-7101-531.31-40	PESCHES FLOWER SHOP	LANDSCAPING SUPPLIES	\$95.97	\$95.97
237427	101-7101-531.31-65	PETTY CASH	MISCELLANEOUS SUPPLIES	\$15.75	\$180.28
			MISCELLANEOUS SUPPLIES	\$20.01	
			MISCELLANEOUS SUPPLIES	\$28.58	
			MISCELLANEOUS SUPPLIES	\$35.00	
			MISCELLANEOUS SUPPLIES	\$47.97	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237427	101-7101-531.31-65	PETTY CASH	OFFICE SUPPLIES	\$32.97	\$180.28
237428	235-7101-571.50-25	PF CONSTRUCTION	SERVICE CONSTRUCTION	\$6,940.00	\$6,940.00
237431	101-7101-531.22-70	PRECISE MRM LLC	MONTHLY DATA PLAN	\$532.00	\$532.00
237435	101-7101-531.20-05	RITTER GIS	PROFESSIONAL SERVICES	\$2,422.50	\$5,620.00
			PROFESSIONAL SERVICES	\$3,197.50	
237436	101-7101-531.30-35	ZACK RODDY	CLOTHING & APPAREL	\$200.00	\$200.00
237437	101-7101-531.30-35	ARIANNA ROLDAN	CLOTHING & APPAREL	\$191.20	\$191.20
237441	426-7101-571.50-25	SALCEPUDES, MIAZEL	ENHANCED SEWER REBATE	\$11,250.00	\$11,250.00
237449	101-7101-531.31-55	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$60.52	\$159.69
			HARDWARE SUPPLIES	\$3.24	
			HARDWARE SUPPLIES	\$7.96	
			HARDWARE SUPPLIES	\$79.99	
			ELECTRICAL SUPPLIES	\$7.98	
	101-7101-531.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$50.83	\$62.82
			HARDWARE SUPPLIES	\$11.99	
	101-7101-531.31-85	SHERWIN ACE HARDWARE	HAND TOOLS-POWER/NON POW	\$710.24	\$2,926.59
			HAND TOOLS-POWER/NON POW	\$2,135.39	
			HARDWARE SUPPLIES	\$30.98	
			HARDWARE SUPPLIES	\$49.98	
237455	101-7101-531.31-55	STANDARD PIPE & SUPPLY INC	PLUMBING SUPPLIES	\$116.69	\$170.06
			PLUMBING SUPPLIES	\$53.37	
237460	101-7101-531.22-10	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$50.00	\$50.00
237461	101-7101-531.22-02	JOHN TARRANT	DUES	\$50.00	\$50.00
237474	101-7101-531.31-70	TRAFFIC CONTROL & PROTECTION	TRAFFIC SUPPLIES	\$505.00	\$505.00
	101-7101-531.31-80	TRAFFIC CONTROL & PROTECTION	TRAFFIC SUPPLIES	\$2,205.50	\$2,205.50

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237477	101-7101-531.31-45	ULINE INC	JANITORIAL SUPPLIES	\$206.76	\$206.76
237479	101-7101-531.21-11	UNIFIRST CORPORATION	FIRE 4 FLOOR MATS 11/1	\$48.53	\$1,070.56
			FIRE 1 FLOOR MATS 11/2	\$38.03	
			POLICE FLOOR MATS 11/2	\$68.55	
			FIRE 3 FLOOR MATS 11/7	\$38.03	
			FIRE 2 FLOOR MATS	\$57.17	
			VH FLOOR MATS 11/7	\$154.55	
			FIRE 4 FLOOR MATS 11/15	\$48.53	
			FIRE 1 FLOOR MATS 11/16	\$38.03	
			VH FLOOR MATS 11/16	\$192.29	
			POLICE FLOOR MATS 11/16	\$68.55	
			FIRE 3 FLOOR MATS 11/21	\$38.03	
			FIRE 2 FLOOR MATS 11/21	\$57.17	
			VH FLOOR MATS 11/21	\$154.55	
			POLICE FLOOR MATS 11/30	\$68.55	
237481	101-7101-531.22-70	VERIZON WIRELESS	ACCT 44205897800001	\$327.32	\$327.32
237482	101-7101-531.22-70	VERIZON WIRELESS	ACCT 64202486400001	\$356.40	\$356.40
237495	101-7101-531.22-70	VERIZON WIRELESS	ACCT 58675303500001	\$3,315.38	\$3,315.38
237499	101-7101-531.21-55	WEST CENTRAL MUNICIPAL CONF	AGRICULTURAL SUPPLIES	\$67,253.05	\$67,253.05
237502	101-7101-531.22-70	WILSON CONSULTING	PROFESSIONAL SERVICES	\$375.00	\$375.00
237505	101-7101-531.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$85.00	\$85.00
802255	101-7101-531.22-70	AT & T	ACCT 84725334382001	\$103.27	\$417.10
			ACCT 84734215365273	\$50.13	
			ACCT 84739420624707	\$50.15	
			ACCT 84739443682112	\$50.13	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802255	101-7101-531.22-70	AT & T	ACCT 84739893361501	\$51.63	\$417.10
			ACCT 84739893901330	\$55.90	
			ACCT 84759391411742	\$55.89	
802256	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0002031003	\$31.55	\$1,202.28
			ACCT 4321662000	\$706.01	
			ACCT 4643388009	\$464.72	
802257	101-7101-531.21-50	CONSTELLATION NEW ENERGY INC	ACCT 8063218	\$380.95	\$6,066.06
			ACCT 8063214	\$5,685.11	
802258	101-7101-531.21-50	NICOR	ACCT 04055600003	\$238.43	\$30,513.77
			ACCT 06802945268	\$49.69	
			ACCT 15839647334	\$159.09	
			ACCT 19426400008	\$250.94	
			ACCT 25422686599	\$10,710.54	
			ACCT 28178600004	\$312.03	
			ACCT 38096400007	\$645.86	
			ACCT 38178600003	\$250.65	
			ACCT 40178600009	\$115.68	
			ACCT 43278600002	\$348.00	
			ACCT 53278600001	\$578.62	
			ACCT 55616726109	\$7,164.98	
			ACCT 58401600000	\$883.81	
			ACCT 72489260108	\$1,049.44	
			ACCT 95407400001	\$1,994.03	
			ACCT 96945600003	\$4,249.36	
			ACCT 97034457784	\$1,512.62	

Check Date: 12-15-2022

Tuesday, December 13, 2022

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
901954	101-7101-531.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$16.05	\$16.05
				Division 1 Total	\$459,111.89
				Department 71 Total	\$459,111.89

WARRANT REGISTER - GM0002**Department: 72 Water and Sewer****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237286	505-7201-561.30-35	SAM ARGIRIS	CLOTHING & APPAREL	\$200.00	\$200.00
237315	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	\$16,713.45	\$16,713.45
	505-7201-561.21-62	C C CARTAGE INC	SERVICE DISPOSAL	\$4,420.00	\$4,420.00
	505-7201-561.31-90	C C CARTAGE INC	STREET/SIDEWALK SUPPLIES	\$2,302.51	\$2,302.51
237328	505-7201-561.22-70	COMCAST CABLE	TV	\$2.10	\$2.10
237331	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	\$89.53	\$89.53
237342	505-7201-561.31-02	FIRE HOSE DIRECT	VEH MAINTENANCE SUPPLY	\$280.00	\$280.00
237354	505-7201-561.31-55	GRAINGER W W INC	HARDWARE SUPPLIES	\$133.18	\$176.93
			HARDWARE SUPPLIES	\$43.75	
237359	505-7201-561.31-07	HARBOR FREIGHT TOOLS	SEWER SUPPLIES	\$29.98	\$29.98
	505-7201-561.31-85	HARBOR FREIGHT TOOLS	SEWER SUPPLIES	\$139.93	\$139.93
237360	505-7201-561.20-05	HARRIS TRUST & SAVINGS BANK	ADOBE INC.	\$318.69	\$318.69
	505-7201-561.21-65	HARRIS TRUST & SAVINGS BANK	APPLE.COM/BILL	\$0.99	\$2.97
			APPLE.COM/BILL	\$0.99	
			APPLE.COM/BILL	\$0.99	
	505-7201-561.22-03	HARRIS TRUST & SAVINGS BANK	4TE NORTHEASTERN ILLIN	\$594.51	\$594.51
	505-7201-561.31-05	HARRIS TRUST & SAVINGS BANK	CROWN CUSTOMS & COATIN	\$259.38	\$259.38
	505-7201-561.31-65	HARRIS TRUST & SAVINGS BANK	EDDIES RESTAURANT AND	\$150.00	\$1,486.38
			GALCO INDUSTRIAL ELECT	\$300.66	
			JEWEL OSCO 3422	\$67.49	
			MEIJER # 228	\$90.09	
			POLYCASE	\$421.28	
			SAMS CLUB #6464	\$118.94	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237360	505-7201-561.31-65	HARRIS TRUST & SAVINGS BANK	SAMSClub.COM	\$112.32	\$1,486.38
			TARGET 00011767	\$47.72	
			THE HOME DEPOT #1913	\$76.47	
			THE UPS STORE 4073	\$13.91	
			TRACEABLE	\$87.50	
237364	505-7201-561.21-35	HBK WATER METER SERVICE INC	METERS SERVICE	\$420.28	\$420.28
237367	505-7201-561.31-65	ROBERT HORNE	MISCELLANEOUS SUPPLIES	\$58.83	\$58.83
237368	505-7201-561.20-05	HR GREEN INC.	SERVICE CONSULTING	\$2,036.25	\$2,036.25
237369	505-7201-561.31-65	IDEXX DISTRIBUTION INC	MISCELLANEOUS SUPPLIES	\$1,011.81	\$1,011.81
237372	505-7201-561.22-03	IL PUBLIC WORKS MUTUAL AID NETWORK	DUES	\$250.00	\$250.00
237394	505-7201-561.31-65	LOWES COMMERCIAL SERVICES	PLUMBING SUPPLIES	\$16.09	\$16.09
237422	505-7201-561.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$8.94	\$555.97
			OFFICE SUPPLIES	\$47.54	
			OFFICE SUPPLIES	\$499.49	
237431	505-7201-561.22-70	PRECISE MRM LLC	MONTHLY DATA PLAN	\$532.00	\$532.00
237449	505-7201-561.31-02	SHERWIN ACE HARDWARE	PLUMBING SUPPLIES	\$49.90	\$49.90
	505-7201-561.31-07	SHERWIN ACE HARDWARE	PLUMBING SUPPLIES	\$6.90	\$17.25
			PLUMBING SUPPLIES	\$10.35	
	505-7201-561.31-65	SHERWIN ACE HARDWARE	PLUMBING SUPPLIES	\$4.59	\$40.05
			HARDWARE SUPPLIES	\$11.99	
			HARDWARE SUPPLIES	\$5.99	
			PLUMBING SUPPLIES	\$17.48	
	505-7201-561.31-85	SHERWIN ACE HARDWARE	HAND TOOLS-POWER/NON POW	\$710.25	\$2,937.58
			HAND TOOLS-POWER/NON POW	\$2,135.40	
			HAND TOOLS-POWER/NON POW	\$31.95	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237449	505-7201-561.31-85	SHERWIN ACE HARDWARE	ELECTRICAL EQUIP & SUPPLY	\$59.98	\$2,937.58
237455	505-7201-561.31-65	STANDARD PIPE & SUPPLY INC	EQUIPMENT MAINTENANCE	\$32.47	\$32.47
237456	505-7201-561.31-65	STANDARD PIPE AND SUPPLY INC	EQUIPMENT MAINTENANCE	\$103.49	\$103.49
237459	505-7201-561.20-05	SUBURBAN LABORATORIES INC	WATER SAMPLE LAB WORK	\$3,678.04	\$3,728.04
			MISCELLANEOUS SUPPLIES	\$50.00	
237476	505-7201-561.30-35	VERONICA TREVINO	CLOTHING & APPAREL	\$174.95	\$174.95
237494	505-7201-561.22-70	VERIZON WIRELESS	ACCT 78635116200001	\$1,226.22	\$1,226.22
237495	505-7201-561.22-70	VERIZON WIRELESS	ACCT 58675303500001	\$2,210.25	\$2,210.25
237498	505-7201-561.50-15	WATER PRODUCTS CO	WATER DIST STOCK	\$555.00	\$1,767.00
			WATER DIST STOCK	\$1,212.00	
237506	505-7201-561.50-15	ZIEBELL WATER SERVICE PRODUCTS	WATER DIST STOCK	\$2,330.00	\$5,753.00
			WATER DIST STOCK	\$3,423.00	
802255	505-7201-561.22-70	AT & T	ACCT 84725301748135	\$52.55	\$1,030.34
			ACCT 84759021056118	\$876.52	
			ACCT 84759080850047	\$101.27	
802256	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0111076085	\$316.06	\$511.23
			ACCT 0368380009	\$28.86	
			ACCT 0684023014	\$77.27	
			ACCT 1092085063	\$89.04	
802257	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1050217	\$2,335.28	\$8,877.85
			ACCT 1050218	\$2,302.16	
			ACCT 1050220	\$4,240.41	
802258	505-7201-561.21-50	NICOR	ACCT 19278600002	\$281.94	\$576.98
			ACCT 42567835683	\$56.41	
			ACCT 58544400003	\$78.13	

Check Date: 12-15-2022

Tuesday, December 13, 2022

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802258	505-7201-561.21-50	NICOR	ACCT 90920700003	\$160.50	\$576.98
				Division 1 Total	\$60,934.19
				Department 72 Total	\$60,934.19

WARRANT REGISTER - GM0002**Department: 73 Parking****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237300	235-7301-532.21-50	AT & T	ACCT 847R0608437214	\$247.45	\$247.45
802256	235-7301-532.21-50	COMMONWEALTH EDISON COMPANY	ACCT 4286290000	\$477.67	\$563.37
			ACCT 4643715006	\$19.23	
			ACCT 5231622008	\$66.47	
Division 1 Total				\$810.82	

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237500	235-7302-532.31-90	WEST SIDE TRACTOR SALES CO	VEHICLE MAJOR TRANSPORT	\$5,659.50	\$5,659.50
802255	235-7302-532.21-50	AT & T	ACCT 84725309782425	\$236.62	\$236.62
Division 2 Total					\$5,896.12

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237462	235-7303-532.21-02	TAYLOR PLUMBING	SERVICE BLDG MAINT	\$1,193.14	\$1,193.14
237500	235-7303-532.31-90	WEST SIDE TRACTOR SALES CO	VEHICLE MAJOR TRANSPORT	\$5,659.50	\$5,659.50
802257	235-7303-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1060231	\$963.48	\$963.48
802258	235-7303-532.21-50	NICOR	ACCT 12690400002	\$52.68	\$52.68
Division 3 Total					\$7,868.80

Division: 4

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802258	235-7304-532.21-50	NICOR	ACCT 92296400002	\$172.46	\$172.46
Division 4 Total					\$172.46

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
Department 73 Total					\$14,748.20

WARRANT REGISTER - GM0002**Department: 74 Solid Waste Dispsl SWANCC****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
90157	511-7401-562.21-54	SOLID WASTE AGENCY	FY22 O & M TRUE UP 1 OF 4	\$15,705.94	\$15,705.94
				Division 1 Total	\$15,705.94
				Department 74 Total	\$15,705.94

WARRANT REGISTER - GM0002**Department: 75 Municipal Fleet Services****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237275	621-7501-551.31-51	ACME TRUCK BRAKE & SUPPLY CO	VEH MAINTENANCE SUPPLY	\$492.34	\$492.34
237277	621-7501-551.31-51	ADVANCE AUTO PARTS	VEH MAINTENANCE SUPPLY	(\$149.80)	\$149.80
			VEH MAINTENANCE SUPPLY	\$149.80	
			VEH MAINTENANCE SUPPLY	\$149.80	
237287	621-7501-551.31-51	ARLINGTON HEIGHTS FORD INC	VEH MAINTENANCE SUPPLY	\$132.03	\$841.75
			VEH MAINTENANCE SUPPLY	\$650.28	
			VEH MAINTENANCE SUPPLY	\$59.44	
237303	621-7501-551.21-02	B & K EQUIPMENT	EQUIPMENT MAINTENANCE	\$3,589.50	\$3,589.50
237313	621-7501-551.31-51	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$105.84	\$172.38
			VEH MAINTENANCE SUPPLY	(\$66.54)	
			VEH MAINTENANCE SUPPLY	\$66.54	
			VEH MAINTENANCE SUPPLY	\$66.54	
237320	621-7501-551.31-51	CASSIDY TIRE & SERVICE	VEH MAINTENANCE SUPPLY	\$620.00	\$1,256.00
			VEH MAINTENANCE SUPPLY	\$636.00	
237322	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$39.15	\$415.49
			VEH MAINTENANCE SUPPLY	\$298.22	
			VEH MAINTENANCE SUPPLY	\$78.12	
237325	621-7501-551.21-07	CITY LIMITS HARLEY DAVIDSON	VEH MAINTENANCE SUPPLY	\$1,173.97	\$3,477.25
			VEH MAINTENANCE SUPPLY	\$2,303.28	
	621-7501-551.31-51	CITY LIMITS HARLEY DAVIDSON	VEH MAINTENANCE SUPPLY	\$704.99	\$704.99
237326	621-7501-551.21-36	CITY WELDING SALES & SERVICE	EQUIPMENT RENTAL	\$122.88	\$122.88
237346	621-7501-551.31-51	FORCE AMERICA	VEH MAINTENANCE SUPPLY	\$580.02	\$580.02
237352	621-7501-551.31-51	GLOBAL EQUIPMENT COMPANY	VEH MAINTENANCE SUPPLY	\$142.64	\$142.64

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237354	621-7501-551.31-65	GRAINGER W W INC	EQUIPMENT SUPPLY	\$138.64	\$138.64
237360	621-7501-551.21-07	HARRIS TRUST & SAVINGS BANK	IL TOLLWAY-AUTOREPLENI	\$40.00	\$80.00
			IL TOLLWAY-AUTOREPLENI	\$40.00	
	621-7501-551.31-65	HARRIS TRUST & SAVINGS BANK	SOI NEXIQ	\$648.00	\$648.00
	621-7501-551.31-85	HARRIS TRUST & SAVINGS BANK	HARBOR FREIGHT TOOLS 1	\$149.99	\$149.99
237365	621-7501-551.31-51	HENDERSON PRODUCTS INC	VEH MAINTENANCE SUPPLY	\$697.72	\$697.72
237386	621-7501-551.31-51	LEACH ENTERPRISES INC	VEH MAINTENANCE SUPPLY	\$214.74	\$214.74
237388	621-7501-551.31-51	LIEBOVICH STEEL & ALUMINUM CO	VEH MAINTENANCE SUPPLY	\$660.66	\$789.80
			VEH MAINTENANCE SUPPLY	\$129.14	
237392	621-7501-551.31-85	LORCHEM TECHNOLOGIES INC	VEH MAINTENANCE SUPPLY	\$1,765.50	\$1,765.50
237395	621-7501-551.21-08	MAACO COLLISION REPAIR & PAINTING	EQUIPMENT MAINTENANCE	\$4,384.10	\$5,921.14
			EQUIPMENT MAINTENANCE	\$1,537.04	
237396	621-7501-551.31-51	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	\$1,008.05	\$1,008.05
237400	621-7501-551.31-51	MASTER HYDRAULICS & MACHINE CO	VEH MAINTENANCE SUPPLY	\$487.00	\$487.00
237406	621-7501-551.31-51	MONROE TRUCK EQUIPMENT	VEH MAINTENANCE SUPPLY	\$305.82	\$305.82
237410	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	\$1,128.24	\$2,649.39
			VEH MAINTENANCE SUPPLY	\$1,056.40	
			VEH MAINTENANCE SUPPLY	(\$151.36)	
			VEH MAINTENANCE SUPPLY	\$5.90	
			VEH MAINTENANCE SUPPLY	\$132.18	
			VEH MAINTENANCE SUPPLY	\$227.99	
			VEH MAINTENANCE SUPPLY	\$84.36	
			VEH MAINTENANCE SUPPLY	\$45.80	
			VEH MAINTENANCE SUPPLY	\$9.64	
			VEH MAINTENANCE SUPPLY	\$71.42	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237410	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	\$11.22	\$2,649.39
			VEH MAINTENANCE SUPPLY	\$27.60	
237418	621-7501-551.31-51	NORTHERN TOOL & EQUIPMENT	VEH MAINTENANCE SUPPLY	\$539.99	\$539.99
237421	621-7501-551.31-51	O'REILLY AUTO PARTS	VEH MAINTENANCE SUPPLY	\$32.99	\$32.99
237425	621-7501-551.31-51	PATLIN INC	VEH MAINTENANCE SUPPLY	\$529.14	\$735.82
			VEH MAINTENANCE SUPPLY	\$206.68	
237434	621-7501-551.31-51	RAYMAR HYDRAULIC REPAIR SRVC	VEH MAINTENANCE SUPPLY	\$2,100.45	\$2,100.45
237449	621-7501-551.31-51	SHERWIN ACE HARDWARE	VEH MAINTENANCE SUPPLY	\$5.59	\$5.59
237450	621-7501-551.31-51	SHERWIN WILLIAMS PAINT CO #3408	VEH MAINTENANCE SUPPLY	\$106.78	\$106.78
237453	621-7501-551.31-51	SPRING ALIGN	VEH MAINTENANCE SUPPLY	\$651.60	\$651.60
237454	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$573.23	\$573.23
237464	621-7501-551.31-51	TEREX GLOBAL GMBH	VEH MAINTENANCE SUPPLY	\$129.04	\$129.04
237475	621-7501-551.31-51	TRANS CHICAGO TRUCK GROUP	VEH MAINTENANCE SUPPLY	\$599.04	\$614.03
			VEH MAINTENANCE SUPPLY	\$14.99	
237479	621-7501-551.30-35	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$64.43	\$130.14
			CLOTHING & APPAREL	\$65.71	
	621-7501-551.31-51	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$64.43	\$64.43
237503	621-7501-551.21-07	WINDSHIELD PROS INC	WINDSHIELD REPLACE	\$305.00	\$305.00
237507	621-7501-551.31-51	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	\$39.80	\$107.30
			VEH MAINTENANCE SUPPLY	\$67.50	
Division 1 Total					\$32,897.22
Department 75 Total					\$32,897.22

WARRANT REGISTER - GM0002**Department: 80 Pensions****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
901954	711-8001-631.22-05	CITIBANK	POSTAGE REPLENISHMENT	\$5.70	\$5.70
				Division 1 Total	\$5.70
				Department 80 Total	\$5.70

WARRANT REGISTER - GM0002**Department: 90 Capital****Division: 3**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237466	621-9003-572.50-05	THE CHEVROLET EXCHANGE	VEHICLE MAJOR TRANSPORT	\$29,909.24	\$29,909.24
				Division 3 Total	\$29,909.24
				Department 90 Total	\$29,909.24

WARRANT REGISTER - GM0002**Department: 99 Non Operating****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237403	515-9901-525.40-83	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	\$7,301.15	\$7,301.15
	515-9901-525.40-92	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE	\$3,749.07	\$3,749.07
Division 1 Total					\$11,050.22
Department 99 Total					\$11,050.22
TOTAL ALL FUNDS:					\$1,469,635.46



Village Board
1/3/2023

Item: Warrant Register 12/30/2022

Department: Village Clerk

ATTACHMENTS:

Description

Warrant Register 12/30/2022

Type

Warrant Register



**VILLAGE OF ARLINGTON
HEIGHTS**

WARRANT REGISTER FOR

CHECK DATE: 12-30-2022

Fund	Fund Description	Total Transaction Amount
101	General Fund	\$593,387.93
215	CDBG Fund	\$82,339.00
227	Foreign Fire Ins Tax Fund	\$15,222.45
231	Criminal Investigation Fd	\$598.00
235	Municipal Parkg Opr Fund	\$8,433.49
263	TIF IV	\$7,550.00
401	Capital Projects Fund	\$185,577.24
426	Storm Water Control Fund	\$740.00
505	Water and Sewer Fund	\$332,415.92
515	Arts,Entert & Events Fund	\$1,683.41
605	Health Insurance Fund	\$124.46
621	Fleet Operations Fund	\$324,319.22
625	Technology Fund	\$69,871.19
715	Guaranty Deposits Fund	\$4,400.00
721	Escrow Deposits Fund	\$2,000.00
TOTAL ALL FUNDS		\$1,628,662.31

WARRANT REGISTER - GM0002**Department: 0****Division: 0**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237518	505-0000-452.42-00	ROY ANDERSON	WATER BILL REFUND	\$125.18	\$125.18
237531	101-0000-140.05-00	CHARLES BILLINGTON	PROGRAM FEE	\$150.00	\$150.00
237533	101-0000-140.05-00	BREAKING GROUNDS IN DRUMMING	INSTRUCTIONAL FEE	\$800.00	\$800.00
237534	505-0000-452.42-00	CAROL BRENDLER	WATER BILL REFUND	\$17.70	\$17.70
237536	715-0000-220.93-00	BRUNO BAKIJA	BOND REFUND	\$200.00	\$200.00
237541	715-0000-220.93-00	CARLOS RAMIREZ	BOND REFUND	\$200.00	\$200.00
237544	101-0000-140.05-00	CHINESE INTERCULTURAL, LLC	INSTRUCTIONAL FEE	\$200.00	\$200.00
237570	715-0000-220.93-00	FITZGERALD, JOHN	BOND REFUND	\$200.00	\$200.00
237578	715-0000-220.93-00	GENEVIEVE IZYCKI	BOND REFUND	\$200.00	\$200.00
237579	605-0000-471.11-00	VALERIE GERSTEIN	INSURANCE REIMBURSEMENT	\$124.46	\$124.46
237585	101-0000-140.05-00	GRANICUS	ANNUAL SUBSCRIPTION	\$17,200.00	\$17,200.00
237605	101-0000-140.05-00	ITRON INC	EQUIPMENT MAINTENANCE	\$9,635.42	\$9,635.42
237606	715-0000-220.93-00	JEFF NELSON	BOND REFUND	\$200.00	\$200.00
237609	715-0000-220.93-00	JOHN CARRATO	BOND REFUND	\$200.00	\$200.00
237610	715-0000-220.93-00	JOHN CARRATO	BOND REFUND	\$200.00	\$200.00
237611	715-0000-220.93-00	JOHN CARRATO	BOND REFUND	\$200.00	\$200.00
237613	101-0000-140.05-00	JRMEDIA GROUP, LLC	INSTRUCTIONAL FEE	\$300.00	\$300.00
237615	715-0000-220.93-00	KAPLAN PAVEMENT LLC AND EXPRES	BOND REFUND	\$200.00	\$200.00
237616	715-0000-220.93-00	KAPLAN PAVING	BOND REFUND	\$200.00	\$200.00
237617	715-0000-220.93-00	KAPLAN PAVING	BOND REFUND	\$200.00	\$200.00
237618	715-0000-220.93-00	KAPLAN PAVING LLC	BOND REFUND	\$200.00	\$200.00
237619	715-0000-220.93-00	KAPLAN PAVING LLC	BOND REFUND	\$200.00	\$200.00
237620	715-0000-220.93-00	KAPLAN PAVING LLC	BOND REFUND	\$200.00	\$200.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237621	715-0000-220.93-00	KAPLAN PAVING LLC	BOND REFUND	\$200.00	\$200.00
237622	715-0000-220.93-00	KAPLAN PAVING LLC	BOND REFUND	\$200.00	\$200.00
237624	101-0000-433.14-00	JIM KRAUSE	AMBULANCE REFUND	\$314.64	\$314.64
237625	101-0000-433.14-00	THOMAS LAGEOTAKES	AMBULANCE REFUND	\$587.01	\$587.01
237626	101-0000-433.14-00	MARY LAWLOR	AMBULANCE REFUND	\$104.02	\$104.02
237633	101-0000-433.14-00	PETER MARCINIAK	AMBULANCE REFUND	\$130.03	\$130.03
237634	101-0000-140.05-00	CHASITY MARINI	PRESENTATION FEE	\$450.00	\$450.00
237636	721-0000-221.10-08	MAURO SEWER CONSTRUCTION	METER RENT DEP RETURN	\$1,000.00	\$1,000.00
237640	505-0000-452.42-00	DEBRA MCKEAN	WATER BILL REFUND	\$84.97	\$84.97
237642	101-0000-489.85-00	MERCHANTS CREDIT GUIDE CO	COLLECTION FEES	\$22.50	\$22.50
237654	101-0000-140.05-00	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT JAN 2023	\$17,380.68	\$96,236.01
			MEMBER ASSESSMENT JAN 2023	\$52,142.04	
			JEMS FEE	\$26,713.29	
237671	721-0000-221.10-08	R J UNDERGROUND	METER RENT DEP RETURN	\$1,000.00	\$1,000.00
237679	715-0000-220.93-00	ROSALIE M BELL	BOND REFUND	\$200.00	\$200.00
237680	715-0000-220.93-00	ROSE PAVING	BOND REFUND	\$200.00	\$200.00
237681	715-0000-220.93-00	ROSS SCHLIESMANN	BAND REFUND	\$200.00	\$200.00
237684	715-0000-220.93-00	RUSSELL A PUETZ	BOND REFUND	\$200.00	\$200.00
237693	101-0000-210.82-00	SONTIQ	MONTHLY EMP ID PROTECT	\$294.06	\$294.06
237705	715-0000-220.93-00	TIM SZAFRANSKI	BOND REFUND	\$200.00	\$200.00
237718	101-0000-433.14-00	VINCENT VANDECARR	AMBULANCE REFUND	\$10.00	\$10.00
237720	101-0000-140.05-00	VISION SERVICE PLAN	BASE VISION 2023	\$1,396.46	\$5,714.52
			PREMIER VISION 2023	\$4,318.06	
237721	505-0000-452.42-00	DUANE WACASER	WATER BILL REFUND	\$35.40	\$35.40
237724	715-0000-220.93-00	WEBER PACKAGING SOLUTIONS	BOND REFUND	\$200.00	\$200.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237727	101-0000-140.05-00	WPM PRODUCTIONS, INC.	PROGRAM FEE	\$250.00	\$250.00
802263	101-0000-210.95-00	RTA/CTA BENEFIT PROGRAM	RTA/CTA EMPLOYEE BENEFIT	\$77.75	\$77.75
901960	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE 2022	\$1,150.91	\$3,718.42
			FSA MEDICAL 2022	\$2,567.51	
901963	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE 2022	\$525.93	\$6,097.38
			FSA MEDICAL 2022	\$5,571.45	
901964	101-0000-140.05-00	DEARBORN LIFE INS CO	DIRECTOR'S BASIC LIFE	\$307.29	\$15,992.55
			LIBRARY BASIC LIFE	\$67.80	
			LIBRARY BASIC LIFE	\$722.20	
			LIBRARY STD	\$135.07	
			VILLAGE BASIC LIFE	\$3,463.46	
			VILLAGE STD	\$7,402.53	
			VILLAGE SUPPLEMENTAL LIFE	\$3,894.20	
				Division 0 Total	\$165,072.02
				Department 0 Total	\$165,072.02

WARRANT REGISTER - GM0002

Department: 1 Board of Trustees

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237540	101-0101-501.21-65	CAPTION FIRST INC	ONSITE CAPTIONING	\$570.00	\$570.00
				Division 1 Total	\$570.00
				Department 1 Total	\$570.00

WARRANT REGISTER - GM0002**Department: 2 Integrated Services****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237648	101-0201-502.22-02	MORRISON ASSOCIATES LTD	DUES	\$1,500.00	\$1,500.00
237659	101-0201-502.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES, GENERAL	\$2.39	\$2.39
				Division 1 Total	\$1,502.39
				Department 2 Total	\$1,502.39

WARRANT REGISTER - GM0002

Department: 3 Human Resources

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237539	101-0301-503.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$29.00	\$29.00
				Division 1 Total	\$29.00
				Department 3 Total	\$29.00

WARRANT REGISTER - GM0002**Department: 4 Legal Department****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237530	101-0401-503.22-15	BHFX LLC	COPY OF PLANS	\$7.50	\$7.50
237547	101-0401-503.20-20	CLARK BAIRD SMITH LLP	SERVICE PROFESSIONAL	\$5,527.50	\$5,527.50
901959	101-0401-503.20-10	ELROD FRIEDMAN LLP	LEGAL SERVICES	\$20,695.67	\$20,695.67
				Division 1 Total	\$26,230.67
				Department 4 Total	\$26,230.67

WARRANT REGISTER - GM0002**Department: 5 Finance****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237514	101-0501-503.30-05	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$81.90	\$81.90
237519	101-0501-503.21-65	ANDRES MEDICAL BILLING LTD	SERVICE FINANCIAL	\$7,308.89	\$7,308.89
237557	101-0501-503.22-01	PADDOCK PUBLICATIONS	ADVERTISING	\$52.65	\$52.65
237573	101-0501-503.30-05	FTI GROUP	OFFICE SUPPLIES	\$885.64	\$885.64
237665	101-0501-503.22-05	POSTMASTER ARLINGTON HEIGHTS	MAIL PERMIT FEE	\$800.00	\$800.00
237666	101-0501-503.22-05	POSTMASTER ARLINGTON HEIGHTS	POSTAGE PERMIT FEE	\$275.00	\$275.00
237669	101-0501-503.30-05	PTM DOCUMENT SYSTEMS	OFFICE SUPPLIES	\$442.58	\$442.58
237670	101-0501-503.21-02	QUADIENT INC	EQUIPMENT LEASE	\$2,254.62	\$2,254.62
237687	101-0501-503.22-10	SEBIS DIRECT INC	NOVEMBER UTILITY BILLING	\$1,208.88	\$1,208.88
237729	101-0501-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$37.96	\$63.96
			OFFICE MACHINES & ACCESS	\$26.00	
Division 1 Total					\$13,374.12
Department 5 Total					\$13,374.12

WARRANT REGISTER - GM0002**Department: 6 Information Technology****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237664	625-0601-572.50-10	PLANTE MORAN LLC	GEOGRAPHIC INFORMATION	\$10,125.00	\$10,125.00
237674	625-0601-553.21-65	RCN	ACCT 0201411183401	\$27.61	\$27.61
237675	625-0601-553.21-65	RCN	ACCT 0201444077001	\$64.99	\$64.99
237694	625-0601-572.50-10	SOUTHERN COMPUTER WAREHOUSE	OFFICE EQUIPMENT	\$591.43	\$591.43
237700	625-0601-553.20-39	SUPERION LLC	COMPUTER, DP & WORD PROC	\$18,590.13	\$18,590.13
237715	625-0601-572.50-10	TYLER TECHNOLOGIES INC	COMPUTERS,DP & WORD PROC.	\$12,000.00	\$22,618.20
			COMPUTERS,DP & WORD PROC.	\$7,548.00	
			COMPUTERS,DP & WORD PROC.	\$3,070.20	
901961	625-0601-553.20-05	MUNICIPAL GIS PARTNERS INC	MONTHLY GIS SERVICES	\$17,853.83	\$17,853.83
Division 1 Total					\$69,871.19
Department 6 Total					\$69,871.19

WARRANT REGISTER - GM0002

Department: 10 Boards & Commissions

Division: 8

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237698	101-1008-502.20-75	STEPHEN LASER & ASSOCIATES	EXAMINATIONS	\$550.00	\$550.00
				Division 8 Total	\$550.00
				Department 10 Total	\$550.00

WARRANT REGISTER - GM0002

Department: 20 Special Events

Division: 5

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237514	515-2005-525.50-55	AMAZON COM CAPITAL SERVICES	EQUIPMENT	\$112.99	\$112.99
237574	515-2005-525.50-55	FULL COMPASS SYSTEMS INC	EQUIPMENT	\$1,570.42	\$1,570.42
				Division 5 Total	\$1,683.41
				Department 20 Total	\$1,683.41

WARRANT REGISTER - GM0002**Department: 30 Police Department****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237512	101-3001-511.33-25	AIRGAS USA LLC	POLICE EQUIPMENT & SUPPLY	\$109.70	\$109.70
237516	101-3001-511.33-25	ANDERSON GLASS TINTING	POLICE EQUIPMENT & SUPPLY	\$1,330.00	\$1,330.00
237535	101-3001-511.21-65	BRIGHTSIDE CLINIC	MISCELLANEOUS SERVICES	\$3,625.00	\$3,625.00
237551	101-3001-511.22-03	COLLEGE OF DUPAGE	TRAVEL & TRAINING	\$225.00	\$225.00
237554	101-3001-511.21-65	COMPASSION FUNERAL SERVICES INC	SERVICE MISCELLANEOUS	\$264.00	\$573.00
			SERVICE MISCELLANEOUS	\$309.00	
237575	101-3001-511.30-35	PIOTR GACEK	CLOTHING & APPAREL	\$242.00	\$242.00
237576	101-3001-511.33-25	GALLS LLC	POLICE EQUIPMENT & SUPPLY	\$570.00	\$605.99
			POLICE EQUIPMENT & SUPPLY	\$35.99	
237590	101-3001-511.21-65	HEART PRINTING INC	MISCELLANEOUS SERVICES	\$1,980.00	\$1,980.00
	101-3001-511.22-10	HEART PRINTING INC	PRINTING	\$688.00	\$688.00
237600	101-3001-511.22-03	IL TACTICAL OFFICERS ASSOC	TRAVEL & TRAINING	\$740.00	\$1,480.00
			TRAVEL & TRAINING	\$740.00	
237608	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	\$292.00	\$1,399.20
			CLOTHING & APPAREL	\$77.95	
			CLOTHING & APPAREL	\$60.00	
			CLOTHING & APPAREL	\$421.00	
			CLOTHING & APPAREL	\$144.00	
			CLOTHING & APPAREL	\$95.50	
			CLOTHING & APPAREL	\$25.00	
			CLOTHING & APPAREL	\$283.75	
237635	101-3001-511.21-65	MARQUARDT & BELMONTE, P.C.	PROFESSIONAL SERVICES	\$1,697.50	\$1,697.50
237651	101-3001-511.33-25	NORTH AMERICAN RESCUE	POLICE EQUIPMENT & SUPPLY	\$1,215.33	\$1,215.33

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237652	101-3001-511.22-03	NORTH EAST MULTI REGIONAL TRAINING	TRAVEL & TRAINING	\$160.00	\$160.00
237659	101-3001-511.33-05	ODP BUSINESS SOLUTIONS	POLICE EQUIPMENT & SUPPLY	\$4.78	\$109.71
			POLICE EQUIPMENT & SUPPLY	\$104.93	
237661	101-3001-511.22-03	RYAN PACYGA	TRAVEL & TRAINING	\$560.61	\$560.61
237663	101-3001-511.30-35	PECORA JR, NICHOLAS	CLOTHING & APPAREL	\$280.80	\$280.80
	101-3001-511.33-25	PECORA JR, NICHOLAS	MISCELLANEOUS SUPPLIES	\$416.11	\$416.11
237673	101-3001-511.30-35	RAY O'HERRON	CLOTHING & APPAREL	\$10.00	\$10.00
237686	101-3001-511.30-05	SAMS CLUB/SYNCHRONY BANK	OFFICE SUPPLIES, GENERAL	\$39.99	\$39.99
237701	101-3001-511.21-65	T MOBILE USA INC	PROFESSIONAL SERVICES	\$25.00	\$25.00
237702	101-3001-511.33-05	CHRISTOPHER TATMAN	MISCELLANEOUS SUPPLIES	\$161.85	\$161.85
237713	101-3001-511.22-03	TRI TECH FORENSICS INC	TRAVEL & TRAINING	\$498.00	\$996.00
			TRAVEL & TRAINING	\$498.00	
237714	101-3001-511.21-02	TRITON ELECTRONICS INC	EQUIPMENT MAINTENANCE	\$1,813.50	\$1,813.50
237717	101-3001-511.21-02	UPS STORE #1051	EQUIPMENT MAINTENANCE	\$66.04	\$66.04
237722	101-3001-511.21-65	WALGREEN COMPANY	DRUGS,PHARM & BIOLOGICALS	\$20.49	\$20.49
				Division 1 Total	\$19,830.82

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237529	231-3003-511.40-01	BENTLEY'S PETSTUFF	CANINE UNIT PROGRAM	\$140.70	\$140.70
237662	231-3003-511.40-01	PARTNERS & PAWS VETERINARY SERVICES	VETERINARY SERVICES	\$457.30	\$457.30
				Division 3 Total	\$598.00
				Department 30 Total	\$20,428.82

WARRANT REGISTER - GM0002**Department: 35 Fire****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237511	101-3501-512.30-35	AIR ONE EQUIPMENT	CLOTHING & APPAREL	\$375.00	\$375.00
237569	101-3501-512.21-02	FIRE CATT LLC	EQUIPMENT MAINTENANCE	\$5,603.00	\$5,603.00
237576	101-3501-512.30-35	GALLS LLC	CLOTHING & APPAREL	\$21.85	\$445.99
			CLOTHING & APPAREL	\$46.26	
			CLOTHING & APPAREL	\$46.26	
			CLOTHING & APPAREL	\$114.45	
			CLOTHING & APPAREL	\$21.85	
			CLOTHING & APPAREL	\$195.32	
237584	101-3501-512.31-65	GRAINGER W W INC	BATTERIES	\$130.88	\$130.88
237593	101-3501-512.33-50	HENRY SCHEIN MATRX MEDICAL	MISCELLANEOUS SUPPLIES	\$613.18	\$613.18
237601	101-3501-512.33-45	IMAGE TREND CONNECT	MISCELLANEOUS SUPPLIES	\$1,823.76	\$1,823.76
237623	101-3501-512.22-03	JASON KEDROK	TRAVEL & TRAINING	\$436.75	\$436.75
237655	101-3501-512.21-16	NORTHWEST COMMUNITY HOSP	TRAVEL & TRAINING	\$6,765.00	\$6,765.00
237659	101-3501-512.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$203.29	\$203.29
237689	101-3501-512.30-05	SETON	OFFICE SUPPLIES	\$64.90	\$64.90
237706	101-3501-512.30-35	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$49.95	\$621.10
			CLOTHING & APPAREL	\$171.45	
			CLOTHING & APPAREL	\$24.00	
			CLOTHING & APPAREL	\$28.00	
			CLOTHING & APPAREL	\$47.95	
			CLOTHING & APPAREL	\$299.75	
237708	101-3501-512.21-02	TRACE ANALYTICS INC	EQUIPMENT MAINTENANCE	\$1,012.48	\$1,012.48
237719	101-3501-512.30-35	VISION MARKETING	CLOTHING & APPAREL	\$262.95	\$262.95

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237728	101-3501-512.30-35	WS DARLEY & CO	CLOTHING & APPAREL	\$123.95	\$188.35
			CLOTHING & APPAREL	\$64.40	
237729	101-3501-512.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	\$26.00	\$104.00
			OFFICE MACHINES & ACCESS	\$26.00	
			OFFICE MACHINES & ACCESS	\$26.00	
			OFFICE MACHINES & ACCESS	\$26.00	
237732	101-3501-512.21-11	ZEP MANUFACTURING CO	JANITORIAL SUPPLIES	\$786.08	\$786.08
Division 1 Total					\$19,436.71
Department 35 Total					\$19,436.71

WARRANT REGISTER - GM0002**Department: 37 Foreign Fire Insurance****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237528	227-3701-512.22-03	ALEXANDER BELLUSCI	TRAVEL & TRAINING	\$225.00	\$225.00
237537	227-3701-512.22-03	BRIAN BUCHEK	TRAVEL & TRAINING	\$678.13	\$678.13
237542	227-3701-512.22-03	REGINALD CASTILLO	TRAVEL & TRAINING	\$395.74	\$395.74
237559	227-3701-512.50-15	DELL MARKETING LP	MISCELLANEOUS SUPPLIES	\$6,726.63	\$6,726.63
237565	227-3701-512.22-03	BENJAMIN ESCHNER	TRAVEL & TRAINING	\$695.83	\$695.83
237583	227-3701-512.22-03	MICHAEL GRAF	TRAVEL & TRAINING	\$931.25	\$931.25
237586	227-3701-512.22-03	PETER GRIPPER	TRAVEL & TRAINING	\$1,398.20	\$1,398.20
237595	227-3701-512.22-03	HORLACHER JASON	TRAVEL & TRAINING	\$481.16	\$481.16
237629	227-3701-512.22-03	RYAN LOFTUS	TRAVEL & TRAINING	\$737.50	\$737.50
237647	227-3701-512.22-03	MARTIN MORAN	TRAVEL & TRAINING	\$458.45	\$458.45
237658	227-3701-512.22-03	MATTHEW OATES	TRAVEL & TRAINING	\$325.00	\$325.00
237668	227-3701-512.22-03	BRETT PROCTOR	TRAVEL & TRAINING	\$587.50	\$587.50
237678	227-3701-512.22-03	WILLIAM RODGERS	TRAVEL & TRAINING	\$432.27	\$432.27
237685	227-3701-512.22-03	CHRISTOPHER RYMUT	TRAVEL & TRAINING	\$406.04	\$406.04
237692	227-3701-512.22-03	ADAM SIELIG	TRAVEL & TRAINING	\$505.80	\$505.80
237706	227-3701-512.30-35	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$12.95	\$12.95
237723	227-3701-512.22-03	MATTHEW WALTERS	TRAVEL & TRAINING	\$225.00	\$225.00
				Division 1 Total	\$15,222.45
				Department 37 Total	\$15,222.45

WARRANT REGISTER - GM0002**Department: 40 Planning****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237525	101-4001-521.40-41	AUDACY OPERATIONS, INC.	ADVERTISING	\$5,590.00	\$14,800.69
			ADVERTISING	\$610.69	
			ADVERTISING	\$3,710.00	
			ADVERTISING	\$4,890.00	
237556	101-4001-521.40-40	COSTAR REALTY INFORMATION INC	SUBSCRIPTION	\$1,184.06	\$1,184.06
237557	101-4001-521.40-41	PADDOCK PUBLICATIONS	ADVERTISING	\$2,416.66	\$2,416.66
237582	101-4001-521.20-05	GOVTEMPSUSA LLC	PROFESSIONAL SERVICES	\$1,050.00	\$3,115.00
			PROFESSIONAL SERVICES	\$2,065.00	
237602	101-4001-521.21-02	IMAGING ESSENTIALS, INC.	EQUIPMENT MAINTENANCE	\$300.00	\$300.00
237614	263-4001-571.20-05	KANE MC KENNA & ASSOCIATES	PROFESSIONAL SERVICES	\$2,450.00	\$7,550.00
			PROFESSIONAL SERVICES	\$5,100.00	
237627	101-4001-521.21-65	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIPTS	\$217.50	\$217.50
237659	101-4001-521.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$59.99	\$283.60
			OFFICE SUPPLIES	\$20.13	
			OFFICE SUPPLIES	\$52.99	
			OFFICE SUPPLIES	\$13.65	
			OFFICE SUPPLIES	\$98.11	
			OFFICE SUPPLIS	\$38.73	
Division 1 Total					\$29,867.51
Department 40 Total					\$29,867.51

WARRANT REGISTER - GM0002**Department: 41 Community Devl Block Grnt****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237549	215-4101-522.41-03	CLEARBROOK	CDBG PROGRAM	\$36,600.00	\$36,600.00
237628	215-4101-522.41-03	LITTLE CITY FOUNDATION	CDBG PROGRAM	(\$34,525.00)	\$34,525.00
			CDBG PROGRAM	\$34,525.00	
			CDBG PROGRAM	\$34,525.00	
237690	215-4101-522.41-03	SHELTER INC	CDBG PROGRAM	\$11,214.00	\$11,214.00
Division 1 Total					\$82,339.00
Department 41 Total					\$82,339.00

WARRANT REGISTER - GM0002**Department: 45 Building****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237532	101-4501-523.30-35	BRAND IT ON APPAREL CO	CLOTHING & APPAREL	\$561.00	\$561.00
237539	101-4501-523.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$22.57	\$22.57
237566	101-4501-523.30-05	FASTSIGNS	OFFICE SUPPLIES	\$34.50	\$34.50
237568	101-4501-523.20-05	FGM ARCHITECTS AND ENGINEERS	PROFESSIONAL SERVICES	\$8,400.00	\$8,400.00
237659	101-4501-523.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$431.68	\$458.45
			OFFICE SUPPLIES	\$14.99	
			OFFICE SUPPLIES	\$11.78	
237699	101-4501-523.22-10	SUMMIT PRINT SOLUTIONS	PRINTING	\$96.00	\$96.00
237704	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	\$575.00	\$745.00
			SERVICE BLDG MAINT	\$35.00	
			SERVICE BLDG MAINT	\$100.00	
			SERVICE BLDG MAINT	\$35.00	
237707	101-4501-523.22-10	TOTAL PRINT SOLUTIONS	PRINTING	\$1,353.41	\$1,353.41
Division 1 Total					\$11,670.93
Department 45 Total					\$11,670.93

WARRANT REGISTER - GM0002**Department: 70 Health****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237521	101-7001-541.20-25	ARLINGTON CENTER	COUNSELING SERVICES	\$260.00	\$650.00
			COUNSELING SERVICES	\$390.00	
237558	101-7001-541.30-01	DAILY HERALD	SUBSCRIPTION	\$640.60	\$640.60
237560	101-7001-541.20-25	IRENA DUBIEL	COUNSELING SERVICES	\$930.00	\$930.00
237567	101-7001-541.33-10	FFF ENTERPRISES INC	MEDICAL SUPPLIES	\$614.77	\$792.61
			MEDICAL SUPPLIES	\$177.84	
237637	101-7001-541.33-10	MC KESSON MEDICAL SURGICAL	MEDICAL SUPPLIES	\$539.17	\$539.17
237688	101-7001-541.33-10	SENSO SCIENTIFIC	ANNUAL CLOUD SUPPORT	\$397.50	\$397.50
237699	101-7001-541.22-10	SUMMIT PRINT SOLUTIONS	OFFICE SUPPLIES	\$50.00	\$50.00
237735	101-7001-541.21-65	5 STAR INTERPRETING	PROFESSIONAL SERVICES	\$140.00	\$140.00
Division 1 Total					\$4,139.88

Division: 7

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237594	101-7007-541.21-02	HOFFMANN PIANO SERVICE	EQUIPMENT MAINTENANCE	\$110.00	\$110.00
237639	101-7007-541.31-65	TIFFANY MCIVER	PROGRAM INSTRUCTORAL FEE	\$650.00	\$650.00
Division 7 Total					\$760.00
Department 70 Total					\$4,899.88

WARRANT REGISTER - GM0002**Department: 71 Public Works****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237509	101-7101-531.31-75	ACTIVE ELECTRICAL SUPPLY CO	STREET SUPPLIES	\$7,392.00	\$7,392.00
237510	101-7101-531.21-11	AFTERMATH	SERVICE BLDG MAINT	\$300.00	\$600.00
			SERVICE BLDG MAINT	\$300.00	
237513	101-7101-531.31-85	ALEXANDER EQUIPMENT CO INC	FORESTRY SUPPLIES	\$587.69	\$587.69
237514	101-7101-531.31-55	AMAZON COM CAPITAL SERVICES	BLDG MAINT SUPPLY	\$1,880.00	\$2,278.98
			BLDG MAINT SUPPLY	\$114.01	
			BLDG MAINT SUPPLY	\$21.54	
			BLDG MAINT SUPPLY	\$39.51	
			BLDG MAINT SUPPLY	\$223.92	
	101-7101-531.31-65	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$62.99	\$181.74
			OFFICE SUPPLIES	\$19.99	
			OFFICE SUPPLIES	\$62.99	
			OFFICE SUPPLIES	\$35.77	
237517	101-7101-531.31-55	ANDERSON LOCK	BLDG MAINT SUPPLY	\$252.00	\$252.00
237520	101-7101-531.21-55	APEX LANDSCAPING INC	SERVICE MISCELLANEOUS	\$17,298.74	\$17,298.74
237523	101-7101-531.22-70	AT & T	ACCT 84725331203952	\$1,863.34	\$1,863.34
237524	101-7101-531.22-70	AT & T	ACCT 84725535058159	\$838.30	\$838.30
237527	401-7101-571.50-30	BAXTER & WOODMAN	SERVICE CONSULTING	\$6,094.79	\$6,094.79
237545	401-7101-571.50-20	CIC ROOFING CORP	SERVICE BLDG MAINT	\$8,400.00	\$8,400.00
237548	101-7101-531.21-55	CLEAN CUT TREE SERVICE INC	SERVICE TREES	\$27,294.17	\$80,600.00
			SERVICE TREES	\$15,435.05	
			SERVICE TREES	\$37,870.78	
237552	101-7101-531.22-70	COMCAST CABLE	TV	\$63.12	\$63.12

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237563	101-7101-531.31-90	ENECON CORP	STREET SUPPLIES	\$14,005.00	\$14,005.00
237571	101-7101-531.21-55	FLECKS LANDSCAPING	STUMP REMOVAL	\$221.20	\$221.20
237572	401-7101-571.50-20	FORERUNNER TECHNOLOGIES, INC	EQUIPMENT MAINTENANCE	\$179.80	\$179.80
237577	101-7101-531.30-39	GAS DEPOT INC	FUEL,OIL,GREASE, & LUBES	\$18,896.84	\$18,896.84
237580	101-7101-531.31-65	GLOBAL EQUIPMENT COMPANY INC	BLDG MAINT SUPPLY	\$497.30	\$497.30
237581	101-7101-531.31-65	GLOBAL EQUIPMENT COMPANY	BLDG MAINT SUPPLY	\$1,204.28	\$1,204.28
	101-7101-531.31-85	GLOBAL EQUIPMENT COMPANY	BLDG MAINT SUPPLY	\$2,073.69	\$2,073.69
237587	101-7101-531.20-05	HAMPTON LENZINI & RENWICK INC	SERVICE CONSULTING	\$2,575.00	\$2,575.00
237588	101-7101-531.21-02	HAYES MECHANICAL	SERVICE BLDG MAINT	\$1,595.00	\$1,595.00
	401-7101-571.50-20	HAYES MECHANICAL	SERVICE BLDG MAINT	\$4,230.00	\$4,230.00
237591	101-7101-531.21-55	HENDRICKSEN ROBERT W COMPANY	SERVICE TREES	\$33,983.87	\$33,983.87
237592	101-7101-531.31-65	HENRICKSEN & COMPANY INC	BLDG MAINT SUPPLY	\$275.00	\$275.00
237596	101-7101-531.22-03	ROBERT HORNE	TRAVEL & TRAINING	\$1,500.00	\$1,500.00
237597	401-7101-571.50-30	IL DEPT OF TRANSPORTATION	SERVICE CONSTRUCTION	\$1,523.65	\$1,523.65
237603	101-7101-531.22-15	IMPACT NETWORKING LLC	OFFICE MACHINE & ACCESS	\$1,461.90	\$1,461.90
237604	101-7101-531.30-05	IT SAVVY LLC	OFFICE SUPPLIES & EQUIPMENT	\$1,957.89	\$1,957.89
237607	235-7101-571.50-25	JENKINS AND HUNTINGTON INC	CONSULTING SERVICES	\$3,000.00	\$3,000.00
237612	401-7101-571.50-20	JON-DON INC	BLDG MAINT SUPPLY	\$18,821.50	\$18,821.50
237630	101-7101-531.31-40	LOWES COMMERCIAL SERVICES	AGRICULTURAL SUPPLIES	\$22.80	\$22.80
	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	\$159.98	\$311.60
			HARDWARE SUPPLIES	\$75.39	
			HARDWARE SUPPLIES	\$56.89	
			HARDWARE SUPPLIES	\$19.34	
	101-7101-531.31-65	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	\$380.00	\$380.00
	101-7101-531.31-85	LOWES COMMERCIAL SERVICES	HAND TOOLS-POWER/NON POW	\$269.35	\$269.35

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237632	426-7101-571.50-25	MANHARD CONSULTING	ENGINEERING SERVICES	\$740.00	\$740.00
237641	101-7101-531.30-35	MENARDS-LONG GROVE	CLOTHING & APPAREL	\$98.97	\$350.88
			CLOTHING & APPAREL	\$251.91	
237643	101-7101-531.22-03	DANIEL MICHAEL	TRAVEL & TRAINING	\$120.00	\$120.00
237644	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	EQUIPMENT MAINTENANCE	\$436.00	\$2,266.00
			EQUIPMENT MAINTENANCE	\$654.00	
			EQUIPMENT MAINTENANCE	\$1,176.00	
237645	401-7101-571.50-20	MIDWAY FLOORING	SERVICE BLDG MAINT	\$138,375.68	\$138,375.68
237646	101-7101-531.20-05	MIOVISION TECHNOLOGIES	PROFESSIONAL SERVICES	\$2,219.00	\$4,835.98
			PROFESSIONAL SERVICES	\$1,919.18	
			PROFESSIONAL SERVICES	\$697.80	
237650	101-7101-531.21-50	NICOR	ACCT 01701843946	\$7,311.57	\$7,311.57
237656	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	\$268.75	\$268.75
	101-7101-531.31-75	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	\$129.21	\$129.21
237660	101-7101-531.21-15	OLIVE GROVE LANDSCAPING INC	SERVICE CONSTRUCTION	\$5,937.50	\$35,588.75
			SERVICE CONSTRUCTION	\$8,651.25	
			SERVICE CONSTRUCTION	\$21,000.00	
237667	101-7101-531.21-15	POTHOLE PROS INC	SERVICE CONSTRUCTION	\$8,980.00	\$8,980.00
237676	101-7101-531.20-05	RITTER GIS	PROFESSIONAL SERVICES	\$2,168.75	\$2,168.75
237691	101-7101-531.31-55	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	\$9.98	\$206.68
			HARDWARE SUPPLIES	\$2.79	
			HARDWARE SUPPLIES	\$25.97	
			ELECTRICAL SUPPLIES	\$167.94	
237697	401-7101-572.50-15	STEINER ELECTRIC	ELECTRICAL SUPPLIES	\$7,951.82	\$7,951.82
237709	101-7101-531.31-75	TRADITIONAL CONCRETE INC	STREET SUPPLIES	\$9,750.00	\$9,750.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237710	101-7101-531.31-80	TRAFFIC CONTROL & PROTECTION	SIGN SHOP SUPPLIES	\$2,205.50	\$2,205.50
237711	101-7101-531.31-70	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLIES	\$4,660.00	\$5,165.00
			TRAFFIC SIGNAL SUPPLIES	\$505.00	
237725	101-7101-531.30-39	WEX BANK	FUEL,OIL,GREASE, & LUBES	\$96.08	\$96.08
802259	101-7101-531.22-70	AT & T	ACCT 84743978686650	\$50.13	\$150.40
			ACCT 84743978686650	\$100.27	
802260	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 2985063029	\$305.31	\$22,286.41
			ACCT 4103039009	\$281.00	
			ACCT 5492508009	\$49.56	
			ACCT 7363016029	\$6,955.05	
			ACCT 7363016029	\$7,240.09	
			ACCT 7363016029	\$7,406.37	
			ACCT 8572043011	\$49.03	
901962	101-7101-531.21-11	BEST TECHNOLOGY SYSTEMS INC	SERVICE BLDG MAINT	\$1,800.00	\$19,625.00
			SERVICE BLDG MAINT	\$17,825.00	
Division 1 Total					\$504,008.83
Department 71 Total					\$504,008.83

WARRANT REGISTER - GM0002**Department: 72 Water and Sewer****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237514	505-7201-561.31-55	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$209.99	\$464.53
			OFFICE EQUIPMENT	\$223.92	
			OFFICE SUPPLIES	\$30.62	
	505-7201-561.31-65	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$89.34	\$3,375.44
			OFFICE SUPPLIES	\$16.99	
			OFFICE SUPPLIES	\$420.00	
			OFFICE SUPPLIES	\$189.99	
			OFFICE SUPPLIES	\$181.26	
			OFFICE SUPPLIES	\$54.99	
			OFFICE SUPPLIES	\$371.04	
			OFFICE SUPPLIES	\$55.99	
			OFFICE SUPPLIES	\$1,889.98	
			HARDWARE SUPPLIES	\$9.90	
			HARDWARE SUPPLIES	\$95.96	
237515	505-7201-561.22-02	AMERICAN WATER WORKS ASSOC	DUES	\$83.00	\$83.00
237550	505-7201-561.21-02	CLEVELAND TRAMRAIL CHICAGO CO	SERVICE EQUIPMENT	\$5,740.00	\$5,740.00
237553	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0248116083	\$25.28	\$25.28
237555	505-7201-561.20-05	CORRPRO WATERWORKS	SERVICE CONSTRUCTION	\$6,300.00	\$6,300.00
237584	505-7201-561.31-65	GRAINGER W W INC	ELECTRICAL EQUIP & SUPPLY	\$92.58	\$125.41
			ELECTRICAL EQUIP & SUPPLY	\$25.76	
			ELECTRICAL EQUIP & SUPPLY	\$7.07	
			ELECTRICAL EQUIP & SUPPLY	\$134.84	
			ELECTRICAL EQUIP & SUPPLY	(\$134.84)	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237589	505-7201-561.31-02	HBK WATER METER SERVICE INC	WATER SUPPLY	\$5,618.12	\$5,618.12
237612	505-7201-561.31-07	JON-DON INC	SEWER SUPPLIES	\$754.40	\$754.40
237630	505-7201-561.31-65	LOWES COMMERCIAL SERVICES	ELECTRICAL EQUIP & SUPPLY	\$9.96	\$9.96
237676	505-7201-561.20-05	RITTER GIS	PROFESSIONAL SERVICES	\$2,168.75	\$2,168.75
237696	505-7201-561.31-65	STANDARD PIPE & SUPPLY INC	PLUMBING SUPPLIES	\$103.49	\$103.49
237697	505-7201-561.31-65	STEINER ELECTRIC	EQUIPMENT SUPPLIES	\$196.48	\$196.48
237703	505-7201-561.21-35	TAYLOR PLUMBING	WATER SUPPLY	\$8,156.85	\$10,985.08
			WATER SUPPLY	\$1,345.65	
			WATER SUPPLY	\$1,482.58	
	505-7201-561.31-02	TAYLOR PLUMBING	WATER SUPPLY	\$448.55	\$942.74
			WATER SUPPLY	\$494.19	
237730	505-7201-561.21-25	RANDY YEATER	PROFESSIONAL SERVICES	\$1,000.00	\$1,000.00
237733	505-7201-561.50-15	ZIEBELL WATER SERVICE PRODUCTS	WATER SUPPLY	\$18,709.00	\$18,709.00
802260	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0087155164	\$151.97	\$1,385.65
			ACCT 0117046072	\$71.14	
			ACCT 0645171017	\$61.24	
			ACCT 0831076049	\$73.47	
			ACCT 1104021044	\$83.58	
			ACCT 1257044037	\$757.00	
			ACCT 1284169036	\$103.66	
			ACCT 3973144001	\$83.59	
802261	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1050216	\$854.32	\$10,543.01
			ACCT 1050214	\$853.19	
			ACCT 1060230	\$3,165.46	
			ACCT 1050221	\$5,632.97	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802261	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1050219	\$37.07	\$10,543.01
802262	505-7201-561.21-50	NICOR	ACCT 05850400002	\$98.52	\$746.97
			ACCT 16797600000	\$181.20	
			ACCT 76830700001	\$467.25	
				Division 1 Total	\$69,277.31
				Department 72 Total	\$69,277.31

WARRANT REGISTER - GM0002**Department: 73 Parking****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237561	235-7301-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$419.16	\$419.16
				Division 1 Total	\$419.16

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237561	235-7302-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$1,327.34	\$1,327.34
237644	235-7302-532.21-11	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	\$436.00	\$436.00
802261	235-7302-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1050215	\$875.57	\$875.57
				Division 2 Total	\$2,638.91

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237561	235-7303-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$1,327.34	\$1,327.34
802259	235-7303-532.21-50	AT & T	ACCT 84763200281737	\$205.36	\$205.36
				Division 3 Total	\$1,532.70

Division: 4

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237561	235-7304-532.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	\$419.16	\$419.16
237696	235-7304-532.31-65	STANDARD PIPE & SUPPLY INC	PLUMBING SUPPLIES	\$18.29	\$18.29
802261	235-7304-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1050222	\$405.27	\$405.27
				Division 4 Total	\$842.72
				Department 73 Total	\$5,433.49

WARRANT REGISTER - GM0002**Department: 75 Municipal Fleet Services****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237514	621-7501-551.31-51	AMAZON COM CAPITAL SERVICES	MISELLANEOUS SUPPLIES	\$16.99	\$1,346.22
			BLDG MAINT SUPPLY	\$8.99	
			BLDG MAINT SUPPLY	\$39.98	
			MISELLANEOUS SUPPLIES	\$39.99	
			MISELLANEOUS SUPPLIES	\$329.97	
			MISELLANEOUS SUPPLIES	\$99.90	
			MISELLANEOUS SUPPLIES	\$682.45	
			MISELLANEOUS SUPPLIES	\$109.99	
			MISELLANEOUS SUPPLIES	\$17.96	
			MISELLANEOUS SUPPLIES	\$17.96	
	621-7501-551.31-65	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$229.99	\$649.98
			OFFICE EQUIPMENT	\$267.00	
			MISCELLANEOUS SUPPLIES	\$152.99	
237522	621-7501-551.31-51	ARLINGTON HEIGHTS FORD INC	VEH MAINTENANCE SUPPLY	\$241.77	\$336.92
			VEH MAINTENANCE SUPPLY	\$95.15	
237526	621-7501-551.31-51	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	\$2,143.93	\$2,368.61
			VEH MAINTENANCE SUPPLY	\$224.68	
237538	621-7501-551.31-51	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$5.72	\$5.72
			VEH MAINTENANCE SUPPLY	\$5.72	
237543	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$723.75	\$723.75
237546	621-7501-551.21-36	CITY WELDING SALES & SERVICE	EQUIPMENT RENTAL	\$126.99	\$126.99
237562	621-7501-551.21-07	EJ EQUIPMENT INCORPORATED	VEH MAINTENANCE SUPPLY	\$4,257.64	\$4,257.64
237598	621-7501-551.31-50	TREASURER, STATE OF ILLINOIS	VEH MAINTENANCE SUPPLY	\$140.00	\$140.00
237599	621-7501-551.22-02	IL FIRE APPARATUS MECHANICS ASSOC	DUES	\$100.00	\$100.00
237631	621-7501-551.31-51	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	\$116.85	\$116.85

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237638	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	\$89.32	\$89.32
237649	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	(\$36.99)	\$2,857.02
			VEH MAINTENANCE SUPPLY	\$36.99	
			VEH MAINTENANCE SUPPLY	\$177.76	
			VEH MAINTENANCE SUPPLY	\$92.89	
			VEH MAINTENANCE SUPPLY	\$692.45	
			VEH MAINTENANCE SUPPLY	\$106.82	
			VEH MAINTENANCE SUPPLY	\$36.99	
			VEH MAINTENANCE SUPPLY	\$31.14	
			VEH MAINTENANCE SUPPLY	\$473.96	
			VEH MAINTENANCE SUPPLY	\$7.28	
			VEH MAINTENANCE SUPPLY	\$114.80	
			VEH MAINTENANCE SUPPLY	\$28.74	
			VEH MAINTENANCE SUPPLY	\$1,056.40	
			VEH MAINTENANCE SUPPLY	\$37.79	
237653	621-7501-551.31-51	NORTHERN TOOL & EQUIPMENT	VEH MAINTENANCE SUPPLY	\$343.74	\$343.74
237657	621-7501-551.31-51	NORTHWEST FREIGHTLINER	VEH MAINTENANCE SUPPLY	\$169.47	\$169.47
237672	621-7501-551.21-07	RACEWAY CARWASH	CAR WASHES	\$55.00	\$55.00
237682	621-7501-551.31-51	INTERSTATE BILLING SERVICE INC	VEH MAINTENANCE SUPPLY	\$148.00	\$735.96
			VEH MAINTENANCE SUPPLY	\$414.60	
			VEH MAINTENANCE SUPPLY	\$168.36	
			VEH MAINTENANCE SUPPLY	\$5.00	
237683	621-7501-551.21-07	RUSH TRUCK CENTERS OF ILLINOIS INC	VEHICLE MAJOR TRANSPORT	\$4,789.99	\$4,789.99
237695	621-7501-551.21-07	STANDARD EQUIPMENT CO	VEHICLE MAJOR TRANSPORT	\$2,417.67	\$33,755.65
			VEHICLE MAJOR TRANSPORT	\$31,337.98	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237712	621-7501-551.31-51	TRANS CHICAGO TRUCK GROUP	VEH MAINTENANCE SUPPLY	\$184.88	\$208.62
			VEH MAINTENANCE SUPPLY	\$23.74	
237716	621-7501-551.30-35	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$64.43	\$64.43
237726	621-7501-551.21-07	WINDSHIELD PROS INC	WINDSHIELD REPAIR	\$79.95	\$79.95
237731	621-7501-551.31-51	ZEIGLER OF SCHAUMBURG	VEH MAINTENANCE SUPPLY	\$64.44	\$64.44
237734	621-7501-551.31-51	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	\$189.95	\$189.95
				Division 1 Total	\$53,576.22
				Department 75 Total	\$53,576.22

WARRANT REGISTER - GM0002**Department: 90 Capital****Division: 1**

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237564	505-9001-571.50-25	ERA VALDIVIA CONTRACTORS INC	SERVICE CONSTRUCTION	\$144,900.00	\$144,900.00
237636	505-9001-571.50-25	MAURO SEWER CONSTRUCTION	SERVICE CONSTRUCTION	\$116,682.36	\$116,682.36
237677	505-9001-571.50-25	ROBINSON ENGINEERING LTD	SERVICE CONSULTING	\$1,293.00	\$1,293.00
				Division 1 Total	\$262,875.36

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
237695	621-9003-572.50-05	STANDARD EQUIPMENT CO	VEHICLE MAJOR TRANSPORT	\$270,743.00	\$270,743.00
				Division 3 Total	\$270,743.00
				Department 90 Total	\$533,618.36
TOTAL ALL FUNDS:					\$1,628,662.31



Village Board
1/3/2023

Item: Lead Services Supplies - Contract Award

Department: Public Works

The approved Capital Improvement Program (CIP) includes \$100,000 for the funding of water service materials to replace lead service lines. Staff has developed an in-house program to replace over 100 lead service lines annually, that are only on the public side of the service.

Village Staff has developed and advertised a public bid for this project. This bid was designed to provide competitive pricing for water service materials that Staff will install. The materials should be sufficient enough to replace over 100 partial lead water services.

On December 20th, three bids were publicly opened and read aloud, which are listed below:

<u>BIDDER</u>	<u>TOTAL BID</u>
Water Products Company	\$92,098.00
Ziebell Water Service Products, Inc.	\$92,165.00
Mid-American Water (partial bid only)	\$70,003.70

The apparent lowest responsive bid received was from Water Products Company at a total cost of \$92,098. While Staff has utilized Water Products Company in the past, they were unable to meet the delivery date requirements specified in the bid documents. Additionally, following the award of this contract to them in 2022, they failed to meet product delivery requirements. The partial bid provided by Mid-America does not include copper piping. The vendor was not willing to commit to pricing due to the material pricing volatility.

Therefore, Staff is recommending award of a contract to the lowest pricing by a vendor meeting all bid requirements, to Ziebell Water Service Products, Inc., Addison, Illinois at total cost of \$92,165 (\$67 more that the low bid).

Account No. 506-7201-571.50-15 (EQ2303) has sufficient funds for this purchase.

RECOMMENDATION

It is recommended that the Village Board award the Water Service Materials contract to Ziebell Water Service Products, of Addison, Illinois, in the not-to-exceed amount of \$92,165 and authorize Staff to execute the necessary documents.



Village Board
1/3/2023

Item: Resolution to approve release of Closed Session Minutes

Department: Village Clerk

The President and Board of Trustees have determined that confidential treatment is no longer necessary for the written minutes of those Closed Meetings that are identified in Exhibit A attached to and, by this reference, made a part of this Resolution, and that such minutes may be made available for public inspection.

ATTACHMENTS:

Description	Type
Resolution to approve release of Closed Session Minutes	Resolution

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RELEASE OF CERTAIN WRITTEN MINUTES OF
CERTAIN CLOSED MEETINGS OF THE VILLAGE BOARD OF TRUSTEES

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, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("*Act*"), the Village has approved and maintained written minutes of all meetings of the Village Board of Trustees and of the Committee of the Whole that were closed to the public pursuant to the Act (collectively, the "*Closed Meetings*"); and

WHEREAS, pursuant to Section 2.06(d) of the Act, the Village President and Board of Trustees have conducted its twice-annual review of all written minutes of the Closed Meetings; and

WHEREAS, the President and Board of Trustees have determined that confidential treatment is no longer necessary for the written minutes of those Closed Meetings that are identified in Exhibit A attached to and, by this reference, made a part of this Resolution, and that such minutes may be made available for public inspection; and

WHEREAS, the President and Board of Trustees have determined that a need for confidentiality still exists as to the written minutes of all Closed Meetings that are not identified in Exhibit A to this Resolution;

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

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

SECTION 2: PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The President and Board of Trustees hereby authorize the public inspection of the written minutes of those Closed Meetings that are identified in Exhibit A to this Resolution, in accordance with and pursuant to the Act and the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

SECTION 3: DETERMINATION OF CONFIDENTIALITY. The President and Board of Trustees hereby determine that a need for confidentiality still exists as to the written minutes of all Closed Meetings that are not identified in Exhibit A to this Resolution and for which the Village has not previously authorized public inspection.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2023

Village President

ATTEST:

Village Clerk

EXHIBIT A

MINUTES AVAILABLE FOR PUBLIC INSPECTION

August 2, 2010
November 1, 2010
December 20, 2010
February 7, 2011
October 17, 2011
November 22, 2011
March 5, 2012
April 16, 2012
May 21, 2012
October 15, 2012
November 19, 2012
December 3, 2012
April 22, 2013
June 17, 2013
November 4, 2013
December 2, 2013
December 16, 2013

All minutes are for the Village Board of Trustees, except as noted.



Village Board
1/3/2023

Item: Resolution - Service Provider Agreement - Municipal GIS Partners, Inc.

Department: Manager/Legal

Since 2017, the Village of Arlington Heights has been a member of the GIS Consortium ("Consortium"), a 41-member organization comprised of municipalities in northeastern Illinois, of which Consortium members share the cost of establishing a regional Geographic Information Systems program "Program". On behalf of its members, the Consortium has selected Municipal GIS Partners, Inc. ("MGP"), for the provision of services related to the Program and therefore the Village and MGP desire to enter into a Contract for GIS Support Services for the period beginning January 1, 2023 and ending December 31, 2023 ("Contract"). MGP continues to meet staff expectations and is a reliable and innovative GIS service provider. It is necessary that each Consortium member enter into an annual agreement with MGP in order to maintain their standing as a Consortium member.

Staff recommends approval of a one-year renewal of the Service Provider Contract and Statement of Work. Funds in the amount of \$222,480.00 are available and budgeted.

The one-year term renewal and the calendar year project utilization/service rate adjustments and modifications to the Contract are set forth in the attached.

RECOMMENDATION

It is recommended that a Resolution Approving a Contract to the GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., be approved.

ATTACHMENTS:

Description	Type
Agreement - Municipal GIS Partners, Inc.	Resolution

A RESOLUTION APPROVING AND AUTHORIZING A SERVICE PROVIDER AGREEMENT
AND STATEMENT OF WORK WITH MUNICIPAL GIS PARTNERS, INC., FOR
GEOGRAPHIC INFORMATION SYSTEM SUPPORT SERVICES

WHEREAS, the Village has budgeted funding for the procurement of geographic information system services ("GIS Services") in Calendar Year 2023; and

WHEREAS, the Village is a member of the Geographic Information System Consortium ("Consortium"); and

WHEREAS, the Consortium has selected Municipal GIS Partners, Inc., ("MGP") as the service provider of the GIS Services; and

WHEREAS, MGP previously has performed the GIS Services to the Consortium's and the Village's satisfaction; and

WHEREAS, MGP has proposed to perform the GIS Services during the period from January 1, 2023 to December 31, 2023 for a fee not-to-exceed \$222,480 as set forth in a new Service Provider Contract and Statement of Work ("Agreement"); and

WHEREAS, the President and Board of Trustees have considered this expenditure and determined that it is in the best interests of the Village and its residents,

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

SECTION ONE: RECITALS. The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference.

SECTION TWO: APPROVAL. The Village Manager is hereby authorized to execute such documents and make such payments as are required to procure the services set forth in the Agreement for a cost not to exceed \$222,480 for Calendar Year 2023.

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

AYES:

NAYS:

PASSED AND APPROVED this 3rd day of January, 2023.

ATTEST:

Village President

Village Clerk

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2023 (the “**Effective Date**”), by and between the Village of Arlington Heights, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "Renewal Term;" and all Renewal Terms, together with the Initial Term, being the "Term of this Agreement").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a

Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 **Municipal Materials.** The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 **Third-Party Materials.** If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 **GISC Materials.** It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 **Confidential Information.** In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not

generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged

failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Act***"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "***Applicable Regulations***")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the

Illinois Department of Human Rights (the “**Department**”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

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

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

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“**Dispute**”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Arlington Heights
33 S Arlington Heights Rd
Arlington Heights, IL 60005
Attention: Diana Mikula
E-mail: dmikula@vah.com

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS

By: _____
Name: Rebecca Hume
Its: Village Clerk

By: _____
Name: Thomas W. Hayes
Its: Village President

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Arlington Heights (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2023, through December 31, 2023

Direct Program Hours: 1,648.00

Onsite presence: Average of 15.45 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The monthly fee for the staffing allocation is **\$18,540.00** per month. The total contract value for the agreement period is **\$222,480.00**.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.

2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to assess the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



**Village Board
1/3/2023**

Item: Flock Safety LPR

Department: Police

The Police Department is seeking approval to enter into a contract for fixed license plate recognition (LPR) cameras with Flock Group, Inc. Fixed LPR camera systems are designed to be deployed into the community as a means to help deter crime, assist law enforcement in gathering evidence and increase clearance rates in criminal investigations. As such, fixed LPR cameras are an innovative and cost effective force-multiplier.

The camera system has the ability to detect license plates of passing vehicles, notifying law enforcement in real-time of stolen vehicles or those having particular interest in active investigations. Cameras are strategically installed in key areas, thereby creating a virtual gateway into the community. This information allows law enforcement to take immediate and tangible action against known criminals or deter crime before it happens. The Police Department currently utilizes mobile LPR technology within the patrol fleet, which has proven highly effective. Surrounding agencies have already implemented such fixed LPR systems in their jurisdictions with immense success.

Recommendation

The Police Department recommends the Village Board approve the 2-year contract with Flock Group, Inc. in the amount of \$126,000.00. The Department further requests to waive the formal bidding process as Flock Group, Inc. is subsidiary of Axon Enterprises (the Police Department's digital evidence solution) and is the only fixed LPR system which seamlessly integrates with that system. Flock Group, Inc. has a strong presence in northwest Illinois with numerous clients, further supporting a robust area wide network.

Funds necessary for the first year (\$66,000) of the two-year contract have been allocated and approved in the FY23 Budget Capital Projects Fund 401-3001-572.50-15

ATTACHMENTS:

Description	Type
--------------------	-------------

**AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS OF THE
VILLAGE'S PURCHASING POLICIES AND APPROVING AN AGREEMENT WITH
FLOCK GROUP, INC. OF ATLANTA, GEORGIA FOR THE PURCHASE OF FIXED
LICENSE PLATE RECOGNITION CAMERA SYSTEM**

WHEREAS, the Village Police Department ("Department") desires to employ the use of fixed license plate recognition cameras in the interest of crime deterrence and investigation; and

WHEREAS, the Village researched and evaluated alternative brands and equipment of, fixed license plate recognitions systems, judging each product using several factors, including technology, ease of use, overall performance, and price; and

WHEREAS, the Department has determined that the fixed license plate recognition cameras manufactured by Flock Group, Inc., of Atlanta, Georgia ("Flock"), are the best-performing fixed license plate recognition cameras and are best suited to meet the Village's needs; and

WHEREAS, Flock has submitted a proposal to provide the Department with fixed license plate recognition cameras, in an amount not to exceed \$126,000.00 ("Proposal"); and

WHEREAS, Flock is the exclusive distributor of its fixed license plate recognition cameras in the territory that includes the Village; and

WHEREAS, the Village and Flock now desire to enter into an agreement for the purchase by the Village of fixed license plate recognition cameras, in accordance with the Proposal ("Agreement"); and

WHEREAS, in order to approve the Agreement, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase of the fixed license plate recognition cameras; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Agreement with Axon;

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement and the contract for fixed license plate recognition cameras are hereby waived in accordance with the home rule powers of the Village.

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

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

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

AYES:

NAYS:

PASSED AND APPROVED THIS 3rd day of January, 2023.

Village President

ATTEST:

Village Clerk

EXHIBIT A
Flock Group, Inc. Agreement

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: IL – Village of Arlington Heights	Contact Name: Joseph Pinnello
Legal Entity Name:	
Address: 200 E Sigwalt St Arlington Heights, Illinois 60005	Phone: (847) 368-5338 E-Mail: jpinnello@vah.com
Expected Payment Method:	Billing Contact: (if different than above)
Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$0.00	16.00	\$0.00
Professional Services - Advanced Implementation Fee	\$750.00	8.00	\$6,000.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	24.00	\$60,000.00

Subtotal Year 1: \$66,000.00

Subscription Term: 24 Months

Annual Recurring Total: \$60,000.00

Estimated Sales Tax: \$0.00

Total Contract Amount: \$126,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

**Agency: VILLAGE OF
ARLINGTON HEIGHTS**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

9 GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the Illinois home rule municipality identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

10 RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, missing person situations, public emergencies, law enforcement purposes, and archiving for evidence gathering (collectively, “**Permitted Purpose**”).

11 AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content captured by Flock or Flock serviced cameras, and transferred to Agency through the Services upon request.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments,
{00129993.2}

sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement {00129993.2}

based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.20 below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all negligent acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of

the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The Agency may use Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP for the Permitted Purpose. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; or (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose ("*Service Suspension*"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("*Designated Location*") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any

poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations on Agency-owned property at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed and maintained in a workmanlike

{00129993.2}

manner, free from any liens, and using new Flock Hardware, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Flock shall repair any damage that it causes during installation. Flock shall maintain all Flock Hardware in a first-rate condition and in a manner that it can perform for its intended purpose during the Term. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed within four weeks after the natural expiration or termination of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion, provided that it first provide Agency 30 days' notice to cure such default. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely

responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account.

Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services that are in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information unless disclosure of such Proprietary Information is required by law. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce,

modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. Flock agrees that it may use the Footage generated from Flock Hardware within the boundaries of the Agency that is not Agency Data only: (i) to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above; (ii) as part of the Aggregated Data; (iii) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only; and (iv) obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own Agency Data. Flock may not sell any Agency Data or Footage generated from Flock Hardware within the boundaries of the Agency.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock may not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock’s material breach,

{00129993.2}

Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled

{00129993.2}

maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR {00129993.2}

IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO: (I) ANY BREACH OF THIS AGREEMENT BY FLOCK; OR (II) THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FLOCK.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees and breach of this Agreement.

9 MISCELLANEOUS

9.1 Compliance With Laws. Both Parties agree to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue for any claims between the Parties shall be in the courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 Publicity. Flock shall not reference or use Agency's name and trademarks, or disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website without the prior written permission of Agency.

9.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS: 200 E Sigwalt St.
Arlington Heights, IL 60005
ATTN: Joseph Pinnello
EMAIL: jpinnello@vah.com



Village Board
1/3/2023

Item: Destruction of Closed Session Recordings

Department: Village Clerk

In accordance with State Statute, the Village Board may authorize destruction of Closed Session Recordings for meetings which were held at least 18 months ago and for which the minutes have been approved. The recordings for the meetings of 11/19/2020, 03/01/2021, 03/15/2021, and 04/19/2021 meet these parameters.

Recommendation

It is recommended that the Village Board authorize the destruction of the recordings for the Closed Session meetings held on 11/19/2021, 03/01/2021, 03/15/2021, and 04/19/2021.



**Village Board
1/3/2023**

Item: Bond Waiver - Patton Elementary School PTA

Department: Building & Life Safety

Background

Patton Elementary School is requesting a waiver of the bond requirement for their upcoming raffle taking place during their Trivia night event being held January 28, 2023, at the KC Hall in Arlington Heights. Tickets will be sold the night of the event from 7:00pm to 10:00pm, with the winner being determined at 10:00pm.

Value of prizes: \$500.00

Recommendation

It is recommended that the Village Board waive the bond requirement as requested by Patton Elementary School.

ATTACHMENTS:

Description

Letter

Type

Correspondence



Patton Elementary School PTA
1616 N Patton Ave.
Arlington Heights, IL 60004

Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005

December 12, 2022

Dear Village Manager,

I am writing on behalf of the Patton Elementary School Parent Teacher Association (PTA). We are a nonprofit, with current 501c3 status. We are holding a raffle with prizes values at \$500 for a PTA Trivia night event on January 28th, 2023. The event will be held at the KC Hall in Arlington Heights. Additional details of the event, including proof of our nonprofit status, are included with our application. Please accept this letter as a written request to waive the bond requirement for our event. Please reach out with any questions.
Thank you,

Megan Worthington, President
Patton Elementary School PTA



Village Board
1/3/2023

Item: Ordinance - Agreement - Firefighters Association, Local 3105, I.A.F.F. (2023-2025)

Department: Human Resources

A new collective bargaining agreement with the Arlington Heights Firefighters Association, Local 3105, I.A.F.F. is attached for approval. This new agreement was reached utilizing the Interest Based Bargaining (IBB) process, which we have been using since 1999. Both sides again found the IBB process to be a significant improvement over traditional collective bargaining. The new agreement is for three years, with an expiration date of December 31, 2025. This Agreement has been ratified by the Firefighters.

Due to the fact that this is a mature contract and that the parties have a long history of working together, there were a few changes from the previous contract. We have cleaned up language throughout the contract, and have agreed on revising and enhancing the promotional Fire Lieutenant testing process.

The parties agreed to salary schedule adjustments of 3.5% for 2023, 3% for 2024, and 3.2% for 2025. In addition to prepare for impending retirements, the parties agreed to implement a Retiree Health Savings account for all union members with an employee only contribution, and enhanced the sick time conversation into paid medical insurance for the least expensive plan at the time of retirement.

Consistent with settlements for the last several contracts with the IAFF where the contract was voluntarily agreed-upon prior to its expiration date, the union members will receive a signing bonus. An additional paid Holiday has been awarded which is consistent with the Police contract. Finally in recognition for working diligently during the Covid pandemic, a one-time Covid bonus will be awarded to all union members.

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

RECOMMENDATION

It is recommended that the Village Board approve the attached Ordinance Approving an Agreement between the Village of Arlington Heights and the Arlington Heights Firefighters Association, Local 3105, I.A.F.F. with an expiration date of December 31, 2025.

ATTACHMENTS:

Description	Type
IAFF CBA 2023-2025	Agreement

AGREEMENT

between

VILLAGE OF ARLINGTON HEIGHTS

and

**ARLINGTON HEIGHTS FIREFIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.**

2023-2025

TABLE OF CONTENTS

<u>AGREEMENT</u>	<u>1</u>
-------------------------------	-----------------

<u>ARTICLE I</u>	<u>RECOGNITION AND REPRESENTATION</u>
-------------------------	--

Section 1	Recognition	1
-----------	-------------------	---

<u>ARTICLE II</u>	<u>NON-DISCRIMINATION</u>	<u>1</u>
--------------------------	--	-----------------

<u>ARTICLE III</u>	<u>DUES CHECKOFF AND UNION RIGHTS</u>
---------------------------	--

Section 1	Dues Checkoff	2
Section 2	Indemnification	2
Section 3	Union Use of Bulletin Board	2

<u>ARTICLE IV</u>	<u>LEAVES OF ABSENCE</u>
--------------------------	---------------------------------

Section 1	Sick Leave	3
Section 2	Funeral Leave	4
Section 3	Emergency Leave	4
Section 4	Jury Leave	4
Section 5	Witness Leave	5
Section 6	Military Leave	6
Section 7	Unpaid Leaves of Absence	6
Section 8	Non-Employment Elsewhere	6
Section 9	Leave for Union President	7

<u>ARTICLE V</u>	<u>SENIORITY LAYOFF, AND RECALL</u>
-------------------------	--

Section 1	Definition of Seniority	7
Section 2	Probationary Period Upon Initial Hire	7
Section 3	Seniority List	8
Section 4	Layoff	8
Section 5	Recall	8

Section 6	Termination of Seniority	9
Section 7	Seniority Adjustments	9

ARTICLE VI GRIEVANCE PROCEDURE

Section 1	Definition	9
Section 2	Procedure	10
Section 3	Bypassing Steps	10
Section 4	Arbitration	10
Section 5	Attendance at Grievance Meetings	12
Section 6	Limitations on Authority of Arbitrator	12
Section 7	Time Limit for Filing	13
Section 8	Miscellaneous	13

ARTICLE VII NO STRIKE-NO LOCKOUT

Section 1	No Strike	14
Section 2	Obligations of Union	14
Section 3	No Lockout	14
Section 4	Judicial Restraint	14

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 1	Purpose	14
Section 2	Normal Work Day and Work Week	14
Section 3	Normal Work Cycle	15
Section 4	Changes in Normal Workday or Normal Work Cycle.....	15
Section 5	Overtime Pay and Compensatory Time	15
Section 6	Distribution of Hirebacks	16
Section 7	Call Back Pay	19
Section 8	Duty Trades for 24-Hour Personnel	19
Section 9	Scheduling of Hanson Days	20
Section 10	Special Deployment	21

Section 11	No Pyramiding	22
------------	---------------------	----

ARTICLE IX **VACATIONS**

Section 1	Vacations	22
Section 2	Vacation Eligibility	22
Section 3	Vacation Accrual	23
Section 4	Vacation Pay	23
Section 5	Vacation Scheduling for 24-Hour Employees	23
Section 6	Vacation Scheduling for 7.5-Hour Personnel	24
Section 7	Limitation on Carry-Over of Vacation	24

ARTICLE X **HOLIDAYS FOR PERSONNEL ASSIGNED TO 7.5-HOUR SHIFTS**

Section 1	Designation of Holidays	25
Section 2	Eligibility Requirements	25
Section 3	Pay for Holiday Work	25

ARTICLE XI **SALARIES AND OTHER COMPENSATION**

Section 1	Salaries	26
Section 2	Step Increments	28
Section 3	Longevity Pay	28
Section 4	Pay When Serving in Acting Capacity.....	28
Section 5	Holiday Pay for 24-Hour Personnel	29
Section 6	Paramedic Preceptor Pay	30

ARTICLE XII **INSURANCE**

Section 1	Comprehensive Medical Program	30
Section 2	Cost Containment	31
Section 3	Terms of Policies to Govern	31
Section 4	Right to Maintain Coverage	31

Section 5	Life Insurance	31
Section 6	Employee Assistance Program	32
Section 7	Section 125 Plan	32
Section 8	Retiree Medical Insurance	32

ARTICLE XIII MANAGEMENT RIGHTS 33

ARTICLE XIV MISCELLANEOUS

Section 1	Gender Words	33
Section 2	Medical Examinations	33
Section 3	Precedence of Agreement	34
Section 4	Disciplinary Investigations	35
Section 5	Drug and Alcohol Testing	37
Section 6	Impasse Resolution	38
Section 7	Residency Requirements	38
Section 8	Deferred Compensation	38
Section 9	Secondary Employment	38
Section 10	Uniforms and Equipment	39
Section 11	Ratification and Amendment	42
Section 12	Personnel Changes	42
Section 13	Access to Personnel File	43
Section 14	Light Duty	44
Section 15	Public Education Officer.....	45
Section 16	Subcontracting	46
Section 17	Physical Fitness Program	47
Section 18	Stand Down Time	47
Section 19	Job Duties.....	48
Section 20	Credit for Village Service.....	48
Section 21	Performance Evaluations	48

Section 22	Posting of Fire Service Training Opportunities	49
Section 23	Safety Committee.....	50
Section 24	Fireguard/Extra Duty Assignments.....	50
Section 25	Distribution of Agreement	51
Section 26	Tuition Reimbursement	51
Section 27	Engineer Certification Program	51
Section 28	Station and Shift Bidding	53
Section 29	Smoking	53
Section 30	Disability Benefits	54
Section 31	Apparatus Staffing	54

ARTICLE XV PROMOTIONS

Section 1	Applicability	54
Section 2	Initial Eligibility	54
Section 3	Components	55
Section 4	Seniority	57
Section 5	Ascertained Merit.....	57
Section 6	Written Exam	58
Section 7	Duration of Final Promotion List	58
Section 8	Order of Selection	58
Section 9	Right of Review	59
Section 10	Precedence of Article	59

ARTICLE XVI LABOR-MANAGEMENT MEETINGS 60

ARTICLE XVII MAINTENCE OF SPECIFIC WORK DAY PRIVILEGES 60

ARTICLE XVIII EMERGENCY MEDICAL SERVICES

Section 1	Definition	61
Section 2	Condition of Employment.....	61

Section 3	Good Faith Effort	62
Section 4	Requirement to Obtain & Maintain a Paramedic License..	63
Section 5	Opt Out Provisions for Paramedics	63
Section 6	Arrangements for EMT-B and EMT-P Training	64
Section 7	Rotation	64
Section 8	Notice and Medical Treatment.....	64
Section 9	Certification/Licensure	65

ARTICLE XIX EMPLOYEE DISCIPLINE

Section 1	Employee Rights	65
Section 2	Employee's Authority	66

ARTICLE XX ENTIRE AGREEMENT

ARTICLE XXI SAVINGS CLAUSE

ARTICLE XXII DURATION AND TERM OF AGREEMENT

Section 1	Termination in 2025	67
-----------	---------------------------	----

ATTACHMENT A

SIDE LETTER

SIDE LETTER

SIDE LETTER

SIDE LETTER

SIDE LETTER

APPENDIX A ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

AGREEMENT

This Agreement is made and entered into by and between the Village of Arlington Heights (“Village”) and Local 3105, International Association of Fire Fighters, AFL-CIO, CLC (“Union”).

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 all 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, impartial, 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 Union as the sole and exclusive bargaining representative for all sworn full-time firefighters below the rank of Division/Battalion Chief, but excluding all sworn full-time firefighters in the rank of Division/Battalion Chief and above, any employees excluded from the definition of “firefighter” as defined in Section 1603(g)-(l) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended. Notwithstanding the foregoing, if an employee holds a full-time position as Director of Paramedic Services, he shall be excluded from the bargaining unit.

ARTICLE II NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, unfavorable discharge from military service, sexual orientation, or gender identity or Union membership or non-membership. Any dispute concerning the interpretation and application of this paragraph with respect to alleged discrimination because of 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 UNION RIGHTS

Section 1. Dues Checkoff. The Village will deduct from each employee's first two paychecks each month the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount twice each year during the life of this Agreement by giving the Village at least 30 days' notice in writing of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted, together with a list of the employees from whom dues have been deducted, to the person designated by the Union in writing not later than 15 days after the issuance of each paycheck from which dues have been deducted.

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

Section 2. Indemnification. The Union 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 by the Union under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

Section 3. Union Use of Bulletin Board. The Village will make available space for a bulletin board (not to exceed 3 ft. by 3 ft.) in each station for the posting of official Union notices of a non-derogatory or non-partisan political nature. The Union will limit the posting of Union notices to such bulletin board and shall be responsible for maintaining its bulletin boards. The Village shall notify the Union of any materials posted on Union bulletin boards which the Village believes do not comply with the provisions of this Section.

ARTICLE IV 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 (including birth of a child) or, with the approval of the Fire Chief or his designee, to attend appointment with a doctor or dentist. For purposes of accruing and using sick leave days, a sick leave day for employees assigned to 24-hour shifts shall be 12 hours; for employees assigned to 7.5-hour shifts, a sick leave day shall be 7.5 hours. An employee's accumulated sick leave hours shall be made available upon reasonable request by calling/writing the Deputy Chief's office.

In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled work day in accordance with any rules and regulations that may be in effect governing such notification.

In order to receive pay for a sick leave day that occurs immediately before or immediately after any other regularly scheduled paid day off the employee must establish proof of sickness to the reasonable satisfaction of the Fire Chief or his designee.

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, or if the employee has prolonged and/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls (for employees suspected of abuse, including employees who are frequently absent), and/or taking disciplinary action, including dismissal.

Employees suspected of sick leave abuse will not be disciplined. An employee who is found to have abused sick leave may receive progressive discipline in accordance with the current collective bargaining agreement and the General Orders of the Fire Department or successor document, up to and including dismissal.

With regard to an employee suspected of sick leave abuse, should the Fire Chief, or designee, order an employee to obtain an examination to determine that employee's illness and/or fitness for duty, the medical expense, including that employee's time, shall be borne by the Village.

For retirements occurring on or after the date of this Agreement and ratified by both parties, an employee who receives a pension pursuant to the Firefighters' Pension Fund (40 ILCS 5/4-101 et seq.) has the option to convert their unused sick time to paid up medical insurance.

Employees have 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 coverage under the Village's Comprehensive Medical Program (Article XII, Section 1.)

Sick leave may not be used for absence due to a work-related injury for which compensation has been provided to the employee under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use earned but unused paid time off.

Section 2. Funeral Leave. In the event of a death in the employee's immediate family, an employee assigned to 24 hour shifts will be granted up to two shift days of leave without loss of pay for the purpose of attending the funeral; provided, however, an employee will still be eligible for funeral leave even though the employee does not actually attend the funeral if there are extenuating circumstances which prevent the employee from attending the funeral (e.g., the employee has to stay at home to take care of children while the employee's spouse attends the funeral). Requests for extensions of one duty day for 24-hour personnel shall not be unreasonably denied, but any such days shall be charged to sick leave. Non-shift employees shall be eligible for funeral leave in accordance with the Village Employee Handbook, in existence on the date this Agreement is executed. Immediate family shall be defined as the employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 3. Emergency Leave. An employee may request up to three hours of emergency leave to attend to an emergency situation that arises in the employee's family or home during hours of work. The Fire Chief or his designee in considering a request for emergency leave shall take into account whether or not the occasion actually requires that the employee be absent from work in relationship to the needs of the Department, provided that the Fire Chief or his designee shall not arbitrarily and unreasonably deny a request for emergency leave. Additional emergency leave may be granted at the sole discretion of the Village.

Section 4. Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall be retained by the employee and shall not be subtracted from the employee's regular wages. For purposes of administering this Section, the following guidelines shall be observed:

- If an employee is picked to serve as a juror for a trial on his shift day, and the trial continues to the next calendar day, the employee may go home after court without loss in pay on the duty day he serves as a juror.
- If the trial concludes or is not scheduled to resume the next day, the employee shall report for duty for the remainder of his or her shift.
- If an employee is serving as a juror in an ongoing trial, then the employee will normally be released without loss in pay at 8:00 pm on the shift day before the trial is scheduled to resume.
- If an employee is serving as a juror in a multi-day trial but court is not scheduled for his/her duty day, the employee shall report for duty.
- If an employee is summoned for jury duty, said employee shall normally be released at 0600 on such day, with no loss in pay.

Section 5. Witness Leave. An employee who is subpoenaed to testify with respect to lawsuits or administrative proceedings other than Board of Fire & Police Commission Proceedings, which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activity at the request of the Union) shall be:

1. excused from work without loss of pay if his required participation occurs during duty hours; or
2. paid at his applicable hourly rate of pay if his required participation occurs during off-duty hours.

Any compensation which the employee receives from an outside third party for testifying in a lawsuit or administrative proceeding shall be retained by the employee and shall not be subtracted from the employee's wages (if any).

If an employee is subpoenaed at the request of the Fire Chief to testify in a hearing before the Board of Fire and Police Commission, the employee shall either be released from duty without loss of pay or paid the applicable hourly rate of pay for all hours of required off-duty participation, whichever is applicable. If an employee is subpoenaed at the request of someone other than the Fire Chief in such a hearing, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if he testifies during his off-duty hours.

If an employee is subpoenaed to testify in lawsuits or administrative proceedings which do not arise out of the employee's employment by the Village, the employee shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay. Employees who are subpoenaed by the Union to testify in lawsuits, administrative proceedings or arbitrations shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay, provided that the parties shall make every reasonable effort to schedule such hearing appearances that are within their control during non-work hours.

Section 6. Military Leave. Military leave, including reserve duty and training, shall be in accordance with applicable federal and state law. Employees who are required to attend periodic weekend military training sessions on the days on which they would otherwise be scheduled to work may use accumulated vacation time (pursuant to Article IX), request a duty trade pursuant to Article VIII, Section 8, or take time off without pay pursuant to Section 7 of this Article.

Section 7. Unpaid Leaves of Absence. A non-probationary employee may request that the Fire Chief recommend to the Arlington Heights Fire and Police Commission that such employee be granted an unpaid leave of absence not to exceed one year, with the understanding that the Fire Chief will not arbitrarily and unreasonably refuse to make such a recommendation. If the Fire Chief makes such a recommendation, it shall be subject to the approval of the Arlington Heights Fire and Police Commission and such rules and regulations as the Arlington Heights Fire and Police Commission may adopt from time to time governing same. The Fire Chief or his designee may, at the Fire Chief's sole discretion, grant a non-probationary employee up to three unpaid leaves of absence in a calendar year without seeking approval of the Arlington Heights Fire and Police Commission, provided the combined total of such leaves does not exceed 30 calendar days. Unpaid leaves granted pursuant to Sections 4.5 (Witness Leave), 4.6 (Military Leave), 4.9 (Leave for Union President) and 14.22 (Posting of Fire Service Training Opportunities) shall be deducted from the 30 calendar day limit referred to in this Section, but shall not count as one of the three occurrences permitted under this Section. The criteria for approving or denying leaves under Sections 4.5, 4.6, 4.9 and 14.22 shall otherwise be as set forth in each of those Sections.

Section 8. 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 (1) 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, (2) employment that is integrally related to the purpose of the approved leave, or (3) employment that has been approved in advance by the Village Manager in writing due to extenuating circumstances.

Section 9. Leave for Union President. Upon written request submitted to the Fire Chief at least two weeks in advance, the Union President or his designee shall be granted leave without pay for any scheduled duty day(s) that are needed to attend the State and/or National convention of the IAFF, semi-annual meetings of the Northern District of the AFFI, and semi-annual meetings of the Eighth District of the IAFF. The time that the Union President or his designee is absent from regularly scheduled hours of work while on such unpaid leave will nevertheless be counted as hours worked for the sole purpose of determining eligibility for overtime pay as provided in Article VIII, Section 5, of this Agreement.

ARTICLE V SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority. Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn firefighter in the Fire Department of the Village uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the firefighters on the Fire and Police Commission hiring or promotional list, whichever is applicable, with the firefighter higher on the applicable list being the more senior. Where the term "seniority" is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 2. Probationary Period Upon Initial Hire. All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of 12 months. The probationary period will begin on the first day an employee works a 24 hour shift. While an employee is a probationary employee, the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employee may have separate and apart from this Agreement. No grievance

shall be presented or entertained in connection with the suspension or termination of a probationary employee.

The probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time, i.e, day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four weeks or more during the first 12 months of employment.

Section 3. Seniority List. On or before November 1 each year, the Village will provide the Union 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 30 calendar days after the Union's receipt of the list.

Section 4. Layoff. If the Village decides to lay off employees, the employee with the least continuous full-time employment on the affected job category (i.e., Lieutenant, Firefighter-paramedic, Firefighter-engineer, and Firefighter) shall be laid off first. An employee who otherwise would be laid off may bump the least senior employee in another job category if the employee is fully qualified to perform the job duties of the least senior employee in said job category.

Notwithstanding the above, in no event shall any employee be laid off who would not be laid off pursuant to the provisions of 65 ILCS 5/10-2.1-18. For purposes of determining which employee(s) will actually be laid off, Firefighter-paramedic, Firefighter-engineer, and Firefighter shall be all considered the rank of firefighter. After any bumping as provided above, the last hired firefighter shall be the first laid off.

Section 5. Recall. Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to 21 calendar days to report back to work from date of receipt of the notice of recall (provided that the Fire Chief for good cause shown may extend the number of days to 28), provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union, it being the obligation and responsibility of the employee to provide the Fire

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. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged for just cause;
- c) retires or is retired;
- 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);
- 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 Fire Chief or his designee of his intention to return to work within seven days or to report for work within 21 days after having been recalled;
- g) does not perform work for the Village (except for military service or an established work related injury compensable under workers' compensation or employees receiving disability pension) for a period in excess of 12 months.

Section 7. Seniority Adjustments. Seniority shall be interrupted in the event an employee is placed on a non-duty 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 non-duty disability 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 VI 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. Employees shall have the right to authorize in writing the Union to file and process grievances on their behalf, or to file grievances without the intervention of the Union.

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 (in most cases, the Battalion Chief) immediate supervisor outside the bargaining unit, 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 14 calendar days from the date of the first occurrence of the matter giving rise to the grievance or within 14 calendar 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 including the reasons therefor to the grievant within seven calendar 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 Deputy Fire Chief, or his designee, within seven calendar 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 Deputy Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant within seven calendar 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 Fire Chief within seven calendar 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 Fire Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven calendar days with the grievant and no more than two authorized representatives of the Union at a time mutually agreeable to the parties within said seven day period. The Fire Chief or his designee may invite one other non-bargaining unit employee to be present at such meeting. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant and the Union within seven calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven calendar 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 Union representative(s) within 14 calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer including the reasons therefor to the grievant and Union within 14 calendar days following the meeting.

Section 3. Bypassing Steps. The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure.

Section 4. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union 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 Union at Step 4. Only the Union may refer grievances to arbitration.

- a) The parties shall attempt to agree upon an arbitrator within seven calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven day period, the parties shall jointly request the American Arbitration

Association to submit a panel of seven arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that any panel be composed only of members of the National Academy of Arbitrators. The parties agree to use the AAA's ranking process for 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. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested.

- 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 Union and Village representatives.
- c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union 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 simultaneous 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 Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5. Attendance at Grievance Meetings. If any grievance meetings/arbitration hearings are scheduled during the working hours of any grievant who desires to attend or his Union representative, such employee(s) shall be released from duty to attend such meetings/arbitration hearings without loss of pay.

Section 6. 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, applicable court decisions, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 6 shall be final and binding.

Section 7. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within 14 calendar days after the first occurrence of the event giving rise to the grievance or within 14 calendar 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; provided, however, that such a waiver shall not serve to waive an employee’s right to file a future grievance involving similar facts and circumstances. 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; provided, however, that such a settlement shall not serve to waive an employee’s right to file a future grievance involving similar facts and circumstances. 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.

Section 8. 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.

ARTICLE VII NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Union 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 mandatory overtime, mass resignations or mass absenteeism, regardless of the reason for so doing.

Section 2. Obligations of Union. In the event of a violation of Section 1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Union complies with this Section 2 hereof, the Village agrees that the Union shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

Section 3. No Lockout. The Village will not lock out any employees as a result of a labor dispute with the Union.

Section 4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 2. Normal Work Day and Work Week. The normal work day and work week for employees assigned to 24-hour shifts shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). Twenty-four hour shifts shall start and end at 8:00 a.m. In lieu of holidays and to reduce the average work week, every ninth shift shall normally be scheduled off (i.e., Hanson days).

The normal work day and work week for employees assigned to 7.5-hour shifts shall be 37.5 hours based on five 7.5-hour shifts, Monday through Friday, excluding any unpaid lunch period that may be scheduled. Such 7.5-hour shifts shall fall between the hours of 8:00 a.m. and 5:00 p.m unless otherwise approved by the Fire Chief.

Section 3. Normal Work Cycle. The normal work cycle for employees assigned to 24-hour shifts shall be 27 days. The normal work cycle for employees assigned to 7.5-hour shifts shall be 28 days.

Section 4. Changes in Normal Workday or Normal Work Cycle. Subject to Sections 2 and 3 above, should it be necessary in the Village's judgment to establish individual schedules departing from the normal work day, normal work week, or the work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours advance notice of such change to all employees whose normal work day, normal work week, and/or normal work cycle is changed, provided that such changes are not made for arbitrary and capricious purposes. Employees shall not be required to alter their normally scheduled hours of work without their consent in order to prevent such employees from being eligible for overtime pay.

Section 5. Overtime Pay and Compensatory Time. Employees assigned to 24-hour shifts shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 204 in their 27-day work cycle or in excess of 24 hours in a work day. Employees assigned to 7.5-hour days shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 150 hours in their 28-day work cycle or in excess of 75 hours in a two-week pay period.

An employee's regular hourly rate of pay shall be based upon a 49.8 hour work week for 24-hour shift personnel and a 37.5 hour work week for 7.5-hour personnel and shall be determined by dividing the employee's annual salary by 2598 for 24-hour shift personnel and by 1950 for 7.5-hour personnel.

In accordance with the policy and practice in effect prior to the effective date of this Agreement, the provisions of this section shall not be applicable to special details (e.g., Fire Inspector) which are compensated at an hourly rate established by the Village.

In lieu of overtime pay, employees may elect to take Compensatory Time ("Comp Time"). Employees electing Comp Time for some or all overtime earned will have a rolling bank for Comp Time. (e.g. An employee works a 24-hour hireback and elects to take the overtime hours as Comp Time. Comp Time of 36 hours is placed in the employee's Comp Time bank. An employee who works a 24-hour hireback on a paid holiday would be entitled to bank 48 hours of Comp Time.). This banked time may be scheduled and used as time off under the following rules:

1. Employees may have no more than 108 hours in their Comp Time bank at any time. All Comp Time hours must be used by the end of the calendar year. Any unused Comp Time

hours in an employee's bank on December 31 shall be paid out at the employee's straight time hourly rate in effect as of December 31st.

2. A request to schedule Comp Time must be submitted no later than 5pm on the employee's duty day prior to the date that time is requested off.
3. Comp Time shall be scheduled for a minimum of eight hours to a maximum of 24 hours, with time taken in ½ hour increments.
4. If the Comp Time request is scheduled to start after 8am, the time requested must complete the shift, i.e., run through the end of the scheduled shift. Comp Time may not be scheduled to start after 10pm.
5. No more than two employees shall be allowed off on Comp Time each day. Requests will be processed on a first-come first-serve basis. Only one of the two employees off on Comp Time on any day can be a lieutenant.
6. An employee off duty on Comp Time is ineligible for hirebacks or any other Department overtime except for General Callbacks.

If at the time an employee submits a Comp Time request that request causes a hireback, 1.5 times the hours requested will be removed from the employee's Comp Time bank. (e.g. An employee submits a Comp Time request for an entire 24-hour shift. Granting the request will cause the staffing for that shift to be below the minimum. The employee will be charged 36 hours of Comp Time for the 24 hour shift.).

Section 6. Distribution of Hirebacks. Except in emergency circumstances where it is not feasible to use the hireback procedure set forth herein, the opportunity to work hirebacks shall be in accordance with the following procedures.

Advance Hireback Procedure.

Rosters A, B, and the Availability List as described herein, shall be used when the Village anticipates a hireback in advance of the shift when the hireback will be worked, i.e., before the shift begins. The Battalion Chief or his designee shall prepare, maintain, and post in each fire station current seniority-based rosters of firefighters, firefighters/paramedics, firefighters/engineers, and lieutenants who are qualified and available for hireback. Roster A shall be used when the Village anticipates, in advance of the shift, that the hireback will be for a minimum of more than four consecutive hours up to and including twelve consecutive hours. Roster B shall be used when the Village anticipates, in advance of the shift, that the hireback will be for over 12 consecutive hours. In any event, however, an employee shall only be compensated for hireback hours actually worked, regardless of from which roster the employee was hired back. The Availability List shall be prepared as follows: Eligible employees (i.e. employees without prior scheduled department obligations) shall notify their respective company officer of their availability for a hire back on the A and/or B roster by 7pm on their shift day unless they are delayed on a call.

Company officers shall take these names and notify the on duty Battalion Chief via email by 8 pm unless they are delayed on a call.

Any hireback for four consecutive hours or less will be filled after both A and B list hirebacks have been filled. No list shall be kept or maintained for the four hours or less hireback. These hirebacks will be filled based strictly on seniority from the remaining people on the A list (i.e. the most senior person that made themselves available on the A list and was not hired back for the upcoming shift will receive the four hours or less hireback.)

If the Village determines that it is necessary to hire back in any classification, employees shall be hired back by classification in the order in which they appear on the applicable written roster and the Availability List. Any employee whose name is not on the Availability List will not be contacted by the on duty Battalion Chief. The on duty Battalion Chief will make every attempt to notify/fill the hireback as soon as the need is established and they have received the Availability List. On the day of the hireback, employees will make every attempt to proceed to the station of their hireback as soon as possible.

Once an employee accepts or refuses a hireback from a particular roster, such employee shall not be offered another hireback opportunity from the same roster until their name comes up in rotation on the same roster. In addition, once an employee has accepted a hireback off either roster on a specific occasion, then such employee shall be ineligible for another hireback off either roster for the same duty day. If a vacancy still exists after the Availability List for Roster A and/or Roster B has been exhausted, the Battalion Chief shall fill the remaining vacancies from the mid shift hireback procedures and the C roster as described later in this Section.

Selection of employees for hireback opportunity shall first come from the preceding shift if the need for the hireback is known before the shift ends.

If an employee is hired back off Roster A in a specific instance but actually works more than 12 hours on such occasion, then such employee will not lose his/her place on Roster A, but shall be passed over the next time his/her name comes up for a hireback opportunity on Roster B. Conversely, if an employee is hired back off Roster B in a specific instance but actually works less than 12 hours on such occasion, then such employee will not lose his/her place on Roster B, but shall be passed over the next time his/her name comes up for a hireback opportunity on Roster A.

Roster A and Roster B shall be reset to zero hirebacks for all employees every year, starting in January with the effective date of the shift change.

Mid Shift Hirebacks.

If the Village decides to hireback for a shift which has already begun (mid-shift), or has exhausted the Availability List for Roster A or Roster B, then it will follow the procedure described in this paragraph, whenever feasible. A third roster, known as Roster C, shall be prepared when this agreement is implemented. Roster C shall list all bargaining unit employees by seniority. When the Village decides to hireback mid-shift or has exhausted the availability list for Roster A or Roster B, it will issue a general page to all members of the bargaining unit. Employees who are off duty shall have 15 minutes to respond to the page. Among those responding, the most senior qualified employee with the fewest number of hirebacks on Roster C shall be assigned any hireback greater than four hours. Any hireback that is four hours or less will be assigned to the most senior person that responded and will not be marked off any list. Roster C shall be reset to zero hirebacks for all employees every three years, starting in January with the effective date of the shift change. The first reset will be in January 2015 on the effective date of the shift change. The Village and the Union shall discuss any unforeseen implementation issues concerning this procedure during Labor Management meetings.

General Provisions

An employee who works a hireback on what would otherwise be his Hanson day shall only be eligible to receive overtime pay at time and one half his regular hourly rate of pay for those hours of work, if any, that are in excess of 204 in the employee's 27 day work cycle; hireback hours on a Hanson day which are not in excess of 204 shall be paid at the employee's regular straight time hourly rate of pay.

Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run), provided that such a holdover does not affect that employee's position on the hireback roster. If any employee establishes that he has not received his appropriate share of hireback opportunities in accordance with the procedure set forth herein, such employee shall have first preference to future hireback opportunities he is properly qualified to perform on the applicable hireback roster until the mistake has been corrected.

Absent emergency circumstances, employees shall not be scheduled to work more than 48 consecutive hours.

Section 7. Call Back 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 hours worked outside their normal shift, with a minimum of two hours' pay. This provision shall not be applicable to scheduled overtime.

Section 8. Duty Trades for 24 Hour Personnel. Employees shall be permitted not more than 50 completed duty trades between employees of equal qualifications (i.e., paramedic for paramedic, engineer for engineer, officer for officer, etc.) each calendar year provided the request for a duty trade is entered in to the computer (Telestaff or its successor program) by at least 5 p.m. on the duty day in advance and the employee standing by has not worked the immediately preceding 48 consecutive hours. Subject to the conditions specified in this Section, a Paramedic/backup driver can trade with an engineer, provided the engineer can only trade with the paramedic on a duty day when there is an open engineer slot at the time the trade is approved by the Battalion Chief. Subject to the conditions specified in this Section, a Firefighter 1 can trade with a paramedic, as long as it does not cause there to be more than six paramedics off on that day. Only the Battalion Chief, or Deputy Chief if the Battalion Chief is absent, may approve or deny duty trades. Requests made after 5 p.m. on the employee's advance duty day may be denied by the Battalion Chief (Deputy Chief if the Battalion Chief is absent) if:

- (a) the employee standing by does not have equal qualifications or abilities, including the ability to perform the duty assignment for the shift in question;
- (b) the employee standing by has worked 48 consecutive hours immediately preceding the requested trade; or
- (c) the requesting employee has had 50 completed duty trades during the year.

A duty trade which is a "flip flop" (i.e., the employees trade adjoining duty day shifts) shall be counted as a completed duty trade only for the employee requesting the "flip flop." Duty trades for military leave shall not count for purposes of calculating the number of duty trades an employee takes. Duty trades of ten hours or less shall not be used for the purpose of secondary employment, with the understanding that duty trade for the last two hours or less of the shift shall not be subject to this limitation on the use of a duty trade. A total of 12 duty trades in the aggregate per calendar year (accumulative to a maximum of 24 if 12 are not used in a calendar year) for Union officers/delegates for the purpose of attending union conventions/seminars and union regional meetings shall not be counted for purposes of calculating the number of duty trades for the Union

officers/delegates making the trades but shall be counted for the employees with whom the trades are made.

An employee who is not capable of working at the time of a duty trade request, or whom the Village reasonably believes will be incapable of working when the trade is scheduled to occur, is ineligible to participate in a duty trade.

If an employee terminates his or her employment with an outstanding duty trade, that duty trade is void. The original employee with whom the duty trade was with shall be responsible for his or her own day. Any deviation from this paragraph is at the sole discretion of the Fire Chief.

Section 9. Scheduling of Hanson Days. On or before October 15, the Battalion Chief shall identify the nine Hanson Day slots, including the sequence of slots that are available for selection, for each of the 27 calendar day scheduling cycles (work reduction days for FLSA purposes) for the following calendar year, together with the available positions (i.e. no more than one officer, one engineer and two paramedics may be off on any given Hanson Day slot except as set forth in the following paragraph. Effective for the 1990 calendar year and thereafter, the floating holiday shall be converted to a Hanson Day (i.e., a work reduction day for FLSA purposes) and shall be selected as provided in this Section.

Once the number of paramedics on any shift reaches 19, effective with the first Station and Shift bidding process after that number is reached, up to five paramedics will be permitted to be off on Hanson and vacation days for that shift. Provided, however, the number of Hanson Day slots on which three paramedics will be permitted to be off will be equal to the number of paramedics over 18 on a shift (e.g. if there are 19 paramedics on black shift, one Hanson Day slot will have three paramedics off on black shift). The remaining Hanson Day slots will be limited to two paramedics off.

Once the number of paramedics on any shift reaches 20, effective with the first Station and Shift bidding process after that number is reached, up to six paramedics will be permitted to be off on Hanson and vacation days for that shift. Provided, however, the number of Hanson Day slots on which three paramedics will be permitted to be off will be equal to the number of paramedics over 18 on a shift (e.g. if there are 22 paramedics assigned to a shift, four Hanson Day slots will have three paramedics off and the remaining Hanson Day slots will be limited to two paramedics off).

Prior to November 1, each employee shall submit to the Battalion Chief who will be in charge of the duty shift on which the employee has been assigned for the next calendar year a written list which specifically identifies the employee's Hanson Day slot selections in order of preference for each slot which contains his position. If an employee fails to provide the appropriate Battalion Chief with his list of Hanson Day slots in order of preference by November 1, the employee shall be deemed to have waived his right to participate in the selection process and the appropriate Battalion Chief shall assign the employee to an available Hanson Day slot for his position after all other employees who submitted lists have been placed in Hanson Day slots for their position based on seniority as set forth below.

On or after November 1, the Battalion Chief shall place the employees assigned to his duty shift for the following calendar year into Hanson Day slots appropriate for their position starting with the employee in the middle of the seniority list for said shift and thereafter alternating between the next employee with more seniority and the next employee with less seniority. The seniority list for the shift shall be based on departmental seniority as defined in Article V, Section 1, rather than time served on that particular shift. If there is an even number of employees on the seniority list for the duty shift in question, of the two employees in the middle of the list, the Battalion Chief shall start with the more senior of the two. In placing each employee in a Hanson Day slot appropriate for his position, the Battalion Chief shall use the employee's highest available preference when it is that employee's turn to be placed into a Hanson Day slot.

For purposes of scheduling and selecting Hanson Day slots, if the 27 day scheduling cycle carries over from one calendar year to the next, that cycle shall be considered as part of the preceding year.

If an employee is promoted, or transferred to another shift at a time other than the annual shift realignment, the employee will be placed in the available Hanson Day slot appropriate to his position for the balance of the year.

Section 10. Special Deployment. In the event an employee is temporarily assigned to a special deployment to incidents in connection with a state or federal declaration of emergency, the Fire Chief or his designee may assign such employee to a different work schedule for the period of such deployment. An employee will be compensated for all time spent during such special deployment, i.e., from portal to portal, provided Village costs for such special deployment are fully reimbursable by a federal or state agency. An employee on special deployment under this Section

shall only be eligible for overtime pay for those hours actually worked in excess of 204 in their 27-day work cycle; all other compensable hours shall be at straight time.

Section 11. No Pyramiding. Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision which provides the highest compensation.

ARTICLE IX VACATIONS

Section 1. Vacations. Vacation allowance for 24-hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>24-Hour Work Days</u>
Upon hire	5
After 4 years of service	8
After 9 years of service	9
After 14 years of service	10
After 19 years of service	11
After 23 years of service	12
After 24 years of service	13

Vacation allowance for 7.5 hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>7.5 Hour Work Days</u>
Upon hire	10
After 4 years of service	15
After 9 years of service	17
After 14 years of service	20
After 19 years of service	22
After 20 years of service	23
After 23 years of service	24
After 24 years of service	25

Section 2. Vacation Eligibility. In order to be eligible to accrue paid vacation in a given month in accordance with the above schedule, the employee must be in active pay status during said month; provided, however, that an employee who is in off duty status and receiving workrelated disability pay or sick leave paid by the Village (and therefore in active pay status) shall not accrue paid vacation for more than twelve consecutive months while in such off duty status.

Section 3. Vacation Accrual. Vacation days shall be taken in the year in which they accrue. In the year in which an employee reaches an anniversary date which would entitle him to additional vacation day(s) as set forth in Section 1 above, the employee shall be entitled to schedule and take the additional vacation during that calendar year. Example: An employee who on July 1, 2015, will reach the anniversary date for his 4th year of service (i.e., has completed four years of service) will be entitled to schedule as provided herein and take eight days of vacation during calendar year 2015.

A newly hired employee shall be entitled to schedule and take the pro rata amount of vacation days that have accrued or will be accrued for the balance of the calendar year in which the employee is hired.

Section 4. 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 5. Vacation Scheduling for 24-Hour Employees. Vacation picks shall be made between November 1 and December 15 for the following calendar year and the selection process shall commence promptly on the Battalion Chief's first duty day on or after November 1. If the employee fails to make his pick within 24 hours after being notified that it is his turn to pick, the employee shall be bypassed until all remaining employees have made their vacation picks. A total of three 24-hour employees, excluding non-bargaining unit supervisory employees, will be allowed to be on vacation per duty day, except in instances where only three Hanson days have been scheduled for a duty day, in which case a total of four 24-hour employees, excluding nonbargaining unit supervisory employees, will be allowed to be on vacation for said duty day. In the event a Battalion Chief is off on a Hanson Day, then only one lieutenant can be off on vacation that day. Unless the number of paramedics on any shift reaches 19, there can be no more than two lieutenants, two engineers, or four paramedics off on vacation and/or a Hanson Day per duty day. Once the number of paramedics on any shift reaches 19, up to five paramedics will be permitted to be off on Hanson and vacation days for that shift, subject to the limitations on the number of paramedics off on Hanson Days set forth in Article VIII, Section 9. Once the number of paramedics on a shift reached 20, up to six paramedics will be permitted to be off on Hanson and vacation days for that shift, subject to the limitations on the number of paramedics off on Hanson Days set forth in Article VIII, Section 9.

Vacation picks shall be selected by shift on the basis of departmental seniority. Employees shall have the right to select up to all of their vacation days. There shall be no limit of the number of 24-hour splits in making vacation picks. Employees who do not select all of their earned vacation days may schedule them at a later date in accordance with current practice and subject to the provisions set forth above.

If an employee retires, is placed on disability retirement, is promoted, accepts a position as an engineer, is transferred to eight hour shifts, or is otherwise terminated after the employee has made his vacation selection, the vacation days thus opened up shall be made available for selection by employees on the affected shift on the basis of inverse departmental seniority. An employee who has selected vacated vacation days shall not again be eligible to select vacated vacation days for the balance of that vacation year.

Once both vacation and Hanson Days picks have been made, an employee may request to trade any such pick for another such pick as long as it results in not more than two lieutenants, two engineers, or four paramedics (five for any shift with 18 or 19 paramedics and six for any shift with at least 20 paramedics) being scheduled off on vacation and/or a Hanson Day per duty day. In the event a Battalion Chief is off on a Hanson Day, then only one lieutenant can be off on vacation that day. Such requests shall not be arbitrarily and unreasonably denied. While any such approved trades shall be considered duty trades for purposes of FLSA, they shall not be considered duty trades for purposes of Section 8 of Article VIII.

Section 6. Vacation Scheduling for 7.5-Hour Personnel. Employees assigned to a 37.5hour work week shall select and schedule vacations in accordance with the practice in effect prior to the effective date of the parties' first collective bargaining agreement, with a maximum of two employees permitted off on vacation on any one work day.

Section 7. Limitation on Carry-Over of Vacation. For 24-hour or 7.5-hour personnel, earned vacation days shall not accumulate beyond the year in which they are to be taken; provided, however, the Fire Chief may approve a written request that unused vacation days be carried over for exceptional circumstances (e.g., to have additional days of vacation available in a subsequent year to take an extended trip abroad or to participate in a college or university program that requires residence on campus); provided, however, the Fire Chief shall not act arbitrarily and unreasonably in acting on written requests. If the Fire Chief approves the carry-over of vacation day(s) pursuant

to this paragraph, then such vacation day(s) shall be selected after all employees on the shift have had an opportunity to select their vacations in accordance with Sections 3 and 5 of this Article.

No vacation days in excess of 30 for 7.5-hour personnel or 15 days for 24- hour personnel may be carried over from one calendar year to another unless specifically authorized in writing by the Village Manager.

ARTICLE X HOLIDAYS FOR PERSONNEL ASSIGNED TO SEVEN AND ONE-HALF-HOUR SHIFTS

Section 1. Designation of Holidays. Eligible employees who are assigned to work 7.5 hours per day, 37.5 hours per week shall normally receive ten designated holidays and two floating holidays per calendar year. The ten holidays and the days on which they will be observed will be designated annually by the Village Manager.

In addition to the holidays designated annually by the Village Manager, if the Village Hall is closed and Village Hall employees are given all or part of a day off with pay, 37.5 hour employees shall receive the same day or part of a day off with pay, provided that this provision shall not be applicable to any day or part of a day on which Village Hall employees are given time off with pay in lieu of one of the foregoing holidays. Holidays not declared as floaters shall be observed on the day observed by Village Hall employees.

Floating holidays shall be scheduled with the approval of employee's supervisor, provided that approval shall not be arbitrarily withheld. If an employee is unable to use a floater during the calendar year because permission has been denied, the employee may carry over the floater to the next calendar year. Floating holidays shall not be divided into less than one full day off without the mutual consent of both the employee and the employee's supervisor.

Section 2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work or be paid as if worked in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Fire Chief or his designee. The term "scheduled working day" as used in this section shall not include any vacation day or floater on which an employee is scheduled off with pay.

Section 3. Pay for Holiday Work. If a 37.5 hour employee is assigned to work on one of the foregoing days observed by the Village as a holiday, the employee shall be paid his regular straight-time hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 2, his regular pay for the

day in question. This section shall not be applicable to any holiday designated as a floater as provided above.

ARTICLE XI 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 annual salary:

<u>Firefighter</u>		<u>Firefighter - Engineer</u>	
Probation/Step 1	\$74,290	Step 1	\$85,939
Step 2	\$81,846	Step 2	\$90,216
Step 3	\$85,919	Step 3	\$94,698
Step 4	\$90,189	Step 4	\$99,407
Step 5	\$94,676	Step 5	\$104,351
Step 6	\$99,381	Step 6	\$109,539
Step 7	\$104,323	Step 7	\$114,990
Step 8	\$109,513		
<u>Firefighter - Paramedic</u>		<u>Fire Lieutenant</u>	
Step 1	\$87,985	Step 1	\$99,381
Step 2	\$92,363	Step 2	\$104,324
Step 3	\$96,952	Step 3	\$109,516
Step 4	\$101,775	Step 4	\$114,969
Step 5	\$106,836	Step 5	\$120,691
Step 6	\$112,146	Step 6	\$126,708
Step 7	\$117,728	Step 7	\$133,010

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

<u>Firefighter</u>		<u>Firefighter - Engineer</u>	
Probation/Step 1	\$76,519	Step 1	\$88,517
Step 2	\$84,301	Step 2	\$92,922
Step 3	\$88,497	Step 3	\$97,539
Step 4	\$92,895	Step 4	\$102,389
Step 5	\$97,516	Step 5	\$107,481
Step 6	\$102,362	Step 6	\$112,825

Step 7	\$107,453
Step 8	\$112,799

Step 7	\$118,439
--------	-----------

Firefighter- Paramedic

Step 1	\$90,625
Step 2	\$95,134
Step 3	\$99,860
Step 4	\$104,828
Step 5	\$110,041
Step 6	\$115,511
Step 7	\$121,260

Fire Lieutenant

Step 1	\$102,362
Step 2	\$107,454
Step 3	\$112,802
Step 4	\$118,418
Step 5	\$124,312
Step 6	\$130,509
Step 7	\$137,000

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

Fire Fighter

Probation/Step 1	\$78,968
Step 2	\$86,999
Step 3	\$91,329
Step 4	\$95,867
Step 5	\$100,636
Step 6	\$105,638
Step 7	\$110,891
Step 8	\$116,408

Fire Fighter -Engineer

Step 1	\$91,350
Step 2	\$95,896
Step 3	\$100,661
Step 4	\$105,665
Step 5	\$110,921
Step 6	\$116,436
Step 7	\$122,229

Fire Fighter - Paramedic

Step 1	\$93,525
Step 2	\$98,179
Step 3	\$103,056
Step 4	\$108,182
Step 5	\$113,562
Step 6	\$119,207
Step 7	\$125,140

Fire Lieutenant

Step 1	\$105,638
Step 2	\$110,892
Step 3	\$116,412
Step 4	\$122,207
Step 5	\$128,290
Step 6	\$134,685
Step 7	\$141,384

Section 2. Step Increments. For Firefighter, advancement from the Probationary Step/Step 1 through Step 2 may be granted after six months. Advancement 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 from Step 7 to Step 8 shall be after one year at Step 6 and Step 7, respectively. For all other classifications, advancement from Step 1 to Step 2, from Step 2 to Step 3, from Step 3 to Step 4, and from Step 4 to Step 5 shall be at six month intervals; advancement from Step 5 to Step 6 and from Step 6 to Step 7 shall be after one year at Step 5 and Step 6, respectively. To be eligible for advancement to Step 8 for Firefighter and Step 7 for Firefighter-Paramedic, Firefighter-Engineer and Fire Lieutenant, the employee must hold a Firefighter III or Advanced Technician Firefighter certificate. To be eligible for step advancement the employee must meet departmental standards during the prior evaluation period. If a non-probationary employee alleges that he has been arbitrarily and unreasonably denied a step advancement, such employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

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. Pay When Serving in Acting Capacity as a Lieutenant, Battalion Chief, or Engineer. A Firefighter who is assigned to serve in acting capacity as an Engineer and a Lieutenant who is assigned to serve in acting capacity as a Battalion Chief for eight or more consecutive hours, shall be paid five percent above his regular hourly rate of pay for all hours worked in such acting capacity. A Firefighter, who is assigned to serve in acting capacity as a Lieutenant for eight or more consecutive hours, and a Firefighter (either engineer or paramedic) who is assigned to serve

in acting capacity as a Lieutenant for eight or more consecutive hours, shall be paid seven and a half percent above his regular hourly rate of pay for all hours worked in such acting capacity. Except where it is determined that the needs of the Department require otherwise, a Firefighter or Firefighter-Paramedic will not be assigned to serve in acting capacity as an Engineer or Lieutenant in another station on a duty day when scheduled in-house paramedic training is provided unless provisions have been made for said person to attend the training session.

In making acting assignments to serve in acting capacity as an Engineer or as a Lieutenant, the Battalion Chief shall give first consideration to firefighters on the current engineer or lieutenant eligibility list, whichever is applicable, who are on duty at the station where the need to make the assignment arises. If there is no such firefighter on duty at said station, firefighters on the current engineer or lieutenant eligibility list, whichever is applicable, shall then be given first consideration. It is understood that the operational needs of the department may dictate retaining a firefighter in his current assignment (e.g., paramedic) rather than assigning such firefighter to serve in acting capacity even though he is on the current eligibility list. Under no circumstances shall this paragraph be construed to require multiple moves (more than two) or the hireback of off duty personnel.

Section 5. Holiday Pay for 24 Hour Personnel. This Section shall only be applicable to employees assigned to 24-hour shifts.

During the term of this Agreement, if an employee is actually present and works his entire 24-hour shift on one of the holidays identified below, then such employee shall receive an additional 24 hours pay at such employee's regular straight time hourly rate:

Memorial Day
Independence Day
Labor Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Day

For purposes of this Section, the holiday shall be considered that 24-hour shift which begins at 0800 on the date of the actual holiday. (E.g., if an employee commences his 24-hour shift at 0800 on July 3, then such employee would not be eligible for holiday pay for July 4.) If an employee trades his duty day on the date of the holiday, then such employee will not be eligible for holiday pay, since such employee was not actually present for his 24-hour shift on the holiday.

(E.g., if Firefighter A was scheduled to work on Thanksgiving but traded his shift with Firefighter B, then Firefighter A would not be entitled to holiday pay, but Firefighter B would receive it, provided Firefighter B was actually present and worked the entire 24-hour shift on Thanksgiving.) Employees on sick leave or otherwise not present and working on the holiday, for any reason, shall be ineligible for holiday pay.

The only exception to the requirement of working the full 24 hours is for those employees who arrange for early relief. Such employees taking early relief will still be eligible for 24 hours of holiday pay, despite only working between 22 and 24 hours. In accordance with this Section, the employee working the early relief is not entitled to any holiday pay. (E.g., Firefighter A starts work at 0800 on Thanksgiving. On the day after Thanksgiving, Firefighter B shows up to work at 0700 and agrees to provide early relief to Firefighter A. Firefighter A leaves at 0700 but is still eligible for the full 24 hours of holiday pay for Thanksgiving. Firefighter B is not eligible for any holiday pay.)

Section 6. Paramedic Preceptor Pay. If an employee is assigned by the Fire Chief or his designee to serve as a paramedic preceptor, then such employee shall receive an additional five percent above his regular hourly rate for all hours actually worked performing the duties of a paramedic preceptor.

ARTICLE XII 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; provided, however, 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 to those in effect when this Agreement is signed or as described on Attachment A. 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 12% percent of the monthly premium for employee coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions. An employee who elects family coverage, i.e. coverage for the employee and his/her eligible dependents, under the Village's comprehensive medical program or an HMO shall

pay ten percent of the monthly premium for family coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions. Effective January 1, 2022, employees who elect single or family coverage under the Village's comprehensive medical program or an HMO shall pay 14% of the monthly premium for the applicable coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions.

The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented Village employees generally.

A dental plan shall be offered during the term of this Agreement, with the Village paying the entire cost for single coverage. The employee shall have the option of obtaining dependent or family coverage by paying the applicable monthly premium through payroll deduction. The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to employees in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally.

Section 2. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 3. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

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. In addition, within 120 days of the execution of this Agreement, the Village will permit current bargaining unit employees to purchase additional term life insurance at group rates in ten thousand dollar increments, at the employee's sole expense, and in accordance with the terms and conditions of the applicable term life insurance policy.

The Village shall provide retired employees who have at least 20 years Village service with paid up life insurance in the amount of \$2,500 when they retire or when they receive an annuity from the Village of Arlington Heights Fire Pension plan, whichever is later. Employees who are receiving a temporary disability pension shall not be eligible to receive this benefit.

The Village retains the right to change insurance carriers or to self-insure the foregoing benefits so long as the amount of the coverage is maintained.

Section 6. Employee Assistance Program. The employees covered by this Agreement shall be eligible to participate in the Village's Employee Assistance Program (EAP) on the same terms and conditions that are applicable to Village employees generally.

Section 7. Section 125 Plan. A Section 125 Plan which permits employees to tax shelter the amounts that they contribute toward the premium cost of the foregoing health insurance shall be maintained during the term of this Agreement.

Section 8. Retiree Medical Insurance. This section shall only be applicable to bargaining unit employees who voluntarily retire during the term of the current collective bargaining agreement and receive a pension pursuant to the Firefighter's Pension Fund, 40 ILCS 5/4-101 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 IV, Section 1 (Sick Leave). The Village and the Union agree to continue to develop a Retirement Health Savings (RHS) account. At such time that a plan is implemented, the Village will direct 1% of each employee's base pay into the RHS each pay period as a mandatory contribution of employee compensation, so long as contributions continue to be authorized by the Internal Revenue Service.

ARTICLE XIII MANAGEMENT RIGHTS

Except as specifically modified by any and all other articles of this Agreement, the Union 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 make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just 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 XIV 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. (a) All employees are required to undergo a medical examination every two years after reaching age 21 on odd year birthdates. Stress tests and/or a heart scan will also be administered to all such employees 35 years of age or older and those under that age where the medical examination indicates the need for a stress test and/or a heart scan, provided that only an appropriate board certified physician may direct that an employee undertake reasonable remedial action based on the results of a stress test and/or a heart scan. Results of all such tests shall be confidentially submitted to the Village's Director of Human Resources and shall not be disseminated to other Village Representatives except on a need to know basis.

(b) 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 psychiatric/psychological examination by a qualified and State licensed physician and/or psychiatrist/psychologist selected by the Village and

the results shall be submitted to the person or persons designated by the Village on a need to know basis.

(c) All such examinations/tests required by the Village pursuant to the provisions of subsections (a) and (b) above shall be at the Village's expense (if such exams/tests occur during off duty time, the time spent shall be considered hours worked); provided that any such examinations/tests shall be in addition to any requirement that an employee provide at his own expense and on his own time a statement from his doctor upon returning from sick leave or disability leave.

(d) 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 where the employee is otherwise determined to be able to remain on active duty, place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days), or take other appropriate action. If the employee is involuntarily placed on sick/medical leave, the employee may utilize the grievance procedure set forth in this Agreement to grieve whether the Village acted arbitrarily and unreasonably in taking such action.

Section 3. Precedence of Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any Village ordinance, the Village's Personnel Policy and Procedure Manual, or the General Orders and Operation Procedures of the Fire Department or successor document which may be in effect from time to time, the provisions of this Agreement, for its duration, shall take precedence.

One copy of the General Orders and Operating Procedures of the Fire Department or successor document shall be available at each fire station. Whenever there are any changes, additions, or deletions to the General Orders and Operating Procedures or successor document, such changes, additions, or deletions shall be reflected in the copy of General Orders and Operating Procedures or successor document that is available at each fire station. It shall be the responsibility of the Village to notify employees of such changes, additions, or deletions on or before their effective date by posting a notice of such changes, additions, or deletions on the bulletin board at each fire station and at the Fire Prevention Bureau for at least 30 days. It shall be the obligation and responsibility of each employee to read and comply with the General Orders and the Operating Procedures of the Fire Department or successor document.

A current copy of the Village Personnel Policy Manual and the Rules of the Board of Fire and Police Commissioners shall also be made available to each fire station.

The Union President shall be provided with one complete set of the General Orders and Operating Procedures or successor document, the Village Personnel Policy Manual, and the Rules of the Board of Fire and Police Commissioners, together with a copy of any changes, additions or deletions at the time they are distributed to each fire station.

Section 4. Disciplinary Investigations. In lieu of the provisions of the Firemen's Disciplinary Act (50 ILCS 745/1 et seq.), employees shall have the following rights with respect to disciplinary investigations:

1. Employees shall have the right to Union representation, if so requested, where the employee reasonably believes questioning by the employer may lead to discipline.
2. No employee shall be subjected to questioning or interrogation in relation to allegation(s) which, if proven, may result in removal, discharge or suspension without pay without first being so advised in writing and informed of the nature of the allegation(s).
3. If an employee is informed, in writing, that the questioning or interrogation may result in removal, discharge or suspension without pay, the employee shall be entitled to the following:
 - a. The right to request that an attorney be present at such questioning or interrogation, provided that if the employee has requested the presence of both a Union representative and an attorney, only one may be present in the room at the questioning or interrogation, with the understanding that the other may be nearby.
 - b. The right to request that the questioning or interrogation be recorded by tape or other electronic means and, if requested, the right to a copy of any such recording at no charge.
4. If an employee makes an appropriate request for either a Union representative or an attorney and the Union representative or attorney is not reasonably available, the employee may be questioned or interrogated without a Union representative or attorney being present.
5. The presence of a Union representative or attorney at such questioning or interrogation shall not interrupt or interfere with the Village's right to question employees or the obligation of employees to respond to questions relevant to the allegations being investigated.

6. Questioning shall be conducted in a professional manner and shall occur, if practicable, considering the circumstances and nature of the allegations during an employee's on-duty hours, at reasonable times of the day; and in Village facilities. If an employee is required to participate in questioning or interrogation during off duty hours, the employee shall be paid at his applicable hourly rate of pay for the time spent at such meeting.
7. No employee shall be required to submit to, or be disciplined for a refusal to submit to, a polygraph examination or any test questioning by means of any chemical substance, except as is provided in Article XIV, Section 5 of this Agreement.
8. Notwithstanding any of the foregoing, the Village retains the right to question or interrogate employees in emergency situations involving an immediate danger to the health or safety of one or more persons without any obligation to wait until a Union representative or attorney is present at the questioning or interrogation. Notwithstanding the general rule to the contrary, if a grievance is arbitrated concerning whether there was an emergency situation involving such an immediate danger, the Village shall proceed first with the presentation of its case.
9. Admissions or confessions obtained during the course of any questioning or interrogation not conducted in accordance with the provisions of this Section may not be utilized in any subsequent disciplinary proceeding against the employee who made the admission or confession. The foregoing does not preclude an arbitrator from considering whether or not other relief is appropriate if it is determined that the Village violated the provisions of this Section.
10. There shall be no retaliation or threats of retaliation against an employee solely because of an employee's exercise of the rights set forth in this Section.
11. The provisions of this Section do not apply for:
 - a. any employee charged with violating any provisions of the Criminal Code of 1961, or any other federal, state, or local criminal law; or
 - b. questioning of an employee by the Village as to allegations of misconduct which in and of themselves, will not result in removal, discharge, or suspension without pay, provided that the provisions of Subsection 1 of this Section shall be applicable; or
 - c. a meeting solely for the purpose of informing the employee of disciplinary action or a decision to prefer charges with the Fire and Police Commission.

Section 5. 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. 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 not be used in any manner adverse to the employee. 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. For purposes of this agreement "being under the influence of alcohol" shall mean a blood alcohol level equal to

or exceeding .02. All 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 in accordance with the grievance and arbitration procedure set forth in this Agreement.

- 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 Fire 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 Fire Chief and/or Deputy Fire Chief 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 (an example warranting discipline: an employee, who is not a problem drinker/alcoholic, who reports for work under the influence of alcohol), such employee shall be referred to the EAP with no discipline.
- f) The Village shall indemnify and hold harmless the Union, 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 6. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix A and incorporated herein by reference.

Section 7. Residency Requirements. All employees covered by this Agreement shall comply with any reasonable residency requirements that may be established by the Village with respect to such employees except as may be provided by law applicable to employees covered by this Agreement.

Section 8. 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 9. Secondary Employment. The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs and that if there is any conflict between their

primary jobs with the Village and any secondary employment, the conflict shall be resolved in favor of the primary job. Accordingly, all secondary employment (including self-employment), including any changes in the nature and/or extent of such employment, shall be subject to the approval of the Fire Chief; provided that such approval shall not be arbitrarily and unreasonably withheld.

Section 10. Uniforms and Equipment. Upon initial hire after the effective date of this Agreement, the Village will provide new employees with the following uniforms and firefighting turnout gear:

Uniforms

- Five short sleeve shirts
- Five trousers
- One garrison belt
- One pair safety shoes
- One pair boots
- One EMS jacket
- * One dress cap
- * Two breast badges
- * Two name tags
- * One cap badge
- One black tie
- Two sweatshirts
- One pair dress shoes (Class A)
- One dress blouse
- One dress trouser
- One dress long sleeve shirt
- One dress short sleeve shirt
- One trench coat- Optional

Turnout Gear

- One complete set of turnout gear
(Compliant with NFPA 1851)
- * One helmet with approved eye shield
- One pair turnout boots
- Two pair approved gloves
- Two approved protective hoods
- * New issue if promoted to Lieutenant

Upon promotion, a Lieutenant shall be issued two white and four blue or five white short sleeve white class D uniform shirts. Each Lieutenant shall maintain his or her supply of short sleeve white class D uniform shirts pursuant to the quartermaster system.

During the term of this Agreement, any turnout gear that is provided as part of the initial issue or is replaced as provided in this Section will meet the current applicable NFPA standards. Any class D station work uniforms that are provided as part of the initial issue or replaced as provided in this Section will meet the current applicable NFPA standards (i.e., predominantly 100% cotton or flame-resistant fabrics), unless otherwise mutually agreed between the Village and the Union. When issuing boots to new hires, or replacing boots under the quartermaster system, the Village will, if requested by the employee, purchase mutually approved boots.

The type, style, and/or color of uniforms and turnout gear shall be reasonably determined by the Fire Chief. The Fire Chief may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment. A Lieutenant may choose to wear a white or blue class D uniform shirt of a type and style designated by the Fire Chief, provided that such Lieutenant shall always wear a white shirt when serving as an Acting Battalion Chief.

Effective with each new fiscal year beginning May 1, 2017 employees will be issued a uniform allowance of \$300 per fiscal year. The uniform allowance shall be used for the maintenance of items issued and/or to purchase approved items.

Quartermaster Items:

- Five short sleeve shirts
- Five trousers
- One garrison belt
- One pair safety shoes or boots
- Two sweatshirts
- * One dress cap
- * Two breast badges
- * Two name tags
- * One cap badge
- One black tie
- * One Class A, B, C, Long sleeve shirt
- * One Class A, B, C, Short sleeve shirt
- One Class A, B, C, Trousers
- One Class A Dress blouse (Blazer)
- Service crosses
- Collar insignia
- * New issue if promoted to Lieutenant

T-shirts may be worn under the Issued Class D uniform, and shall be supplied by the employee. Dark navy blue t-shirts shall be allowed to be worn under dark navy blue Class D Uniform and white t-shirts under white Class D Uniform. Only those items listed immediately above, and

turnout gear as specifically listed at the beginning of this Section, will be included in the Quartermaster system.

Uniform Inspections - Winter/Summer. Employees may be required to stand an annual winter and summer clothing inspection, at which time the employee shall produce all quartermaster items to the Fire Chief or his designee. The Village shall have no obligation to repair or replace any item not produced by the employee in accordance with this section. If, during the inspection, any item is found to be in an unacceptable condition, it will be replaced or repaired by the Village, using the replacement procedure specified in this Section.

Notice of Department-wide uniform inspections shall be posted 30 days prior to said inspections, excluding turn out gear inspections.

Replacement Procedure: When requesting the replacement of an item covered by the quartermaster system, the employee will submit a Request for Replacement form to the Deputy Chief or his designee. This form will include the date, employee's name, item(s) to be replaced with appropriate sizes and will be signed by the employee. If the Deputy Chief or his designee approves the Request for Replacement form, the item will be ordered by the Village on a quarterly basis. It is understood that item(s) may be appropriately repaired rather than replaced if, in the judgment of the Deputy Chief or his designee, it is reasonable to repair the item.

Following receipt of a repaired or replaced item by the Village, it will be promptly issued to the employee. If a newly issued item does not fit because the employee specified an improper or inaccurate size, then it will be the employee's responsibility to have the item altered or exchanged.

Pursuant to the foregoing replacement procedure, the Village will replace quartermaster items and turnout gear listed above through vendors selected by the Village, provided that the employee must first turn in worn out/damaged uniform and equipment items to the Deputy Chief or his designee. Any such item which is lost or misplaced shall be replaced by the employee at his expense; provided that if the employee is able to establish to the reasonable satisfaction of the Battalion Chief that any such item has been lost or misplaced during the performance of emergency duties or while in training due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement.

On or before the effective date of this Agreement each fire engine and each fire truck will be equipped with four flashlights, each squad will be equipped with two flashlights, and each

ambulance will be equipped with two flashlights at a minimum. The determination of the type of flashlight appropriate for each kind of vehicle shall be made by the Fire Chief, provided that the Fire Chief shall not act arbitrarily and unreasonably in making such determination.

Each fire engine, fire truck, squad, and ambulance shall be equipped with a sufficient number of S.C.B.A.'s for each employee assigned to such vehicles. All S.C.B.A.'s shall be NFPA approved. It shall be the responsibility of fire suppression employees to properly clean and test the S.C.B.A.'s at the beginning of each duty day. It shall be the responsibility of the Department to provide the necessary supplies for such purposes. The Department shall fit and test the S.C.B.A.'s in accordance with NFPA approved standards.

If funding is made available, each fire engine, fire truck, squad, and ambulance shall be equipped with a sufficient number of bulletproof vests for each riding position assigned to such vehicles.

If the Fire Chief decides to change the type, style or color of any uniform item which the Fire Chief requires employees to wear, the Village shall provide the initial issue at no expense to the employee. This provision shall not be applicable if the Fire Chief decides to change the type, style or color of any uniform item prospectively, in which case items ordered pursuant to the replacement procedure specified herein shall be in accordance with the changed type, style or color of uniform item.

Section 11. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by the authorized representatives thereof and may be amended only by written mutual agreement of both parties. Each party warrants to the other to take all steps necessary to insure that the terms hereof are binding on themselves and their successors.

Section 12. Personnel Changes. The Village agrees to provide the Union President with timely written notification of the following personnel changes affecting bargaining unit employees: appointment of new employees, promotions, demotions, suspensions, terminations (including the retirement of employees), non-duty related disability leaves, and approved unpaid leaves of absence.

Section 13. 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 which shall be maintained by the

Director of Human Resources, his training file maintained by the Village Fire Department, and his health file maintained by the Village or the Village's designated Medical Director, 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.

If any document is placed in one of the foregoing files 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.

Confidential documents in an employee's personnel file shall not be used against an employee in an employee's personnel proceeding, provided that confidential documents may be used in considering and in acting on promotions to the extent permitted by law.

Except as modified by the foregoing four paragraphs, nothing in this Agreement shall be construed to preclude the applicability of the Personnel Record Review Act, 820 ILCS 40/0.01, et seq., but said Personnel Record Review Act shall not be incorporated herein by reference.

An employee may request the removal of an oral reprimand/verbal warning or a written warning from their personnel file, and the Village shall grant that request, provided at least two years have elapsed from the date of the discipline and the employee has not engaged in the same or similar misconduct. Suspensions, written reprimands, and discipline relating to harassment or discrimination shall not be removed from an employee's personnel file, however.

Section 14. Light Duty. The Village shall require an employee who is on 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 within six months.

Unless the needs of the Village require different hours, the hours of work for an employee with a light duty assignment who is off on worker's compensation leave shall be eight consecutive hours, excluding a one hour unpaid lunch period, between 8:00 a.m. and 5:00 p.m., on that employee's regular shift day (unless the hours are limited pursuant to the physician's orders). Any employee on light duty will schedule all physical therapy, doctor's appointments, and similar events on that employee's non-shift day, in order to ensure the employee's complete availability to work the light duty assignment on their shift day.

An employee who is on sick leave or FMLA leave for their own medical condition (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.

Depending on the employee's medical restrictions and the needs of the Department (or other Village department where the employee may work), the employee who is on sick leave or FMLA leave for their own medical condition (as opposed to disability pension) may be assigned to work any of the following hours:

1. Work 7.5 hours on the employee's regular shift day(s), excluding a one hour unpaid lunch period, between 8:00 a.m. and 5:00 p.m. In addition, Department will also assign the employee to work additional days to ensure the employee works 37.5 hours each week of light duty. For any week in which the employee does not work 37.5 hours while on light duty, any hours not worked must be taken as sick leave or any other applicable leave time or unpaid so that the total number of hours accounted for each week of light duty totals 37.5 hours.
2. Work the employee's entire 24 hour shift on the employee's regular shift day. This work may or may not be at the same location for the entire 24 hours. Any employee working this schedule will schedule all physical therapy, doctor's appointments, and similar events on that employee's non-shift day, in order to ensure the employee's complete availability to work the light duty assignment on their shift

day. If this option is made available, it will only be available to no more than one employee per shift.

3. Work a 37.5 hour work week, Monday through Friday. This assignment may be in any Village Department. For any week in which the employee does not work 37.5 hours while on light duty, any hours not worked must be taken as sick leave or any other applicable leave time or unpaid so that the total number of hours accounted for each week of light duty totals 37.5 hours.

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 disability leave.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension.

Section 15. Public Education Officer. Where there is a permanent vacancy in the position of Public Education Officer which the Village has decided to fill with a lieutenant, the assignment to the Public Education Officer shall be made by the Fire Chief in the following order:

1. First, from among lieutenant(s) who volunteer for such assignment, unless the Fire Chief determines that any such lieutenant has already been assigned or has already served (or is serving) as an understudy for a special assignment and is reasonably expected to be assigned within the next 12 months to that special assignment (i.e., maintenance officer, director of recruit training, TRS director, and any equivalent special assignment in terms of overall duties and responsibilities that may be established in the future).
2. Second, if no one volunteers or if there is an insufficient number of volunteers, the lieutenant(s) with the least departmental seniority, unless the Fire Chief determines that any such lieutenant has already been assigned or has already served (or is serving) as an understudy for a special assignment and is reasonably expected to be assigned within the next 12 months to that special assignment (i.e., maintenance officer, director of recruit training, TRS director, and any equivalent special assignment in terms of overall duties and responsibilities that may be established in the future).

Absent voluntary consent and as long as there is a volunteer available or a lieutenant (if more than one, the one with the least departmental seniority) who has not previously been assigned as Public Education Officer and who is available for such assignment, no lieutenant shall be assigned as Public Education Officer for more than three years.

While it is normally expected that a lieutenant will serve as Public Education Officer for three years, the Fire Chief retains the right to reassign a lieutenant before the end of the three year period, provided that a lieutenant who is reassigned and who at the time of reassignment had served less than two years as Public Education Officer shall be eligible for reassignment as Public Education Officer to finish his three year assignment. Similarly, the Fire Chief retains the right to temporarily assign a lieutenant as Public Education Officer or to reassign a lieutenant who has volunteered to work as Public Education Officer for more than three years if the Fire Chief determines that such reassignment is necessary. Temporary assignments shall normally be for the purpose of staffing the position during an extended absence of the Public Education Officer (e.g., illness or disability) or because of an unexpected vacancy (e.g., the Public Education Officer quits). Absent voluntary consent, such temporary assignments shall not exceed six months. A temporary assignment as Public Education Officer shall be rotated among lieutenants who have already served as Public Education Officer and who are not serving in a special assignment as defined above, provided that any Public Education Officer whose period of assignment was extended beyond three years shall not be temporarily reassigned as Public Education Officer unless no other lieutenant is available for such assignment.

Section 16. Subcontracting. (a) No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement.

(b) Notwithstanding the foregoing, basic fire suppression work shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments or if there is a violation of Article VII, Section 1.

(c) If the Village subcontracts non-fire suppression work performed by employees covered by this Agreement, no bargaining unit employee shall be directly supervised by non-sworn personnel as a result thereof.

Section 17. Physical Fitness Program. (a) The Village may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. No

employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Labor Management Committee.

(b) An employee's participation in a mandatory physical fitness program shall normally occur during an employee's tour of duty, provided that this provision shall not be applicable to remedial action pursuant to Section 2 above. Employees shall not be prohibited from participating in a mandatory physical fitness program during assigned time if all regularly assigned duties, including training, have been completed and approval has been granted, in advance, by a nonbargaining unit supervisor, provided that approval shall not be arbitrarily and unreasonably denied.

Participation in voluntary physical fitness activities shall not occur during assigned time.

(c) The foregoing shall not be construed to either relieve an employee of his obligation to meet reasonable job-related physical fitness standards that may be established by the Village or interfere with the Village's right to terminate an employee who is unable to meet reasonable jobrelated physical fitness standards.

Section 18. Stand Down Time. Except for night training as recommended by Insurance Service Organization (ISO), stand down time for 24-hour shift personnel shall normally commence no later than 4:00 p.m. Monday through Saturday and 10:00 a.m. on Sunday and on the 12 holidays designated annually by the Village Manager. No employee shall engage in any activities related to secondary employment (including self-employment) during either assigned or stand down time for which the employee is being paid by the Village; the only exceptions shall be reading, writing, and incidental use of the telephone (e.g., placing orders, confirming an appointment), with the understanding that use of the telephone to solicit business, conduct sales activities, etc., is not permitted. Under no circumstances shall an employee meet with customers/clients or potential customers/clients at the fire station during either assigned or stand down time.

Section 19. Job Duties. The primary job duties of employees covered by this Agreement shall be (1) fire suppression, prevention, and extinguishment; (2) normal and routine maintenance of equipment, fire station and grounds, including plowing snow from fire station aprons and fire station parking lots and plowing snow to provide access for fire department equipment on emergency calls; (3) emergency medical services; (4) hazardous materials incident management;

and (5) station painting where such painting does not require the use of ladders of a greater length than six feet, with the understanding that they may be required to clean and wash walls and ceilings and change light bulbs even though such tasks require the use of scaffolds or ladders of a greater length than six feet. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees new or different job duties and job functions as long as they are reasonably related to those set forth above in (1) through (4). Job duties described in (5) above shall normally be performed between the commencement of the tour of duty and 4:00 p.m. Employees will not be required to perform nonemergency duties outdoors during extreme weather conditions.

Nothing herein shall interfere with the right of employees to volunteer, or the Village's right to ask for volunteers, to perform job duties unrelated to the primary job duties set forth above, but the employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline.

Section 20. 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 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 a 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 for the number of vacation days and the amount of longevity pay.

Section 21. Performance Evaluations. The performance of each employee shall be fairly evaluated at least once each calendar year. Such performance evaluations shall be in writing and shall be done by officer(s) who have a reasonable familiarity with the employee's job performance during the period covered by the evaluation. The employee shall be provided with a written copy of the performance evaluation and the employee shall sign the evaluation acknowledging that the employee has received a copy of his evaluation and has read it. Within seven days after receiving the written performance evaluation, the employee may submit a written response or rebuttal to the

evaluation. If such a written response/rebuttal is submitted in timely fashion, it shall be included in the employee's personnel file along with the performance evaluation.

Section 22. Posting of Fire Service Training Opportunities. Training opportunities which the Fire Department decides to offer to employees (e.g., courses offered by the University of Illinois or the Illinois Fire Chiefs Foundation) shall be posted in all fire stations and such postings shall set forth the cost and the amount of reimbursement provided by the Village, if any, and whether or not attendance will be on the employee's own time. For the following classes, as long as they are conducted in a non-semester format (e.g. Romeoville Fire Academy or NIPSTA), the Department will provide coverage for each employee attending class on their normally assigned shift day(s), up to a maximum of two classes per year for each employee:

- Instructor I
- COFO
- Advanced Tech Firefighter
- Vehicle and Machinery Operations
- Vehicle and Machinery Technician
- FAE
- Rope Ops
- Engine Ops
- Truck Ops
- Instructor II and
- ADFO (for lieutenants only)

It is expected that the employee will return to duty at the end of each department covered class day.

As the Fire Chief or his designee determines a need for training in a specialized area, and as long as it is determined that the operational needs of the Fire Department are being met, such training opportunities shall be equitably distributed among qualified employees who express in writing within the time specified in the posting an interest in being considered for such training opportunities. Other training opportunities which are not required to meet a fire department operational need shall be equitably distributed among qualified employees who express in writing, within the time specified in the posting, an interest in being considered for such training opportunities. Except for training opportunities unique to a particular employee's current specialized assignment (e.g., trench rescue, high rise rescue, etc.), no training opportunities for which the Village provides reimbursement and/or paid time off to attend will be offered to an employee until said opportunity has been posted as provided above.

Section 23. Safety Committee. A Safety Committee composed of three persons designated by the Fire Chief and three bargaining unit employees designated by the Union President shall meet at such times as a majority of the Committee may deem necessary, but in no event less than four times per year, for the purpose of discussing and investigating matters relating to safety in the Village of Arlington Heights Fire Department. The Safety Committee may make written recommendations concerning safety issues to the Fire Chief. If any Safety Committee meeting is scheduled during the working hours of any employee who will be attending the meeting, the employee shall be released from duty to attend the meeting without loss of pay.

Section 24. Fireguard/Extra Duty Assignments. Fireguard, or extra duty assignments for EMT-B's, and/or EMT-P's, shall be distributed as follows:

1. First preference shall normally be given to the member of the Department who is assigned as the Public Education Officer and who has previously expressed an interest in the assignment.
2. All other members of the Arlington Heights Fire Department who are interested in serving as a fireguard, or EMT-Bs, and/or EMT-Ps interested in extra duty details, shall notify the designated officer in charge of their interest, in writing, by a time specified by the officer, unless the member has opted out of such assignments for the calendar year.
 - a. Among such employees, insofar as practicable, the Village will endeavor to distribute the fireguard/extra duty assignments to qualified employees on an equitable basis over the course of a calendar year. (The initial list each January 1 shall be by seniority.)
3. If an employee demonstrates that he did not receive an assignment that he should have received or was not available to sign up for such an assignment on the day when the assignments were made, he shall have first preference for the next available assignment.
4. The Fire Chief retains the right to disqualify an employee from an assignment; provided, however, that the Fire Chief shall not arbitrarily and unreasonably disqualify an employee from such assignment.

Section 25. Distribution of Agreement. The Village agrees to duplicate at its expense enough copies of the Agreement for each member of the bargaining unit, with the understanding that the Union shall have the responsibility of distributing a copy of the Agreement to all employees covered by this Agreement after its ratification by both parties. During the term of the Agreement,

the Village shall have the responsibility of distributing a copy of the Agreement to any new employees who are hired into positions covered by this Agreement.

Section 26. 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 fire service shall be reimbursed at the rate of 100% and all courses necessary to complete a B.S. degree in the fire service shall be reimbursed at the rate of 50% of the tuition cost. All requests for reimbursement must be submitted on forms provided by the Village. All courses that are required to obtain an Associate Degree in fire services or a B.S. in the fire services 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 preapproved before taking the course.

Section 27. Engineer Certification Program. The Fire Department's engineer certification program for engineers and back-up drivers shall be continued during the term of this Agreement, subject to the following modifications:

1. Not less than two refresher courses shall be scheduled during duty hours each year.
2. The recertification examination shall be based on material covered in the Illinois Fire Apparatus Engineer certification program and in the refresher courses.
3. A probationary employee shall not be eligible to take the engineer certification examination.
4. In order to pass the certification/recertification examination an employee must have a score of 75 or better on each part of the examination. Provided, however, that in connection with the recertification examination, an employee in a paid engineer position will, if necessary, be given one opportunity to retake the practical part of the examination only. The Village retains the right to determine the content and frequency of all such examinations.
5. In addition to the written and tactical components of the examination, which shall each be weighted at 45%, respectively, a backup driver with more than five years of seniority may earn one point per year for each year of subsequent service as a backup driver up to a maximum of ten points. (E.g., A ten year employee with five years of service as a backup driver after completing his fifth year of employment shall be entitled to five points.)
6. No employee shall be eligible to fill a permanent engineer vacancy until he or she has been a bargaining unit employee for at least five years. An employee selected to fill a permanent engineer vacancy which the Department has decided to fill shall come from the top three

eligible employees on the back-up driver list based on the scores from the most recent certification/recertification examinations. Appointment of an eligible firefighter paramedic to a permanent engineer vacancy is subject to the following conditions:

- a. If the number of paramedics is equal to or less than the minimum number of paramedics established by the Fire Chief, then a paramedic among the top three eligibles on the backup driver list who is chosen ("Employee A") shall be deemed to have secured the driver-engineer slot, but will not be appointed to such position until an additional paramedic is available to maintain the minimum. (Prior to permanent appointment, Employee A retains his current assignment as a paramedic.); and
 - b. If another engineer certification examination occurs before an additional paramedic becomes available, Employee A shall still have first priority for the permanent engineer vacancy, so long as Employee A passes such subsequent examination, even if Employee A is not among the top three.
7. A conditional employee, as defined in Article XVII, Section 1, who served as an Arlington Heights Fire Department paramedic before being appointed to fill a permanent engineer vacancy under this Article, will not be removed from his or her Engineer position to serve as a paramedic, provided that such employee maintains his or her status as an engineer (e.g., passes all recertification examinations).
8. The Department will provide driver training to all fire fighters as part of the Department's overall training program. A list shall be established from among the employees who have received such training and who possess a State of Illinois Fire Apparatus Engineer certificate, and a Class "B" Illinois driver's license (or equivalent). This list shall be known as the supplemental driver's list. Employees on such list may be assigned as acting engineer after first consideration has been given to firefighters on duty who are on the engineer eligibility list referred to in Article XI, Section 4. So long as there are at least four back up drivers assigned to each 24 hour shift, the Village will make every effort to avoid assigning other employees on the supplemental driver's list to serve as acting engineer, provided that the Village reserves the right to make such acting assignments when necessary.

During the term of the contract, the parties agree to meet to discuss enhancements to the Engineer Certification Program. Should the parties agree to modifications to the Program, the Program will be modified in accordance with that agreement. If no modifications are made to the program and the seated Engineers are required to take either the written exam or practical exam or both to maintain their position as Engineer, every effort will be made to schedule these exams during the employee's regularly scheduled hours of work. If the exam or exams need to be scheduled on the employee's nonscheduled work day, the seated Engineer will be paid at the rate of one and one half time for the duration of the exam.

Section 28. Station and Shift Bidding. Station and shift bidding shall usually be completed in the month of September. The process shall be organized by the Union. During the month of August, a union representative shall contact the Fire Chief for the bidding template, as well as any special instructions for the upcoming bidding (e.g. number and location of positions held open for probationary firefighters and paramedic students). There will normally be a full re-bidding every third year and a partial re-bidding the other two years.

During a full re-bidding, every bargaining unit position will be open, unless designated otherwise by the Fire Chief.

In the years where there is only partial re-bidding, only those spots currently unassigned will be available for re-bidding and only those bargaining unit members currently unassigned will be eligible to participate. A member may become unassigned by notifying the union representative prior to the start of the bidding process that s/he wants to vacate their assigned position. That action makes their position available for bidding and that member able to participate in the re-bidding process.

Upon completion of the bidding process, either full or partial, the final template, showing placement of all firefighters, engineers, paramedics and lieutenants, shall be submitted to the Fire Chief for his approval. The template shall be submitted no later than October 1 of each year.

Notwithstanding the foregoing, the final right to make station and shift assignments, including changes to existing assignments, is expressly retained by the Fire Chief in order to ensure that the overall needs of the Fire Department are met. Such assignments shall not be arbitrary or discriminatory. Reasons the Chief may use for changing a station or shift assignment, include but are expressly not limited to, training needs, balance (e.g. seniority, specialties), and familiarity (e.g. districts, equipment).

Section 29. Smoking. Employees will not be permitted to smoke in contravention of State law, as the same may be changed from time to time. In no event, however, may an employee smoke or use an electronic cigarette or similar device during an event open to the public, such as a tour, open house, public education, block parties and like events.

Section 30. Disability Benefits. No change in current system, statutory benefits are to be unchanged by the collective bargaining agreement.

Section 31. Apparatus Staffing. The minimum staffing levels for each Fire Department vehicle listed below that the Fire Department decides to place in-service shall be:

3 personnel on each in-service Engine Company

3 personnel on each in-service Truck Company

2 personnel on each in-service Squad Company

2 paramedics on each in-service Ambulance Company

For the purpose of unforeseeable emergencies (e.g., a firefighter is needed to drive an ambulance to the hospital; a firefighter becomes incapacitated due to injury or illness), the Fire Department may temporarily deviate from the above mentioned staffing levels, provided that the Fire Department, at its earliest convenience, undertakes the necessary steps to restore the proper staffing levels. Efforts to restore the staffing levels include, but are not limited to, detailing personnel from another apparatus, hiring back off-duty personnel, or placing a vehicle out-of-service.

Each type of apparatus listed below that the Fire Department decides to place in-service shall normally be manned by the following personnel:

Engine Company: 1 Lieutenant, 1 Engineer, 1 Firefighter or Firefighter/Paramedic

Truck Company: 1 Lieutenant, 1 Engineer, 1 Firefighter or Firefighter/Paramedic

Squad Company: 2 Firefighters (Paramedics and/or EMT-B's) Ambulance

Company: 2 Paramedics

An employee serving in acting capacity may be used in lieu of a Lieutenant or Engineer.

ARTICLE XV PROMOTIONS

Section 1. Applicability. This Article shall apply to promotions to the rank of Lieutenant. Each new Lieutenant's Eligibility List shall be developed in accordance with this Article.

Section 2. Initial Eligibility. A person in the rank of firefighter shall not be eligible to participate in the Lieutenant's promotional process until he or she has completed five years of service as a full-time firefighter with the Village, and has attained certification as a Firefighter III/Advanced Technician Firefighter. For purposes of determining eligibility under this Section, as well as seniority points and ascertained merit under Sections 4 and 5, below, the firefighter must be eligible as of the first day the Fire Chief's interview process begins, i.e. the first day the Fire Chief conducts an interview of any candidate for promotion.

Section 3. Components. The following components will be included in the testing process, and accorded the weights indicated below in connection with establishment of the final eligibility list for promotion to the rank of Lieutenant:

Component	Maximum Points	Percentage Weight
Seniority	100	10
Ascertained merit	100	10
Fire Chief's Points	100	10
Written Exam	100	50
Tactical Simulation	100	10
BFPC Oral Interview	100	10

The promotional testing components shall be administered in the order stated above, starting with determination of seniority points, and ending with the Board of Fire and Police Commissioners' ("BFPC") Oral Interview. The points earned under each component will be disclosed to the candidate as soon as practical after the component is completed. Also, upon request, an employee will be told of the highest and lowest composite scores for each component of the examination, and their ranking in each component. Any candidate who fails to show up for any component of the promotion testing process will be ineligible to participate in any remaining components and will not be included on the Final Eligibility List.

Should the employee desire an opportunity to justify their failure to show up, the employee must provide a written explanation as to why they did not show up to the Fire Chief within three calendar days of the non-appearance. If the Fire Chief excuses the non-appearance and the employee can be rescheduled for the missed component, that will be done. If the timing will not permit the rescheduling (e.g. all candidates have completed that component), the employee will receive a zero for that component but be permitted to be placed on the Final Eligibility List based on their total score. The decision to accept or not accept an employee's explanation is final and is not appealable or grievable.

The Fire Chief or his designee(s) will offer to interview each eligible candidate who applies for promotion to the rank of lieutenant, before the Chief's points are awarded. Commencing in 2006, and thereafter in even numbered calendar years, the Fire Chief's interview process shall begin during the first full week of April.

The Tactical Simulation component will be designed by a third party testing company selected by the Village with input from the Fire Department. As part of its regular training curriculum, the Department will provide training on tactical situations. The third party testing company will conduct an orientation session 4 – 6 weeks prior to the testing date for the Tactical Simulation component. The orientation will provide candidates information explaining the nature of the test. This component will be administered and scored by the third party testing company. Candidates will receive points for each question answered correctly on the test. After all candidates have completed the entire promotional testing process, the third party testing company will provide a feedback report for each candidate as well as an executive summary of all candidates. The feedback report will be prepared in such a way as to avoid impugning the integrity of the test, both current and future. It is anticipated that the feedback reports will be provided no later than 46 weeks after the test.

The Fire Chief's points and the Tactical Simulation will be scored on a scale of 0 to 100 points and the BFPC oral interview will be scored on a scale of 50 to 100 points; provided, however, that any employee who fails to appear for the BFPC oral interview, the Fire Chief's interview, or the Tactical Simulation shall receive no points for such component. The points of each component will be reduced by the weight assigned to that component. The scores of all components shall then be added to produce a total score based upon a scale of 100 points.

The Union and the Village may each have one impartial monitor who is not a member of the Department, if they so desire, observe the tactical simulation component, oral interviews conducted by the Fire Chief or his designee and oral interviews conducted by the BFPC. To the extent either party elects to have a monitor present for any such component, that party shall notify the other at least 45 days in advance, in which case both parties shall have the right to have a monitor at such component(s). Each party shall insure that the same monitor observes a particular component. The monitors shall not interfere with the promotion process, but shall promptly report any process violations or irregularities to the BFPC and all other affected parties. Any points or scores awarded in connection with any subjective component shall not be subject to challenge or dispute under the grievance procedure. Provided, however, if the monitor reports a significant difference in the process used for the tactical simulation component, or the overall type of questions asked during oral interviews conducted by the Fire Chief or his designee or oral interviews

conducted by the BFPC, then a grievance may be filed by the Union or an affected employee within five calendar days.

Except as otherwise provided herein, there shall be no monitors for any component.

Section 4. Seniority. An eligible applicant shall be given credit for seniority for all credited service as a sworn Firefighter in the Department as described herein. An applicant shall be credited with 0.833 points for each full month of completed service they have as of April 1, 2004, and shall thereafter accrue 0.555 points for each subsequent month of completed service, not to exceed a maximum of 100 points. Partial months shall not be counted. (E.g., If a firefighter was hired on January 1, 2000, he or she would have 42.483 points as of April 1, 2004, and would earn an additional 0.555 points for each subsequent completed month of service. A seniority list and the points for which each firefighter is eligible shall be posted before the first day the Fire Chief conducts an interview of any candidate for promotion, as described in Section 3, above.

Section 5. Ascertained Merit. A maximum of 100 points may be awarded for ascertained merit. An applicant shall submit an application with evidence of ascertained merit by a date specified by the Village, and points shall be awarded as follows:

Advanced Degree or Military Service	Points
Associate's Degree or higher in Fire Science or fire service related equivalent. Note: An eligible employee receives points for the highest degree attained only; degree points are noncumulative. Military Service • 10 points per year of Active Duty to a maximum of 30 points • 6 years of Reserve Duty is equal to 1 year of Active Duty to a maximum of 30 points	30
Fire Officer I	Points
Fire Management I/Leadership I	10
Fire Management II/Leadership II	10
Fire Instructor I	10
Fire Tactics and Strategies I	10
Fire Prevention Principles I	10
Company Fire Officer Certification	
Phase I	20

Phase II	20
Fire Instructor I	10
Certifications	Points
Fire Apparatus Engineer Certification	10
Paramedic Certification, i.e., service in AHFD as an EMT-P	15

An applicant can only receive points for either an advanced degree or military service. An applicant can only receive points for either the Fire Officer I Courses or the Company Fire Officer Certification, with the exception of the Fire Instructor I course, which would apply to either program. No one may receive more than 50 points. All degrees must be from an accredited institution of higher education. Individual course credits, i.e. Fire Management I, Fire Management II, Fire Instructor I, Fire Tactics and Strategies I and Fire Prevention Principles I must be approved by the Illinois State Fire Marshal for points to be awarded. The FAE certification must be issued by the Illinois State Fire Marshal. If the Illinois State Fire Marshall changes any of the above-listed courses and/or the course of study to be a Fire Officer 1, the Village and the Union will work together to reassess how the ascertained merit points are assigned.

Section 6. Written Exam. The Village will post a reading list of the study materials for the written examination, which shall include study/reference material for all areas contained in the written exam, at least 90 calendar days in advance of the date of the written examination, in each fire station. The current CBA shall be included in the reading list of study materials. The Village will place reference books for the upcoming written exam at each fire station, at least 90 calendar days before the written test is administered. At the completion of the exam an appeals session will be provided. The name of any applicant for promotion who does not attain a minimum passing score of 70% on the written exam shall not be entered on the final promotion list. Any applicant who does not pass the written exam shall also be ineligible to participate in the remaining components of the Lieutenant's promotional process.

Section 7. Duration of Final Promotion List. A final Lieutenant's Eligibility List shall be effective for a period of two years from the date of its posting.

Section 8. Order of Selection. When there is a vacant or newly created position in the rank of lieutenant that the Village Board of Trustees has funded and authorized to be filled, the BFPC shall appoint the person with the highest ranking on the final promotional list, except that the BFPC

shall have the right to pass over that person if the BFPC, upon recommendation by the Fire Chief, has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant since the promotional process began. If the ranking person is passed over, the BFPC shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article VI of this Agreement; provided, however, to be considered timely, any such grievance must be filed within five calendar days of the time the employee has been advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process.

Any candidate on the promotion list may refuse a promotion once without losing their place on the list. If such candidate refuses a promotion a second time, however, then he or she shall be removed from the promotional list, provided that such action shall not prejudice the individual's opportunity to participate in future promotional processes.

Section 9. Right of Review. Except as otherwise provided herein, any individual participant in the promotional process who believes that an error has been made with respect to his or her eligibility to take an examination, examination result, or placement or position on a promotion list may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article VI of this Agreement; provided, however, to be considered timely, any such grievance must be filed within five calendar days of the time the final promotion list is posted or the candidate learns that an error may have been made, whichever comes first. Any such grievance will be filed at Step 3. If a grievance is filed concerning this Section or Article, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any promotion grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 10. Precedence of Article. During the term of this Agreement, and pursuant to Section 10 (e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Lieutenant

shall be governed solely by the provisions of this Article, instead of the Fire Department Promotion Act. Except as provided in this Article, all remaining aspects of the Lieutenant's promotional process shall be in accordance with the applicable Rules and Regulations of the Village Board of Fire and Police Commissioners, as the same may be changed from time to time. The parties expressly agree that the substantive content of any written exam or tactical simulation, including the exam format and design, and the identity of those who conduct such components, shall not be subject to the grievance procedure.

ARTICLE XVI LABOR-MANAGEMENT MEETINGS

At the request of either party, the President of the Union and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other Union representatives (not to exceed two) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting, provided that if the President of the Union requests the meeting, a copy of the agenda shall also be submitted to the Village Manager and the Village Manager or his designee may attend such meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If any labor-management meeting is scheduled during working hours of an employee, such employee shall be released from duty to attend such meeting without loss of pay.

ARTICLE XVII MAINTENANCE OF SPECIFIC WORK DAY PRIVILEGES

The Village will maintain the following specific work day privileges for employees generally:

1. Employees shall be provided with a free parking space for their own car, motorcycle or pickup truck.
2. Employees will be permitted to utilize a Village land line telephone at each fire station for incoming and outgoing personal calls, provided that the use of the phones for such purpose is subject to such reasonable rules and regulations as the Fire Chief may prescribe.
3. The heating, air conditioning, and plumbing in each fire station shall be maintained in good working order.

In addition, the Village will maintain the following specific work day privileges for employees who are assigned to 24-hour shifts:

1. Beds will be provided as per existing practice.

2. The employees assigned to an ambulance or squad will be allowed, with the approval of their Company officer, reasonable time to shop for food and kitchen supplies during their tour of duty, with the understanding that the vehicle shall remain in service during such time.
3. Each fire station will have a kitchen with necessary utensils and equipment, including a dishwasher, and a sufficient eating area.
4. Employees shall be permitted to perform routine upkeep and maintenance on their own car, motorcycle or pickup truck during nonassigned time in accordance with the General Orders or successor document in effect during the term of this Agreement.
5. Each fire station will have a day room with sufficient seating, bathroom and shower facilities, and locker facilities (i.e., one locker per employee).
6. Each fire station shall be equipped with one television and one video recorder which may be used for recreational purposes during nonassigned time, subject to such reasonable rules and regulations as the Village may prescribe.
7. Employees shall be required to eat their meals at a common meal site within the fire station to which they are assigned.
8. Kitchen and bath soap, dishwashing soap, paper towels, toilet paper, and household cleaners will be provided.

None of the foregoing shall interfere with the normal operations of the Fire Department.

The Village will provide 30 kitchen towels and 30 dish cloths per fire station. The Village will pay each firefighter assigned to a 24-hour shift a total of \$50 per fiscal year, to be paid during the month of May, to offset the cost of the employee's purchase of sheets, pillow cases, bath towels and face cloths.

ARTICLE XVIII EMERGENCY MEDICAL SERVICES

Section 1. Definition. For the purpose of this Article only, references to "Conditional Employee" shall mean any employee hired on or after March 31, 1987 but before May 1, 2017.

Section 2. Condition of Employment. All Conditional Employees shall obtain, if directed, paramedic certification and shall maintain their paramedic certification as a condition of employment unless the Fire Chief grants written permission to an employee to decertify as a paramedic or the employee opts out pursuant to the provisions of Section 5 below.

If there are an insufficient number of firefighter volunteers to fill paramedic slots that the Fire Chief has decided to fill, Conditional Employees may be directed by the Fire Chief to obtain and thereafter maintain paramedic certification unless the Fire Chief grants written permission to

an employee to decertify as a paramedic. Subject to overall departmental needs and the availability of training slots at the selected training hospital, the Fire Chief shall direct volunteers and/or Conditional Employees to obtain their paramedic certification whenever the total number of employees who have paramedic certifications does not exceed by six the number the Fire Chief has established. Selection of firefighter volunteers and Conditional Employees for paramedic certification shall be based on an overall assessment of departmental needs. Seniority shall be considered but shall not be controlling. If there are not enough Firefighter volunteers, the Conditional Firefighter employee with the least time served as an Arlington Heights Paramedic will be directed to recertify, or become certified, as a paramedic, so long as the needs of the department are not adversely affected. (If two conditional employees have equal time served as an Arlington Heights Paramedic, the most senior Conditional Employee, as long as the needs of the department are not adversely affected, shall be directed to obtain paramedic certification.)

Section 3. Good Faith Effort. Conditional Employees shall make a good faith effort to obtain and maintain their certification as paramedics. A Conditional Employee's failure to make, in the Fire Chief's judgment, a good faith effort to obtain or maintain their paramedic certification shall constitute cause for termination. If a non-probationary Conditional Employee believes that the Fire Chief's determination that the Conditional Employee has not made a good faith effort to obtain/maintain certification as an EMT-B or as an EMT-P is arbitrary and unreasonable, the nonprobationary Conditional Employee may file a grievance over this issue in accordance with Article VI of this Agreement.

A non-probationary employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain EMT-B certification shall be given one additional opportunity to obtain/maintain same. Similarly, a non-probationary Conditional Employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain his paramedic certification shall be given one additional opportunity to retake the necessary courses (provided one of the resource hospitals which the Department has used in the past accepts the employee for such retraining), and/or retake examinations the number of times authorized by law (provided the appropriate representative of the applicable resource hospital has approved the retaking of the examination). If such employee obtains or retains certification as an EMT-B or EMT-P, the Village will refund to the employee upon submission of appropriate receipts evidencing payment for the direct costs for the retraining, such as tuition, fees,

books, etc., provided that expenses for mileage and meals shall not be reimbursed. Time spent in such retraining outside the Conditional Employee's regularly scheduled hours of work shall not be considered compensable time for any purpose. A non-probationary Conditional Employee's failure to obtain or maintain certification as an EMT-B or EMT-P, whichever is applicable, after being given one additional opportunity shall constitute cause for termination.

Section 4. Requirement to Obtain and Maintain a Paramedic License. All employees hired on or after May 1, 2017 are required to obtain and maintain a paramedic license for the duration of their employment, unless the paramedic is promoted to Lieutenant or becomes a permanent engineer, at which time the employee may choose not to keep their paramedic status. Employees who choose to keep their paramedic status will not be removed from their position as a permanent engineer to serve as a paramedic as long as that employee maintains their status as a permanent engineer. Employees subject to this provision are not eligible to opt-out under the provisions set forth in Section 5 below.

Section 5. Opt Out Provisions if Number of EMT-P's Exceeds Number Established by the Fire Chief. Subject to the provisions of the Side Letter attached hereto, the Fire Chief shall establish the number of bargaining unit employees assigned to shift work who must maintain current paramedic certification and shall have the right to revise said number from time to time, provided that the Fire Chief's determination of the number or the revision of such number shall not be made for arbitrary and unreasonable reasons. The Fire Chief shall advise the Union President of the number of employees who must maintain current paramedic certification and of any revision of such number. If the number of employees who have paramedic certifications exceeds the number that the Chief has established, employees up to the number in excess of the number established by the Chief shall have the right to be relieved of the requirement that they maintain their paramedic certification, subject to the following:

1. Employees shall notify the Fire Chief in writing of their desire to decertify or assume inactive status. An employee must have served as a paramedic with the Department for at least five years before being permitted to opt-out. This five- year requirement shall not apply to any employee who has been selected to serve as an engineer or promoted to lieutenant.
2. The month of July will be the opt-out period each year. Opt-out letters will be submitted starting July 1st and accepted through July 31st.
3. If the number of employees who request to decertify or assume inactive status would result in the number of paramedics dropping below the number established by the Fire Chief,

preference shall be given to employees who have the greatest period of service as a paramedic in the Arlington Heights Fire Department; and

4. Absent extraordinary circumstances, no more than one paramedic may opt out as a paramedic in any calendar year.
5. The effective date of any opt-out will be the following year's shift change.

Section 6. Arrangements for EMT-B and EMT-P Training. The Village shall make appropriate arrangements for employees to undertake the necessary courses of study, practical experience, and other prerequisites to obtaining and/or maintaining certification, including paying the direct cost for the training in accordance with present practice, except as provided in Section 3 above concerning retraining. The Department will make every effort to send any employee who has not previously served as a paramedic with the Department who has so requested to attend EMT-P school, subject to budgetary, manpower and/or departmental needs.

In accordance with current practice, the Department shall provide paramedics annually with a reasonable opportunity to obtain the continuing education hours needed for recertification during their regularly scheduled hours of work. If despite the provisions of this Article time is spent outside an employee's regularly scheduled hours of work to obtain/maintain EMT-B or EMT-P status, such time shall not be considered compensable time for any purpose.

Employees may be temporarily assigned to a 40-hour workweek in order to be trained as an EMT-B or EMT-P, provided such assignment shall not reduce the employee's base salary.

Section 7. Rotation. Where feasible, the department will attempt to provide for rotation between ambulance and fire suppression company assignments for firefighters/paramedics. Consistent with the need to provide the experience necessary for appropriate skill retention, the intent of such rotation is to reasonably distribute paramedic assignments among qualified firefighters/paramedics. Efforts to provide for such rotation shall necessarily be contingent on daily staffing needs. Firefighters/paramedics on restricted duty assignments and Lieutenants may not be subject to rotation.

Section 8. Notice and Medical Treatment. If the Fire Chief or any supervisory employee excluded from the bargaining unit is notified that an employee has provided emergency care or life support services to a patient who is suspected of having, or has been diagnosed as having, a dangerous exposure to hazardous materials, communicable disease, or serious infectious disease, the employee shall be immediately notified.

Coverage for the costs and expenses for treatment needed as a result of such exposure shall be in accordance with either Worker's Compensation or the medical plan selected by the employee pursuant to Article XII, Section 1, whichever is applicable.

The Village agrees to pay all expenses for inoculation or immunization shots for any employee wishing to be vaccinated or immunized where such vaccination or immunization is normally available in the Chicago metropolitan area and where such vaccination or immunization becomes necessary as a result of said employee's reasonably likely exposure in the line of duty to contagious diseases. The cost for any examination or diagnostic test necessary to confirm the effectiveness of a vaccine or immunization shall be paid for by the Village. The Village may require the employee to sign a consent form prior to receiving any such vaccination or immunization.

Section 9. Certification/Licensure. The word "certification" as used in this Article shall be interpreted to also mean licensure, if applicable, and that the employee must be approved by the resource hospital.

ARTICLE XIX EMPLOYEE DISCIPLINE

Section 1. Employee Rights. Employees shall have all rights as set forth in 65 ILCS 5/102.1, 1-17, to have their discipline cases reviewed by the Board of Fire and Police Commissioners. Employees shall have the alternative right to file grievances concerning discipline cases. The grievance procedure in Article VI and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police Commissioners. Furthermore, the filing of a grievance involving employee discipline shall act as a specific waiver by the Union and the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners and a form containing such specific waiver shall be executed by the Union and the involved employee before a grievance maybe filed under the grievance procedure. Employees initially seeking review by the Board of Fire and Police Commissioners may subsequently elect to file a grievance within the appropriate time limits specified in the grievance procedure, but only prior to any hearing before the Board. Employees so filing a grievance shall immediately withdraw their requests for a Board hearing and waive any and all rights to additional hearing(s) before the Board.

Discipline charges shall be filed with the Board of Fire and Police Commissioners and copies shall be sent to the Union.

A hearing before the Board of Fire and Police Commissioners, if any, shall be conducted under the applicable rules and regulations of the Commission and the applicable statute.

A hearing before an arbitrator selected under the procedures of this collective bargaining contract shall be conducted in the same manner as an arbitration proceeding provided by this collective bargaining agreement, except that in cases involving discharge of an employee the parties will make every reasonable attempt to expedite the process.

Section 2. Employer's Authority. The authority of the Fire Chief to discipline employees shall be governed by 65 ILCS 5/10-2.1-1 et seq., regardless of which forum the employee may select in which to contest the disciplinary action.

ARTICLE XX 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 unless otherwise expressly provided herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement, provided the Union makes a timely and proper request to bargain over the change being considered by the Village.

ARTICLE XXI 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 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 request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XXII DURATION AND TERM OF AGREEMENT

Section 1. 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 December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 90 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 60 days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____ 2022.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT A

Village of Arlington Heights BLUE CROSS BLUE SHIELD PPO BENEFIT SUMMARY

Blue Cross Blue Shield

Hospital/Physician PPO

Deductible	\$250 Individual \$750 Family
Coinsurance	90% Network 70% Non-Network
Out-of Pocket	\$1,000 Individual (In Network) \$2,000 Individual (Non-Network)
Inpatient Hospital	90% Network 70% Non-Network
Surgery	90% Network 70% Non-Network
X-Ray/Lab	90% Network 70% Non-Network
Office Visit	90% Network 70% Non-Network
Prescriptions	\$10 co-pay - generic \$20 co-pay - formulary \$30 co-pay - non-formulary
Emergency Room	90%
Lifetime Maximum	Unlimited

SIDE LETTER

The wearing of an official Union pin which is not larger than the size of a dime shall be limited to the lapel of the employee's squad jacket or dress uniform, or to the left collar of the station uniform shirt. This Side letter shall be in effect for the term of the collective bargaining agreement to which it is attached.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS

ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

No bargaining unit employee shall be involuntarily assigned to a full-time position as Director of Paramedic Services. No Lieutenant shall be offered the position of Director of Paramedic Services unless he has successfully completed his one year probationary period as a Lieutenant.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

Unless the Village decides to add an additional ambulance company, the number of bargaining unit employees assigned to shift work who must maintain current paramedic certification shall not exceed 60 as of July 2017, as long as any employees who are required to maintain paramedic certification and with respect to whom such certification was not a condition of employment at the time of initial hire (i.e., employees hired prior to March 31, 1987) have not been given the right to be relieved of such requirement pursuant to the provisions of Article XVIII, Section 4. When all such employees have been given the right to opt out (whether or not exercised), the provisions of Article XVIII, Section 4, with respect to the Fire Chief's right to revise said number shall be fully applicable. The provisions of Article VI of the parties' Agreement (Grievance and Arbitration Procedure) shall be applicable to this Side Letter.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

This is a Side Letter to the 2023-2025 collective bargaining agreement between the Village of Arlington Heights (“Village”) and the Arlington Heights Firefighters Association, Local 3105, IAFF (“Union”). The Village and the Union agree that, in recognition of the fact that 2023-2025 collective bargaining agreement was voluntarily agreed-upon prior to January 1, 2023, all employees in the bargaining unit as of the date the new agreement is signed will receive a onetime \$600 signing bonus within 30 days of the date the new agreement is executed. This lump sum bonus is non-precedential in nature, and shall not be added to base pay.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

SIDE LETTER

This is a Side Letter to the 2023-2025 collective bargaining agreement between the Village of Arlington Heights (“Village”) and the Arlington Heights Firefighters Association, Local 3105, IAFF (“Union”). The Village and the Union agree that, in recognition of services provided to the residents of Arlington Heights, by the members of Local 3105 during the COVID 19 pandemic, all employees in the bargaining unit will receive a onetime \$500 bonus within 30 days of the date the new agreement is executed. This lump sum bonus is non-precedential in nature, and shall not be added to base pay.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

WHEREAS, the provisions of § 1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution;

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Village and the Union agree to the following Alternative Impasse Resolution Procedure:

Section 1. Authority for Agreement: The parties agree that the statutory authority for this Agreement is § 1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Union that are subject to the negotiations for a successor agreement, the provisions of which are set forth herein.

Section 2. Selection of Arbitrator and Naming of Panel: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to § 1614, they will engage in the arbitration of impasses procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

- a) **Service of Demand for Mediation:** The Village agrees that any Demand for Mediation filed by the Union and served upon the Village 30 days prior to May 1, 2017 (or January 1 in any subsequent year if the Agreement is automatically renewed), shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.
- b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by the Union, the selection of an arbitrator will be delayed until such time as either party serves upon the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:
 - i. During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service;
 - ii. Within seven days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
 - iii. In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association (“AAA”) for a panel of seven arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators.

Both the Village and the Union shall 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 the AAA's ranking process for purposes of determining which of the seven arbitrators on the panel shall serve as the neutral arbitrator. Each party shall have 14 calendar days from the date the panel list is received from the AAA to number the names on the panel list in order of preference and return the list to the AAA. Each party may strike up to two names from the panel list, but shall number in order of the preference the remaining names. In accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator to serve. In the event that the arbitrator declines or is unable to serve, the AAA 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 AAA and commence the selection process anew. It is further agreed that the AAA's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested;

- iv. The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.
- c) Issues in Dispute and Final Offers: Within 21 calendar days prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:
 - i. Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
 - ii. Not less than seven calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not

preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.

d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Village and the Union. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for a successor agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to May 1, 2017, (or January 1 in any subsequent year if the Agreement is automatically renewed), provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages or other forms of compensation.

e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to January 1, 2020 (or January 1 in any subsequent year if the Agreement is automatically renewed), but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:

- i. Hearings shall be held in the Village of Arlington Heights, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Arlington Heights only by written mutual agreement.
- ii. The hearings shall begin within 30 days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing for a period up to 90 days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within 30 days of the date of the first hearing.
- iii. The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within 21 calendar days of the conclusion of the hearings;

- iv. The arbitrator's decision and award shall be issued in writing directly to each party's representative within 30 days of the close of hearings or the submission of Post-hearing briefs, whichever is later;
- v. A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.
- g) **Time Limits:** The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.
- h) **Remaining Provisions of § 1614:** Except as expressly provided in this Agreement, the parties agree that the provisions of § 1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur over the negotiations for a successor agreement. To the extent there is any conflict between the provisions of this Agreement and § 1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.
- i) **Recitals Incorporated:** The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.
- j) **Authority of Representatives:** The undersigned representatives warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Village and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Village and the Union.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

Village Manager

Union President

Director of Human Resources

Member of Negotiating Team