



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
December 16, 2024
7:30 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL OF MEMBERS
- IV. APPROVAL OF MINUTES
 - A. Village Board 12/02/2024 Meeting Minutes
- V. APPROVAL OF ACCOUNTS PAYABLE
 - A. Warrant Register 12/15/2024
- VI. RECOGNITIONS AND COMMUNICATIONS
- 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. 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 request that the Board remove any item from this Consent Agenda for separate consideration after adoption of the Consent Agenda.

4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

- A. A Resolution Waiving Competitive Bidding and Approving the Award of a Contract for Security Fencing Installation at Water Facilities, to American Fence Professionals, of Elk Grove Village, Illinois
- B. Resolution Awarding a Contract for Automated Meter Reading System Professional Services for Set-Up, Implementation, and Training
- C. A Resolution Waiving Competitive Bidding and Approving an Agreement with Verde Solutions LLC of Chicago, Illinois, and an Ordinance Approving an Amendment to the 2024 Budget for the Installation of Solar Panels at the Public Works Facility
- D. Resolution Authorizing Adoption of the Update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan
- E. Resolution - Approval to Enter Into the Software as a Service Agreement for Software Services for the Village's Water Meter Infrastructure
- F. Ordinance Approving an Amendment to the 2024 Budget for the Installation of Replacement Dimmer Racks at the Metropolis Theater
- G. Resolution Authorizing Application for Illinois Department of Commerce and Economic Opportunity Grant
- H. Ordinance Approving Chapter 28 Text Amendments
- I. Resolution Approving the Purchase of Granular Deicing Chemicals for the Parking Garages
- J. Resolution Approving the Purchase of Liquid Deicer for the Parking Garages
- K. Resolution Approving the Village to Enter Into a Network as a Service Agreement with Commonwealth Edison
- L. Resolution Approving an Agreement with Municipal GIS Partners, Inc., for GIS Support Services
- M. Ordinance - Code Amendment Chapter 13 - Alcohol Liquor Dealers - increasing Class A liquor licenses to facilitate issuance of two liquor licenses by the Liquor Commissioner
- N. Resolution Authorizing the Police Department to Enter into an Agreement With Axon for ALPR License.
- O. Resolution - Purchase of Cardiac Monitors

X. NEW BUSINESS

- A. An Ordinance Opting School Districts and Park Districts out of the Cook County Paid Leave Ordinance

XI. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact Health and Human Service Department at 33 S. Arlington Heights Road, Arlington Heights, IL 60005, healthmail@vah.com or 847/368-5760.



MINUTES
President and Board of Trustees
Village of Arlington Heights
Board Room

Arlington Heights Village
Hall 33 S. Arlington Heights Road
Arlington Heights, IL 60007
December 2, 2024
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: Richard Baldino, Wendy Dunnington, Nicolle Grasse, Robin LaBedz, Tom Schwingbeck, Scott Shirley, Jim Tinaglia. Trustee James Bertucci was absent.

Also present were: Randy Recklaus, Diana Mikula, Tom Kuehne, Hart Passman, Michael Lysicatos and Becky Hume.

IV. APPROVAL OF MINUTES

A. 11/18/2024 Village Board Meeting Minutes

Trustee Tinaglia moved to Approve. Trustee LaBedz Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee LaBedz, Trustee Schwingbeck, Trustee Tinaglia

Nays: None

Abstain: Trustee Nicolle Grasse, Trustee Scott Shirley

Absent: Trustee Bertucci

V. APPROVAL OF ACCOUNTS PAYABLE

A. 11/30/2024 Warrant Register

Trustee Baldino moved to Approve in the amount of \$5,707,508.32. Trustee Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

VI. RECOGNITIONS AND COMMUNICATIONS

VII. PUBLIC HEARINGS

Trustee LaBedz moved to Open the Public Hearing. Trustee Grasse Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

A. Proposed 2025 Budget

Mr. Recklaus gave a brief overview of the Budget and Tax Levy process. He acknowledged Finance Director Tom Kuehne's planned retirement after 21 years. This Budget was discussed at the November 12th and 14th Committee of the Whole meetings as well as at a preliminary discussion in June. This year we have a \$211 million plan. It's not just the wish list, it's a balanced policy document that does its best to move the community forward based on the anticipated challenges, obligations, and opportunities that lie ahead. The Budget also reflects strategic priorities adopted by the Village Board with an eye to the long tradition of fiscal conservatism.

For the past five years, the Village has benefited from increasing sales taxes and income taxes, which allowed us to take the pressure off of property tax increases. The last five years were unprecedented with no property tax increases. 2025 is projected to be a more normal year with inflation returning to normal levels. Revenues have begun to flatten. The Village has seen a 15% increase in EMS calls over the last 10 years. So, we have been adding a 5th ambulance whenever staffing permits. We are proposing a fully staffed 5th ambulance by 2026. Due to the flattening of our revenues to normal levels and increased service demands, we're recommending a modest 2.46% increase to the Village's property tax levy. Homeowners' property tax bill for a \$425,000 home would see a \$29.00 increase. The proposed Levy and Budget will also continue the Village's prudent investments in infrastructure, including the recently accelerated water main project, road enhancements, storm water system, and the mandated replacement of our lead service lines.

Trustee Dunnington said during the Budget hearings she asked if we could use our fund balance to cover the amount proposed for the tax increase. For the next Budget cycle, she asked if we could look at the reserves other towns maintain for 3–5 years to see how we compare. Mr. Recklaus said yes, this year we had figures comparing fund balances for one year, but we can look at an expanded time frame in the future.

Martin Bauer said an increase of 2.5% is exactly in line with inflation. The Budget has his full support. He said it is important to remember longer term trends as far as the General Fund is concerned over the last 20 years. It increased from \$48.3 million to \$92.9 million. That's a 92% increase. The expenses of the Village are going up more than inflation. Looking at his own property taxes, his overall property taxes have increased from \$6,500 20 years ago to \$12,500. That's a 92% increase. Today, the Village's portion of his tax bill is 12%; twenty years ago it was 8 1/2%. The increase in position has been the largest at

150%, which is significantly more than any other position.

Keith Moens asked the Board to consider two amendments to the existing 2025 Budget. First, amend the budget to reduce the tax levy increase of \$934,500 or 2.46% levy increase by utilizing the fiscal year 2025 ending fund balance of \$36.5 million. This would allow a fund balance of 38% for fiscal year 2025. He believes the current balance is subjectively set by staff, without any formal Board reserve policy. A Board policy on this matter should be passed as soon as possible. A 38% reserve requirement is sufficient going forward and would keep the Board and the bond traders happy. According to his research, many neighboring communities average around 33%. Secondly, he asked the Board to amend the Public Works and Police budgets to include infrastructure funding for increased enforcement measures to address the epidemic of speeding on our neighborhood streets. This includes passing a common-sense speed policy that sets realistic thresholds to direct staff when infrastructure should be installed. Mr. Moens said staff had set an excessively high-speed threshold.

Trustee Grasse reminded residents that the Board eliminated vehicle stickers which produced about \$1,000,000 in revenue. In deciding to add the 5th ambulance, the Board is supporting an additional pension to increase public safety. Municipal government is not like running a business. Fiscal responsibility is a huge part of what we do, but it's also about providing for the health, safety, and welfare of all of us. The proportional increased tax burden was to make up for our police and fire pension obligations. She said she was grateful we paid extra from our surplus for these long-term goals to reduce what would have had to be paid down the road. We have experienced above normal premiums for healthcare, as has every citizen. These kinds of costs add to why we have to raise this Tax Levy. These difficult decisions are for the betterment of our community.

Mr. Recklaus explained the reasons why the Village discontinued vehicle stickers. There was a lot of non-compliance, and it was difficult to enforce, making it unfair for those who complied. The other issue is that when comparing property tax increases to vehicle stickers, property taxes have to be paid by everybody, including businesses, so the impact on the typical homeowner for the same amount of money is going to be less. Also, there aren't inequity issues. The vehicle sticker process was intensive for staff, and we were able to reduce our staffing in the Finance Department. Budgeting is a difficult balancing act, and we employ a thoughtful approach to do it right to ensure we continue serving the community.

President Hayes said it's always been one of our strategic priorities to provide the highest quality services at the lowest possible cost. He said he was proud of the fact that we've been able to do that for so many years, and it's a tribute to the great leadership that we've had at our Village management level, and our staff.

Trustee LaBedz moved to close the Public Hearing. Trustee Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

VIII. CITIZENS TO BE HEARD

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4. One roll call vote will be taken and will cover all remaining Consent Agenda items.

Trustee LaBedz moved to Approve the Consent Agenda. Trustee Grasse Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

- A. Ordinance Approving an Amendment to the 2024 Budget for the Replacement of a Dimmer Rack at the Metropolis Theater

2024-65

- B. Resolution Approving the First Amendment to Tyler SaaS Agreement Regarding Payment Processing Fees

R2024-77

- C. Resolution Approving Vendor Expenses Over \$25,000 in Aggregate for Calendar Year 2025

R2024-78

- D. Resolution - Employment Agreement Adjustment - Village Manager

R2024-79

- E. Resolution Approving Village Hall - 2nd Phase of Carpeting Removal and Installation

R2024-80

- F. Resolution Approving Village Fuel Island Dispenser Sumps

R2024-81

- G. Resolution Authorizing the Agreement for the 2025 MFT Street Rehabilitation and Street Reconstruction Engineering Services

R2024-82

- H. Resolution Approving Aerial Truck Vehicle Purchase for Public Works

R2024-83

- I. Resolution Authorizing a Contract for Kensington Road at Waterman Avenue Traffic Signal Design

R2024-84

- J. Resolution Awarding a Contract for ComEd Shared-Use Path Project – Phase I Engineering Services

R2024-85

- K. Resolution Approving the Disbursement of Cash Paid by Developers in Lieu of Land Dedication

R2024-86

- L. Resolution Authorizing the Agreement for the Phase II Design Engineering Services required for the Windsor Drive Road Diet & Resurfacing Project

R2024-87

- M. Resolution Approving Vail Garage Elevator Modernization Contract

R2024-88

X. NEW BUSINESS

- B. An Ordinance Adopting a Budget and Appropriations Ordinance and Amounts Set Forth Therein for the Year Commencing January 1, 2025 and Ending December 31, 2025.

Trustee Schwingbeck moved to Approve the Ordinance adopting a Budget and Appropriations and Amounts Set Forth Therein for the Year Commencing January 1, 2024 and Ending December 31, 2025. Trustee LaBedz Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

- A. An Ordinance Abating Taxes Levied for the Year 2024, Heretofore Levied to Pay Principal and Interest on the \$9,530,000 General Obligation Bonds, Series 2018, of the Village of Arlington Heights.

Trustee Grasse moved to approve an Ordinance Abating Taxes Levied for the year 2024, heretofore levied to pay principal and interest on the \$9,530,000 General Obligation Bonds, Series 2018 of the Village of Arlington Heights. Trustee LaBedz Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

There was some confusion regarding the passing of the Tax Levy Ordinance (which was moved to the meeting of 12/9/2024) and the Budget Ordinance. A subsequent motion by Trustee Baldino passed the Budget Ordinance in addition to the motion initiated by Trustee Schwingbeck. The second motion is reflected below:

Trustee Baldino moved to approve an Ordinance adopting a Budget and Appropriations ordinance and amounts set forth therein for the year commencing January 1, 2025 and ending December 31, 2024. Trustee Grasse seconded the motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

C. Chapter 28 Text Amendments - Permitted Use Table - PC#24-016

Mr. Lysicatos introduced the proposed Chapter 28 Text Amendments to the Zoning Code. There are changes to the "permitted use" table, definitions and off-street parking requirements. The purpose of the amendments is to modernize the Zoning Code and address conflicts between some terms. It makes it hard to match up the sections for petitioners. The edits will ensure that the Code is more consistent and reflects some of the latest trends. Mr. Lysicatos highlighted some of the changes as outlined in the Memorandum of November 19th which is attached to the agenda. For example, health clubs, martial arts schools and art studios are now under a broader category. In amending the definitions, staff tried to ensure that the existing business licenses would remain in compliance so there weren't unintended consequences. Some definitions were deleted for lack of relevance, such as "auction rooms."

Staff simplified what was allowed into different P-1 or P-2 categories and revised the zones and standards where certain uses were allowed. An example of this are the senior living facilities. They are now consistent with how we normally review them to take away some of the paperwork that's required to build those facilities.

The parking section was updated to match the new terms in the definitions and permitted use table. Some requirements were clarified, so applicants can understand the parking requirements a little bit easier. There were some remnants of the old code that made the parking standards unclear. Now, there is some guidance on how to calculate parking specifically in the collective parking requirement and when you would need a variation.

Lastly, flexibility was added to some standards to include green infrastructure to mitigate some storm water standards. An example is to accommodate brick pavers. Also modified was parking for duplexes to give them some additional driveway parking. The Plan Commission voted 7-0 in favor of the changes.

Trustee LaBedz asked why the library was classified as a commercial establishment. Mr. Lysicatos replied that it wasn't based on for profit or nonprofit but rather that it is not civic institution per se. The reasoning was there is a dichotomy between uses where people would assemble for commercial uses, such as a theater, library or museum.

Trustee LaBedz countered that our library is operated by an elected board, so it is a civic institution. She asked for consideration in separating it as its own separate definition.

Trustee LaBedz also asked why health was grouped with art schools. Mr. Lysicatos explained the health reference is in relation to aerobics, martial arts, and yoga. Those uses have the same kind of parking standards as art schools. They're all very similar types of uses as far as the applications are concerned. Staff is trying to make up a broader category for similar uses in regards to zoning. Now, there are somewhere around six or seven different definitions and zones that all end up in the same types of buildings.

We're just trying to put them all together. A health club would be a larger gym with whirlpools, a pool, and locker rooms. That would be a different zone.

Trustee Tinaglia asked how the information would be shared. Mr. Lysicatos said the intent was to share the information with property brokers and property owners. Regular communication to stakeholders on regulations and code changes is being considered. Trustee Tinaglia suggested partnering with the Building Department at their stakeholder meetings and sharing the information then and via email. Mr. Recklaus said he will be working with the new Planning Director to have representation at the stakeholder meetings. However, zoning rules can sometimes apply to a different group of folks. A similar kind of approach in regards to the Planning Department will be developed.

Trustee Dunnington said she appreciated the flexibility for the green infrastructure. She said she has read about cities eliminating parking minimums. They feel that developers and businesses should be the ones to provide and decide the amount of parking that they think is necessary. The idea is that the people that are investing in the business and taking on the financial risk of the project are best suited to determine the parking needs of their business. Without parking minimums, a more flexible and inviting environment for development is created. It also allows for small and non-conforming lots to be developed. This option would reduce a lot of administrative work in the village, freeing up a lot of staff time. Parking spaces drive up the cost of housing and make neighborhoods less walkable. From an environmental perspective, asphalt traps heat and creates runoff. She thinks it would be a good idea for the Board to discuss if parking minimums are always necessary. Perhaps they wouldn't be necessary in all parts of town or in all developments? Especially if they're close to public transportation or in senior housing areas.

Mr. Recklaus said we're starting to see some of that already with some of our developments. For example, Arlington 425 has some parking variations because it's close to a commuter area. We require businesses to present data on units/parking ratios. We are looking at these things a little bit differently. This revision is more of a reflection of current goals and housekeeping. We are going to be looking broadly at parking as part of the business plan in 2025 and that's something that could be researched as part of that exploration if the Board wishes.

President Hayes said he is willing to grant variations, as we have done for years, on a case-by-case basis, but he doesn't think eliminating all parking minimums makes any sense. He would not want a business owner deciding how many parking spots they need without input from the neighborhood. He would not be in favor of revisiting that policy.

Trustee Grasse concurred with Trustee LaBedz on reclassifying the library. She said she has a great appreciation for the inclusion of green infrastructure. She asked if any of these changes in description would affect any of our current businesses or entities. Mr. Lysicatos said conflicts were looked at between what exists now and what would occur. We don't want this to put a business in violation of the zone that they are already in. We tried to consolidate the ones within the same zones. We're not 100% sure, but we tried to anticipate that. Trustee Grasse said there might a lot of businesses coming in, so having flexibility and communication is really important.

Trustee Tinaglia agreed with Mayor Hayes 100% regarding the current review process. In regard to Trustee Dunnington's comments, he agreed that there are times when it's appropriate to look at each development and use land banking parking to avoid excessive parking lots when they are not necessary. This conversation can start when a petitioner comes to the Planning Department. If the Planning Department understands the Board is

open-minded on a particular issue, they can communicate that to the petitioner. He believes we should be looking at the kinds of variances that Mayor Hayes suggested as opposed to just changing everything. Flexibility helps everybody.

Trustee LaBedz moved to direct staff and the Village Attorney to prepare final documents approving the proposed amendments at a future Board meeting for PC #24-016, Amending Chapter 28, Section 3 Definitions, Section 5.5-1 Permitted Use Table, and Section 10 Off Street Parking and Loading, and changing the classification of the Library. Trustee Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

D. Proceed at Own Risk Request - ICON Studio - 3375 N. Arlington Heights Rd, Units A, B, G, H

Artemiy Novik and Inha Stankevich appeared to request permission to proceed at-their-own-risk in developing a beauty salon. They began demolition with permits and then applied for construction permits, at which time they learned that their use was not allowed.

Mr. Lysicatos said the request would allow them to move forward with submission of the building permits to construct the beauty salon upon execution of the Proceed at Your Own Risk Declaration. There are multiple owners within this PUD. They risk losing their contractor due to the time frame of the variation process. The petitioner applied for their building permits and subsequently learned of the need for a zoning change. Their request has been circulated to staff, and they've been following all the steps in good faith in accordance with staff recommendations.

The Declaration would be with the owner of the property, which is NRFIXLC, and with the petitioners. The construction activities would only begin upon a Planning Commission recommendation of support following a public hearing. That hearing will be scheduled in the next several weeks. Operation of use would not begin until the full entitlements are approved by the Village Board.

The variation would be for a barbershop-beauty salon in the M-1 District. The last PUD amendment from 2019 limited the medical uses that could be on the site. They're not violating that now and are under 12,000 square feet. The anticipated parking use triggers the PUD amendment and the variation that's needed. Information on parking usage was submitted, and they would be using 59 of the 238 spots on the site. Staff are not concerned about the parking demand that would be generated by this use. Even if the building changed all of their general office spaces to medical uses, it would only trigger approximately 84 space demand for parking. For that reason, staff recommended to the petitioner that the ownership should anticipate how much medical space they need so that we don't have to revisit this every time they change the use or sign a new lease.

The area is not strictly an M-1 district in terms of the whole area, there are a number of types of uses which lends to the credibility of being able to use it for different types of uses. Staff recommends approval.

Trustee Schwingbeck said it sounds like there have been a lot of discussions and this should move through.

Trustee LaBedz asked if this was the same location where the music school opened up a couple of years ago. Mr. Lysicatos said no, but it was a similar situation. Trustee LaBedz said it speaks to what Trustee Tinaglia said earlier. Communication with property owners is important because the property owner is responsible for letting future tenants know what is allowable and not allowable. This is something we really need to work on.

Mr. Recklaus said our dialogue internally started with how to communicate about these types of issues. We're starting to pull together lists of property owners and different management companies in order to reach out. The goal is to avoid some of these hurdles. There's another element to this: we don't want to stand in the way of someone who's making the investment to come here as a business owner. Mr. Recklaus believes there are some business owners and/or property owners who feel it's easier to ask for forgiveness than permission. They may market their properties as a use that is not allowed, which puts the Village in the position of being the bad guy. We're considering consequences for the property owners to make sure that they're marketing their properties appropriately.

Trustee LaBedz asked if there are other types of uses here that have required a PUD amendment. She wondered if M-1 is the appropriate zoning for the location. Mr. Lysicatos said that we are having a dialogue with them to determine the square footage for the medical uses that is appropriate. That way, they don't have to revisit this every four to six months.

Trustee Grasse asked if there was a way to ensure that property owners know what the process is? Mr. Recklaus said we are looking at some of the steps to actively talk about zoning with property owners and managers. There may be other tools we need to look at to ensure that people are knowledgeable. We want to protect the property owners and the businesses wanting to come into the Village.

Trustee Schwingbeck asked when we hear from petitioners like this, is there any way we can set it up where the property owner has to come during these discussions to hear what we're talking about? It would be good for them to hear what's going on. Mr. Recklaus said we can talk about ways to ensure participation in the process. We can always do better, but there's a broader issue that needs to be addressed.

Trustee Grasse moved to authorize the Village Manager to execute an acceptance of a Proceed at Own Risk Declaration by and between NRF IX-Arlington Heights, LLC, Artemiy Novic and Inha Stankevich with respect to a proposed beauty use at 3375 N. Arlington Heights Road, Suites A, B, G and H. Trustee Tinaglia Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Trustee Bertucci

XI. ADJOURNMENT

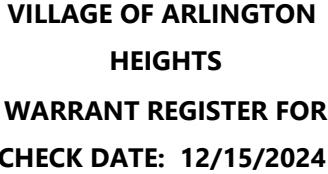
Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact Erin Mercado, at 33 S. Arlington Heights Road, Arlington Heights, IL 60005, emercado@vah.com or 847/368-5793.

Trustee Baldino moved to Adjourn at 8:36 p.m.. Trustee Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: President Hayes, Trustee Baldino, Trustee Dunnington, Trustee Grasse, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia
Nays: None
Absent: Trustee Bertucci

Becky Hume
Village Clerk



TOTAL ALL FUNDS	\$3,297,296.40
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VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 12/15/2024

Department 0000

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
NON DEPARTMENTAL					
309741	721-0000-231011-	ARLINGTON HTS MEMORIAL LIBRARY	CASH IN LIEU OF LAND DEDICATION	\$62,824.01	\$62,824.01
309742	721-0000-231011-	ARLINGTON HTS PARK DISTRICT	CASH IN LIEU OF LAND DEDICATION	\$782,135.86	\$782,135.86
309784	721-0000-231011-	COMMUNITY CONSOLIDATED SD 59	CASH IN LIEU OF LAND DEDICATION	\$43,785.28	\$43,785.28
309828	231-0000-350531-	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	RENT	\$1,293.00	\$19,811.00
309828	231-0000-350531-	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	RENT	\$18,518.00	
309857	101-0000-433140-	ERNST & YOUNG MEDICAL PLAN	AMBULANCE REFUND	\$1,224.00	\$1,224.00
309858	715-0000-220930-	Beto Brito Corporation	BOND REFUND-REC-007023-2024	\$200.00	\$200.00
309859	715-0000-220930-	Brett Gold	BOND REFUND-REC-007344-2024	\$200.00	\$200.00
309860	715-0000-220930-	Brett Gold	BOND REFUND-REC-007345-2024	\$200.00	\$200.00
309861	715-0000-220930-	Designiners & Buildes Inc.	BOND REFUND-REC-007349-2024	\$200.00	\$700.00
309861	715-0000-220930-	Designiners & Buildes Inc.	BOND REFUND-REC-007349-2024	\$500.00	
309862	715-0000-220930-	FORTIS	BOND REFUND-REC-007024-2024	\$200.00	\$200.00
309863	715-0000-220930-	GWR BUILDERS	BOND REFUND-REC-007346-2024	\$200.00	\$900.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 12/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309863	715-0000-220930-	GWR BUILDERS	BOND REFUND-REC-007346-2024	\$200.00	
309863	715-0000-220930-	GWR BUILDERS	BOND REFUND-REC-007346-2024	\$500.00	
					\$200.00
309864	715-0000-220930-	Jan Borsuk	BOND REFUND-REC-007342-2024	\$200.00	\$1,700.00
309865	715-0000-220930-	JOHN NERI CONSTRUCTION COMPANY	BOND REFUND-REC-007020-2024	\$200.00	
309865	715-0000-220930-	JOHN NERI CONSTRUCTION COMPANY	BOND REFUND-REC-007020-2024	\$500.00	
309865	715-0000-220930-	JOHN NERI CONSTRUCTION COMPANY	BOND REFUND-REC-007020-2024	\$500.00	
309865	715-0000-220930-	JOHN NERI CONSTRUCTION COMPANY	BOND REFUND-REC-007020-2024	\$500.00	
					\$1,700.00
309866	715-0000-220930-	JOHN NERI CONSTRUCTION COMPANY	BOND REFUND-REC-007039-2024	\$200.00	
309866	715-0000-220930-	JOHN NERI CONSTRUCTION COMPANY	BOND REFUND-REC-007039-2024	\$500.00	
309866	715-0000-220930-	JOHN NERI CONSTRUCTION COMPANY	BOND REFUND-REC-007039-2024	\$500.00	
309866	715-0000-220930-	JOHN NERI CONSTRUCTION COMPANY	BOND REFUND-REC-007039-2024	\$500.00	
					\$200.00
309867	715-0000-220930-	JRC Design Build	BOND REFUND-REC-007350-2024	\$200.00	\$200.00
309868	715-0000-220930-	Kevin O'Neil	BOND REFUND-REC-007347-2024	\$200.00	
					\$295.00
309869	101-0000-421990-	OTIS ELEVATOR	PERMIT REFUND	\$295.00	\$260.00
309870	101-0000-421990-	OTIS ELEVATOR	PERMIT REFUND	\$260.00	
					\$200.00

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309871	715-0000-220930-	Robert Jarosz	BOND REFUND-REC-007341-2024	\$200.00	
					\$200.00
309872	715-0000-220930-	TMW Enterprises Paving & Maintenance	BOND REFUND-REC-007343-2024	\$200.00	
					\$25.68
309877	505-0000-120800-	BELLA INVESTMENTS LLC	WATER REFUND	\$25.68	
					\$1,090.71
309878	505-0000-120800-	LAKE ARL TOWNE	WATER REFUND	\$92.91	
309878	505-0000-120800-	LAKE ARL TOWNE	WATER REFUND	\$997.80	
					\$21.69
309879	505-0000-120800-	WOODS, CHRISTOPHER	WATER REFUND	\$21.69	
					\$18,613.13
309914	721-0000-231011-	TOWNSHIP HIGH SCHOOL DIST #214	CASH IN LIEU OF LAND DEDICATION	\$18,613.13	
					\$1,178.81
902462	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$1,178.81	
					\$167,785.00
902464	511-0000-140050-	SOLID WASTE AGENCY	JANUARY 2024 TIPPING FEES	\$21,265.00	
902464	511-0000-140050-	SOLID WASTE AGENCY	JANUARY 2024 TIPPING FEES	\$146,520.00	
					\$2,707.70
902467	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$449.98	
902467	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$2,257.72	
			DEPARTMENT 0000 TOTAL:	\$1,108,557.87	

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Department 0101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARD OF TRUSTEES ADMIN					
					\$636.00
309765	101-0101-521650-	CAPTION FIRST INC	CAPTIONING SERVICES	\$636.00	
DEPARTMENT 0101 TOTAL:				\$636.00	

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Department 0201

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
INTEGRATED SERVICES ADMIN					
309770	101-0201-530010-	CHICAGO TRIBUNE	SUBSCRIPTION	\$146.00	\$146.00
309790	101-0201-520100-	CROKE FAIRCHILD DUARTE & BERES, LLC	PROFESSIONAL SERVICES	\$25,000.00	\$25,000.00
309934	101-0201-522700-	VERIZON WIRELESS	ACCT 88534852600001	\$156.72	\$156.72
902466	101-0201-520100-	ELROD FRIEDMAN LLP	OCTOBER LEGAL SERVICES	\$53,353.26	\$53,353.26
DEPARTMENT 0201 TOTAL:				\$78,655.98	

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Department 0301

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HUMAN RESOURCES ADMIN					
309757	101-0301-522010-	BLUE LINE, THE	ADVERTISING	\$199.00	\$199.00
309775	101-0301-520200-	CLARK BAIRD SMITH LLP	LEGAL SERVICES	\$1,702.50	\$1,702.50
309827	101-0301-522010-	ILCMA	ADVERTISING	\$50.00	\$50.00
309829	615-0301-542810-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA OCTOBER 2024	\$39,619.44	\$39,619.44
309901	615-0301-520500-	SRSD CONSULTING LLC	PROFESSIONAL SERVICES	\$3,500.00	\$3,500.00
309930	101-0301-522700-	VERIZON WIRELESS	ACCT 28544404900001	\$47.35	\$47.35
902459	605-0301-520450-	BENISTAR/HARTFORD - 6795	RETIREE INSURANCE	\$323.00	\$11,117.79
902459	605-0301-542750-	BENISTAR/HARTFORD - 6795	RETIREE INSURANCE	\$10,794.79	
902461	605-0301-520600-	HMO ILLINOIS	DEC 2024 HMO PREMIUM	\$282,677.02	\$282,677.02
902468	605-0301-520650-	PRUDENTIAL INSURANCE CO OF AMERICA	PAID UP LIFE INSURANCE	\$657.00	\$657.00
DEPARTMENT 0301 TOTAL:				\$339,570.10	

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Department 0501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FINANCE ADMIN					
309734	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$17.18	\$17.18
309769	101-0501-530010-	CHICAGO TRIBUNE	SUBSCRIPTION	\$152.99	\$152.99
309794	101-0501-522010-	DAILY HERALD	ADVERTSIING	\$218.70	\$218.70
309801	101-0501-520231-	EMS MANAGEMENT & CONSULTANTS, INC	FINANCIAL SERVICES	\$11,459.70	\$11,459.70
309829	611-0501-542610-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA OCTOBER 2024	\$2,675.00	\$2,675.00
309886	101-0501-522030-	PETTY CASH	TRAVEL & TRAINING	\$51.35	\$51.35
309899	101-0501-520050-	SIKICH LLC	PROFESSIONAL SERVICES	\$1,750.00	\$1,750.00
902460	505-0501-522050-	SEBIS DIRECT INC	POSTAGE	\$4,465.00	\$4,465.00
902465	101-0501-522050-	CITIBANK	POSTAGE	\$3,117.04	\$3,117.04
DEPARTMENT 0501 TOTAL:				\$23,906.96	

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Department 0601

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
INFORMATION TECHNOLOGY ADMIN					
					\$123.04
309734	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$23.98	
309734	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$30.99	
309734	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE EQUIPMENT	\$55.12	
309734	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$12.95	
					\$5,726.38
309766	625-0601-530050-	CDW GOVERNMENT INC	OFFICE EQUIPMENT	\$302.41	
309766	625-0601-550100-	CDW GOVERNMENT INC	OFFICE EQUIPMENT	\$925.77	
309766	625-0601-550100-	CDW GOVERNMENT INC	OFFICE EQUIPMENT	\$4,498.20	
					\$4,702.68
309783	625-0601-522700-	COMCAST PROCESSING CENTER	ACCT 907065060	\$4,702.68	
					\$2,400.00
309919	625-0601-521655-	UKG KRONOS SYSTEMS LLC	OFFICE EQUIPMENT	\$2,400.00	
					\$19,170.36
902469	625-0601-520050-	MUNICIPAL GIS PARTNERS INC	GIS SERVICES	\$19,170.36	
			DEPARTMENT 0601 TOTAL:	\$32,122.46	

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Department 1018

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARDS & COMM SPECIAL EVENTS					
309745	515-1018-540550-	ARLINGTON RENTAL INC	AUTUMN HARVEST RENTAL TABLES & CHAIRS	\$2,700.30	\$2,700.30
309805	515-1018-540550-	FASTSIGNS	PRINTING SERVICES	\$105.62	\$105.62
309822	515-1018-540550-	HOME OF THE SPARROW INC.	AUTUMN HARVEST CLOTHING	\$200.00	\$200.00
309838	515-1018-540550-	LOWES COMMERCIAL SERVICES	TREE LIGHTING PURCHASE OF SUPPLIES FOR DISPLAY	\$231.35	\$231.35
309848	515-1018-540550-	MITCHELL, LAURIE	TREE LIGHTING REIMBURSEMENT OF GIFT CARDS	\$215.90	\$215.90
309904	515-1018-540550-	STANLEY, KERI	TREE LIGHTING EVENT ITEMS REIMBURSEMENT	\$211.81	\$211.81
DEPARTMENT 1018 TOTAL:				\$3,664.98	

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Department 1021

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARDS & COMM AH ECON ALLNCE					
309812	101-1021-540400-	GRAND PRAIRIE TRANSIT	BUSINESS DEVELOPMENT	\$387.60	\$387.60
DEPARTMENT 1021 TOTAL:				\$387.60	

VILLAGE OF ARLINGTON HEIGHTS
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Department 3001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
POLICE DEPT ADMIN					
					\$707.70
309725	101-3001-533250-	ACCURATE DOCUMENT DESTRUCTION	SHREDDING SERVICES	\$707.70	
					\$2,230.00
309727	101-3001-521020-	AED PROFESSIONALS	EQUIPMENT MAINTENANCE	\$2,230.00	
					\$142.07
309734	101-3001-530050-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$142.07	
					\$200.00
309738	101-3001-533250-	ANDERSON GLASS TINTING	POLICE EQUIPMENT	\$200.00	
					\$24,845.68
309743	101-3001-518030-	ARLINGTON HTS SCHOOL DIST 25	CROSSING GUARD REIMBURSEMENT	\$24,845.68	
					\$415.00
309752	101-3001-522700-	AT&T	MISCELLANEOUS SERVICES	\$195.00	
309752	101-3001-522700-	AT&T	MISCELLANEOUS SERVICES	\$220.00	
					\$2,403.00
309753	101-3001-522700-	AT&T MOBILITY NATIONAL ACCOUNTS LLC	ACCT 287328367893	\$2,403.00	
					\$277.43
309755	101-3001-530050-	B&H PHOTO	OFFICE SUPPLIES	\$277.43	
					\$577.50
309767	101-3001-521020-	CHICAGO COMMUNICATIONS LLC	EQUIPMENT MAINTENANCE	\$577.50	
					\$285.95
309772	101-3001-522100-	CHOICE MARKETING INC	PRINTING SERVICES	\$285.95	
					\$915.00
309785	101-3001-533250-	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	\$275.00	
309785	101-3001-533250-	COMPASSION FUNERAL SERVICES	PROFESSIONAL SERVICES	\$320.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309785	101-3001-533250-	INC COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	\$320.00	
					\$1,495.00
309789	101-3001-533050-	CRITICAL REACH	OFFICE EQUIPMENT	\$1,495.00	
					\$2,513.50
309792	101-3001-521652-	DACRA TECH LLC	PROFESSIONAL SERVICES	\$2,513.50	
					\$750.00
309800	101-3001-530050-	ELINEUP LLC	SOFTWARE AGREEMENT	\$750.00	
					\$4,170.00
309802	101-3001-520150-	ERNEST R BLOMQUIST PC	PROFESSIONAL SERVICES	\$4,170.00	
					\$512.20
309831	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$116.50	
309831	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	\$395.70	
					\$221.18
309854	101-3001-522030-	O'LEARY, JOHN	TRAVEL AND TRAINING	\$221.18	
					\$87.59
309888	101-3001-533050-	PETTY CASH/POLICE	MISCELLANEOUS SUPPLIES	\$87.59	
					\$207.00
309907	101-3001-530050-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$207.00	
					\$1,548.00
309916	101-3001-521020-	TRITON ELECTRONICS INC	EQUIPMENT MAINTENANCE	\$1,548.00	
					\$36.01
309925	235-3001-533050-	VERIZON WIRELESS	ACCT 54209747800003	\$36.01	
					\$340.37
309926	101-3001-522700-	VERIZON WIRELESS	ACCT 68682493000001	\$340.37	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309935	101-3001-522700-	VERIZON WIRELESS - VSAT	ACCT IL51232	\$75.00	\$75.00
309936	101-3001-522700-	VERIZON WIRELESS - VSAT	ACCT IL50739	\$160.00	\$160.00
DEPARTMENT 3001 TOTAL:				\$45,115.18	

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Department 3003

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
POLICE DEPT CRIMINAL INVEST					
					\$160.08
309885	231-3003-540010-	PET PROS	SUPPLIES: K9	\$70.09	
309885	231-3003-540010-	PET PROS	SUPPLIES: K9	\$89.99	
					\$91.00
309937	231-3003-540010-	VETERINARY SPECIALTY CENTER	VETERINARY SERVICES: K9	\$91.00	
				DEPARTMENT 3003 TOTAL:	\$251.08

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Department 3501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FIRE ADMIN					
					\$1,022.40
309728	101-3501-521020-	AIR ONE EQUIPMENT	EQUIPMENT MAINTENANCE	\$111.00	
309728	101-3501-521020-	AIR ONE EQUIPMENT	EQUIPMENT MAINTENANCE	\$460.50	
309728	101-3501-531650-	AIR ONE EQUIPMENT	EQUIPMENT MAINTENANCE	\$110.90	
309728	401-3501-550150-	AIR ONE EQUIPMENT	NEW SQUAD EQUIPMENT	\$340.00	
					\$2,277.65
309734	101-3501-521110-	AMAZON COM CAPITAL SERVICES	FIRE SUPPLIES	\$22.49	
309734	101-3501-521110-	AMAZON COM CAPITAL SERVICES	KITCHEN APPLIANCES	\$871.00	
309734	101-3501-521110-	AMAZON COM CAPITAL SERVICES	KITCHEN SUPPLIES	\$871.00	
309734	101-3501-531650-	AMAZON COM CAPITAL SERVICES	FIRE SUPPLIES	\$58.39	
309734	101-3501-533450-	AMAZON COM CAPITAL SERVICES	FIRE SUPPLIES	\$38.36	
309734	401-3501-550150-	AMAZON COM CAPITAL SERVICES	NEW ENGINE EQUIPMENT	\$416.41	
					\$9.36
309764	101-3501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$9.36	
					\$4,228.03
309795	401-3501-550150-	DINGES FIRE COMPANY	CLOTHING & APPAREL	\$4,228.03	
					\$59.00
309808	101-3501-522030-	GIARDINO, ROCCO	REIMBURSEMENT	\$59.00	
					\$5,969.00
309817	101-3501-522030-	HARPER COLLEGE CORP SERVICES	TRAVEL & TRAINING	\$5,969.00	
					\$1,639.90
309820	101-3501-521110-	HENRICKSEN & COMPANY INC	BUILDING MAINTENANCE SUPPLY	\$1,639.90	
					\$338.02
309838	101-3501-533450-	LOWES COMMERCIAL SERVICES	COMMUNITY RISK REDUCTION SUPPLIES	\$161.94	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309838	101-3501-533450-	LOWES COMMERCIAL SERVICES	COMMUNITY RISK REDUCTION SUPPLIES	\$176.08	
					\$203.40
309851	101-3501-521070-	NORTHWEST CENTRAL DISPATCH SYS	EQUIPMENT MAINTENANCE	\$203.40	
					\$227.27
309852	101-3501-521160-	NORTHWEST COMMUNITY HOSP	EMS MAINTENANCE	\$227.27	
					\$725.00
309880	101-3501-521160-	PAC BIO SERVICES	MEDICAL EQUIPMENT	\$725.00	
					\$1,265.70
309883	101-3501-533500-	PENNCARE	MEDICAL SUPPLIES	\$265.72	
309883	101-3501-533500-	PENNCARE	MEDICAL SUPPLIES	\$999.98	
					\$286.97
309887	101-3501-522030-	PETTY CASH/FIRE	MEETING SUPPLIES	\$6.65	
309887	101-3501-522030-	PETTY CASH/FIRE	MEETING SUPPLIES	\$10.00	
309887	101-3501-522030-	PETTY CASH/FIRE	MEETING SUPPLIES	\$20.00	
309887	101-3501-522030-	PETTY CASH/FIRE	TRAVEL & TRAINING	\$5.99	
309887	101-3501-522030-	PETTY CASH/FIRE	TRAVEL & TRAINING	\$8.00	
309887	101-3501-522030-	PETTY CASH/FIRE	TRAVEL & TRAINING	\$14.00	
309887	101-3501-522030-	PETTY CASH/FIRE	TRAVEL & TRAINING	\$59.91	
309887	101-3501-522030-	PETTY CASH/FIRE	TRAVEL & TRAINING	\$65.33	
309887	101-3501-522030-	PETTY CASH/FIRE	TRAVEL & TRAINING	\$77.65	
309887	101-3501-533050-	PETTY CASH/FIRE	EVENT SUPPLIES	\$6.75	
309887	101-3501-533450-	PETTY CASH/FIRE	EVENT SUPPLIES	\$6.58	
309887	101-3501-533450-	PETTY CASH/FIRE	PUBLIC EDUCATION SUPPLIES	\$6.11	
					\$38.15
309897	101-3501-531850-	MATTS ACE HARDWARE	SMALL TOOLS	\$13.18	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309897	101-3501-531850-	MATTS ACE HARDWARE	SMALL TOOLS	\$24.97	
					\$598,401.16
309905	101-3501-521160-	STRYKER SALES CORP	MEDICAL EQUIPMENT MAINTENANCE	\$332.38	
309905	101-3501-521160-	STRYKER SALES CORP	MEDICAL EQUIPMENT MAINTENANCE	\$578.14	
309905	401-3501-550150-	STRYKER SALES CORP	FIRE EQUIPMENT	\$587,828.64	
309905	401-3501-550150-	STRYKER SALES CORP	NEW AMBULANCE EQUIPMENT	\$9,662.00	
					\$178.85
309911	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$78.95	
309911	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$99.90	
					\$2,451.30
309913	101-3501-521020-	TOTAL FIRE & SAFETY INC	EQUIPMENT MAINTENANCE	\$2,451.30	
					\$3,914.40
309917	401-3501-550150-	TUFF SHED INC	EQUIPMENT	\$3,914.40	
					\$298.13
309920	101-3501-531650-	ULINE INC	STATION SUPPLIES	\$298.13	
					\$894.18
309924	101-3501-522700-	VERIZON WIRELESS	ACCT 4420589780001	\$894.18	
					\$5,053.66
309948	101-3501-522030-	WS DARLEY & CO	TRAINING SUPPLIES	\$873.00	
309948	101-3501-531850-	WS DARLEY & CO	FIRE EQUIPMENT	\$412.96	
309948	101-3501-531850-	WS DARLEY & CO	SMALL TOOLS AND EQUIPMENT	\$819.00	
309948	401-3501-550150-	WS DARLEY & CO	NEW ENGINE EQUIPMENT	\$469.16	
309948	401-3501-550150-	WS DARLEY & CO	NEW ENGINE EQUIPMENT	\$927.00	
309948	401-3501-550150-	WS DARLEY & CO	NEW ENGINE EQUIPMENT	\$1,552.54	
			DEPARTMENT 3501 TOTAL:	\$629,481.53	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FOREIGN FIRE INSURANCE ADMIN					
					\$1,344.71
309734	227-3701-550150-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT	\$665.00	
309734	227-3701-550150-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT	\$671.72	
309734	227-3701-550150-	AMAZON COM CAPITAL SERVICES	KITCHEN SUPPLIES	\$7.99	
					\$225.69
309773	227-3701-522030-	CHUBB, BRENT	TUITION REIMBURSEMENT	\$225.69	
					\$1,086.14
309808	227-3701-522030-	GIARDINO, ROCCO	TUITION REIMBURSEMENT	\$1,086.14	
					\$2,000.00
309815	227-3701-522030-	HANSELMAN, CURT	TUITION REIMBURSEMENT	\$2,000.00	
					\$1,173.90
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	

Department 3701

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
309911	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
					\$1,500.46
309939	227-3701-522030-	WALTERS, MATTHEW	TUITION REIMBURSEMENT	\$1,500.46	
					\$1,533.18
309946	227-3701-522030-	WITKOWSKI, JACOB	TUITION REIMBURSEMENT	\$1,533.18	
					\$1,165.00
309947	227-3701-550150-	WITMER PUBLIC SAFETY GROUP	FIRE EQUIPMENT	\$1,165.00	
					\$3,373.00
309948	227-3701-550150-	WS DARLEY & CO	FIRE EQUIPMENT	\$3,373.00	
DEPARTMENT 3701 TOTAL:				\$13,402.08	

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Department 4001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PLANNING PLANNING					
					\$105.00
309746	101-4001-530050-	ARLINGTON SIGNS & BANNERS	OFFICE SUPPLIES	\$105.00	
					\$2,046.37
309754	101-4001-540410-	AUDACY OPERATIONS, INC.	ADVERTISING	\$2,046.37	
					\$12,371.50
309794	101-4001-522010-	DAILY HERALD	ADVERTISING	\$337.50	
309794	101-4001-522010-	DAILY HERALD	ADVERTISING	\$594.00	
309794	101-4001-540410-	DAILY HERALD	ADVERTISING	\$11,440.00	
					\$353.50
309836	101-4001-521650-	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIBING SERVICES	\$353.50	
					\$10,153.00
309846	101-4001-520050-	MGT IMPACT SOLUTIONS, LLC	PROFESSIONAL SERVICES	\$10,153.00	
					\$3,432.00
309847	264-4001-550300-	MICHAELS SIGNS INC	ENHANCEMENT PROJECT	\$1,716.00	
309847	401-4001-550300-	MICHAELS SIGNS INC	ENHANCEMENT PROJECT	\$1,716.00	
					\$185.22
309855	101-4001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$185.22	
					\$9,637.50
309892	267-4001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$9,637.50	
					\$1,671.42
902466	267-4001-520050-	ELROD FRIEDMAN LLP	OCTOBER LEGAL SERVICES	\$1,671.42	
			DEPARTMENT 4001 TOTAL:	\$39,955.51	

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Department 4101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
COMMUNITY DEVL BLK GRNTADMIN					
309794	215-4101-541020-	DAILY HERALD	ADVERTISING	\$202.50	\$202.50
DEPARTMENT 4101 TOTAL:				\$202.50	

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Department 4501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BUILDING ADMIN					
					\$1,841.00
309776	101-4501-522100-	CLASS PRINTING	PRINTING SERVICES	\$1,841.00	
					\$75.00
309805	101-4501-522100-	FASTSIGNS	OFFICE SUPPLIES	\$75.00	
					\$50.00
309907	101-4501-522100-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$50.00	
					\$1,485.00
309910	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$35.00	
309910	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$35.00	
309910	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$35.00	
309910	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$35.00	
309910	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$70.00	
309910	101-4501-520050-	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES	\$1,275.00	
					\$615.40
309931	101-4501-522700-	VERIZON WIRELESS	ACCT 54209747800001	\$615.40	
					\$396.11
309932	101-4501-522700-	VERIZON WIRELESS	ACCT 54209747800002	\$396.11	
					\$725.00
309938	101-4501-520350-	WALKER CONSULTANTS	PROFESSIONAL SERVICES	\$725.00	
			DEPARTMENT 4501 TOTAL:	\$5,187.51	

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Department 7001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HEALTH ADMIN					
309734	101-7001-533100-	AMAZON COM CAPITAL SERVICES	NURSING SUPPLIES	\$61.98	\$61.98
309747	101-7001-520250-	ASSOCIATION FOR MULTICULTURAL BEHAVIORAL HEALTH	COUNSELING SUBSIDY	\$330.00	\$330.00
309764	101-7001-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$18.23	\$18.23
309807	101-7001-521100-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	\$85.00	\$170.00
309807	101-7001-521100-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	\$85.00	
309841	101-7001-522030-	MC CALISTER JAMES	TRAVEL AND TRAINING	\$50.00	\$50.00
309886	101-7001-522030-	PETTY CASH	TRAVEL & TRAINING	\$24.12	\$64.08
309886	101-7001-530050-	PETTY CASH	EVENT SUPPLIES	\$39.96	
309896	101-7001-533100-	SANOFI PASTEUR INC	CLINIC SUPPLIES	\$200.00	\$200.00
309933	101-7001-522700-	VERIZON WIRELESS	ACCT 9979762629	\$300.40	\$300.40
DEPARTMENT 7001 TOTAL:				\$1,194.69	

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Department 7007

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HEALTH SENIOR SERVICES					
309736	101-7007-522400-	AMERICAN TAXI	TAXI SUBSIDY	\$82.50	\$82.50
309758	101-7007-540160-	BLUE LOTUS BUDDHIST TEMPLE	PROGRAM INSTRUCTIONAL FEE	\$180.00	\$180.00
309759	101-7007-540160-	BLUE LOTUS BUDDHIST TEMPLE	PROGRAM INSTRUCTIONAL FEES	\$240.00	\$240.00
309764	101-7007-522150-	CANON SOLUTIONS AMERICA	PROGRAM INSTRUCTIONAL FEES	\$48.42	\$48.42
309771	101-7007-540160-	CHINESE INTERCULTURAL, LLC	PROGRAM INSTRUCTIONAL FEES	\$285.00	\$285.00
309809	101-7007-540160-	GIBBONS, JAMES R.	PROGRAM INSTRUCTIONAL FEES	\$380.00	\$380.00
309816	101-7007-540160-	HAPPINESS HOUR	PROGRAM INSTRUCTIONAL FEE	\$135.00	\$135.00
DEPARTMENT 7007 TOTAL:				\$1,350.92	

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Department 7101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PUBLIC WORKS ADMIN					
					\$51.00
309724	101-7101-521020-	ABT ELECTRONICS	EQUIPMENT MAINTENANCE	\$51.00	
					\$4,725.40
309726	101-7101-531550-	ACTIVE ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	\$2,390.40	
309726	101-7101-531750-	ACTIVE ELECTRICAL SUPPLY CO	STREET SUPPLIES	\$950.00	
309726	401-7101-550300-	ACTIVE ELECTRICAL SUPPLY CO	STREET SUPPLIES	\$1,385.00	
					\$639.90
309730	401-7101-550150-	ALEXANDER EQUIPMENT CO INC	EQUIPMENT	\$639.90	
					\$2,286.50
309735	101-7101-522030-	AMERICAN PUBLIC WORKS ASSOC	DUES	\$2,286.50	
					\$247.72
309737	101-7101-531800-	AMERICAN TRAFFIC SAFETY MATERIALS	STREET SUPPLIES	\$247.72	
					\$14,592.28
309739	101-7101-521550-	APEX LANDSCAPING INC	LANDSCAPING SERVICES	\$14,592.28	
					\$199.28
309744	101-7101-531650-	ARLINGTON POWER EQUIPMENT	MISCELLANEOUS SUPPLIES	\$199.28	
					\$750.00
309748	101-7101-531550-	ASTORIA CONSTRUCTION	BUILDING MAINTENANCE SUPPLY	\$750.00	
					\$1,250.40
309749	101-7101-522700-	AT & T	ACCT 8310010134261	\$1,250.40	
					\$783.35
309750	101-7101-522700-	AT & T	ACCT 8310010146347	\$783.35	
					\$2,120.18
309751	101-7101-522700-	AT & T	ACCT 217S667106106	\$2,120.18	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$12,748.60
309760	101-7101-530350-	BRANDING TOUCHPOINT / IPROMOTE U	CLOTHING & APPAREL	\$749.70	
309760	101-7101-530350-	BRANDING TOUCHPOINT / IPROMOTE U	CLOTHING & APPAREL	\$943.90	
309760	101-7101-530350-	BRANDING TOUCHPOINT / IPROMOTE U	CLOTHING & APPAREL	\$3,316.50	
309760	101-7101-530350-	BRANDING TOUCHPOINT / IPROMOTE U	CLOTHING & APPAREL	\$3,685.00	
309760	101-7101-530350-	BRANDING TOUCHPOINT / IPROMOTE U	CLOTHING & APPAREL	\$4,053.50	
					\$200.00
309761	101-7101-530350-	BRAUNSDREUTER, MICHAEL	REIMBURSEMENT	\$200.00	
					\$1,721.49
309763	101-7101-521360-	C C CARTAGE INC	DISPOSAL SERVICES	\$1,225.20	
309763	101-7101-521620-	C C CARTAGE INC	DISPOSAL SERVICES	\$176.61	
309763	101-7101-531900-	C C CARTAGE INC	DISPOSAL SERVICES	\$319.68	
					\$137.90
309777	101-7101-522700-	COMCAST CABLE	ACCT 8771100721360921	\$137.90	
					\$42.00
309779	101-7101-522700-	COMCAST CABLE	ACCT 8771100720049004	\$42.00	
					\$31.50
309781	101-7101-522700-	COMCAST CABLE	ACCT 8771100720048998	\$31.50	
					\$28,620.65
309786	401-7101-550300-	CONSTRUCTION & GEOTECHNICAL	PROFESSIONAL SERVICES	\$490.80	
309786	401-7101-550300-	CONSTRUCTION & GEOTECHNICAL	PROFESSIONAL SERVICES	\$1,972.75	
309786	401-7101-550300-	CONSTRUCTION & GEOTECHNICAL	PROFESSIONAL SERVICES	\$4,021.60	
309786	401-7101-550300-	CONSTRUCTION & GEOTECHNICAL	PROFESSIONAL SERVICES	\$22,135.50	
					\$16,810.00

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309791	101-7101-521110-	CRYSTAL MAINTENANCE & MGMT SRVS	CLEANING SERVICES	\$16,810.00	
					\$26,136.50
309797	401-7101-550300-	DOLAND ENGINEERING, LLC	PROFESSIONAL SERVICES	\$26,136.50	
					\$729.00
309803	101-7101-531650-	ESSCOE LLC	MISCELLANEOUS SUPPLIES	\$729.00	
					\$3,255.00
309806	101-7101-531450-	FERGUSON FACILITIES SUPPLY HP# 3400	JANITORIAL SUPPLIES	\$3,255.00	
					\$915.07
309811	101-7101-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	\$505.79	
309811	101-7101-531850-	GRAINGER W W INC	SMALL TOOLS AND EQUIPMENT	\$118.64	
309811	101-7101-531850-	GRAINGER W W INC	SMALL TOOLS AND EQUIPMENT	\$133.66	
309811	101-7101-531850-	GRAINGER W W INC	SMALL TOOLS AND EQUIPMENT	\$156.98	
					\$206.49
309814	101-7101-531750-	GRAYBAR ELECTRIC COMPANY	STREET SUPPLIES	\$206.49	
					\$17,527.49
309819	101-7101-521550-	HENDRICKSEN ROBERT W COMPANY	LANDSCAPING SERVICES	\$17,527.49	
					\$6,180.00
309821	101-7101-531800-	HIGH STAR TRAFFIC	STREET SUPPLIES	\$2,312.50	
309821	101-7101-531800-	HIGH STAR TRAFFIC	STREET SUPPLIES	\$3,867.50	
					\$125.00
309823	101-7101-522020-	IL PUBLIC WORKS MUTUAL AID NETWORK	DUES	\$125.00	
					\$230.38
309832	101-7101-522030-	JOSEPH MUNNO	TRAVEL AND TRAINING	\$230.38	
					\$3,775.00

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309835	515-7101-533050-	LEE JENSEN SALES CO INC	EVENT SUPPLIES	\$3,775.00	
					\$1,437.69
309838	101-7101-531650-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	(\$27.20)	
309838	101-7101-531650-	LOWES COMMERCIAL SERVICES	MISCELLANEOUS SUPPLIES	\$71.82	
309838	101-7101-531650-	LOWES COMMERCIAL SERVICES	MISCELLANEOUS SUPPLIES	\$125.28	
309838	101-7101-531650-	LOWES COMMERCIAL SERVICES	MISCELLANEOUS SUPPLIES	\$276.46	
309838	101-7101-531800-	LOWES COMMERCIAL SERVICES	STREET SUPPLIES	\$44.90	
309838	515-7101-533050-	LOWES COMMERCIAL SERVICES	EVENT SUPPLIES	\$946.43	
					\$10,000.00
309840	426-7101-550250-	MARTAM CONSTRUCTION INC	CONSTRUCTION SERVICES	\$10,000.00	
					\$291.95
309844	101-7101-531650-	MENARDS-LONG GROVE	MISCELLANEOUS SUPPLIES	\$291.95	
					\$53.19
309850	101-7101-531850-	NORTHERN TOOL & EQUIPMENT	SMALL TOOLS AND EQUIPMENT	\$53.19	
					\$1,064.58
309853	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	\$30.44	
309853	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	\$57.79	
309853	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	\$148.37	
309853	101-7101-531650-	NORTHWEST ELECTRICAL SUPPLY CO	MISCELLANEOUS SUPPLIES	\$67.54	
309853	101-7101-531650-	NORTHWEST ELECTRICAL SUPPLY CO	MISCELLANEOUS SUPPLIES	\$460.13	
309853	101-7101-531750-	NORTHWEST ELECTRICAL SUPPLY CO	STREET SUPPLIES	\$116.72	
309853	101-7101-531750-	NORTHWEST ELECTRICAL SUPPLY CO	STREET SUPPLIES	\$183.59	
					\$61,687.98
309856	101-7101-530390-	OFFEN PETROLEUM LLC	FUEL	\$19,795.70	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309856	101-7101-530390-	OFFEN PETROLEUM LLC	FUEL	\$20,576.29	
309856	101-7101-530390-	OFFEN PETROLEUM LLC	FUEL	\$21,315.99	
					\$228.43
309873	401-7101-550300-	DEBBIE SANTI	RESIDENT REIMBURSEMENT	\$228.43	
					\$581.24
309874	401-7101-550300-	MARC HOLDWICK	RESIDENT REIMBURSEMENT	\$581.24	
					\$1,348.00
309875	401-7101-550300-	PEGGY CURNYN	RESIDENT REIMBURSEMENT	\$1,348.00	
					\$214.00
309876	401-7101-550300-	TINA KENNEDY	RESIDENT REIMBURSEMENT	\$214.00	
					\$131.46
309881	101-7101-530350-	PAPIERNIAK, CRIS	REIMBURSEMENT	\$131.46	
					\$47.97
309884	101-7101-531650-	PESCHES FLOWER SHOP	MISCELLANEOUS SUPPLIES	\$47.97	
					\$49.84
309886	101-7101-531650-	PETTY CASH	KITCHEN SUPPLIES	\$49.84	
					\$522.50
309889	101-7101-522700-	PRECISE MRM LLC	PHONE SERVICES	\$522.50	
					\$817.75
309890	101-7101-530350-	PRO SAFETY INC	CLOTHING & APPAREL	\$817.75	
					\$2,149.37
309891	101-7101-520050-	RITTER GIS	PROFESSIONAL SERVICES	\$2,149.37	
					\$138.22
309897	101-7101-531650-	MATTS ACE HARDWARE	MISCELLANEOUS SUPPLIES	\$13.98	
309897	101-7101-531650-	MATTS ACE HARDWARE	MISCELLANEOUS SUPPLIES	\$20.00	
309897	101-7101-531650-	MATTS ACE HARDWARE	MISCELLANEOUS SUPPLIES	\$47.94	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309897	101-7101-531750-	MATTS ACE HARDWARE	STREET SUPPLIES	\$7.98	
309897	101-7101-531750-	MATTS ACE HARDWARE	STREET SUPPLIES	\$15.98	
309897	101-7101-531850-	MATTS ACE HARDWARE	SMALL TOOLS AND EQUIPMENT	\$9.58	
309897	101-7101-531850-	MATTS ACE HARDWARE	SMALL TOOLS AND EQUIPMENT	\$22.76	
					\$415.32
309898	101-7101-531800-	SHERWIN WILLIAMS PAINT CO #3408	STREET SUPPLIES	\$121.52	
309898	101-7101-531800-	SHERWIN WILLIAMS PAINT CO #3408	STREET SUPPLIES	\$146.90	
309898	101-7101-531800-	SHERWIN WILLIAMS PAINT CO #3408	STREET SUPPLIES	\$146.90	
					\$1,082.61
309900	101-7101-531550-	SOUTH SIDE CONTROL SUPPLY CO.	BUILDING MAINTENANCE SUPPLY	\$16.24	
309900	101-7101-531550-	SOUTH SIDE CONTROL SUPPLY CO.	BUILDING MAINTENANCE SUPPLY	\$20.53	
309900	101-7101-531550-	SOUTH SIDE CONTROL SUPPLY CO.	BUILDING MAINTENANCE SUPPLY	\$21.15	
309900	101-7101-531550-	SOUTH SIDE CONTROL SUPPLY CO.	BUILDING MAINTENANCE SUPPLY	\$77.70	
309900	101-7101-531550-	SOUTH SIDE CONTROL SUPPLY CO.	BUILDING MAINTENANCE SUPPLY	\$946.99	
					\$400.22
309903	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$400.22	
					\$70.00
309907	101-7101-522100-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$20.00	
309907	101-7101-522100-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$50.00	
					\$976.09
309908	101-7101-531800-	TAPCO	STREET SUPPLIES	\$976.09	
					\$210.38
309912	101-7101-522030-	TOMMY SAKKOS	TRAVEL AND TRAINING	\$210.38	
					\$29,473.00
309915	101-7101-521010-	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL MAINTENANCE	\$1,000.00	
309915	101-7101-531700-	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLIES	\$1,446.00	

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309915	101-7101-531700-	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLY	\$2,892.00	
309915	101-7101-531700-	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLY	\$3,880.00	
309915	401-7101-550150-	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL MAINTENANCE	\$20,255.00	
					\$8,436.90
309918	101-7101-531400-	TURKS GREENHOUSES	LANDSCAPING SUPPLIES	\$8,436.90	
					\$4,476.78
309920	101-7101-531450-	ULINE INC	JANITORIAL SUPPLIES	\$4,476.78	
					\$17,950.00
309923	401-7101-550300-	UTILITY DYNAMICS CORP	STREETLIGHT MAINTENANCE	\$17,950.00	
					\$126.44
309927	101-7101-522700-	VERIZON WIRELESS	ACCT 64202486400001	\$126.44	
					\$1,980.72
309929	101-7101-522700-	VERIZON WIRELESS	ACCT 58675303500001	\$1,980.72	
					\$45,737.90
309942	101-7101-521550-	WEST CENTRAL MUNICIPAL CONF	LANDSCAPING SERVICES	\$45,737.90	
					\$528.39
309945	101-7101-531650-	WINDY CITY LIGHTS	MISCELLANEOUS SUPPLIES	\$528.39	
					\$1,828.22
309950	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLIES	\$110.68	
309950	101-7101-531450-	ZORO TOOLS INC	JANITORIAL SUPPLIES	\$1,101.49	
309950	101-7101-531650-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	\$616.05	
					\$234.02
802443	101-7101-522700-	AT & T	ACCT 84779713213488	\$57.56	
802443	101-7101-522700-	AT & T	ACCT 84734215365273	\$58.72	
802443	101-7101-522700-	AT & T	ACCT 84739420624707	\$58.87	
802443	101-7101-522700-	AT & T	ACCT 84739443682112	\$58.87	

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					\$9,190.84
802444	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6690910100	\$4.20	
802444	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6437571222	\$69.63	
802444	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1603262000	\$83.61	
802444	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 7367296000	\$180.39	
802444	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 7092411222	\$391.21	
802444	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1158409000	\$512.69	
802444	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4410867000	\$7,949.11	
					\$18,232.11
802445	101-7101-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063218	\$1,164.20	
802445	101-7101-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063214	\$17,067.91	
					\$8,806.90
802446	101-7101-521500-	NICOR	ACCT 06802945268	\$47.56	
802446	101-7101-521500-	NICOR	ACCT 40178600009	\$61.12	
802446	101-7101-521500-	NICOR	ACCT 15839647334	\$66.10	
802446	101-7101-521500-	NICOR	ACCT 19426400008	\$143.25	
802446	101-7101-521500-	NICOR	ACCT 38096400007	\$148.61	
802446	101-7101-521500-	NICOR	ACCT 53278600001	\$154.79	
802446	101-7101-521500-	NICOR	ACCT 43278600002	\$164.93	
802446	101-7101-521500-	NICOR	ACCT 28178600004	\$167.32	
802446	101-7101-521500-	NICOR	ACCT 38178600003	\$175.40	
802446	101-7101-521500-	NICOR	ACCT 94830700004	\$186.53	
802446	101-7101-521500-	NICOR	ACCT 58401600000	\$320.03	
802446	101-7101-521500-	NICOR	ACCT 95407400001	\$368.59	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802446	101-7101-521500-	NICOR	ACCT 97034457784	\$736.26	
802446	101-7101-521500-	NICOR	ACCT 96945600003	\$1,331.12	
802446	101-7101-521500-	NICOR	ACCT 55616726109	\$2,252.95	
802446	101-7101-521500-	NICOR	ACCT 25422686599	\$2,482.34	
					\$53,473.84
902463	401-7101-550300-	R.W. DUNTEMAN COMPANY	VBA - 11/6/2023	\$53,473.84	
DEPARTMENT 7101 TOTAL:				\$431,432.93	

VILLAGE OF ARLINGTON HEIGHTS

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Department 7201

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
WATER AND SEWER ADMIN					
					\$1,515.39
309729	505-7201-531600-	ALEXANDER CHEMICAL CORP	CHEMICAL SUPPLIES	\$1,515.39	
					\$4,736.53
309732	505-7201-521350-	ALPINE SAP, INC.	SERVICE BUILDING MAINTENANCE	\$375.00	
309732	505-7201-521350-	ALPINE SAP, INC.	SERVICE BUILDING MAINTENANCE	\$650.00	
309732	505-7201-521350-	ALPINE SAP, INC.	SERVICE BUILDING MAINTENANCE	\$2,200.00	
309732	505-7201-531020-	ALPINE SAP, INC.	METER SUPPLIES	\$1,511.53	
					\$2,286.50
309735	505-7201-522030-	AMERICAN PUBLIC WORKS ASSOC	DUES	\$2,286.50	
					\$8,787.51
309763	505-7201-521360-	C C CARTAGE INC	DISPOSAL SERVICES	\$7,681.74	
309763	505-7201-521620-	C C CARTAGE INC	DISPOSAL SERVICES	\$371.90	
309763	505-7201-531900-	C C CARTAGE INC	DISPOSAL SERVICES	\$733.87	
					\$194.85
309780	505-7201-522700-	COMCAST CABLE	ACCT 8771100720175502	\$194.85	
					\$2.10
309782	505-7201-522700-	COMCAST CABLE	ACCT 8771100720048980	\$2.10	
					\$3,895.00
309787	505-7201-531050-	CORE & MAIN LP	PUMPING SUPPLIES	\$3,895.00	
					\$6,040.00
309788	505-7201-521020-	CORRPRO WATERWORKS	EQUIPMENT MAINTENANCE	\$6,040.00	
					\$83,745.00
309793	505-7201-550150-	DAHME MECHANICAL INDUSTRIES	PROFESSIONAL SERVICES	\$83,745.00	
					\$4,272.27
309796	505-7201-521500-	DIRECT ENERGY BUSINESS	ACCT 1806638	\$4,272.27	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
MARKETING LLC					
					\$8,075.82
309799	505-7201-531600-	EJ EQUIPMENT INCORPORATED	SUPPLY CHEMICALS	\$98.90	
309799	505-7201-531650-	EJ EQUIPMENT INCORPORATED	EQUIPMENT MAINTENANCE	\$1,047.08	
309799	505-7201-531650-	EJ EQUIPMENT INCORPORATED	EQUIPMENT MAINTENANCE	\$2,061.97	
309799	505-7201-531650-	EJ EQUIPMENT INCORPORATED	EQUIPMENT MAINTENANCE	\$4,867.87	
					\$636.00
309803	505-7201-530300-	ESSCOE LLC	DATA SYSTEM SUPPLIES	\$204.00	
309803	505-7201-530300-	ESSCOE LLC	DATA SYSTEM SUPPLIES	\$432.00	
					\$199.96
309810	505-7201-530350-	GILLES, MICHAEL	REIMBURSEMENT	\$199.96	
					\$106.00
309811	505-7201-531650-	GRAINGER W W INC	EQUIPMENT RENTAL	\$106.00	
					\$2,300.00
309813	505-7201-550150-	GRAY MATTER SYSTEMS, LLC	OFFICE EQUIPMENT	\$2,300.00	
					\$321.14
309814	505-7201-530300-	GRAYBAR ELECTRIC COMPANY	DATA SYSTEM SUPPLIES	\$321.14	
					\$8,438.67
309818	505-7201-521350-	HBK WATER METER SERVICE INC	METER SERVICES	\$5,529.67	
309818	505-7201-531020-	HBK WATER METER SERVICE INC	METER SUPPLIES	\$468.00	
309818	505-7201-531020-	HBK WATER METER SERVICE INC	METER SUPPLIES	\$641.00	
309818	505-7201-531020-	HBK WATER METER SERVICE INC	METER SUPPLIES	\$1,800.00	
					\$125.00
309823	505-7201-522020-	IL PUBLIC WORKS MUTUAL AID NETWORK	DUES	\$125.00	
					\$860.00

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309830	505-7201-521300-	JCK CONTRACTORS	WATER DISTRIBUTION SYSTEM	\$430.00	
309830	505-7201-521300-	JCK CONTRACTORS	WATER DISTRIBUTION SYSTEM	\$430.00	
					\$35.00
309833	505-7201-522030-	KARR, ASHLEY	TRAVEL AND TRAINING	\$35.00	
					\$300.00
309837	505-7201-520050-	LORELLE COMMUNICATIONS INC	PROFESSIONAL SERVICES	\$300.00	
					\$48.08
309838	505-7201-531070-	LOWES COMMERCIAL SERVICES	SEWER SUPPLIES	\$35.75	
309838	505-7201-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$12.33	
					\$53.20
309850	505-7201-531850-	NORTHERN TOOL & EQUIPMENT	SMALL TOOLS AND EQUIPMENT	\$53.20	
					\$238.40
309855	505-7201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$10.19	
309855	505-7201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$22.00	
309855	505-7201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$102.23	
309855	505-7201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$103.98	
					\$522.50
309889	505-7201-522700-	PRECISE MRM LLC	PHONE SERVICES	\$522.50	
					\$817.75
309890	505-7201-530350-	PRO SAFETY INC	CLOTHING & APPAREL	\$817.75	
					\$2,149.38
309891	505-7201-520050-	RITTER GIS	PROFESSIONAL SERVICES	\$2,149.38	
					\$750.50
309893	505-7201-520050-	ROBINSON ENGINEERING LTD	PROFESSIONAL SERVICES	\$750.50	
					\$686.52
309897	505-7201-531020-	MATTS ACE HARDWARE	METER SUPPLIES	\$75.54	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309897	505-7201-531550-	MATTS ACE HARDWARE	BUILDING MAINTENANCE SUPPLY	\$12.98	
309897	505-7201-531850-	MATTS ACE HARDWARE	SMALL TOOLS AND EQUIPMENT	\$598.00	
					\$93.43
309903	505-7201-531010-	STANDARD PIPE & SUPPLY INC	WATER SUPPLIES	\$75.50	
309903	505-7201-531650-	STANDARD PIPE & SUPPLY INC	MISCELLEANEOUS SUPPLIES	\$17.93	
					\$779.63
309906	505-7201-520050-	SUBURBAN LABORATORIES INC	PROFESSIONAL SERVICES	\$779.63	
					\$40.00
309907	505-7201-522100-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$40.00	\$8,965.89
309909	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$208.98	
309909	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$434.40	
309909	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$4,061.10	
309909	505-7201-531020-	TEST GAUGE INC	METER SUPPLIES	\$4,261.41	
					\$10,850.00
309922	505-7201-531020-	UNITED SYSTEMS	EQUIPMENT MAINTENANCE	\$10,850.00	\$687.90
309928	505-7201-522700-	VERIZON WIRELESS	ACCT 78635116200001	\$687.90	
					\$1,320.48
309929	505-7201-522700-	VERIZON WIRELESS	ACCT 58675303500001	\$1,320.48	\$5,335.00
309940	505-7201-531010-	WATER PRODUCTS CO	WATER DISTRIBUTION SUPPLY	\$1,610.00	
309940	505-7201-531010-	WATER PRODUCTS CO	WATER DISTRIBUTION SUPPLY	\$1,860.00	
309940	505-7201-531010-	WATER PRODUCTS CO	WATER DISTRIBUTION SUPPLY	\$1,865.00	
					\$37,378.67
309949	505-7201-531010-	ZIEBELL WATER SERVICE	WATER DISTRIBUTION SUPPLIES	\$175.73	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
		PRODUCTS			
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$310.00	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$332.25	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$378.00	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$459.82	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$1,440.00	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$1,952.34	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$2,382.75	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$2,500.24	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$2,763.93	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLIES	\$2,944.81	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$846.75	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$902.80	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,045.18	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,045.18	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,070.00	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,134.00	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,179.48	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,299.75	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,310.00	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,379.46	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,450.00	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,452.74	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,534.20	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$1,976.40	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$2,022.50	
309949	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER DISTRIBUTION SUPPLY	\$2,090.36	
					\$2,740.19
309950	505-7201-530350-	ZORO TOOLS INC	CLOTHING & APPAREL	\$2,124.14	
309950	505-7201-531650-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	\$616.05	
					\$1,066.01
802443	505-7201-522700-	AT & T	ACCT 84759080850047	\$118.21	
802443	505-7201-522700-	AT & T	ACCT 84759021056118	\$947.80	
					\$162.12
802444	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 9425223333	\$43.18	
802444	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6949217000	\$118.94	
					\$12,722.69
802445	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050218	\$3,294.65	
802445	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050220	\$9,428.04	
					\$646.01
802446	505-7201-521500-	NICOR	ACCT 42567835683	\$49.62	
802446	505-7201-521500-	NICOR	ACCT 58544400003	\$49.93	
802446	505-7201-521500-	NICOR	ACCT 90920700003	\$144.22	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802446	505-7201-521500-	NICOR	ACCT 04055600003	\$178.05	
802446	505-7201-521500-	NICOR	ACCT 19278600002	\$224.19	
			DEPARTMENT 7201 TOTAL:	\$224,927.09	

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Department 7301

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING ADMIN					
309798	235-7301-521110-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	\$419.16	\$419.16
802444	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 9934124000	\$609.89	\$609.89
DEPARTMENT 7301 TOTAL:				\$1,029.05	

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Department 7302

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING VAIL ST. GARAGE OPER					
309778	235-7302-521500-	COMCAST CABLE	ACCT 8771100721377909	\$127.90	\$127.90
309798	235-7302-521110-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	\$1,327.34	\$1,327.34
802445	235-7302-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050215	\$2,337.86	\$2,337.86
DEPARTMENT 7302 TOTAL:				\$3,793.10	

VILLAGE OF ARLINGTON HEIGHTS
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Department 7303

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING NORTH GARAGE OPER					
309798	235-7303-521110-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	\$1,327.34	\$1,327.34
802445	235-7303-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1060231	\$1,428.25	\$1,428.25
802446	235-7303-521500-	NICOR	ACCT 12690400002	\$49.41	\$49.41
DEPARTMENT 7303 TOTAL:				\$2,805.00	

VILLAGE OF ARLINGTON HEIGHTS
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Department 7304

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING EVERGREEN ST GAR OPER					
309798	235-7304-521110-	ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES	\$419.16	\$419.16
802445	235-7304-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050222	\$1,087.92	\$1,087.92
802446	235-7304-521500-	NICOR	ACCT 92296400002	\$155.68	\$155.68
DEPARTMENT 7304 TOTAL:				\$1,662.76	

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Department 7401

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
SOLID WASTE DISPSL SWANCCADMIN					
					(\$28,965.00)
902464	511-7401-521540-	SOLID WASTE AGENCY	JANUARY 2024 TIPPING FEES	(\$28,965.00)	
DEPARTMENT 7401 TOTAL:				(\$28,965.00)	

VILLAGE OF ARLINGTON HEIGHTS
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Department 7501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
MUNICIPAL FLEET SVCS ADMIN					
					\$1,230.77
309733	621-7501-531510-	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	\$1,230.77	
					\$1,056.85
309740	621-7501-521070-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$849.88	
309740	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	(\$116.20)	
309740	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$10.84	
309740	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$23.42	
309740	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$288.91	
					\$123.58
309768	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$123.58	
					\$80.64
309774	621-7501-521360-	CITY WELDING SALES & SERVICE	EQUIPMENT RENTAL	\$80.64	
					\$63.14
309804	621-7501-531510-	FACTORY MOTOR PARTS	VEH MAINTENANCE SUPPLY	\$63.14	
					\$165.00
309824	621-7501-521070-	IL SECRETARY OF STATE	MOTORCYCLE REGISTRATION	\$165.00	
					\$165.00
309825	621-7501-521070-	IL SECRETARY OF STATE	MOTORCYCLE REGISTRATION	\$165.00	
					\$9.00
309826	621-7501-521070-	IL SECRETARY OF STATE	VEHICLE REGISTRATION	\$9.00	
					\$1,129.80
309834	621-7501-531510-	LEACH ENTERPRISES INC	VEH MAINTENANCE SUPPLY	\$50.68	
309834	621-7501-531510-	LEACH ENTERPRISES INC	VEH MAINTENANCE SUPPLY	\$1,079.12	
					\$393.76
309839	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	\$393.76	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$413.71
309842	621-7501-531510-	MC CANN INDUSTRIES	VEH MAINTENANCE SUPPLY	\$413.71	
					\$289.96
309843	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	\$33.52	
309843	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	\$46.95	
309843	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	\$209.49	
					\$3,659.27
309849	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$45.56	
309849	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$129.14	
309849	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$181.38	
309849	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$351.37	
309849	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$456.86	
309849	621-7501-531850-	NAPA AUTO PARTS	SMALL TOOLS AND EQUIPMENT	\$2,494.96	
					\$18.99
309850	621-7501-531510-	NORTHERN TOOL & EQUIPMENT	VEH MAINTENANCE SUPPLY	\$18.99	
					\$187.30
309882	621-7501-531510-	PATLIN INC	VEH MAINTENANCE SUPPLY	\$121.00	
309882	621-7501-531510-	PATLIN INC	VEH MAINTENANCE SUPPLY	\$66.30	
					\$2,200.00
309894	401-7501-550150-	ROCKWELL SPACE SOLUTIONS	OTHER EQUIPMENT	\$2,200.00	
					\$115.71
309895	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	(\$319.20)	
309895	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	(\$191.52)	
309895	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$11.92	
309895	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$77.80	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 12/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309895	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$127.32	
309895	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$193.99	
309895	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$215.40	
					\$4,446.79
309902	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$239.67	
309902	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$532.77	
309902	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$570.34	
309902	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$681.30	
309902	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$946.56	
309902	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	\$1,476.15	
					\$169.14
309921	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$84.57	
309921	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$84.57	
					\$480.00
309941	621-7501-521070-	WE WASH EXPRESS	VEH EQUIPMENT MAINTENANCE	\$240.00	
309941	621-7501-521070-	WE WASH EXPRESS	VEH EQUIPMENT MAINTENANCE	\$240.00	
					\$18.04
309943	621-7501-530550-	WEX BANK	FUEL	\$18.04	
					\$200.00
309944	621-7501-521070-	WILMETTE TRUCK & BUS SALES & SVC	EQUIPMENT MAINTENANCE	\$80.00	
309944	621-7501-521070-	WILMETTE TRUCK & BUS SALES & SVC	EQUIPMENT MAINTENANCE	\$120.00	
					\$4,939.96
309950	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	(\$116.09)	
309950	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	\$207.90	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 12/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
309950	621-7501-531650-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	\$17.95	
309950	621-7501-531650-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	\$602.08	
309950	621-7501-531650-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	\$4,228.12	
			DEPARTMENT 7501 TOTAL:	\$21,556.41	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 12/15/2024

Department 9001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
CAPITAL ADMIN					
309731	505-9001-550250-	ALPINE DEMOLITION SERVICES	CONSTRUCTION SERVICES	\$25,900.00	\$25,900.00
309756	506-9001-550250-	BAXTER & WOODMAN	PROFESSIONAL SERVICES	\$93,380.00	\$93,380.00
309892	505-9001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$9,637.50	\$9,637.50
309893	505-9001-550250-	ROBINSON ENGINEERING LTD	PROFESSIONAL SERVICES	\$1,119.80	\$1,119.80
DEPARTMENT 9001 TOTAL:				\$130,037.30	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 12/15/2024

Department 9003

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
CAPITAL EQUIPMENT					
					\$172,959.00
309762	621-9003-550050-	BROWN EQUIPMENT COMPANY	EQUIPMENT	\$172,959.00	
DEPARTMENT 9003 TOTAL:				\$172,959.00	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 12/15/2024

Department 9901

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
NON-OPERATING					
309845	515-9901-540830-	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	\$8,186.62	\$12,415.81
309845	515-9901-540920-	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE CHARGE	\$4,229.19	
DEPARTMENT 9901 TOTAL:				\$12,415.81	
WARRANT TOTAL:				\$3,297,296.40	



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: A Resolution Waiving Competitive Bidding and Approving the Award of a Contract for Security Fencing Installation at Water Facilities, to American Fence Professionals, of Elk Grove Village, Illinois

Department: Public Works & Engineering

Item Description:

The approved 2024 Capital Improvement Program (CIP) includes \$219,000 in funding for improvements necessary as part of the Risk and Resiliency Plan.

As a community water supplier, the Village of Arlington Heights is required to comply with numerous different mandated programs to ensure safe drinking water. The "America's Water Infrastructure Act" (AWIA) states that community water systems serving more than 3,300 people must develop and update the security assessments of their facilities, also known as a Risk and Resiliency Plan. As part of this plan, it has been determined that security fencing is strongly recommended around the Village's water facilities, to protect against any destructive behavior.

Staff investigated numerous project deliverables including design-build, Municipal Partnering Initiatives (MPI) bidding, and Request for Proposals. Due to security concerns, staff felt it was most prudent to request proposals from numerous local contractors we have experience with. After receiving proposals, staff then compared to existing MPI contracts and found the pricing from local vendors to be more favorable.

Staff is requesting approval of the proposal submitted by American Fence Professionals, Elk Grove Village, Illinois, in an amount not to exceed \$84,000, to install fencing at two of the smaller water facility sites. Staff is aware that both locations will require coordination and approvals through the Community Development and Planning Department processes. Staff is proposing a decorative black aluminum fence, similar to the one recently installed at Fire Station #3. Staff will coordinate these approvals and will follow the required notification processes for adjacent properties and residents to address any concerns that arise.

The local contractor and pricing information is provided below:

CONTRACTOR	BID
American Fence Professionals,	\$84,000
Durabilt Fence	\$93,945
Standard Fencing Company	\$95,540

Fence Solutions Company

\$101,884

The 2024 Water and Sewer Capital Fund Account 505-9001-550250 (WA2101), includes \$219,000 for the implementation of various phases of the Risk & Resiliency Plan.

RECOMMENDATION

It is recommended that the Village Board waive competitive bidding and approve the Water Station Security Fencing Project to American Fence Professionals of Elk Grove Village, Illinois, in an amount not-to-exceed \$84,000 as authorized in the attached Resolution.

ATTACHMENTS:

1. 2024_12_16_Station_Security_Fencing_Resolution and attachments

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF A CONTRACT
FOR SECURITY FENCING INSTALLATION AT WATER FACILITIES,
TO AMERICAN FENCE PROFESSIONALS, OF ELK GROVE VILLAGE, ILLINOIS

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

WHEREAS, in June 2024, Village Staff identified issues with the motor of Well #16, requiring emergency repair to prevent disruption to water supply access; and

WHEREAS, American Fence Professionals, Of Elk Grove Village, Illinois ("*Contractor*") provided a quote to the Village for the installation of security fencing at two water pumping facilities, within the Village, in the amount not to exceed \$84,000.00 ("*Contract*"); and

WHEREAS, the Village President and Board of Trustees have determined that it is appropriate to waive the advertising requirements set forth in Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1, for the Contract for the installation of security fencing at two water pumping facilities; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with the Contractor for the installation of security fencing at two water pumping facilities within the Village, is in the best interest of the Village and its residents;

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. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Contract for the installation of security fencing at two water pumping facilities, are hereby waived in accordance with Section 8-9-1 of the Illinois Municipal Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF CONTRACT. The Board of Trustees hereby approves the Contract by and between the Village and Contractor, in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Manager and Village Attorney.

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

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

AYES:

NAYS:

PASSED AND APPROVED THIS 16th day of December, 2024.

Village President

ATTEST:

Village Clerk

EXHIBIT A
CONTRACT

**VILLAGE OF ARLINGTON HEIGHTS
CONTRACT**

This Agreement is made and entered into this _____ day of _____, 2024,
between the Village of Arlington Heights "Village" and _____,
"Vendor."

In consideration of the mutual benefits that will result to the parties in carrying out
the terms of this Agreement, the parties agree as follows:

1. The Vendor agrees to do all the work, furnish all materials and all labor necessary
to complete the work in full compliance with all of the terms of this agreement and
the proposed specifications and the requirements of the Director under it;
2. The Village agrees to pay the Vendor based on unit prices for completion of the
work in accordance with the bid documents;
3. It is understood and agreed that the Bid Documents, Specifications, Addenda,
and the Bidder's response are all essential documents for the
_____ (INSERT PROJECT NAME) _____. They are attached and
hereby made part of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date
indicated above.

Attest:

Village of Arlington Heights

Clerk
(Seal)

By: _____
Title: _____
Date: _____

Attest:

Bidder:

Notary
(Seal)

By: _____
Title: _____
Date: _____

Subscribed & sworn before me this _____ day of _____ 2024.



Phone: 847-769-9893

Fax: 847-483-1355

QUOTATION

Estimate # **24-295.5**

Date: **11/13/2024**

Public Works Department
Village of Arlington Heights
Arlington Heights, IL 60005

phone 847-368-5845
cell
email mberkowitz@vah.com

Project Station 9
Thomas Tank

WE PROPOSE to furnish labor and materials necessary to install the fence at the above described property in accordance with the following:

Station 9 Total of 485 ft of black Aluminum Echelon + Majestic 3 rail, flat top and 19' cantelever gate
[59] Echelon Plus Majestic 3 Rail flat top 4"AG 6'h x 8'w panel black
[60] Echelon Plus 2-1/2" x 8'9" post w/cap black
[180] Echelon Plus standard bracket black f/1-1/4" x 1-7/16" rail
[1] TT-II Cantelever Majestic 2 rail Flat top 4"AG 6'h x 18'-20' open black
[2] CPI 4" SQ x 10' 11g post black
[2] CPI 3" SQ x 10' 12g post black
[1] Transport Travel Safety Kit Black
[1] Transport gate kit f/4"OS f/4" SQ post black
[130] 80lb/bg concrete mix
Socket f/orn tri groove nut
Paint black

Material, labor/resource Lump sum cost \$ 42,159

Thomas Tank

Total of 490 ft of black Aluminum Echelon + Majestic 3 rail, flat top and 19' cantelever gate
[62] Echelon Plus Majestic 3 Rail flat top 4"AG 6'h x 8'w panel black
[63] Echelon Plus 2-1/2" x 8'9" post w/cap black
[189] Echelon Plus standard bracket black f/1-1/4" x 1-7/16" rail
[1] TT-II Cantelever Majestic 2 rail Flat top 4"AG 6'h x 16'-18' open black
[2] CPI 4" SQ x 10' 11g post black
[2] CPI 3" SQ x 10' 12g post black
[1] Transport Travel Safety Kit Black
[1] Transport gate kit f/4"OS f/4" SQ post black
[126] 80lb/bg concrete mix
Socket f/orn tri groove nut
Paint black

Material, labor/resource Lump sum cost \$ 41,827

Sum of Station 9 & Thomas Tank Fencing & gates \$ 83,986
--

Submitted by AMERICAN FENCE PROFESSIONALS, INC.

Rich Wojtkowski

8/30/2024

Project Manager

Date





VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
12/16/2024

Item: Resolution Awarding a Contract for Automated Meter Reading System Professional Services for Set-Up, Implementation, and Training

Department: Public Works & Engineering

Item Description:

The 2024 Budget includes approximately \$3.2 million for Residential Meter and AMR System Replacement, necessary to complete the Village-Wide Water Meter Replacement Program intended to replace water meters and inventory water service material for all residential properties throughout the Village. Staff has provided regular updates to the Village Board through correspondence and contract approvals throughout the project.

With the exception of the approval of the Network as a Service (NaaS) and Software as a Service (SaaS) Agreements, this will be the last contract anticipated for this project. This contract will enable United Systems (the ITRON authorized vendor) to set-up the Cloud Server System, provide system implementation, on-site and remote training for Village Staff and integration and testing services for the Village-wide system.

This contract was identified during the project's initial proposal, but does not typically get awarded until at least 50% of the meters are installed – and the NaaS and SaaS agreements are approved. The contractor has already exceeded the required threshold of meters replaced and the agreements are before the Board tonight.

Staff has already had discussions with United Systems to develop an information plan to educate residents on the new tools available to them. Once this contract is approved, staff will coordinate efforts between both consultants and the Village's Communication and Outreach Manager to maximize outreach efforts.

Funds for these improvements are available in Account No. 505-9001-550250 WA0302.

RECOMMENDATION

It is recommended that the Village Board approve the Resolution that

awards a contract for all necessary implementation, setup, training and other related services required for the activation of the new water meter installation project to United Systems, of Benton, Kentucky, in an amount not to exceed \$96,688.

ATTACHMENTS:

1. 2024_12_16_United_Systems_Meter_Professional_Services_Resolution (1) and attachment

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH UNITED SYSTEMS OF BENTON, KENTUCKY
FOR PROFESSIONAL SERVICES REQUIRED FOR SETUP, IMPLEMENTATION, TRAINING, AND
OTHER SERVICES RELATED TO THE AUTOMATED METER READING SYSTEM

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

WHEREAS, in June 2024, Village Staff identified the need for software and system related implementation and training services; and

WHEREAS, United Systems, of Benton, Kentucky ("*Vendor*"), submitted a proposed contract to the Village for the provision of setup, implementation, training and other Automated Meter Reading System related services, in an amount not to exceed \$96,688.00 ("*Contract*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with the Vendor will serve and be in the best interest of the Village and its residents;

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

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

SECTION 2. APPROVAL OF CONTRACT. The Board of Trustees hereby approves the Contract by and between the Village and the Vendor, in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Manager and Village Attorney.

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

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS 16th day of December, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT



AMR / AMI | SOFTWARE | WATER LOSS



Date: November 14, 2024
Pricing valid for 60 days

Order Contract

For: Village of Arlington Heights
Attn: Scott Schweda
Email: Sschweda@vah.com
Phone: 847-368-5800

Prepared By:
Scott W. Smith, United Systems
P.O. Box 547 – 91 Southwest One Blvd, Benton, KY 42025
Phone: 270.527.3293 - Email: ScottS@united-systems.com

Qty	AMI Services- Itron Temetra Deployment & ComEd AMI integration	Unit Price - \$	Line Total - \$
1	Itron Project Implementation Services- Temetra AMI w/Portal <25,000 Tier	\$43,438.00	\$43,438.00
1	Temetra Cloud Server Setup Fees- one-time initial setup fee.	\$20,000.00	\$20,000.00
1	USS Training & Deployment Services. Includes 100 hours Remote & Onsite Services with 4 Onsite Trips & 10 Per diems. If additional services are needed beyond 100 hours, 4 trips and 10 per diems they will be invoiced at \$250/hr, \$995/trip, \$275/day per diem.	\$23,250.00	\$23,250.00
1	USS CIS Integration assistance, consultation & file testing. Does NOT include any fees your CIS Vendor may charge.	\$10,000.00	\$10,000.00
Total			\$96,688.00

TERMS AND CONDITIONS OF SALE

- All references in this document to "Seller" shall include United Systems & Software, Inc., or "USS", whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
- Buyer must execute a Network Service (NaaS) agreement with Commonwealth Edison and a Software Service (SaaS) agreement with Itron before this system can be deployed.
- Prices shown do not include any shipping costs. Actual shipping charges will be added to invoices if applicable.
- Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority.
- Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates; accordingly, (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
- Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
- Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
- Unless otherwise agreed in writing, payment terms are Net 10 days, payable in United States of America ("U.S.") dollars.

Purchase Authorization—Buyer agrees that this is a complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties relating to this Agreement.

This Agreement shall be effective as of this _____ day of _____, 2024.

Buyer Name & Title: _____

Seller Name & Title: Scott W. Smith / Territory Manager

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. Pricing is valid for sixty (60) days from the quotation date.



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: A Resolution Waiving Competitive Bidding and Approving an Agreement with Verde Solutions LLC of Chicago, Illinois, and an Ordinance Approving an Amendment to the 2024 Budget for the Installation of Solar Panels at the Public Works Facility

Department: Public Works & Engineering

Item Description:

In accordance with the Village Board's Goals and Strategic Priorities, staff has been evaluating the use of solar panels on Village properties since 2021. Staff has determined the Public Works Garage offers the most advantageous option due to its construction type, size, age, and location. The original roof was designed as a ballasted system. Removal of the ballast provides the structural support necessary for the solar panel installation. Through the budget process, staff was able to coordinate the phased approach to roof replacement into the current 2024 fiscal year completing the final step in advance of solar panel installation.

After analysis and discussion at the Committee-of-the-Whole meeting on September 9, 2024, the Village Board directed staff to pursue a Village-owned array.

Staff is recommending an agreement with Verde Solutions for the installation of 861 solar modules. These solar modules are capable of producing 613,785 kWh/year. They will be connected to the water pumping station on-site to reduce future utility costs. Verde has recently completed projects for College of Lake County and University of IL-Champaign. Staff has checked the references and recommends award.

The Village would be responsible for the upfront cost and installation of the solar panels. The panel installation would be paid at prevailing wage and follow all Federal and State – "Made in America" requirements under the Inflation Reduction Act (IRA). The estimated cost of the panels and installation is \$1,230,577.06. Due to the IRA, the Village is eligible for direct payment of Federal incentives covering 88% of the total upfront project costs. The cumulative cash flow analysis shows the Village will save approximately \$1,488,890 in the first 20 years of the expected 30+ year lifetime of the panels. The payback of the panels is estimated to be 5.1 years as the Renewable Energy Credits (RECS) are paid over time. The

Village is responsible for the maintenance and eventual removal of the system. Maintenance is minimal and the future removal costs are estimated to be \$184,000. Also attached is an application into the IL-Shines Incentive Program. The contract is contingent upon our acceptance into the program.

In addition to the proposed contract, Illinois Shines Incentive Program has a permit fee and collateral is required for entry into the program. These fees are included in the budgeted total cost of \$1,230,577.06. A budget amendment is necessary in order to allocate funding for the project. The Finance Department has prepared the attached budget amendment incorporating savings from the roof project and combining fund balance and capital contingency for the remainder of the necessary funding. With the proposed budget amendment, there is available funding in Account Number 401-7101-550200.

RECOMMENDATION

It is recommended that the Village Board waive competitive bidding and approve an engineering, procurement and construction services with Verde Solutions, LLC, Chicago, Illinois, in the amount not-to-exceed \$1,230,577.06 and authorize the Village Manager to execute any necessary documents per the attached Resolution.

It is also recommended that the Village Board approve the attached Budget Amendment Ordinance increasing the budget for BL9506-BUILDING-MAINT Roof Maintenance Program by \$498,600 by transferring \$200,000 from 401-7101-540960 Capital Contingency and funding the remaining \$298,600 from fund balance.

ATTACHMENTS:

1. AH -Resolution Approving Agreement for Installation of Solar Panels and attachments
2. Ordinance - PW Solar Roof Installation Budget Amendment

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING AN AGREEMENT
WITH VERDE SOLUTIONS LLC OF CHICAGO, ILLINOIS,
FOR ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES FOR INSTALLTION
OF A SOLAR ENERGY FACILITY ON THE VILLAGE PUBLIC WORKS FACILITY

WHEREAS, the Village is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, Verde Solutions LLC, of Chicago, Illinois ("*Verde Solutions*"), submitted a proposal to install a turnkey solar energy facility on the roof of the Village Public Works Facility, located at 222 North Ridge Avenue ("*Services*") for an amount not to exceed \$1,230,577.06; and

WHEREAS, the net cost to the Village for the Services, after receipt of grants and credits, will be \$137,434; and

WHEREAS, the Village and Consultant desire to enter into an agreement for the provision of the Services by Verde Solutions in an amount not to exceed \$1,230,577.06 ("*Agreement*"); and

WHEREAS, the Village President and Board of Trustees have determined that it is appropriate to waive the advertising requirements set forth in Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1, for the provision of the Services; and

WHEREAS, the Village President and Board of Trustees have determined that waiving the advertising requirements and entering into the Agreement with Verde Solutions will serve and be in the best interest of the Village;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Services and the Agreement are hereby waived in accordance with Section 8-9-1 of the Illinois Municipal Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The Board of Trustees hereby approves the Agreement by and between the Village and Verde Solutions, in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Verde Solutions; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval in the manner provided by law

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, _____

Village President

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT

Distributed Generation with Illinois Shines

on-site solar serving the energy needs of your home or business



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Through the program, Illinois electric utilities provide payments to Approved Vendors in exchange for 15 or 20 years of Renewable Energy Credits (RECs) generated by new solar projects. Approved Vendors are solar companies that are vetted and approved to participate in Illinois Shines. Approved Vendors may use Designees, who are also registered with the program, to help with sales, marketing, and installation work.

What Is Distributed Generation?

A distributed generation solar project generates electricity that is used on-site. It can be installed on a roof or built on the ground at a home or business.

What Are RECs?

RECs represent the environmental attributes of the electricity generated from solar panels, but not the electricity itself. Whoever owns the RECs has the right to say they used that solar power. By participating in Illinois Shines, the RECs from your solar project will be transferred to an Illinois electric utility. The sale of your RECs will not affect your solar project's production or your ability to use the electricity generated by your solar project. Utilities purchase RECs to meet their obligation to supply a certain amount of power from renewable energy.

For more information on RECs, see a video at vimeo.com/113250210

Will I Be Paid Directly For the RECs My Solar Project Generates?

Your Approved Vendor will receive an incentive payment from the electric utility for the RECs your project will generate over time. Your Approved Vendor may pass along a portion of the incentive payment to you, or they may use the payment to reduce the amount you pay for your solar project (such as a lower purchase price or lower lease rate). **If your Approved Vendor passes along part of the incentive payment to you, this may happen several months after your project is installed.** Illinois Shines is not a rebate program, and the State of Illinois **does not** make direct payments to customers.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



What Are the Ownership and Financing Options When Installing Solar?

The most common options are 1) **PURCHASE**: buy the project outright or finance with a loan 2) **LEASE**: make regular payments to the project owner, or 3) **POWER PURCHASE AGREEMENT (PPA)**: pay the project owner for the electricity generated by the project at an agreed upon per kilowatt-hour rate. If you lease or sign a PPA, you don't own the solar project, but you get to use the electricity generated by the solar project.

When deciding on the best option for you, consider:

- If you're buying the project, how much will it cost? Will you take out a loan to pay for it? How do the loan payments compare to projected reductions in your monthly electric bill?
- If you're leasing the project, how much is your monthly lease payment? How does that compare to projected reductions in your monthly electric bill? Do you have to put money down at the start?
- If you're signing a PPA for the project, how much is the per kilowatt-hour price for the energy produced? How does that compare to your current electricity rate? Do you have to put money down at the start?
- Does your lease or PPA include an escalation clause that increases the amount of payments over time? If so, by how much do payments increase?

Going solar is a significant financial commitment, so exercise the same caution you would when making other major consumer decisions. It is good practice to get quotes from at least three companies and to check references.

You should take the time you need to compare offers and to fully understand the contract before signing.

How Do I Know If I Will Save Money By Going Solar?

You are not guaranteed to save money unless your contract includes an explicit guarantee. The questions below will affect whether you save money. You can answer some questions yourself, while others can be answered by your installer or sales agent.

What per kilowatt-hour rate am I currently paying for electricity?

The higher the electricity rate before you go solar, the more money you can potentially save.

Is my roof good for solar?

The direction your roof faces and how much shade it gets will affect how much electricity a roof-mounted solar project will generate. The roof's condition should also be considered.

How much electricity will the solar project generate?

If your solar project produces more electricity than you use over an annual period, you may not receive value for all the electricity generated.

Will I receive any money for the RECs?

The Approved Vendor will be paid by a utility for your solar project's RECs. The Approved Vendor may pass along a portion of this payment or may use the payment to reduce your cost of going solar.

Can I use the federal Investment Tax Credit?

If you buy your project, you may qualify for a substantial federal income tax credit. Consult your tax adviser.

How long do I expect to stay in my home or business location?

If you lease or sign a PPA, you may be required to buy out the contract if you move. Read your contract closely to understand what happens if you move.

What Is Net Metering and How Do I Enroll?

Net metering measures extra electricity your solar project produces and sends to the electric grid, and credits you for it on your electric bill. To participate in net metering, an application must be submitted to your electric utility.

Make sure you understand if your solar provider will submit a net metering application on your behalf for the solar project. Failure to enroll may significantly decrease the financial value you receive from your solar project.

Consumer Protection

Your solar provider is required to provide you with this informational brochure and a standard Disclosure Form. Review your Disclosure Form carefully and use it to compare offers from other Illinois Shines Approved Vendors. You must receive and sign the Disclosure Form before you sign an installation contract. Other Illinois Shines consumer protections include:

- If you sign a contract for a solar project 25 kW or smaller, you can cancel without penalty within the period allowed by your contract or law, which cannot be less than three calendar days.
- Illinois Shines sets out requirements for what information and terms must be included in your installation contract.
- Only Approved Vendors may submit solar project applications to Illinois Shines; these companies are vetted by the Program Administrator.
- Dedicated Program Administrator staff answer questions and assist in resolving customer complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

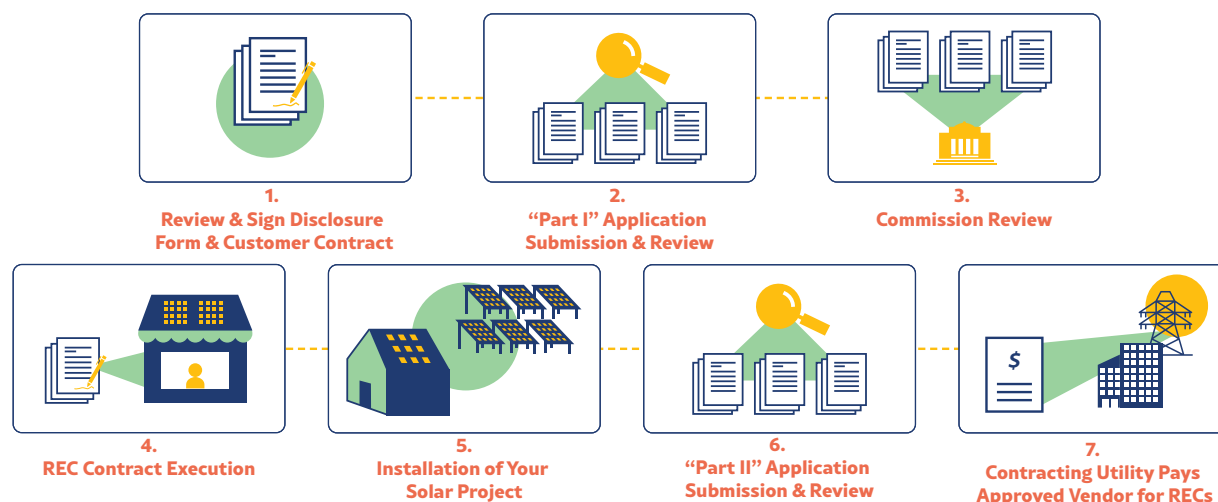
For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.

This document provides information on the major steps in the Illinois Shines program for customers interested in installing a solar project on their property. Illinois Shines (also known as the Adjustable Block Program) is administered by the State of Illinois.



1. Review & Sign Disclosure Form and Customer Contract

Your Approved Vendor or its Designee must give you a copy of the Illinois Shines informational brochure and the standard Disclosure Form. Once you have signed the Disclosure Form, you can then sign your Installation Contract. It's important to carefully review and understand these documents before you sign them.

-  Your Approved Vendor cannot begin the process of applying for your solar project to be part of the Illinois Shines program until you sign the Disclosure Form.

2. "Part I" Application Submission & Review

The Approved Vendor completes an initial "Part I" application for your solar project to be part of the Illinois Shines program. The Approved Vendor groups your solar project with other projects and submits them as a "batch" to the Program Administrator, who reviews and verifies the applications.

-  If there are errors in an application, the Approved Vendor has 14 days to correct the errors. Your Approved Vendor may need to contact you to obtain information and correct any errors.

Key Terms:

Approved Vendor — Solar contractor or developer that enrolls your solar project in the Illinois Shines program, and also sells the Renewable Energy Credits ("RECs") generated from solar projects to the Contracting Utility.

Designee — Works with an Approved Vendor to do marketing, enroll customers, install projects, or other activities.

Contracting Utility — Utility company (Ameren Illinois, ComEd, or MidAmerican) that contracts with your Approved Vendor to buy the RECs from your solar project. May be different that your Service Utility.

Service Utility — Utility company in whose service area your solar project is located. Your Service Utility might be a municipal electric utility or rural electric cooperative. Also, your Service Utility will not always be the same as your Contracting Utility.

3. Commission Review

The Program Administrator sends batches of verified applications to the Illinois Commerce Commission for approval.

-  The Commission will review the applications and approve the corresponding Renewable Energy Credit (REC) Contracts between your Approved Vendor and the Contracting Utility. The Commission meets approximately every 2 weeks and the applications must be submitted 8 business days prior to a Commission meeting in order to be considered.

4. REC Contract Execution

Within 1-2 weeks of approval by the Commission, the Contracting Utility signs the contract and sends it to your Approved Vendor, which then signs the contract within 7 business days. Under the REC Contract, your Approved Vendor sells the RECs produced by your solar project to the Contracting Utility.

-  The Approved Vendor must also provide collateral to the Contracting Utility for each project. Some Approved Vendors charge a fee to the customer to cover this cost, **but many do not**.

5. Installation of Your Solar Project

Your Approved Vendor or its Designee installs your solar project! They will also work with your Service Utility to connect your project to the electricity grid and to get it up and running. The timing for your solar project's installation will depend on the installer's schedule and the size of your project.

-  If you sign up for net-metering with your Service Utility, you should start seeing credits on your bill from the electricity that your solar project generates generally within 1-2 months.

6. "Part II" Application Submission & Review

This includes final details and documentation about your solar project. The Program Administrator may need a few months to review and approve the second application. If there are any problems with the application, the Approved Vendor has 14 days to correct the issue.

-  Your Approved Vendor has up to 18 months after approval of the "Part I" application and the REC contract to actually install the project and get it running. Your Approved Vendor cannot submit the final "Part II" application until your solar project is installed and up and running.

7. Contracting Utility Pays Approved Vendor for RECs

The Approved Vendor sends an invoice to the Contracting Utility. For projects 25 kW in size or smaller, the Contracting Utility provides a lump sum payment for the RECs that your project will generate over the next 15 years. Depending on your Installation Contract with your Approved Vendor, a portion of this payment may be passed on to you, or the value of the payment may already be passed through in decreased project costs.

-  Approved Vendors send invoices to the Contracting Utilities four times per year. The Contracting Utility has 1 month to pay an invoice after receipt. Any pass-through payment to you would be based on the terms of your Installation Contract.

If you are curious about the status of your application, please use the application lookup tool:

www.illinoisshines.com/project-status

To learn more about some of the entities involved in the Illinois Shines program as well as the types of contracts that are described in this guide, please see the program website at www.illinoisshines.com.

Illinois Shines Solar Project Purchase Disclosure Form

Solar Project Purchase Disclosure Form - ID# 786833

Illinois Shines is a state solar incentive program. An installer or other vendor is required to provide you with this disclosure form so that you have accurate information about the solar project, including its size, cost, operations, warranties, and financial benefits. More information about Illinois Shines is available at [www.IllinoisShines.com](https://illinoisshines.com) and a guide to understanding your disclosure form is available at <https://illinoisshines.com/consumer-protection/disclosure-form-resources>. Another state solar incentive program, Illinois Solar for All, is available for income-eligible customers and includes savings guarantees (visit www.IllinoisSFA.com for more information).

This form is not a substitute for your contract. Carefully read your contract before signing. You may want to compare offers from multiple installers or Approved Vendors. You should take whatever time you need to shop around and to fully understand the contract before signing.

If you are unable to resolve a complaint with your installer or Approved Vendor, you may contact the Illinois Shines Program Administrator by emailing complaints@illinoisshines.com or by calling (877) 708-3456. If you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may also be able to help; call (800) 243-0618 or visit <https://illinoisattorneygeneral.gov/File-A-Complaint/>.

Contact Information

Customer Information	
Name	Cris Papierniak
Address	222 N Ridge Ave, Arlington Heights, IL 60005
Phone	847-368-5800
Email	cpapierniak@vah.com
Service utility	ComEd
Customer type	Large Commercial/Industrial

Approved Vendor	
Legal Name	Verde Solutions LLC
Marketing Name	Verde Solutions
Address	2211 N Elston Ave 208, Chicago, IL 60614
Phone	312-445-9959
Email	solar@verdesolutions.com

Project Seller	
Legal Name	Verde Solutions LLC
Marketing Name	Verde Solutions
Address	2211 N Elston Ave 208, Chicago, IL 60614
Phone	312-445-9959
Email	solar@verdesolutions.com

Project Installer — Your installer will be one of the following:	
#1	Continental Electrical Construction Company d/b/a Continental Energy Solutions
#2	Kelso Burnett Co d/b/a Kelso Burnett Co
#3	Homestead Electrical Contracting, LLC d/b/a Homestead Electric

Project Purchase Information and Costs

If your purchase of the solar project will be financed through loans or other means, this may add to the overall costs.

Payment	When Payment is Due	Amount
Deposit or payment at contract signing	At contract signing	\$239,754.00
Deposit or payment at installation	At start of installation	\$479,508.00
Amount of final payment due to seller	Permission to Operate	\$119,877.00
Amount of any other payments for the project	Substantial Completion	\$359,631.00

Fees that will apply	Amount	When Due	# of Payments	Amount
IL Shines Application Fee	\$7500	SREC Contract Signed	1	\$7,500.00
Utility Collateral Held	\$24307.06	SREC Contract Signed	1	\$24,307.06

Total amount paid, including purchase price and above fees, for duration of contract

\$1,230,577.06

Illinois Shines Incentive Payment

You may be eligible for other incentives related to your solar project, including a federal solar tax credit.

Expected value of incentive payment that will be received by the Approved Vendor for the solar project if accepted into Illinois Shines program (acceptance not guaranteed)	\$485,448.60
Amount of the incentive payment that the Approved Vendor will pass on to the customer	\$464,056.93
<i>This payment amount may change if project specifications change</i>	
<i>This does not include money withheld as collateral - see Collateral Charge and Possible Refund section below.</i>	
Is the installation contract contingent upon selection for the Illinois Shines incentive?	Yes
When will Approved Vendor submit an application for the project to Illinois Shines?	Within 60 days of interconnection approval

Collateral Charge and Possible Refund

Your Approved Vendor will withhold part of the REC incentive payment as collateral in case your solar project does not generate as many Renewable Energy Credits (RECs) as expected. This collateral may be refunded later.

Amount of collateral	\$24,307.06
Estimated date for return of collateral fee	30 days after completion of 15 year REC Contract
Conditions for return of collateral fee	Fulfillment of terms of 15 year REC Contract

Project Installation

Estimated start date of project installation	Mon, 15 Sep 2025
Estimated completion date of project installation	Fri, 5 Dec 2025
Estimated date for seller to furnish a mechanic's lien waiver	12/12/2025
Who is responsible for submitting a project interconnection application to your local service utility?	Seller

Project Design Specifications

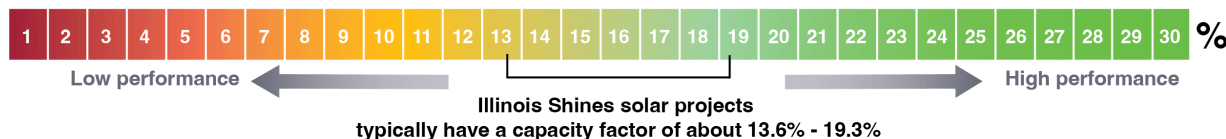
Project Size (size of project as built may vary by the greater of 1kW or 5%)	375.00 kW AC 503.70 kW DC
Estimated total annual electricity production in first year	613,785.00 kWh

Expected life of the project	30 years
Mounting location	Roof mounted

Project Performance

A solar project's performance can be affected by the type of solar panel used and placement of the panels. For example, solar panels that do not face south, are at too steep or flat of an angle, or are shaded will not produce as much electricity. The capacity factor reflects a project's expected production and can be used to compare design and expected performance between project proposals.

Your project's estimated capacity factor for the first 15 years is: 18%



Explanation: Helioscope production model

Net Metering and Distributed Generation Rebate

You may be eligible for net metering, which credits your electric bill for excess generation from your solar project. Net metering credits can have a significant impact on the financial benefits of your solar project. **To participate in net metering, an application must be submitted to your electric utility.** Please note that net metering for new ComEd, Ameren, and MidAmerican solar customers is changing in 2025, but net metering is not being eliminated. For more information on net metering, including credit amounts, how credits roll over, and whether credits expire, please see <https://illinoisshines.com/consumer-protection/disclosure-form-resources>.

An application will be submitted for your project to receive the Distributed Generation Rebate.

Your electric utility will provide an upfront lump-sum payment, but **you may receive a lower net metering rate.** Please see <https://illinoisshines.com/consumer-protection/disclosure-form-resources> for more information.

Rebate Amount	\$125,925.00
Who keeps the rebate payment	Customer

Project Operations, Maintenance, Warranties, and Guarantees

Project maintenance (operational upkeep)	Not Included
Project repairs (fixing malfunctioning project)	Included - provided by Seller for 5 years
Warranties related to improper installation	Included - provided by Seller for 5 years
Manufacturer's warranty for solar panels?	Included for 30 years
Manufacturer's warranty for project inverter?	Included for 20 years
Warranty against roof leaks from installation	Included - provided by Seller for 5 years
Is the seller providing a project guarantee?	None
Insurance for loss or damage to the project	Not Included

If You Move

Requirements for including the transfer of your solar project as part of a real estate transaction if you sell your home or business.

Warranties transfer

Additional Information from Project Seller

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

Signature _____

Date _____



Go Green Get Ahead

EPC CONTRACT (Engineering, Procurement, Construction)

This EPC Contract (“Agreement” or “Contract”) is made this ____ day of _____, **2024** by and between **Village of Arlington Heights**, the “Owner”, and **Verde Solutions LLC**, the “Contractor”, to perform the work identified herein, all in accordance with the Contract Documents for the purpose of providing a turnkey, engineered, and constructed Solar Energy Facility (as defined below). Contractor and Owner may singularly be identified as “Party” and collectively as “Parties”.

GENERAL PROJECT INFORMATION

Owner Name: Village of Arlington Heights

Site Address: 222 N Ridge Avenue, Arlington Heights, IL 60005

Contractor Name: Verde Solutions LLC

Contractor Address: 2211 N Elston Ave, Suite 208, Chicago, IL 60614

**Contract Amount: One million one hundred ninety-eight thousand seven hundred seventy dollars
(\$1,198,770.00)**

System Size: 503.70 kW-DC

Labor Type: ☐ Non-Prevailing Wage ☐ Prevailing Wage ☒ Union

The Owner and Contractor Agree as follows:

ARTICLE 1 **DEFINITIONS**

For purposes of this Contract (defined below), and its Attachments, the defined terms herein shall have the meaning set forth as follows:

- 1.1 “Agreement” and “Contract” shall mean this contract and all attachments attached hereto which are incorporated herein, as the same may be amended or modified from time to time in accordance with the provisions hereof, including any Change Orders executed in accordance with this Contract.
- 1.2 “Application for Payment” shall mean an invoice from the Contractor for a progress payment and any supporting documentation necessary to evidence Contractor’s completion of the Work covered by the Application for Payment.

- 1.3 “Certificate of Final Completion” shall mean the written certificate executed by Owner and Contractor in Exhibit I.
- 1.4 “Certificate of Substantial Completion” shall mean the written certificate executed by Owner and Contractor in Exhibit H.
- 1.5 “Change” shall mean any material addition to, deletion from, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, or other modification that constitutes a material change to the Scope of Work.
- 1.6 “Change order” shall mean a written document signed by both Contractor and Owner that authorizes Contractor to perform a change to the Scope of Work. The Change order shall modify the Scope of Work and shall identify: (1) the Change to the Scope of Work; (2) any additional compensation or reduction in compensation to be paid to Contractor to perform such Change and (3) any extensions of Time to the project schedule to perform such change.
- 1.7 “Commissioning” shall mean the set of tests and procedures to be performed on the Solar Energy Facility as described in Exhibit E.
- 1.8 “Contract Amount” shall mean the amount that Owner shall pay to Contractor for performing the Work, provided that the Contract Amount may be increased or decreased if the parties execute a Change Order to reflect a change in the actual system size or other change, as described in ARTICLE 5 hereto.
- 1.9 “Final Completion” shall occur on the date when (i) the Work, including Punchlist items has been completed; (ii) the Solar Energy Facility is operational and fully commissioned; (iii) Contractor has delivered to Owner completed and signed permit cards for the Solar Electric Facility; and (iv) Contractor has delivered to Owner confirmation that utility has passed all inspections, approved all plans, has passed technical approval and completed all necessary tasks to request Permission To Operate (PTO).
- 1.10 “Final Completion Date” shall mean the date in which the Certificate of Final Completion submitted by Contractor has been accepted by Owner or at such other time as the Contractor is deemed to have achieved Final Completion as set forth in Section 4.4.
- 1.11 “Notice To Proceed” shall mean the written notice provided by Owner to Contractor to proceed with the Project.
- 1.12 “Notice of Final Completion” means Contractor’s written notice to the Owner that Contractor believes that it has achieved Final Completion of the Project.
- 1.13 “Notice of Substantial Completion” means Contractor’s written notice to the Owner that Contractor believes that it has achieved Substantial Completion of the Project.
- 1.14 “Project” means the construction of the Solar Energy Facility at the site, as more specifically set forth in the Scope of Work and Specifications attached to this Agreement.
- 1.15 “Punchlist” shall mean a list provided by Owner to Contractor within ten (10) days of Contractor’s Notice of

Substantial Completion of items of unfinished Work that do not preclude Owner's beneficial use of the Solar Energy Facility and can be completed within thirty (30) days, or a reasonable period if there are mutually agreed upon externalities that preclude such thirty-day period, and without material interference with Owner's operations.

- 1.16 "Site" shall mean the area or areas at the Site Address where the Solar Energy Facility will be installed.
- 1.17 "Solar Energy Facility" shall mean the entirety of the solar generating system, its electrical and mechanical components, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, conduit, and other elements installed as part of the Work.
- 1.18 "Substantial Completion" shall be deemed to occur on the date when 100% of all solar modules, inverters, and racking are installed, and all wiring from the solar modules to AC disconnects is electrically complete.

ARTICLE 2

CONTRACT PAYMENT

- 2.1 The Owner agrees to pay the Contractor for satisfactory performance of Contractor's Work (as hereinafter defined) the sum of **One million one hundred ninety-eight thousand seven hundred seventy dollars (\$1,198,770.00)** ("Contract Amount") at such times and in such amounts as defined on Exhibit D hereto (Schedule of Values). The Contract Amount shall be increased or decreased by the amount of any Change Orders, as described in Article 5.
- 2.2 The cost of utility required changes to interconnect and the cost of potential structural reinforcements to the building are the responsibility of the Owner and are not included in the Contract Amount. If the cost of required utility changes to interconnect or the cost of structural reinforcements to the building exceed **\$25,000** in aggregate, the Parties will attempt in good faith to renegotiate the terms of this Agreement based on the additional costs. If the Parties are unable to renegotiate the terms of this Agreement within 10 business days, Owner shall have an option to terminate this Agreement.
- 2.3 This Agreement can be terminated by Owner if Project is not awarded Solar Renewable Energy Credits (SRECs) from the Illinois Power Agency's Adjustable Block Program.
- 2.4 If Owner terminates this Agreement pursuant to Section 2.2 or 2.3 above, a termination fee of 1% of the total Contract Price will be due to the Contractor to cover costs incurred. Any additional monies paid by the Owner to the Contractor above and beyond this fee will be refunded to the Owner within 10 business days of termination.
- 2.5 Contractor shall furnish an Application for Payment to Owner after Contractor achieves each of the milestones described in the Schedule of Values attached hereto as Exhibit D.
- 2.6 Subject to these terms, any payments made to the Contractor for Work will be made in accordance with IL Prompt Payment Law. The final payment of any balance due to the Contractor of the Contract Amount shall be made to Contractor no later than sixty (60) days after the Contractor has achieved Final Completion and submitted final waivers.

- 2.7 ~~Following~~ Prior to payment in full of the Contract Amount (including any increase or decrease as a result of Change Orders), Contractor shall provide a conditional lien waiver and upon receipt of full payment a full and final unconditional lien waiver as well as lien waivers from any supplier or subcontractor of Contractor as requested.

ARTICLE 3

CONTRACT DOCUMENTS and SCOPE OF WORK

- 3.1 The “Contract Documents” consist of this Contract, all exhibits and other documents incorporated herein by reference, and any items defined or referred to therein as Contract Documents, which may include, without limitation, general, supplementary and other drawings, plans, specifications, schedules, and all modifications (including change orders as hereinafter described) issued subsequent hereto. Any general description herein of the scope and quality of Contractor’s Work shall be subordinate to any more specific or detailed descriptions that may be stated in any exhibit hereto and elsewhere in other Contract Documents. Until final geotechnical design and electrical and structural engineering has been completed the project cost and schedule may be subject to change. Owner and Contractor have examined the Contract Documents, acknowledge the Contract Documents to be suitable for Owners intended purpose and said Contractor’s Work and sufficient for their intended purposes, and each agrees to perform the obligations set forth herein including Contractor’s Work and to complete same in full and strict accordance therewith and to the reasonable satisfaction of Owner and Contractor.
- 3.2 The “Work” of the Contractor to be performed pursuant to this Agreement is generally, although not exclusively, identified in Exhibit “B”, “Scope of Work”, attached hereto and made a part hereof. The drawings, plans and specifications (the “Specifications”) for Contractor’s Work are expressly made a part hereof as Exhibit “A”.
- 3.3 Contractor shall perform the Work described herein in a good and workmanlike manner and in accordance with the Specifications and Scope of Work.
- 3.4 Contractor covenants and agrees to perform all Work and labor in accordance with all federal, state and local laws, codes and regulations applicable to the Project and that it has, or will obtain reasonable licenses, permits, and authorizations to perform the Work.

ARTICLE 4

SCHEDULE OF WORK

- 4.1 Owner shall deliver a Notice to Proceed to Contractor no more than thirty (30) days following the execution of this Agreement. The Work for the Project shall commence following Owner’s delivery of a Notice to Proceed. Contractor shall be under no obligation to purchase any products, goods or equipment to be installed until delivery of the Notice to Proceed issued by Owner. The schedule is subject to modification as otherwise stated in this Agreement. The Initial schedule is attached as Exhibit C to this Agreement. Contractor shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, extreme weather events, terrorism, strikes or labor disputes, embargoes, government orders, utility delays or requirements or any other force majeure event.
- 4.2 At such time as Contractor believes that it has achieved Substantial Completion of the Project, it will deliver Notice of Substantial Completion to Owner. Owner will within ten (10) working days after Owner’s receipt of the

Notice of Substantial Completion shall either (i) deliver to Contractor a written certificate stating that the requirements for Substantial Completion of such System have been met (the Certificate of Substantial Completion), or (ii) notify Contractor in writing that such requirements have not been met, stating the reasons therefore. If Owner certifies that such requirements have been met, then the date of the Notice of Substantial Completion will be deemed to be the date Substantial Completion of such System has been achieved. In the event Owner notifies Contractor that such requirements have not been met, Contractor will promptly take such actions as will cause such requirements to be met, and upon meeting such requirements, Contractor will issue to Owner another Notice of Substantial Completion for such System with a new date. Such procedure will be repeated as necessary until Owner certifies that such requirements have been met. Should Owner fail to make any notification to the Contractor within the aforesaid ten (10) working day period after its receipt of Notice of Substantial Completion, then the System shall be deemed to have achieved Substantial Completion as of the date of the Notice of Substantial Completion and Contractor shall be authorized to execute the Certificate of Substantial Completion on Owner's behalf.

- 4.3 When Contractor has achieved Substantial Completion, Contractor will prepare and deliver to Owner a prepared Punchlist list setting forth those minor, non-operational items that remain to be performed to complete the Work required and the proposed time limits within which Contractor will complete such remaining Work. Upon its receipt of Contractor's prepared Punchlist, Owner will review and direct Contractor to make any appropriate or necessary revisions to the same, after which Owner's authorized representative and Contractor's authorized representative will consult in good faith to agree upon the definitive, final Punchlist, including the approved time limits within which Contractor will perform such remaining Work. Once the final Punchlist is agreed upon, Contractor will immediately begin work on the items thereon.
- 4.4 At such time as Contractor believes that it has achieved Final Completion of the Project, it will deliver Notice of Final Completion to Owner. Owner will within ten (10) working days after Owner's receipt of the Notice of Final Completion shall either (i) deliver to Contractor a written certificate stating that the requirements for Final Completion of such System have been met (the Certificate of Final Completion), or (ii) notify Contractor in writing that such requirements have not been met, stating the reasons therefore. If Owner certifies that such requirements have been met, then the date of the Notice of Final Completion will be deemed to be the date Final Completion of such System has been achieved. In the event Owner notifies Contractor that such requirements have not been met, Contractor will promptly take such actions as will cause such requirements to be met, and upon meeting such requirements, Contractor will issue to Owner another Notice of Final Completion for such System. Such procedure will be repeated as necessary until Owner certifies that such requirements have been met. Should Owner fail to make any notification to the Contractor within the aforesaid ten (10) working day period after its receipt of Notice of Final Completion, then the System shall be deemed to have achieved Final Completion as of the date of the Notice of Final Completion and Contractor shall be authorized to execute the Certificate of Final Completion on Owner's behalf.

ARTICLE 5

CHANGES

- 5.1 Should Contractor, Contractor's lender or any public body or inspector direct any modification or addition to the Work, the cost shall be added to the Contract Amount. Each modification or addition to the work shall be incorporated into a written change order that shall be signed by Owner and Contractor ("Change Order"). Each Change Order shall include, at a minimum, the following information:

- a. the Change to the Scope of Work;

- b. any additional compensation or reduction in compensation to be paid to Contractor to perform such Change; and
- c. any extensions of Time to the project schedule to perform such change.

5.2 Each Change Order shall be subject to the terms and conditions of this Agreement. The cost of the Change Order will include the direct labor, material and subcontracted costs plus supervision, general conditions, overhead and profit. If there is a deductive Change Order, the direct costs of the change will be credited back to the Owner. Expenses incurred because of unusual or unanticipated conditions (such as inadequate roof support structure or inadequate electrical service) shall be paid for by Owner as extra work. Any Change Order for extra work shall be paid in full as provided in the Change Order or if not specifically state, at the completion of the extra work covered by the Change Order.

5.3 For clarification purposes, all costs associated with a code violation or correction as noted by an inspector resulting from Contractor's Work, are the responsibility of the Contractor and will not result in a Change Order.

ARTICLE 6

INSURANCE

6.1 The Contractor shall purchase from and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below that may arise out of or result from the Contractor's operations under the Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor, by a Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. claims for damages insured by usual personal injury liability coverage;
- e. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- g. claims for bodily injury or property damage arising out of completed operations.

6.2 The insurance required by Section 6.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date

of final payment and termination of any coverage required to be maintained after final payment.

INDEMNIFICATION

- 6.3 Contractor shall indemnify, hold harmless and defend Owner and all of its officers, directors, agents, employees, consultants, subcontractors, and workers, from and against all claims, damages, fines, penalties, losses and expenses, including attorney's fees, arising out of or resulting from the performance of Contractor, but only to the extent caused by any negligent act or omission or non-performance hereunder by Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable.
- 6.4 Owner shall indemnify, hold harmless and defend Contractor and all of its officers, directors, agents, employees, consultants, subcontractors, and workers, from and against all claims, damages, fines, penalties, losses and expenses, including attorney's fees, arising out of or resulting from the performance of Owner, but only to the extent caused by any negligent act or omission or non-performance hereunder by Owner or anyone directly or indirectly employed by it or anyone for whose acts it may be liable.

ARTICLE 7 **GENERAL LIABILITY**

- 7.1 As part of Contractor's Work, Contractor agrees, at its sole cost and expense, to furnish, provide and pay for any and all labor, tools, fasteners, equipment, materials, supplies, transportation, and supervision, together with any and all taxes, fringe benefits and expenses related thereto, used or employed by Contractor to perform the Work.
- 7.2 Owner acknowledges and agrees that Contractor's scope of work does not include the following works:
- a. Any cost associated with municipal design or architectural review, or other specialty permits. This includes notification of neighbors or additional drawings required.
 - b. Correction of substandard framing.
 - c. Any expenses incurred to correct pre-existing deficient conditions or code violations.
 - d. Removal and replacement of existing dry rot or insect infestation.
 - e. Moving any of Owner's property around the site.
 - f. Removal of any Asbestos that Contractor may be exposed to during construction.
 - g. Cost to replace or source broken roof tiles.
 - h. Failure of surrounding part of existing structure, despite Contractor's good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within pipes.
 - i. Owner acknowledges that Contractor is not responsible for pre-existing roof condition and normal wear and tear during installation. Contractor recommends that Owner replace roof that has less than 10-years of expected usable lifetime prior to commencement of Project.
 - j. Internal conduit runs (quoted with external conduit runs)
 - k. Removal and or replacement of lightning protection systems if required
- 7.3 Owner acknowledges that Owner will be responsible for each of the following items if required in connection with the Project:
- a. Upgrade of Owner's existing electrical service/panel or building electrical grounding system.
 - b. Painting of conduit or other electrical boxes.

- c. Structural reinforcement of building
- d. Cost of roof mechanical attachments and associated labor, if needed
- e. Utility Interconnection or meter replacement costs.
- f. Installation of any smoke detectors, sprinklers, or life safety equipment required by city/county as a result of the Project.
- g. Any removal or relocation of equipment, obstacles or vegetation in the vicinity of equipment or components.
- h. Preparation or implementation of a Stormwater Pollution and Prevention Plan if required by city/county.
- i. Repair of damage to concealed underground pipes, conduits and utilities or other underground equipment not physically staked out by Owner, JULIE - Illinois One Call, or Contractor.
- j. Any code or service upgrades, if required, will be performed under a contract addendum, by site.
- k. Any job-site traffic control, barricades, and associated permits, if required, will be provided by or through the Owner at the Owner's expense.

ARTICLE 8

WARRANTY

- 8.1 Contractor warrants its labor included in the Work against (i) material deficiencies and defects in workmanship; and (ii) material non-conformities to the Contract Documents. Contractor agrees to satisfy and remedy the same without cost to Owner for a period of five (5) years from the date of Substantial Completion of the Project. Contractor's warranty obligations shall survive completion and acceptance of the Contractor's Work and Project and termination of this Contract.
- 8.2 Unless required by the Contract Documents, Contractor will take no action that may prevent material and production warranties from passing directly from vendor and/or manufacturer to Owner. Further, Contractor warrants that all materials, machinery, systems and equipment furnished and incorporated pursuant to this Agreement shall be new unless otherwise specified.
- 8.3 CONTRACTOR HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OTHER THAN THAT SET FORTH IN THE ABOVE PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM A DEFECT IN THE GOODS OR NONCONFORMITY IN THE VENDOR'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER OR FROM THE FAILURE OF THE GOODS. IN NO EVENT SHALL OWNER RECOVER DAMAGES IN EXCESS OF THE CONTRACT AMOUNT. OWNER WAIVES ANY AND ALL RIGHT TO DAMAGES IN THE EVENT THAT OWNER ELECTS TO REJECT THE GOODS OR REVOKE ACCEPTANCE THEREOF.

ARTICLE 9

SUBCONTRACTORS

- 9.1 Contractor may delegate its duties and performance under this Contract and shall have the right to enter into agreements with any subcontractors and other service providers (together, "Subcontractor(s)") to perform the Work hereunder; provided, however that such delegations do not relieve Contractor from liability or its obligations to Owner under this Contract.
- 9.2 Contractor shall not be required to obtain Owner's approval of Contractor's Subcontractors; however, Owner

shall have the right to require that Contractor remove and replace any Subcontractor that commits gross negligence related to the Project that is not timely corrected or mitigated.

ARTICLE 10

INDEPENDENT CONTRACTOR

- 10.1 Parties hereto agree that Contractor, and any agents and employees of Contractor, its subcontractors and/or consultants, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of Owner.

ARTICLE 11

FORCE MAJEURE

- 11.1 The obligations of the parties hereunder (other than any payment obligation) shall be suspended upon the occurrence of an event of force majeure, i.e. any event beyond the control of a party hereto which interferes with the performance of the contract by that party, including but not limited to war (whether declared or not), invasion by foreign armies, rebellion, revolution, insurrection, military or usurped power, civil war, riot, fire, flood, hurricane, tornado, the promulgation of government orders or regulations, the inability to obtain an export license, strike, industrial action, lockout, plague, pestilence, or any other act of nature or god, or the unavailability of labor or materials due to an event of force majeure. Upon the cessation of the event of force majeure, the obligations here under shall be reinstated, except that all time references in this Contract shall be extended by a number of days equal to the number of days constituting the duration of the said event. If, however, the event of force majeure shall continue for six (6) months without abatement, either party shall have the right to give written notice to the other of the termination of the Contract, and thereafter the parties shall equitably apportion the costs incurred to date.

ARTICLE 12

GENERAL PROVISIONS; ARBITRATION OF CERTAIN DISPUTES

- 12.1 This Contract contains the entire integrated agreement between the parties. Any Agreement hereafter made shall be ineffective to change, modify or discharge this Contract in whole or in part, unless such Agreement is in writing and signed by both Owner and Contractor. All verbal or written negotiations, Agreements and representations made or conducted by or between either party prior to the date of this Contract are hereby voided and shall not serve to supplement, vary or contradict the terms hereof.
- 12.2 No action or failure to act by the Contractor or Owner shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The failure of either party to insist in any one or more instances upon the performance of any one or more of the provisions of the Agreement or to pursue any rights under this Agreement does not constitute a waiver of any such a provision or the relinquishment of such rights.
- 12.3 Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing, shall reference this Agreement and shall be deemed to be properly given (a) twelve (12) hours after delivery by electronic mail (b) when delivered personally to an executive representative of a party or (c) on the next business day after delivery to an overnight courier or delivery service. All notices shall be sent to the

addresses set forth on the signature page of this Agreement, or such other address as shall be given for the purposes of notice delivered hereunder.

- 12.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any conflict or choice of law provision that would result in the imposition of the laws of another jurisdiction.
- 12.5 Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Chicago, Illinois by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein. Each of the Parties hereto waives any objection, which it may now or hereafter have to the laying of the venue of any such proceeding and any claim that any such proceeding has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER IN CONTRACT, TORT OR OTHERWISE.
- 12.6 In the event a party initiates any action, including but not limited to, arbitration, lawsuit, or other legal action to enforce any of this Contract's terms, and/or in any appeal therefrom, the prevailing party shall be entitled to reimbursement of its attorney's fees and all costs associated with said action(s), including but not limited to, filing fees, witness fees, expert witness fees, and all other related costs, expenses, and fees related in any way to such efforts and/or actions.
- 12.7 If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party to this Contract, or otherwise unenforceable, then that provision may be severed by a Court of competent jurisdiction, and the remainder of this Contract shall remain in force as if any such severed provision were never included herein.
- 12.8 All paragraph titles or captions contained in this Contract are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Contract.
- 12.9 Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent on the other party.
- 12.10 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



Go Green Get Ahead

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

OWNER:

Village of Arlington Heights

Owner Name

Signature

Printed Name and Title

Email Address

Date

Address For Notices:

CONTRACTOR:

Verde Solutions LLC

Contractor Name

Signature

Christopher Gersch, Founder/CEO

Printed Name and Title

Date

Address For Notices:

Verde Solutions LLC
c/o Christopher Gersch
2211 N. Elston Avenue, #208
Chicago, IL 60614
engineering@verdesolutions.com
312.281.6512

[END OF CONTRACT]

SEE ATTACHED EXHIBITS FOR ADDITIONAL PROVISIONS AND REQUIREMENTS

Exhibit List:

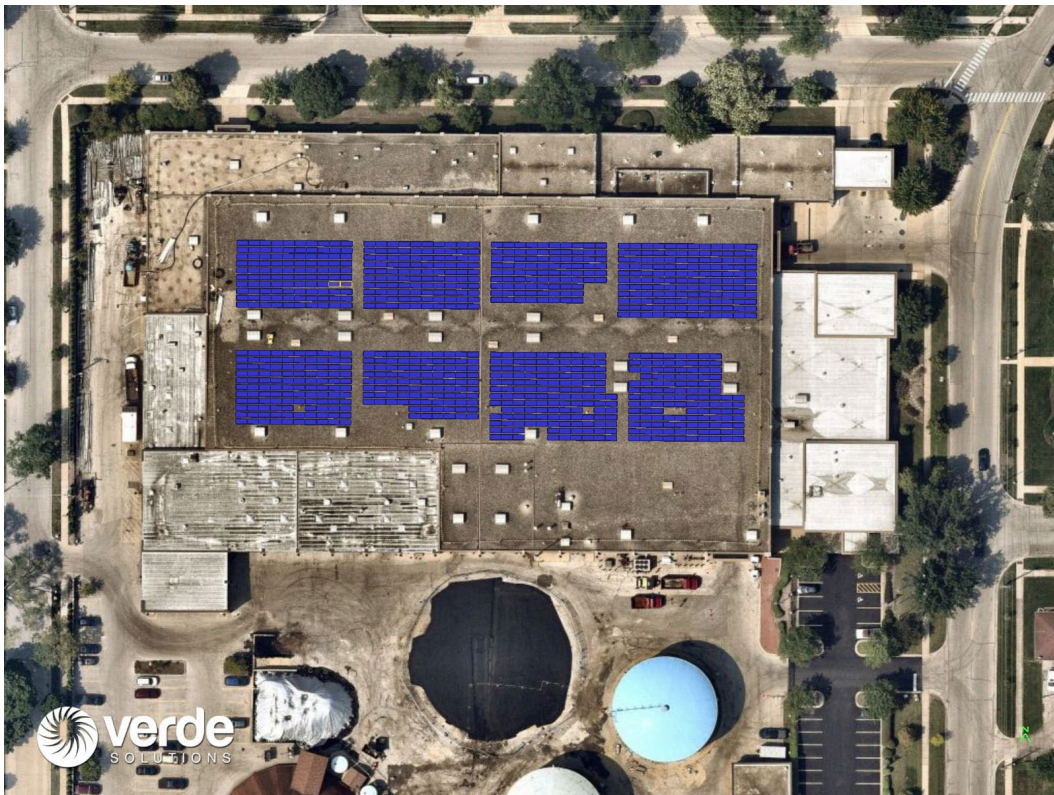
- Exhibit A – Engineering Design/Drawings/Specifications
- Exhibit B – Scope of Work
- Exhibit C – Project Schedule
- Exhibit D – Schedule of Values
- Exhibit E – Commissioning Schedule
- Exhibit F – Equipment
- Exhibit G – Warranties
- Exhibit H – Certificate of Substantial Completion
- Exhibit I – Certificate of Final Completion
- Exhibit J – Unconditional Waiver and Release Upon Final Payment

EXHIBIT A

ENGINEERING DESIGN/DRAWINGS/SPECIFICATIONS

[Actual drawings to be inserted upon completion]

Initial proposed design:



[END OF EXHIBIT A]

EXHIBIT B

SCOPE OF WORK

PROJECT OVERVIEW

CONTRACTOR will provide the Work and Construction, engineering, and procurement services as herein described.

The subsequent project overview descriptions are preliminary in nature and, while all plans and specifications must adhere to the spirit and intent of the system design, it is understood that any changes will be documented and identified clearly through the submittal process herein defined.

Project Location: 222 N Ridge Avenue, Arlington Heights, IL 60005

The project will be a roof mounted solar array installation.

CONTRACTOR will provide comprehensive AC/DC construction services at site and procure all project materials including PV modules, Inverters, and racking.

CONTRACTOR's procurement responsibilities include procuring:

- *Photovoltaic Modules:* All required cell solar modules for the project
- *Inverters:* All required inverters for conversion from DC to AC power
- *Racking System:* All required racking components to support 72 Cell Solar Modules
- *Balance of Electrical System Components:* All required components including but not limited to AC and DC Wiring, Junction Boxes, Shutoffs, Conduit, etc.

CONTRACTOR's installation responsibilities include installing all project materials including:

- *Quantity of Photovoltaic Modules:* 861 Solar Modules or Equivalent Total DC System Size
- *Quantity and type of Inverters:* (1) 25kW and (7) 50kW or equivalent Inverters w/Disconnect
- *Type of Racking System:* Panelclaw clawFR flat roof or equivalent
- *Data Monitoring Equipment:* Included with Inverters
- Cellular Data Kit and data plan included for 15 years if participating in Illinois Shines SREC program

Balance of System Components: All required components including but not limited to AC and DC Wiring, Switchgear, Junction Boxes, Shutoffs, Conduit, etc.

The full scope of work includes:

1) Turnkey Services

CONTRACTOR will procure all necessary materials, and install photovoltaic modules, electrical wiring and components including inverters, and connection to the electrical infrastructure at the point of interconnection. Any and all upgrades to existing electrical infrastructure are not included in the Contract Price. **CONTRACTOR** will perform all site work including all required trenching to meter rooms as well as all concrete asphalt work where trenching occurs. **CONTRACTOR** shall commission the Solar Energy Facility and support the interconnection process with the Utility. **CONTRACTOR** shall provide comprehensive on-site construction management for the Solar Energy Facility and overall project management for the Work.

2) Feasibility Inspection and Assessment

CONTRACTOR will work from an Engineering Design Package, prepared by Contractor, for use by the Parties in project modeling and the development of this Contract.

3) Access to Site

Project Owner's Manager and/or Project Owner will work with the Site Host to make available to **CONTRACTOR** access to the Site for the purposes set forth herein; provided however, that **CONTRACTOR** acknowledges that the **CONTRACTOR's** employees, agents, contractors and representatives shall abide by all requirements of Site Host for the access and security of the Site.

4) Material Purchase

CONTRACTOR will purchase and furnish to the Site the following material without limitation and as appropriate per the Specifications:

- a) Solar modules
- b) Inverters
- c) Racking
- d) Miscellaneous Module Mounting components
- e) Components (Nuts, Bolts, Clamps, Conduit, Grounding Lugs, etc.)
- f) All AC and DC wiring
- g) DC Junction Boxes
- h) AC and DC shutoffs

CONTRACTOR will be responsible for procuring such items for the Work as are necessary to complete the Scope of Work, within the Contract Price amount set forth herein.

The material provided by the **CONTRACTOR** will arrive on to the Site as to not delay the completion of the project.

CONTRACTOR will be responsible for all storage and receiving of all freight at the Site in a secure manner to be approved by **Project Owner's Manager and/or Project Owner**, such approval not to be unreasonably **withheld or delayed**.

5) Substantial Completion

CONTRACTOR will perform the following tasks without limitation:

- (a) The portion of the Work sufficient to consider the Solar Energy Facility to be mechanically and electrically complete in accordance with the Contract Documents.
- (b) Issuance of a Notice of Substantial Completion to Project Owner's Manager and/or Project Owner.

6) Commissioning and Utility Interconnection Approval

- (a) Commission the completed system in accordance with the Commissioning Tests and Procedures in **Exhibit E** to verify that the system is functioning as expected.
- (b) Provide as-built drawings, equipment spec sheets and other documents related to this contract needed for the completion or executions of any Incentive related documents.
- (c) **CONTRACTOR** will complete all paperwork, plans, engineered drawings, and other paperwork as is required to make application to the utility for an interconnection of the Solar Energy Facility to the utility. **CONTRACTOR** will work directly with the local utility, informing **Project Owner** and **Project Owner's Manager** of all inspection dates, and of the timing of an interconnection to the utility's system.

7) Final Completion

CONTRACTOR will perform the following tasks without limitation

- (a) Complete all tasks described on the punch list.
- (b) Site final clean up.
- (c) Achieve Permission to Operate from AHJ/utility or equivalent
- (c) Train **Project Owner's Manager and/or Project Owner** in the operation, and recommended O&M, of the Solar Energy Facility.
- (d) Provide **Project Owner's Manager and/or Project Owner** with copies of all O&M manuals and warranties for System
- (e) Provide Final As-Built documents and all other required Submittals.
- (f) Train **Project Owner's Manager and/or Project Owner** and Site Host's designee on emergency shutdown procedures as well as standard inverter restart procedures.

8) Contract Price Further Clarification of Scope of Work

All costs included in the Contract Price from page one are listed in the below detailed scope of work, even if they are not explicitly broken out into a separate line item.

1. Engineering Design & Pre-Construction

- 1.1. Build the project per the permitted plan set. Any deviation from the plans shall be approved in writing prior to beginning work. Any changes that require the approval of the Authority Having Jurisdiction (“AHJ”) shall not be made until approved by the AHJ.
- 1.2. **CONTRACTOR** will acquire and comply with all electrical and building and safety permits and approvals necessary for construction through the appropriate (AHJ).

2. Construction Equipment & Temporary Facilities

- 2.1. Provide all construction equipment and tools required to complete the Scope of Work.
- 2.2. Provide temporary facilities (power, safety equipment, dumpsters, chemical toilets, wash stations, etc.) required for use during the construction, commissioning and testing of the project.
- 2.3. Provide and set up any additional facilities required to complete the project, which may include signage, temporary storage facilities, temporary fencing, traffic control, etc.
- 2.4. Provide transportation and unloading of all equipment, materials purchased by Contractor, and structures necessary for construction of the project.
- 2.5. Take possession and responsibility of all material delivered for the project. Provide required security of construction materials, equipment, and temporary facilities.
- 2.6. Keep construction site clean and free from construction debris.

3. Site Preparation

- 3.1. Provide all required excavation, backfilling, and compaction required with respect to preparation of the project in accordance with the Drawings and Specifications, applicable permits, and prudent industry standards.
- 3.2. Restore trenches to their original condition including replacement of any concrete, asphalt and/or landscaping.
- 3.3. Restore all landscaping that is damaged during construction to its original condition including replacement of any sod or planters etc. Any exclusions need to be approved in writing.

4. Racking System Installation

- 4.1. Install racking system in accordance with the manufacturer’s installation guidelines.

5. Module Installation

- 5.1. Install Modules on racking system in accordance with the manufacturer’s installation guidelines.
- 5.2. **CONTRACTOR** shall provide the Project Owner or Project Owner’s module supplier with a delivery date for the first shipment of panels 7 days in advance.
- 5.3. Install module to module series wiring per the drawings using module manufacturer’s connectors.
- 5.4. Provide and install outdoor and UV rated power cable between the PV modules and the DC combiner boxes or string inverters. Installation assumes that PV source circuits shall be exposed to free air under the arrays.
- 5.5. Provide and install equipment grounding between the modules, racking system and string level inverters as required by equipment warranties and code.

6. DC Wiring Installation

- 6.1. Provide and Install string inverters with integral DC disconnects.
- 6.2. Provide and install all wire, conduit, and fittings for the DC circuits from the strings to the inverters.
- 6.3. Provide and install all bonding materials and grounding conductors for all remaining DC conduit, components, enclosures and structures to the system ground bus per code requirements, the Design and Specifications, and good industry practice.

7. AC Wiring Installation

- 7.1. Provide and Install Inverter(s)
- 7.2. Provide and install an AC switchboard to combine inverter outputs as required.
- 7.3. Provide and install all wire, conduits, and fittings for the AC circuits between the inverter outputs and AC switchboards and between the switchboards and the point of interconnection per the drawings and specifications, code, and AHJ requirements.
- 7.4. Provide and install grounding for the equipment pad and AC electrical system according to the drawings and specification, code, and AHJ requirements.

8. Commissioning, Testing, & Verification

- 8.1. **CONTRACTOR** shall test and commission the system according to **CONTRACTOR** Commissioning Plan, manufacturer's recommendations, and prudent industry standards, as applicable.
- 8.2. Provide additional support and contact manufacturer representatives, if any equipment troubleshooting is necessary to get the system operational during project testing and commissioning.
- 8.3. Provide system labeling per code and AHJ requirements.

9. Project Completion

- 9.1. Clean up the construction site and remove any temporary facilities, temporary structures, equipment or debris.
- 9.2. Provide electronic sets of the final project documents including as-built engineering drawings and specifications, vendor drawings and data, warranty information, instruction manuals, operations manuals, maintenance manuals, testing and commissioning reports and copies of all signed-off permits.

EXCLUSIONS & CLARIFICATIONS**10. Equipment & Services**

- 10.1. Conductors provided and installed shall be copper or aluminum and suitably rated and protected from the environment per code requirements.
- 10.2. Installation of any security cameras or other security devices have been excluded from this proposal.
- 10.3. Spare parts have not been included in this proposal.
- 10.4. Other items excluded under Article 8 of the Contract.

11. Warranty

As defined in Article 9 of the EPC Contract.

[END OF EXHIBIT B]

EXHIBIT C

PROJECT SCHEDULE

Upon the Contract Effective Date, **CONTRACTOR** will develop a master Project Schedule using Microsoft® Project, or equivalent. The project team will establish a weekly construction meeting with Owner upon Owner's request, at which time the work of the previous week will be reviewed, and a three-week look ahead will be coordinated. The Project Schedule will be updated every two weeks.

At this time, **CONTRACTOR** estimates the permitting, issuing of subcontractor contracts, design/engineering, mobilization, construction, and commissioning/ turnover phases.

- 1.1 The Work and the Solar Energy Facility System will be completed in accordance with the Project Schedule. The preliminary schedule shown below shall be finalized during the completion of the Construction Documents.
- 1.2 **CONTRACTOR** will use commercially reasonable efforts to complete the Work by Scheduled Substantial Completion Date.
- 1.3 **CONTRACTOR** will make all reasonable, diligent efforts to obtain all permits, clearances, Interconnection Agreement, etc. necessary for performance and completion of the Work.

Key Project Dates are shown below:

Estimated Contract Approval Date:	11/18/2024
Estimated Interconnection Approval Date:	2/10/2025
Estimated SREC Approval Date:	3/24/2025
Estimated Engineering Completion Date:	6/2/2025
Estimated Permit Approval Date:	7/28/2025
Estimated Procurement Start Date:	6/2/25
Estimated Construction Start Date:	9/15/2025
Estimated Substantial Completion Date:	10/31/25
Estimated Final Completion Date:	12/5/25

[END OF EXHIBIT C]

EXHIBIT D

SCHEDULE OF VALUES

The Milestone Schedule below shall be used to determine project progress payments. Upon completion of all Work necessary to achieve a Milestone, an Application for Payment may be submitted by **CONTRACTOR** to **Project Owner**.

Upon submission by Contractor of Applications for Payment confirming Milestone achievement, approval and payment will be made as described in Article 2 of the Contract herein.

PAYMENT NUMBER/MILESTONE	PAYMENT AMOUNT	MILESTONE CONDITIONS
<u>1st Payment</u>	20% of Contract Price	- Contract signed and notice to proceed received. - Payment covers costs of engineering, design, permitting and interconnection.
<u>2nd Payment</u>	20% of Contract Price	- Permit Approval - Confirmation that engineering design is sufficiently complete to begin procurement. - Payment is for total costs of Racking, Modules, and Inverters, AC Equipment, and Labor Mobilization.
<u>3rd Payment</u>	20% of Contract Price	Upon site mobilization
<u>4th Payment</u>	30% of Contract Price	“Substantial Completion” shall be deemed to occur on the date when 100% of all solar modules, inverters, and racking are installed and all wiring from the solar modules to AC disconnects are electrically complete.
<u>5th Payment</u>	10% of Contract Price	“Final Completion” shall be deemed to occur when the following conditions have been met: - Confirmation by utility that final inspection was passed. - Achievement of permission to operate (or its equivalent that will allow

		operation, testing, and commissioning of the system) from the local utility. • Executed Interconnection Agreement and amendments thereof. • Executed Net Energy Metering Agreement, if applicable • EPC Contractor has completed all punch lists and has demobilized from site • Final Waivers have been submitted and approved.
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[END OF EXHIBIT D]

EXHIBIT E

COMMISSIONING SCHEDULE

Overview:

CONTRACTOR technical personnel, with the assistance of the equipment manufacturer(s) as needed, will perform a complete commissioning of the Solar Energy Facility following the Commissioning procedures outlined in this Exhibit as well as other standard tests, inspections, safety and quality checks, and documented on the form below. All testing and commissioning will be conducted in accordance with the manufacturer's specifications.

These Commissioning testing procedures for photovoltaic systems and major components are intended to determine system performance to the specification. The tests are designed to verify that the system, as installed, is safe for personnel as well as equipment, and to establish or verify system operation. The tests shall be used to determine actual post-construction operational, performance, and safety characteristics.

SOLAR ENERGY FACILITY COMMISSIONING RESULTS

Host Customer Name _____ Site Name _____

SEF Address (City, State, Zip) _____

SEF Size (kW DC-STC) _____

Utility and Host meter number _____

Commissioning report submitted by _____

Contractor _____

Time and date of commissioning _____

Weather at time of commissioning _____

Record and document inverter serial number and inverter location _____

This checklist is a guide to establish post construction SEF operation, performance and safety. The local authority having jurisdiction (AHJ) or inspector has the final say on what is or is not acceptable. Local codes may modify the requirements of the NEC. This list should be used in conjunction with Article 690 and other applicable articles. If article 690 differs from other articles of the NEC, Article 690 takes precedence.

Check Upon Completion	TESTING & COMMISSIONING
Mechanical	
	Verify torque on Racking Hardware
	Verify torque on Solar Panels to Racking Equipment
Electrical DC	
	Check that all switches, breakers, and disconnects are in the OPEN/OFF position.
	Check grounding connections within the array (lugs, WE EB, clips, clamps, cord grips)
	Check wire management for tension, pinching, loose wires, clips, clamps, cord grips
	Check home-run connections, Amphenol connections to string leads (tight, seated M to F, supported)
	Verify that electrical connections and wiring are built to single and three-line electrical plans
	Confirm Megger test reports are completed
Electrical DC - Tests to be performed on each Combiner Box or DC disconnect	
***** Testing of DC voltages requires Arc Flash Gear to be worn at all times*****	
	1. Check string polarity to single line diagram in plan set
	2. Check for string ground faults (test grounded conductor to ground for presence of stable voltage).
	3. Verify torque on Combiner Box output lugs and wires
	4. Check that all string fuses have continuity within each Combiner Box
	5. Close each fuse block and test Polarity & Voc on output lugs and at inverter
	6. Open Fuse blocks
	7. Repeat Steps 1 through 6 on each additional combiner box/DC Disconnect
Electrical AC	

	Check that all switches, breakers, and disconnects are in the OPEN/OFF position.
	Check torque and MV Terminations of poles, Primary Transformer
	Check torque on Secondary Voltages at Transformer, mechanical lugs, compression lugs
	Check torque and terminations at all breakers and disconnects
	Check for proper phase identifiers (phase tape, labeling)
	Verify that electrical connections and wiring are built to single and three-line electrical plans
	Confirm Megger test reports are completed
	Close in Utility Switch
	Close in Main Overcurrent Protection Device (Recloser, MV Switchgear Breaker, Relay, etc.)
*** Testing of AC voltages requires Arc Flash Gear to be worn at all times***	
	Verify secondary voltages inside transformer (X1-X2, X2-X3, X1-X3, X1-X0, etc. as applicable)
	Verify line-side voltages downstream of the secondary voltage source inside transformer
	Close in Main secondary breakers, switches and/or disconnects
	Verify load-side voltages on bussing, breakers, switches, & disconnects
<i>Verify line-side voltages for auxiliary components as applicable</i>	
	Tracker Motors (only applicable if project is a single-axis tracker)
	Check that all string fuses have continuity within each combiner box
	Weather Station
	Cameras
	Internet
<i>Inverter Commissioning (each inverter, one at a time)</i>	
	1. Verify that DC Disconnects are in the OPEN/OFF position (on pad & at Combiner Boxes)

	2. Contact technical support of the inverter(s) manufacturer to request any pre-commissioning tests
	3. Check the manual for any additional pre-start tests or procedures
	4. Close all DC Disconnect(s) and fuse blocks at combiner boxes
	5. Close all AC Disconnects
	6. Check for normal display operation for testing period (take picture of power production display)
	7. Open DC & AC Disconnects and leave inverter off
	8. Repeat steps 1 through 7 on each additional inverter
Monitoring	
	Verify that all monitoring devices are communicating and reporting data
	Perform any commissioning tests as required
	Verify all inverters are communicating and reporting data
	Perform any commissioning tests as required
	Verify all battery storage units are functioning properly (only applicable if project includes battery storage)
	Perform any commissioning tests as required
Testing	
	Verify that ground resistance testing has been completed
Clean Up	
	Ensure that all debris, metal shavings, and dirt are completely removed from electrical junction boxes, combiner boxes, pull boxes, vaults, etc.
	Remove all trash, cardboard, pallets, spare parts, wire, scraps

[END OF EXHIBIT E]

EXHIBIT F EQUIPMENT

Project Owner approves of the equipment detailed herein.

*****Insert site plan with equipment specifications*****

[END OF EXHIBIT F]

EXHIBIT G

MANUFACTURERS' WARRANTIES

Contractor will utilize major components with the minimum warranty periods specified below:

Solar Panels – 30 year performance warranty

Inverters – 20 year extended warranty

Racking -25 years

[Final equipment warranties to be provided once equipment has been secured. Proposed equipment specification sheets with sample manufacturer warranties have been provided to Owner.]

[END OF EXHIBIT G]

Page 27 of 30



EXHIBIT H

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE: _____ FACILITY: _____

CONTRACTOR has delivered this Substantial Completion Certificate completed, except for signature by Project Owner, to Project Owner's duly authorized representative on the above date. Capitalized terms used, but not otherwise defined, herein have the meanings set forth in that certain Engineering, Procurement and Construction Contract between CONTRACTOR and Project Owner dated as of [_____] (the "Contract").

CONTRACTOR certifies and represents Project Owner that the following statements are true with respect to the Solar Energy Facility as of the date of delivery hereof to Project Owner:

1. all proposed solar modules, inverters and racking are installed, and
2. all wiring from the proposed solar modules to AC disconnects are electrically complete.

The person signing below is authorized to submit this Substantial Completion Certificate to Project Owner for and on behalf of CONTRACTOR.

CONTRACTOR

Project Owner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Project Owner agrees that Substantial Completion has been achieved with respect to the Facility as set forth herein. This certificate was received by Project Owner on the date first written above and is effective as of such date.

This form must be signed by the person authorized to sign this Certificate of Substantial Completion for and on behalf of Project Owner.

[END OF EXHIBIT H]

EXHIBIT I

CERTIFICATE OF FINAL COMPLETION

DATE: _____ FACILITY: _____

CONTRACTOR has delivered this Final Completion Certificate completed, except for signature by Project Owner, to Project Owner's duly authorized representative on the above date. Capitalized terms used, but not otherwise defined, herein have the meanings set forth in that certain Engineering, Procurement and Construction Contract between CONTRACTOR and Project Owner dated as of [_____] (the "Contract").

CONTRACTOR certifies and represents Project Owner that the following statements are true with respect to the Solar Energy Facility as of the date of delivery hereof to Project Owner:

1. 100% of the Work, including Punchlist items has been completed in accordance with the Scope of Work, Specifications, and Submittals,
2. the Solar Electric Facility is operational and fully commissioned,
3. CONTRACTOR has delivered to Project Owner completed and signed permit cards for the Solar Electric Facility,
4. Contractor has delivered to Owner confirmation that utility has passed all inspections, approved all plans, has passed technical approval and completed all necessary task for to Permission to Operate.

The person signing below is authorized to submit this Final Completion Certificate to Project Owner for and on behalf of CONTRACTOR.

CONTRACTOR

By: _____

Name: _____

Title: _____

Project Owner agrees that Final Completion has been achieved with respect to the Facility as set forth herein. This certificate was received by Project Owner on the date first written above and is effective as of such date.

Project Owner

By: _____

Name: _____

Title: _____

This form must be signed by the person authorized to sign this Certificate of Final Completion for and on behalf of Project Owner.

[END OF EXHIBIT I]

EXHIBIT J
UNCONDITIONAL WAIVER AND
RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following: _____

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

[END OF EXHIBIT J]



Prepared by:

Verde Solutions, LLC
2211 N. Elston Ave. Suite 208
Chicago, IL 60614
800.541.1137
leads@verdesolutions.com

Prepared for:

Arlington Heights Public Works
222 N Ridge Ave
Arlington Heights, IL 60005

Verde Solutions is pleased to present this solar PV proposal for your review. This proposal is based on preliminary information to provide an initial suggested system configuration, size, and budgetary estimate. A final proposal with sizing and firm pricing will be provided after all required information has been received and validated.

Input Parameters & Assumptions

Current Annual Energy Consumption	608,945 kWh / year
Avoided Utility Cost	\$0.094 /kWh

System Overview

Based on review of your usage information, available space for installation, and utility constraints, the proposed system has a peak power rating of 503.7 kW-DC. The system is estimated to produce 613,785 kWh/year which will offset approximately 101% of your current annual energy consumption. Solar production estimates were made using Helioscope, published by Folsom Labs.

System Size	861 modules
System Module Power Capacity	503.7 kW-DC
Projected Annual Energy Production	613,785 kWh / year
Ratio of Current Consumption Offset with Solar System	101%
Mounting Style	Ballasted Flat Roof
Labor Type Assumed	Union

Investment Overview

Currently there are two federal tax credit programs, the Investment Tax Credit (ITC) and the Federal MACRS, Bonus Depreciation, which significantly reduce the net after-tax cost of the system investment. The ITC also contains a "direct pay" provision that enables certain tax-exempt customers to receive a direct cash payment in lieu of an ITC. All applicable state and utility incentives have been included.

System Investment	\$1,198,770 <i>turnkey installation cost (\$2.38/Wp)</i>
Smart Inverter Incentive	(\$125,921)
Illinois Shines REC 2024-2025 - Group B	(\$463,407)
Direct Pay, Investment Tax Credit (ITC) - 40%	(\$479,508)
Net Investment After Incentives	\$129,934 <i>net after-tax investment</i>

Economic Summary

Internal Rate of Return (IRR)	15.7% per year
Annual Energy Savings	\$57,463 year 1
Reduction in Energy Bill	62.5% reduction
Payback Period	5.1 Years

- **Internal Rate of Return (IRR)** - Used to estimate profitability of investment. An effective "interest rate" equal in value to the after-tax cash flows the system is projected to generate. If the IRR is greater than the business cost of capital, the investment may be attractive.
- **Annual Energy Savings** - The amount of money saved on utility bill the first year the system is installed. This value is expected to increase over time as the cost of energy increases.
- **Reduction in Energy Bill** - The expected average percentage an electric bill will decrease the first year. Due to seasonal variance, this value will change month to month.
- **Payback Period** - The length of time required to recover the cost of the investment.

Project Installation

The project will commence with a detailed site assessment from one of our field engineers moving into full engineering and design. Concurrently, Verde Solutions will work with you and handle all required building & electrical permits, utility interconnection applications, incentive applications (if applicable), and any other needs as they arise.

Materials will be ordered after the design is finalized. Each project is designed and built to suit. Installation begins when materials are delivered on site. Once installed, the system undergoes testing and commissioning upon permission to operate (PTO) from the electric utility.

Disclaimer

This proposal includes forecasts, projections and other predictive statements resulting from an analysis by Verde Solutions of the information provided by the prospective client as well as information from Verde Solutions' operations and what is available within the marketplace. Prospective clients should recognize that the forecasts, projections and other predictive statements stated herein, although based upon information and assumptions that Verde Solutions believes to be viable and accurate, are projections and that Verde Solutions does not provide any guarantees for the achievement by the prospective client of the projections noted herein. The prospective client must realize that in the development of any projection there are certain factors that are unforeseen at the time the projection is made and thereby there are certain risks involved that provide for uncertainty. The prospective client's actual performance results may differ from those projected in this proposal. Therefore, there is no guarantee presented or implied as to the accuracy of any specific forecast, projection or predictive statement contained herein.

Calculations illustrating tax savings and deductions are estimates only. Please consult your tax expert regarding tax advantages specifically available for your organization.

Solar Renewable Energy Credits (SRECs) are administered on the state level and are subject to availability based on state specific program limits and participation.

Ground based systems may require additional investments in fencing and/or landscaping.

The cost of fencing is included: 7 foot tall standard chainlink fence is assumed.

Ballasted rooftop systems are assumed to be fully ballasted. The final racking design is subject to change based on, but not limited to, structural capacity, wind loading, and Authority Having Jurisdiction (AHJ) code requirements.

System Configuration

Verde Solutions has adopted a modular approach to project sizing by scaling projects with pre-engineered and proven subsystems. This approach leads to highly repeatable results, maximizes cost efficiency and offers the greatest value. Detailed engineering will occur upon project acceptance. Final engineering analysis may alter the following system outline; however, the final system will be equivalent or superior to what is presented below.

System Size & Configuration	375.0 kW-AC power capacity (grid) 503.7 kW-DC power capacity (solar modules) 1.34 DC/AC ratio
Solar PV Modules (Panels)	Tier 1 commercial monocrystalline silicon panels 585 Watt/module power capacity 861 modules in system 30-year performance warranty
Inverter(s)	25 / 50 kW-AC inverter capacity 1 / 7 inverters in system 20-year extended warranty
Mounting System	All necessary structural engineering included 25-year warranty
Production Monitoring	Solar Log, with online monitoring & smartphone access Complimentary flat screen display provided for on-site showcase of energy

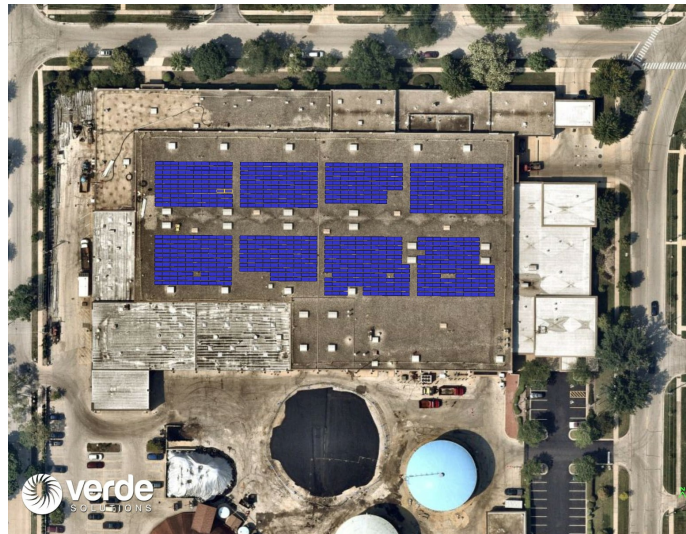


The above image is a preliminary concept based on initial information and satellite imagery

Cash Flow Analysis								
Years	Cash					PV Generation (kWh)	Total Cash Flow	Cumulative Cash Flow
	Project Costs	Electric Bill Savings	Utility Incentive	IL Shines REC	Direct pay - 40% ITC			
Upfront	-\$1,198,770	-	-	-\$31,774	-	-	-\$1,230,544	-\$1,230,544
1	-	\$57,463	\$125,921	\$33,983	\$479,508	613,785	\$696,876	-\$533,668
2	-	\$59,463	-	\$68,775	-	610,716	\$128,238	-\$405,430
3	-	\$61,531	-	\$68,775	-	607,647	\$130,306	-\$275,124
4	-	\$63,669	-	\$68,775	-	604,578	\$132,444	-\$142,680
5	-	\$65,880	-	\$68,775	-	601,509	\$134,655	-\$8,025
6	-	\$68,165	-	\$68,775	-	598,440	\$136,940	\$128,915
7	-	\$70,528	-	\$68,775	-	595,371	\$139,303	\$268,218
8	-	\$72,971	-	-	-	592,302	\$72,971	\$341,189
9	-	\$75,497	-	-	-	589,233	\$75,497	\$416,686
10	-	\$78,108	-	-	-	586,164	\$78,108	\$494,794
11	-	\$80,807	-	-	-	583,096	\$80,807	\$575,601
12	-	\$83,597	-	-	-	580,027	\$83,597	\$659,198
13	-	\$86,481	-	-	-	576,958	\$86,481	\$745,678
14	-	\$89,461	-	-	-	573,889	\$89,461	\$835,140
15	-	\$92,542	-	\$48,547	-	570,820	\$141,090	\$976,229
16	-	\$95,727	-	-	-	567,751	\$95,727	\$1,071,956
17	-	\$99,018	-	-	-	564,682	\$99,018	\$1,170,973
18	-	\$102,419	-	-	-	561,613	\$102,419	\$1,273,392
19	-	\$105,933	-	-	-	558,544	\$105,933	\$1,379,325
20	-	\$109,565	-	-	-	555,475	\$109,565	\$1,488,890
21	-	\$113,318	-	-	-	552,406	\$113,318	\$1,602,209
22	-	\$117,196	-	-	-	549,337	\$117,196	\$1,719,405
23	-	\$121,203	-	-	-	546,268	\$121,203	\$1,840,608
24	-	\$125,343	-	-	-	543,200	\$125,343	\$1,965,952
25	-	\$129,621	-	-	-	540,131	\$129,621	\$2,095,572
26	-	\$134,039	-	-	-	537,062	\$134,039	\$2,229,612
27	-	\$138,604	-	-	-	533,993	\$138,604	\$2,368,216
28	-	\$143,320	-	-	-	530,924	\$143,320	\$2,511,536
29	-	\$148,191	-	-	-	527,855	\$148,191	\$2,659,728
30	-	\$153,223	-	-	-	524,786	\$153,223	\$2,812,951
Totals:	-\$1,198,770	\$2,942,884	\$125,921	\$463,407	\$479,508	17,078,561	\$2,812,951	-

Inputs & Assumptions	
Project Price	\$1,198,770
Avoided Utility Cost	\$0.094 /kWh
Annual Energy Consumption (kWh)	608,945 kWh
Energy Consumption Inflation Rate	0.0%
Year 1 Energy Savings	\$57,463
kW-DC	503.7 kW-DC
Projected Annual Energy Production	613,785 kWh
Utility Inflation Rate	4.0%
Solar Degradation Rate	0.50%
Investment Tax Credit (ITC)	40% of system value
Effective Federal Tax Rate	0.0%
Average Soiling Losses	5% of annual production

Sustainability Report



The proposed system has a peak power rating of 503.7 kW-DC. The system is estimated to produce **17,078,568 kWh** over its 30 year lifespan.



17,078,568 kWh is equivalent to 12,104 metric tons of CO₂.

Greenhouse Gases from:



2,608 Passenger vehicles driven for one year

CO₂ Emissions from:



1,358,675 gallons of gasoline consumed

Carbon Sequestered by:



201,242 tree seedlings grown for 10 years

Greenhouse Gas Emissions Avoided by:



4,107 tons of waste recycled instead of landfilled

Calculations were obtained from the EPA Greenhouse Gas Equivalencies Calculator

**AN ORDINANCE AMENDING THE ANNUAL BUDGET OF THE VILLAGE OF
ARLINGTON HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024**

WHEREAS, by Ordinance 2023-81, the President and Board of Trustees of the Village of Arlington Heights, Illinois adopted the Annual Budget of the Village of Arlington Heights for the fiscal year beginning January 1, 2024, and ending December 31, 2024; and

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

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

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

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

Account Being Amended		Original Budget	Amendment Incr. / (Decr.)	Revised Budget
401-7101-550200-	BL9506-BUILDING-MAINT Roof Maintenance Program	\$3,755,000	\$498,600	\$4,253,600
401-7101-540960-	Operating Contingency	\$200,000	(\$200,000)	\$0

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 December 16th, 2024.

Village President

ATTEST:

Village Clerk



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: Resolution Authorizing Adoption of the Update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan

Department: Public Works & Engineering

Item Description:

The Cook County Multi-Jurisdictional Hazard Mitigation Plan (HMP) was developed to prepare for specified natural hazards while responding to federal mandates set forth in the Disaster Mitigation Act of 2000.

The Village first authorized adoption of the HMP in 2014. Adoption of the HMP facilitates eligibility for Federal Emergency Management Agency (FEMA) hazard mitigation funding.

The Village has several ongoing hazard mitigation projects that require, and will continue to require, significant funding. While the dollar amount of any grants available varies and must be shared with other participating jurisdictions, only those communities which have adopted the plan by resolution are allowed to apply for grants or reimbursements.

In order to maintain continued eligibility for FEMA mitigation grant assistance programs, the Act requires a hazard mitigation plan be updated every five years. There are 125 Cook County jurisdictions engaged in the FEMA-prescribed mitigation planning process to prepare the 2024 Plan.

The attached Resolution authorizes the adoption of the 2024 update to the HMP.

RECOMMENDATION

It is recommended that the Village Board adopt the attached Resolution Authorizing Adoption of the Update to the Cook County Multi-Jurisdictional Hazard Mitigation Plan.

ATTACHMENTS:

1. Cook_Count_Multi-Jurisdictional_Mitigation_Plan_Resolution and Attachments

**A RESOLUTION OF THE VILLAGE OF ARLINGTON HEIGHTS
AUTHORIZING ADOPTION OF THE UPDATE OF THE COOK COUNTY
MULTI- JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Village of Arlington Heights (“Village”) recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, the Village recognizes the importance of reducing or eliminating vulnerability to disasters caused by natural hazards for the overall good and welfare of the community, and

WHEREAS, on October 10, 2000, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Act”) which provides the legal framework for the Federal Emergency Management Agency (FEMA) mitigation, planning requirements for state, local, and tribal governments as a condition of mitigation grant assistance emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, as a condition of future funding for mitigation projects, the Act requires jurisdictions to prepare and adopt a hazard mitigation plan to identify and address certain vulnerabilities that exist prior to and during a disaster; and

WHEREAS, FEMA supports pre-disaster and post-disaster grant funding through the Hazard Mitigation Assistance Grant program, which has as a condition of funding eligibility, a requirement for jurisdictions to prepare and adopt a hazard mitigation plan; and

WHEREAS, to maintain continued eligibility for FEMA mitigation grant assistance programs the Act requires a hazard mitigation plan be updated every five years; and

WHEREAS, in accordance with the Act’s requirements, 125 Cook County jurisdictions engaged in the FEMA-prescribed mitigation planning process to prepare the 2024 Plan and its associated local hazard mitigation plan annexes; and

WHEREAS, the 2024 Plan has been approved pending Cook County adoption, by the Illinois Emergency Management Agency and Federal Emergency Management Agency, Region V; and

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

SECTION ONE: The Village of Arlington Heights hereby accepts, approves and adopts, in its entirety, Volume 1, the Countywide Mitigation Actions in Volume 2, and the Village of Arlington Heights’ Jurisdictional Annex in Volume 2 of the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan.

SECTION TWO: The Village will continue to participate in the updating and revision of the 2024 Plan with another plan review and revision to occur within a five year cycle, and

designated staff will provide annual progress reports on the status of implementation of the 2024 Plan to the President of the Village Board.

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

AYES:

NAYS:

PASSED AND APPROVED this ____ day of _____, 20__.

Village President

ATTEST:

Village Clerk

Cook County - Countywide and Unincorporated

Hazard Mitigation Plan Point of Contact

Primary Point of Contact	Alternate Point of Contact
Kimberly Nowicki Regional Planner 69 W. Washington Chicago, IL. 60602 Telephone: 312-639-9683 Email Address: kimberly.nowicki@cookcountyil.gov	Griffin Byers Chief of Operations 69 W. Washington Chicago, IL. 60602 Telephone: 312-438-5792 Email Address: griffin.byers@cookcountyil.gov

Jurisdiction Profile

The following is a summary of key information about the jurisdiction and its history:

Date of Incorporation: January 15, 1831 ([Cook County Website](#)).

Current Townships:

North Cook County Region Townships	West Cook County Region Townships	South Cook County Region Townships
Barrington Township Elk Grove Township Hanover Township Maine Township New Trier Township Northfield Township Palatine Township Schaumburg Township Wheeling Township *The Townships of Evanston and Niles do not contain any unincorporated residents.	Leyden Township Lyons Township Norwood Park Township Proviso Township Riverside Township Stickney Township *The Townships of Cicero, Oak Park, and River Forest do not contain any unincorporated residents.	Bloom Township Bremen Township Lemont Township Orland Township Palos Township Rich Township Thornton Township Worth Township *The Township of Calumet does not contain any unincorporated residents.

Location and Description: Cook County is located in northeast Illinois on the western shore of Lake Michigan. It is the most populous of Illinois' 102 counties.

According to the [Cook County Government Website](#), the City of Chicago and the suburban municipalities account for approximately 85% of the County's 946 square miles, while unincorporated areas make up the remaining 15%. The unincorporated areas are under the jurisdiction of the Cook County Board of Commissioners, a 17-member board elected by district. ([Cook County Website](#)).

Brief History: The legislative act creating Cook County was passed by the General Assembly of Illinois and was approved on January 15th, 1831. The same act also designated Chicago as the county seat. The Cook County Board was organized the following March in 1831 when the first commissioners, Samuel Miller, Gholson, Kercheval, and James Walker, took the oath of office as the elected government officials of Cook County and held their first court in Chicago. During the same election, as directed by the General Assembly of Illinois, a sheriff and a coroner were also elected into public positions within the county. The first meeting of the Board of Commissioners occurred at Fort Dearborn over the course of two days and undertook the responsibilities for the poor, sick, prisoners, roads, courts, elections, and taxation within the county.

At its date of incorporation, Cook County had approximately 100 residents within the 2,464 square miles that covered what are now Lake, DuPage, Will, McHenry, and Cook Counties. By 1839, Cook County had lost over half of its territory and was partitioned into the current jurisdictional boundaries seen today. Despite the decrease in land within the county in the 1830s, the population growth continued to increase for almost 150 years. During the 1830s and 1840s, the land in Cook County was purchased by farmers and used for agriculture and to raise livestock. Without industrial infrastructure like railroads, some farmers took their crops to Chicago, while others went to smaller outlying settlements. This helped smaller settlements grow in population and industry to fulfill the needs of local farmers.

In 1878, the Illinois legislature voted in favor of allowing counties to adopt local townships, which would take on some of the County Government responsibilities, such as collecting taxes, running schools, and maintaining roads. Cook County was initially subdivided into 27 townships and would later incorporate many more as the population and size of the county grew. In the wake of the building and industrial boom of the 1920s, farmland within Cook County steadily disappeared. A second large housing and infrastructure development increase occurred after World War Two with the increase in loans insured by the Federal Housing Administration (FHA) and Department of Veterans Affairs (VA) for returning veterans. By the 1980's most of the remaining farmland within the county was bought and developed to accommodate the number of Cook County residents living outside of Chicago. A significant shift in the population disbursement was seen from the early years following the incorporation of Cook County to the most recent 25 year period. In 1889 almost 90% of the population of Cook County lived within Chicago. By 1990, 55% of the county population lived within Chicago, showing a more even disbursement throughout the jurisdiction.

Climate: The climate of Cook County has 4 distinct seasons with large variability seen in both temperature and precipitation throughout the year. The temperatures within the County range from the average daytime highs of 84 degrees Fahrenheit in July to the average nighttime lows of 18 degrees Fahrenheit in January. The precipitation in Cook County in the past 30 years ranges from a monthly average of 1.8 inches in February to a monthly average of 3.5 inches in June. Cook County can see large variations in the weather due to the lake effect from Lake Michigan and incoming weather systems. The highest recorded temperature in Cook County was 105 degrees Fahrenheit on July 24th, 1934 and the lowest recorded temperature was -27 degrees Fahrenheit on January 20th, 1985. Cook County has experienced a variety of extreme weather conditions, which historically include: floods, snowstorms, hail, ice storms, blizzards, high winds, and heatwaves.

Governing Body Format: The Cook County Board of Commissioners is the legislative body of government, with the President serving as the County Board's Chief Executive Officer. As the Chief Executive Officer, the President presides over the meetings of the County Board and supervises departments that are responsible for a variety of direct and support services. The President is elected to a four-year term by the voters of the entire county. The Cook County Board of Commissioners is comprised of seventeen Commissioners, each serving a four-year term and is elected from single-member districts. Each district represents approximately 300,000 residents. Eleven independently elected officials run the additional Cook County governmental offices that oversee many functions and services of county government. The County Board of Commissioners has no direct control over these offices, except in the passage of their budgets and approvals of their bond issues, contracts, and large expenditures. This body of government will assume the adoption and implementation of the Hazard Mitigation Plan.

Development Trends: Cook County is the second largest County in the Country. The 135 municipalities that comprise Cook County – including the City of Chicago – each govern development within their borders. A significant unincorporated land area and population also exist, and the County government oversees development activity in the unincorporated areas. In total, there are 1,500 taxing districts within the County.

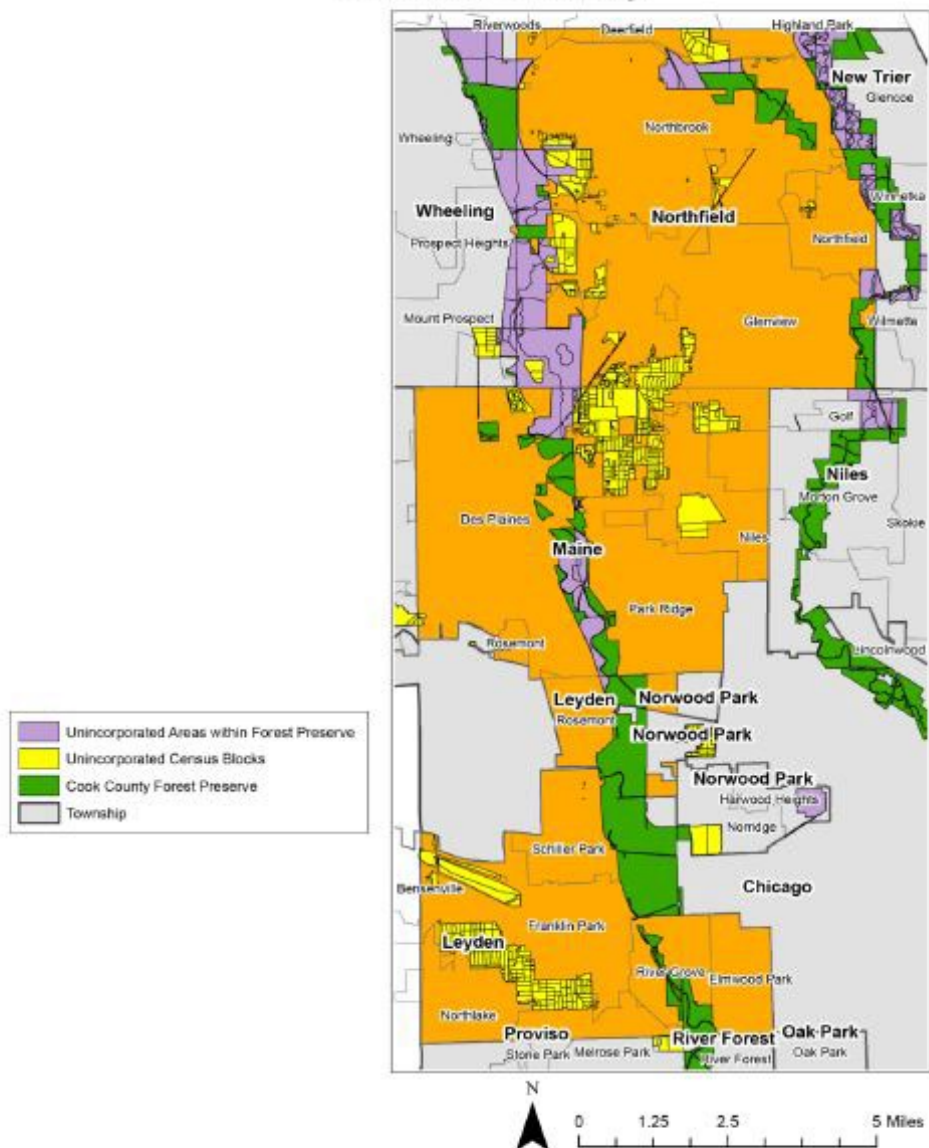
Revitalizing older industrial inner suburbs: One overall development trend impacting the County is the challenge facing older industrial inner suburbs. Significant business and job losses have left high unemployment and considerable vacant property in some suburbs. A considerable portion of the vacant properties have issues that pose public health or safety concerns. Despite growing vacancies, jurisdictions are working to maintain their services and infrastructure. The lack of taxes collected on vacant property shifts a higher tax burden on residents and existing businesses. The older industrial suburban areas have a significant potential for residential, commercial, and industrial redevelopment due to their location efficiency to the region's transportation assets. There have been several initiatives which seek to address hurdles to redevelopment.

Foreclosure crisis: The County formed the Cook County Land Bank Authority to acquire vacant and neglected property and make it into productive use.

Brownfields: The Millennium Reserve Calumet Area seeks to clean up 140,000 acres of brownfields and transform a 220 square mile region that includes numerous neighborhoods on Chicago's south side, the southeast lakefront, and 35 south suburban municipalities. The Brownfield Remediation and Intermodal Promotion Act grant fund initiative aimed to remediate and reuse brownfields to create intermodal, warehousing and light manufacturing jobs on over 1,500 industrial acres in a designated zone of freight-rich southern Cook County.

Flood remediation: The U.S. Army Corps of Engineers, Chicago District released a plan in September 2013, that outlines a variety of potential flood risk management and ecosystem restoration projects that could be implemented along the Upper Des Plaines River area. This area includes portions of Cook County that have chronic flooding issues. The plan seeks to reduce flood risk in communities across the watershed while increasing forest habitats that could be used for recreational trails.

Unincorporated Areas and Forest Preserves in Cook County

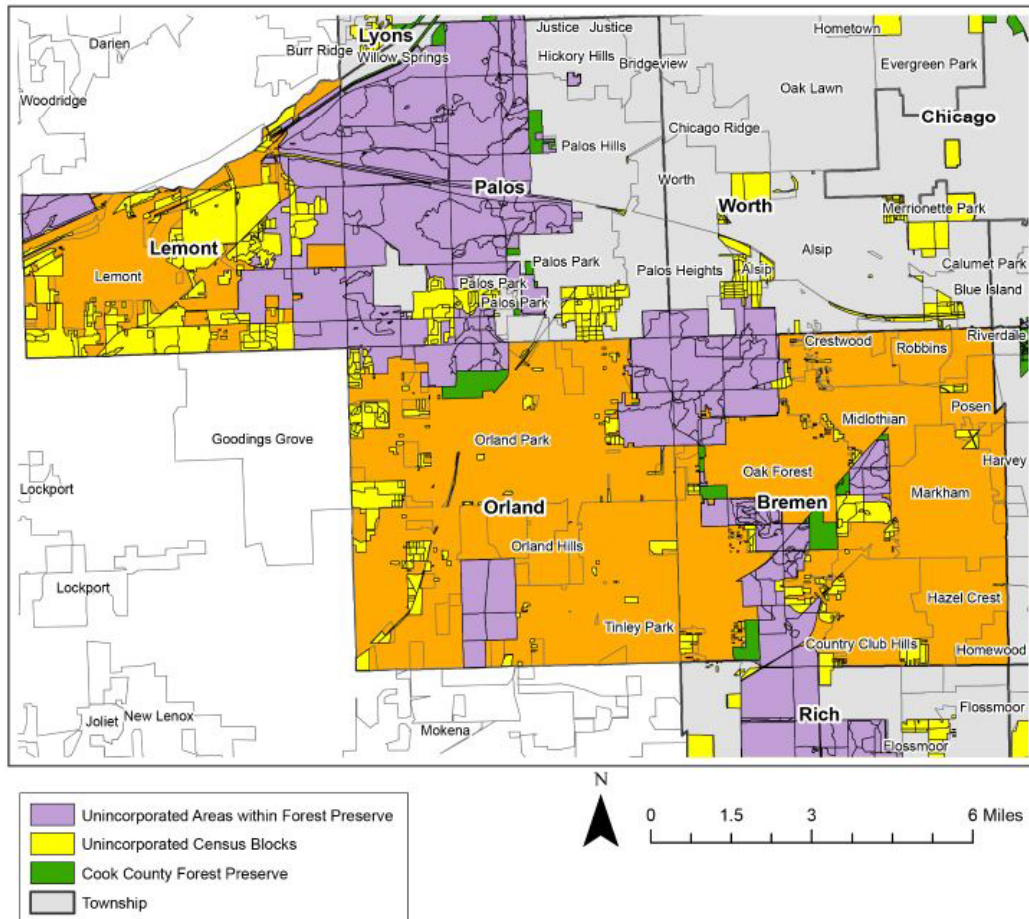


Source: Cook County Department of Geographic Information Systems Unincorporated Zoning data, 2014.

Map: *Unincorporated Areas and Forest Preserves in Cook County*

Source: [Civic Federation - Unincorporated Cook County](#)

Unincorporated Areas and Forest Preserves in Cook County



Source: Cook County Department of Geographic Information Systems Unincorporated Zoning data, 2014.

Map: Unincorporated Areas and Forest Preserves in Cook County

Source: [Civic Federation - Unincorporated Cook County](#)

Capability Assessment

The assessment of the jurisdiction's legal and regulatory capabilities is presented in the *Legal and Regulatory Capability Table* below. The assessment of the jurisdiction's fiscal capabilities is presented in the *Fiscal Capability Table* below. The assessment of the jurisdiction's administrative and technical capabilities is presented in *Administrative and Technical Capability Table* below. Information on the community's National Flood Insurance Program (NFIP) compliance is presented in the *National Flood Insurance Program Compliance Table* below. Classifications under various community mitigation programs are presented in the *Community Classifications Table* below.

TABLE: LEGAL AND REGULATORY CAPABILITY					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Codes, Ordinances & Requirements					
Building Code	Yes	Yes	Yes	No	Cook County Building Code Amended May 29, 2014; Cook County Department of Building and Zoning Land Development Ordinances Part II, Land Development Ordinances Chapter 106 (Unincorporated County); Reference Municipal Annexes.
Zonings	Yes	No	No	Yes	Ord. No. 01-O-30, as adopted by the County Board on November 6, 2001
Subdivisions	Yes	No	No	No	Cook County Department of Building and Zoning Land Development Ordinances Part II Storm Water
Stormwater Management	No	No	Yes	Yes	Cook County Watershed Management Ordinance adopted October 3, 2013 by the Metropolitan Water Reclamation District (MWRD)
Post Disaster Recovery	No	No	No	No	

Real Estate Disclosure	No	No	Yes	Yes	(765 ILCS 77/) Residential Real Property Disclosure Act.
Growth Management	No	No	No	No	
Site Plan Review	Yes	No	No	No	Cook County Department of Building and Zoning
Public Health and Safety	Yes	No	No	No	Cook County Department of Public Health
Environmental Protection	Yes	Yes	Yes	Yes	Cook County Department of Environmental Control, Illinois EPA, Illinois Department of National Resources, and U.S. EP
Planning Documents					
General or Comprehensive Plan	Yes	Yes	Yes	Yes	CCED: Five-year consolidated plan under revision; annual updates submitted to HUDD; includes housing, community development, and economic development.
<i>Is the plan equipped to provide integration to this mitigation plan?</i>					Yes
Floodplain or Basin Plan	No	No	No	No	
Stormwater Plan	Yes	No	Yes	Yes	Cook County Storm Water Management Plan adopted February 15, 2007; Cook County Watershed Management Ordinance adopted October 3, 2013; 55 ILCS 5/5-1062

Capital Improvement Plan	Yes	No	No	Yes	Cook County 2014 Budget, Capital Improvement Program.
<i>What types of capital facilities does the plan address?</i>					Cook County facilities, hospitals, roads, etc.
<i>How often is the plan revised/updated?</i>					Annually, as a function of budget.
Habitat Conservation Plan	Yes	Yes	No	No	Illinois Department of Natural Resources; and Cook County Forest Preserve District Natural and Cultural Resources Master Plan by December 2014
Economic Development Plan	Yes	Yes	No	No	Cook County Department of Planning and Development: Required by Federal Economic Development Administration, 2015 Cook County Economic Development Strategy Plan under revision; Cook County Council of Economic Advisors CC Partnering for Prosperity.
Shoreline Management Plan	No	No	No	No	
Community Wildfire Protection Plan	No	Yes	No	No	Cook County Forest Preserve District Plan updated annually.

Response/Recovery Planning					
Comprehensive Emergency Management Plan	Yes	Yes	No	Yes	Cook County Emergency Operations Plan – under update for 2014 completion. IEMA Plan and FEMA Plan.
Threat and Hazard Identification and Risk Assessment	Yes	Yes	No	Yes	THIRA completed in 2013 and updated annually.
Terrorism Plan	Yes	Yes	No	Yes	
Post-Disaster Recovery Plan	No	No	No	No	
Continuity of Operations Plan	Yes	Yes	No	Yes	Currently in development and addressed in the Appendix to Cook County Emergency Operations Plan
Public Health Plans	Yes	Yes	No	Yes	U.S. Department of Health and Human Services; Illinois Department of Public Health; Cook County Department of Public Health

TABLE: FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	No
Incur Debt through Special Tax Bonds	No
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	Yes
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	No
Other	

TABLE: ADMINISTRATIVE AND TECHNICAL CAPABILITY		
Staff/Personnel Resources	Available?	Department/Agency/Position

Planners or engineers with knowledge of land development and land management practices	Yes	Cook County Departments of: Transportation and Highways, Planning and Development, Environmental Control, and the Metropolitan Water Reclamation District
Engineers or professionals trained in building or infrastructure construction practices	Yes	Cook County Department of Building and Zoning, Office of Capital Planning and Policy, and the Department of Transportation and Highways
Planners or engineers with an understanding of natural hazards	Yes	Cook County Departments of: Transportation and Highways, Environmental Control, Homeland Security and Emergency Management and the Metropolitan Water Reclamation District
Staff with training in benefit/cost analysis	Yes	Cook County Departments of: Planning and Development, Budget and Management Services and Bureau of Finance
Surveyors	Yes	Cook County Department of Transportation and Highways, Office of Capital Planning and Policy, and the Metropolitan Water Reclamation District.
Personnel skilled or trained in GIS applications	Yes	Multiple individuals throughout the County Departments
Scientist familiar with natural hazards in local area	Yes	Cook County Forest Preserve District
Emergency manager	Yes	Cook County Department of Homeland Security and Emergency Management
Grant writers	Yes	Multiple individuals throughout various County Departments

TABLE: NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE	
What department is responsible for floodplain management in your jurisdiction?	Department of Building and Zoning
Who is your jurisdiction's floodplain administrator? (department/position)	This position is not currently staffed
Are any certified floodplain managers on staff in your jurisdiction?	Yes
What is the date of adoption of your flood damage prevention ordinance?	August 2008
When was the most recent Community Assistance Visit or Community Assistance Contact?	August 2011
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	Yes, 2 minor violations
Do your flood hazard maps adequately address the flood risk within your jurisdiction? (If no, please state why)	No – the County currently needs urban, storm sewer, and riverine (stream gauge) data.
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	Yes – Training is needed covering current practices.

Does your jurisdiction participate in the Community Rating System (CRS)? If so, is your jurisdiction seeking to improve its CRS Classification? If not, is your jurisdiction interested in joining the CRS program?	No Yes – Cook County is interested in joining the CRS Program.
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Substantial Improvement Rule and the Substantial Damage Rule

The IDNR/OWR has developed a model ordinance for floodplain management, which has been adopted by most communities in Illinois. The ordinance includes the minimum requirements an NFIP participating jurisdiction must adopt and enforce, as well as additional higher regulatory requirements. The optional, higher regulatory standards include a minimum one foot of freeboard above the base flood elevation and cumulative tracking of damage repairs and improvements to establish substantial damage and substantial improvement compliance. Some jurisdictions have chosen to exceed the requirements of the model ordinance and have adopted more restrictive ordinances. This is most common in the communities in northeastern Illinois.

Existing Municipal Code:

Sec. 106-2 Definitions

Structure means the results of a manmade change to the land constructed on or below the ground, including the construction, reconstruction or placement of a building or any addition to a building; installing a manufactured home on a site; preparing a site for a manufactured home or installing a travel trailer on a site for more than 180 days unless they are fully licensed and ready for highway use.

Substantial damage. A building is considered substantially damaged when it sustains damage from any cause (fire, flood, earthquake, etc.), whereby the cost of fully restoring the structure would equal or exceed 50 percent of the pre-damage market value of the structure, regardless of the actual repair work performed.

Substantial improvement means any repair, reconstruction or improvement of a structure, where the cost of the improvements equals or exceeds 50 percent of the market value of the structure or increases the floor area by at least 20 percent, with the calculation of initial value or measurement of initial floor area to be taken at the latest point in time prior to the repair, reconstruction or improvement.

(1) For the purposes of this definition substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

(2) The term "substantial improvement" does not include any project for improvement of a structure to comply with existing State or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Sec. 102-105 Administration and Enforcement

(1) *The Building Department.* There is hereby created the Building Department of the County of Cook, vested with the administration of the Code and consisting of the Building Commissioner, Deputy Building Commissioner, and such other officers and employees as are herein designated and such as the county board of Commissioners may provide for in its annual appropriation ordinance.

Said Building Department shall include the office of the Commissioner, administrative services, engineering services, and inspection services.

All officers and employees of said department shall be under the direction and supervision of the Building Commissioner, and shall perform such duties as may be required of them by said building commissioner and by provisions of this Ordinance.

(3) *Permits, Certificates and Plans.*

1. *Building Permits.*

a. *Permit Required.*

(1) It shall be unlawful to erect, construct, alter, relocate, or demolish, or to commence the erection, construction, alteration, relocation, or demolition of any building or any structure, including, but not limited to, decks, sheds, fences, roofs, driveways, and windows, install equipment for the operation of a building or structure, including, but not limited to, plumbing, electrical, heating, ventilation, and air conditioning (HVAC), and mechanical equipment, elevators, sprinklers, and similar equipment, and the installation of insulation requiring the cutting or removing of drywall, without first filing with the Building Commissioner an application in writing and obtaining a permit, make site improvements that change surface topography or affect storm water drainage, or install or modify stormwater infrastructure, except as provided in [paragraph] c., below.

(2) Permit shall also be required for all proposed construction, substantial improvements, or other development, including the placement of mobile homes within floodplain areas having special flood hazards.

(3) The building permit application will be reviewed to assure that any proposed construction within flood plain areas are:

(a) Designed and anchored to prevent flotation, collapse or lateral movement of the structure.

(b) Constructed with materials and utility equipment resistant to flood damage.

(c) Constructed by methods and practices that minimize flood damage.

(d) At the time of issuance and/or prior to complying such building permits, the following information shall be noted and recorded:

(i) Elevation of the lowest floor (including basement);

(ii) Where the elevation of the lowest floor is below grade, on one or more sides, the elevation of the floor immediately above;

(iii) Where a structure has been floodproofed; the elevation to which the structure was floodproofed.

(e) The Building Commissioner may, at his discretion, request additional drawings and documented sources of information to verify that construction location will be outside the floodplain or flood table areas.

(4) Such permits, or placard indicating the possession of same, shall be posted in a conspicuous place upon the exterior of the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

b. Prior Approval of Other Authorities.

(3) No Building permit shall be issued for construction in a floodplain until Plan approval (when applicable) has been secured from the following agencies:

United States Corps of Engineers

Illinois Department of Transportation, Division of Water Resources

Illinois Environmental Protection Agency

Metropolitan Sanitary District of Greater Chicago

North Cook County Soil and Water Conservation District

Cook County Clerk's Office Map Department

Cook County Health Department

Cook County Highway Department

Cook County Zoning Board of Appeals

Sec. 106.4 Duties of the Enforcement Officials

The Department shall be responsible for the general administration and enforcement of this chapter, which shall include the following:

(1) Determining the floodplain designation.

a. Checking all proposed development sites to determine whether the site is in a special flood hazard area (SFHA) in unincorporated Cook County.

b. If the development site is in a special flood hazard area (SFHA), determining whether the site is located in a floodway, flood fringe or in a floodplain for which a detailed study has not been conducted and which drains more than one square mile.

c. Checking whether the development is potentially within an extended special flood hazard area (SFHA) (with a drainage area of less than one square mile), indicating that the development would have adverse impacts regarding storage, conveyance, or inundation which would be the basis for the applicant being required to delineate the floodplain and floodway and be subject to the provisions of the remaining sections of this chapter.

d. If the site is within a Coastal High Hazard Area, require that the minimum requirements of [Section 106-9](#) be met.

Sec. 106-9 Permitting Requirements Applicable to all Floodplain Areas

In addition to the requirements found in Sections [106-6](#)—106-8 for development in flood fringes, designated floodways, and special flood hazard areas (SFHAs) or floodplains where no floodways have been identified (Zones A, AO, AH, AE, A1-A30, A99, VO, V1-30, VE, V, M, E, D, or X), the following requirements shall be met

(3) *Protecting buildings.*

a. All buildings located within a 100-year floodplain also known as a special flood hazard area (SFHA), and all buildings located outside the 100-year floodplain but within the 500-year floodplain, shall be protected from flood damage below the flood protection elevation. This building protection criteria applies to the following situations:

1. Construction or placement of a new building;
2. Substantial improvement made to an existing building; If substantially improved, both the existing building and any addition must meet the flood protection standards of this section.
3. Installing a manufactured home on a new site or a new manufactured home on an existing site. This building protection requirements does not apply to returning a mobile home to the same site it lawfully occupied before it was removed to avoid flood damage; and
4. Installing a travel trailer on a site for more than 180 days.
5. A substantially damaged building under repair. Substantial damage shall be figured cumulatively subsequent to April 1, 1990. If substantially damaged, the entire building must meet the flood protection standards of this section

b. This building protection requirement may be met by one of the following methods:

1. A residential or nonresidential building, when allowed in zones A, AO, AH, and AE, may be constructed or substantially improved on permanent land fill in accordance with the following:

(i). The lowest floor (including basement) shall be at or above the flood protection elevation (FPE) as defined in [Section 106-1](#).

(ii) Fill requirements.

A. The fill shall be placed in layers no greater than one foot deep before compaction and should extend at least ten feet beyond the foundation of the building before sloping below the flood protection elevation.

B. The top of the fill shall be above the flood protection elevation. However, the ten-foot minimum may be waived if an Illinois licensed structural engineer certifies an alternative method to protect the building from damages due to hydrostatic pressures.

C. The fill shall be protected against erosion and scour.

D. The fill shall not adversely affect the flow or surface drainage from or onto neighboring properties.

f. In a Coastal high hazard area (zone VE), the building protection requirements of this Section must be met according to the following criteria:

1. All New Construction and Substantial Improvements shall be elevated on pilings or columns so that the bottom of the lowest horizontal structural member of the Lowest Floor (excluding the pilings or columns) is elevated to or above the FPE, and the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components.

(i) Water loading values used shall be those associated with the Base Flood.

(ii) Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 Minimum design loads and associated criteria for buildings and other structures, or other equivalent standard.

2. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Subsection [106-9\(3\)f.1](#).

3. All New Construction and Substantial Improvements shall have the space below the Lowest Floor either free of obstruction or constructed with non-supporting Breakaway Walls, open wood lattice-work, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

(i) For the purpose of Subsection [106-9\(3\)](#), a Breakaway Wall shall have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot.

(ii) Use of Breakaway Walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or where so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions:

A. Breakaway Wall collapse shall result from a water load less than that which would occur during the base flood; and

B. The elevated portion of the Building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 Minimum design loads and associated criteria for buildings and other structures, or equivalent standard.

C. All space enclosed by Breakaway Walls, open wood lattice-work, or insect screening below the lowest floor shall be used solely for parking of vehicles, building access, or storage.

4. Placement or Substantial Improvement of Manufactured Homes must comply with Section 106.9.

5. Recreational Vehicles, including park models, must either be on site for fewer than 180 consecutive days; or be fully licensed and ready for highway use; or comply with Section 106.9.

TABLE: COMMUNITY CLASSIFICATIONS			
	Participating?	Classification	Date Classified
Community Rating System	N/A	N/A	N/A
Building Code Effectiveness Grading Schedule	Yes	Unknown	Unknown
Public Protection/ISO	Yes	Unknown	Unknown
StormReady	Yes	Gold (Countywide)	2014
Tree City USA	No	N/A	N/A

Jurisdiction-Specific Natural Hazard Event History

The information provided below was solicited from the jurisdiction and supported by NOAA and other relevant data sources.

The *Natural Hazard Events Table* lists all past occurrences of natural hazards within the jurisdiction. Repetitive flood loss records are as follows:

- Number of FEMA-Identified Repetitive Loss Properties: 101 (91 Single Family, 5 Two-Four Family Residence, 3 Other Residential, 2 Other - Nonresidential)
- Number of FEMA-Identified Severe Repetitive Loss Properties: 12 (11 Single Family, 1 Two-Four Family Residence)
- Number of Repetitive Flood Loss/Severe Repetitive Loss Properties That Have Been Mitigated: 1

Federal Disasters Declared

Disaster Declaration Number	Date Declared	Event
DR-227	4/25/1967	Tornado
DR-351	9/4/1972	Flood
DR-373	4/26/1973	Flood
DR-509	6/18/1976	Severe Storm(s)
DR-643	6/30/1981	Severe Storm(s)
DR-776	10/7/1986	Flood
DR-798	8/21/1987	Flood
DR-997	7/9/1993	Flood
DR-1129	7/25/1996	Severe Storm(s)
DR-1188	9/17/1997	Severe Storm(s)
DR-1729	9/25/2007	Severe Storm(s)
DR-1800	10/3/2008	Severe Storm(s)
DR-1935	8/19/2010	Severe Storm(s)
DR-1960	3/17/2011	Snow
EM-3068	1/16/1979	Snow
EM-3134	1/8/1999	Snow
EM-3161	1/17/2001	Snow
EM-3230	9/7/2005	Hurricane – Katrina Evacuation
EM-3435	3/13/2020	Biological

DR-4116	5/10/2013	Flood
DR-4489	3/26/2020	Biological
DR-4728	8/15/2023	Severe Storm(s)
DR-4749	11/20/2023	Flood

State Disaster Declarations

Date Declared	Event
7/26/2010	Severe Storms, High Winds, Torrential Rain
1/31/2011	Winter Weather
4/25/2011	High Wind, Tornadoes, Torrential Rain
5/25/2011	
4/18/2013 4/20/2013 4/21/2013 4/25/2013 4/30/2013	Severe Storms, Heavy Rainfall, Flooding, Straight-line Winds
1/6/2014	Heavy Snowfall, Frigid Temperatures
7/12/2017 7/14/2017	Thunderstorms, Heavy Rainfall, Flooding
1/29/2019	Winter Storm
2/6/2020	Severe Storms
3/12/2020 – present (reissued monthly)	COVID-19
2/16/2021	Winter Storms
2/1/2022	Winter Storms
8/1/2022 (reissued monthly through 10/28/2022)	Monkeypox

Hazard Risk Ranking

The *Hazard Risk Ranking Table* below presents the ranking of the hazards of concern. Hazard area extent and location maps are included at the end of this chapter. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

TABLE: HAZARD RISK RANKING	
Rank	Hazard Type
1	Severe Winter Weather
2	Severe Weather
3	Flood (including urban flooding)
4	Earthquake
5	Tornado
6	Drought
7	Dam Failure

New Mitigation Actions

The following are new mitigation actions created during the 2024 update.

CW – Countywide

CCU – Cook County Unincorporated

CW.47

Mitigation Action #47: Maintenance of Existing Green Infrastructure Projects					
Lead Agency/Department Organization: Cook County, Administration	Supporting Agencies/ Organizations: City of Chicago	Estimated Cost: High	Potential Funding Source: Hazard Mitigation Grant Program (HMGP) Building Resilient Infrastructure and Communities (BRIC) Flood Mitigation Assistance (FMA) Program Community Development Block Grant (CDBG)	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Flood (Riverine, Urban, Coastal/Shoreline) Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)
Year Initiated		2025			
Applicable Jurisdiction		Cook County			
Applicable Goal		1,2,3			
Applicable Objective		2,3,12,13			
Cost Analysis (Low, Medium, High)		High			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			

Action/Implementation Plan and Project Description:	Securing funding for maintenance of existing green infrastructure projects that are reducing flooding and/or reducing heat, such as tree canopy expansions, rain gardens, pocket gardens, etc.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	N

CW.48

Mitigation Action #48: Upgrade Infrastructure Investments					
Lead Agency/Department Organization: Cook County, Administration	Supporting Agencies/ Organizations: City of Chicago	Estimated Cost: High	Potential Funding Source: Hazard Mitigation Grant Program (HMGP) Building Resilient Infrastructure and Communities (BRIC) Flood Mitigation Assistance (FMA) Program Community Development Block Grant (CDBG)	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flood (Riverine, Urban, Coastal/Shoreline) Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds) Severe Winter Weather (Ice Storm, Heavy Snow, Blizzards, Extreme Cold)
Year Initiated	2025				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,4				
Applicable Objective	1,2,8,12,13				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	Medium				

Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium
Action/Implementation Plan and Project Description:	Take measures to upgrade infrastructure investments at community cooling and warming sites, such as libraries, schools, parks and other existing government-owned and operated resiliency sites
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	N

CW.49

Mitigation Action #49: Study and implement improvements to sewer/wastewater infrastructure to mitigate impacts from severe weather and flooding.					
Lead Agency/Department Organization: Build Up Cook	Supporting Agencies/ Organizations: Underserved municipalities in Cook County that qualify	Estimated Cost: High	Potential Funding Source: Hazard Mitigation Grant Program (HMGP) Building Resilient Infrastructure and Communities (BRIC) Flood Mitigation Assistance (FMA) Program Community Development Block Grant (CDBG), In-Kind Labor	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Flood (Riverine, Urban, Coastal/Shoreline) Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)
Year Initiated		2024			
Applicable Jurisdiction		Cook County			

Applicable Goal	1,2,3
Applicable Objective	2, 3, 12, 13
Cost Analysis (Low, Medium, High)	High
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Build Up Cook works with Cook County's most under-resourced municipalities to build up their capacity for capital infrastructure. To have our municipalities be in compliance with the Clean Air Act, we are requesting assistance scoping multi jurisdictional investments to improve sewer infrastructure.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	N

CW.50

Mitigation Action #50: Study, assess, and identify mitigation alternatives to increase resilience of water infrastructure to reduce water main breaks.					
Lead Agency/Department Organization: Build Up Cook	Supporting Agencies/ Organizations: Underserved municipalities that qualify	Estimated Cost: High	Potential Funding Source: Hazard Mitigation Grant Program (HMGP) Building Resilient Infrastructure and Communities (BRIC) Community Development Block Grant (CDBG) In-Kind Labor	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Severe Winter Storms (Snow, Blizzards, Ice Storms, Extreme Cold)

Year Initiated	2024
Applicable Jurisdiction	Cook County
Applicable Goal	1,2,3
Applicable Objective	2,3,12,13
Cost Analysis (Low, Medium, High)	High
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Build Up Cook works with Cook County's most under-resourced municipalities to build up their capacity for capital infrastructure. Several of our municipalities are experiencing an increase in water main breaks as a result of the change in climate. The results lead to flooding, compromised drinking water, and incurred debt to resolve the issue. We are requesting assistance scoping out replacing water mains in our BUC municipalities.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	N

Ongoing Mitigation Actions

During the 2024 update, these "ongoing" mitigation actions and projects were modified and/or amended, as needed.

CW – Countywide

CCU – Cook County Unincorporated

Action CCU.2

Mitigation Action #CCU2: Review the existing debris management plan and update as necessary.					
Lead Agency/Department Organization: DOTH, EMRS	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund	Estimated Projected Completion Date:	Hazard(s) Mitigated: All

				Short-term, ongoing	
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,5				
Applicable Objective	813				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I				

Action CCU.4

Mitigation Action #CCU4: Review current building codes, ordinances, and zoning guidelines and update as necessary.					
Lead Agency/Department Organization: DBZ, DOTH, MWRD	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,5				
Applicable Objective	1, 2, 3,7,9,19				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority	O				

Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	
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Action CCU.9

Mitigation Action #CCU9: Continue our partnership with the National Oceanic and Atmospheric Administration (NOAA).					
Lead Agency/Department Organization: EMRS, BOT	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term, ongoing	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3				
Applicable Objective	5, 6, 8, 12, 13				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Yearly weather update meetings are being held with County staff and partners.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CCU.10

Mitigation Action #CCU10: Expand the Cook County EMRS training program to include: county-wide elected officials, emergency managers, and other key emergency response personnel.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source:	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: All

			General Fund, SHSP, HSGP		
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,4				
Applicable Objective	8, 12, 13				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Conducted nine (9) Leading Through Crisis Trainings in 2016. And will continue to be conducted throughout 2017.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CCU.11

Mitigation Action #CCU.11—Integrate the Hazard Mitigation Plan (HMP) and Threat Hazard Identification Risk Assessment (THIRA) into other plans, programs, and initiatives that enhance or support all phases of emergency management.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium, DPD, MWRD	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term, ongoing	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,4,5,6				
Applicable Objective	All				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Completed yearly through the THIRA/SPR				

Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CCU.12

Mitigation Action #CCU.12 - Support homeowner education on flood insurance programs.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium, DPD, MWRD	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term, ongoing	Hazard(s) Mitigated: Flooding
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,4,5,6				
Applicable Objective	6,8				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low				
Action/Implementation Plan and Project Description:	Provide NFIP updates and changes.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CCU.13

Mitigation Action #CCU.13—Consider building code provisions to reduce earthquake damage risk.					
Lead Agency/Department Organization: DBZ, OCPP	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source:	Estimated Projected	Hazard(s) Mitigated: Earthquakes

			General Fund	Completion Date: Long-term	
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3				
Applicable Objective	2,10				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I				

Action CCU.15

Mitigation Action #CCU.15—Develop a mass notification system for tornadoes					
Lead Agency/Department Organization: EMRS	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: General Fund, BRIC, HMGP	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Tornado
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,4,5,6				
Applicable Objective	2,5,8,12				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	Continue to maintain and improve the Everbridge system.				
Actual Completion Date or Ongoing Indefinite					

Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I Still in Development
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Action CCU.16

Mitigation Action #CCU.16: Consider public education programs on tornado warning protocols and shelter facilities					
Lead Agency/Department Organization: EMRS	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: General Fund, BRIC, HMGP	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Tornado
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,4,5,6				
Applicable Objective	2,5,8,12				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	Part of the mass notification system training.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	X				

Action CCU.17

Mitigation Action #CCU.17—Conduct regular analysis to identify vulnerabilities within Countywide communication systems					
Lead Agency/Department Organization: EMRS, BOT	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source:	Estimated Projected Completion Date:	Hazard(s) Mitigated: Severe Weather

			General Fund, HSGP	Short-term	
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3				
Applicable Objective	1, 2, 5, 8				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	EMRS preforms a communication exercise on the statewide StarCom network the 1st Tuesday of each month with 256 of our public safety partners.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CCU.18

Mitigation Action #CCU.18—Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to prevent future structure damage. Give priority to properties with exposure to repetitive losses.					
Lead Agency/Department Organization: EMRS, DBZ, DPD, MWRD, IDNR	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: General Fund, BRIC, HMGP, FMA	Estimated Projected Completion Date: Short-term, ongoing	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3				
Applicable Objective	9, 10, 11, 13				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				

Action/Implementation Plan and Project Description:	EMRS was awarded a 1.6 million dollar Flood Mitigation Assistance grant to buyout FEMA and IEMA eight (8) severe repetitive loss flood prone properties.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CCU.19

Mitigation Action #CCU.19—Coordinate with MWRD for flood-related mitigation projects.					
Lead Agency/Department Organization: MWRD, EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, HMGP, BRIC, FMA	Estimated Projected Completion Date: Short-term, ongoing	Hazard(s) Mitigated: Flooding
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3				
Applicable Objective	All				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	Currently working with MWRD to buyout flood prone properties.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CCU.22

Mitigation Action #CCU.22—Consider obtaining easements for planned and regulated public use of privately-owned/ publicly owned land for temporary water retention and drainage.					
Lead Agency/Department Organization: MWRD, DBZ, EMRS, DOTH, DPD	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term, ongoing	Hazard(s) Mitigated: Flooding, Severe Weather
Year Initiated		2014			
Applicable Jurisdiction		Cook County			
Applicable Goal		1,2,3			
Applicable Objective		1, 2, 3, 13			
Cost Analysis (Low, Medium, High)		High			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		I			

Action CCU.24

Mitigation Action #CCU.24—Develop a strategy to address sewer and storm sewer capacity issues for future mitigation projects.					
Lead Agency/Department Organization: MWRD, Public Safety Consortium, EMRS	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: General Funds, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding, Severe Weather
Year Initiated		2014			
Applicable Jurisdiction		Cook County			
Applicable Goal		1,2,3			

Applicable Objective	9, 10
Cost Analysis (Low, Medium, High)	High
Priority and Level of Importance (Low, Medium, High)	Medium
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Working with MWRD and Cook County Department of Highways
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CCU.25

Mitigation Action #CCU.25—Participate in the Community Rating System (CRS).					
Lead Agency/Department Organization: Public Safety Consortium, EMRS	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3				
Applicable Objective	10,11				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I				

Action CCU.26

Mitigation Action #CCU.26: Maintain good standing under the National Flood Insurance Program by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts.					
Lead Agency/Department Organization: DBZ	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Flooding
Year Initiated		2014			
Applicable Jurisdiction		Cook County			
Applicable Goal		1, 3			
Applicable Objective		4, 6, 9			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project		Medium			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CCU.29

Mitigation Action #CCU.29—Evaluate the role of a Floodplain Administrator for Cook County and appoint the agency that has the highest degree of capability to maintain the County's floodplain management program.					
Lead Agency/Department Organization: DOTH, EMRS	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term, ongoing	Hazard(s) Mitigated: Flooding
Year Initiated		2014			
Applicable Jurisdiction		Cook County			
Applicable Goal		1, 3			
Applicable Objective		8,9,11			

Cost Analysis (Low, Medium, High)	Low
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project	Medium
Action/Implementation Plan and Project Description:	
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CCU.30

Mitigation Action #CCU.30—Develop more efficient methods to conduct post-disaster damage assessments and the integration of GIS.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2,3,5				
Applicable Objective	3,4,13				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Conducting internal trainings with staff. And plan to conduct trainings with municipalities.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project	I				

Completed; **R** = Want Removed from Annex; **X**
= No Action Taken/Delayed

Action CCU.32

Mitigation Action #CCU.32—Further develop supply chain plans for public health and healthcare-related concerns					
Lead Agency/Department Organization: CCDPH, EMRS, CCH	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Flooding
Year Initiated		2014			
Applicable Jurisdiction		Cook County			
Applicable Goal		1,2,3			
Applicable Objective		2, 8			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:		Ongoing effort to increase coordination with the Cook County Department of Public Health and Health and Hospitals System.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CCU 33

Mitigation Action #CCU.33—Begin Flood Control Project on Farmers and Prairie Creeks					
Lead Agency/Department Organization: MWRD	Supporting Agencies/ Organizations:	Estimated Cost: \$15,000,000	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding

Year Initiated	2019
Applicable Jurisdiction	Cook County
Applicable Goal	1,2
Applicable Objective	1, 2, 3, 4, 7, 9
Cost Analysis (Low, Medium, High)	Medium
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	ID: FRCR-12 Contract: 12-056-3F, Watershed: Lower Des Plaines Location: Park Ridge, Des Plaines, and Maine Township, IL Provides flood storage and conveyance improvements along Farmers and Prairie Creeks, including channel modifications, detention expansion, diversion sewer construction, and streambank stabilization.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CCU 34

Mitigation Action #CCU.34—Begin Road Flood Control Project.					
Lead Agency/Department Organization: MWRD, DOTH	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated	2019				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2				
Applicable Objective	1, 2, 3, 4, 7, 9				
Cost Analysis (Low, Medium, High)	Medium				

Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	ID: IDOT-17 Contract: 14-065-5C Watershed: Lower Des Plaines Location: Unincorporated Northfield, Maine Township, and Glenview, IL Analysis of new conveyance improvements along Central Road and possible detention facilities.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CCU 35

Mitigation Action #CCU.35—Begin Plainfield Road Flood Control Project from Willow Springs to East Avenue.					
Lead Agency/Department Organization: MWRD	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated	2019				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2				
Applicable Objective	1, 2, 3, 4, 7, 9				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	ID: CCDTH 4 Contract: 14-112-5C				

	Watershed: Lower Des Plaines Location: LaGrange; Countryside; McCook; and Lyons Township, IL May include construction of a new trunk sewer along portions of Planfield Road, 55th Street and East Avenue and stormwater improvements to the McCook Ditch, McCook Ditch Overflow, and McCook Levee. Estimated Construction Cost: TBD Status: Preliminary Engineering being finalized.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CCU 36

Mitigation Action #CCU.36—Begin Flood Control on Calumet-Sag Tributary C.					
Lead Agency/Department Organization: MWRD	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated	2019				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2				
Applicable Objective	1, 2, 3, 4, 7, 9				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	ID: Bremen Twp 1 Contract: 14-257-5C Watershed: Cal-Sag Channel Location: Bremen Township & Midlothian, IL Preliminary engineering alternatives developed to address flooding along Calumet-Sag Tributary Channel in the vicinity of 143rd Street and Linder Avenue.				

Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CCU 37

Mitigation Action #CCU.37—Develop Forest Preserve District of Cook County Green Infrastructure Project.					
Lead Agency/Department Organization: MWRD	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated	2019				
Applicable Jurisdiction	Cook County				
Applicable Goal	1,2				
Applicable Objective	1, 2, 3, 4, 7, 9				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I				

Action CCU 38

Mitigation Action #CCU.38—Start Storm Drainage System Improvement on 151st Street at Boca Rio Ditch in the City of Oak Forest. CCDOTH is working with MWRD and the City of Oak Forest to replace the deteriorating culvert with a larger one which will help to reduce the risk of local flooding.					
Lead Agency/Department Organization: CCDOTH	Supporting Agencies/ Organizations: MWRD	Estimated Cost: \$619,000	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated		2019			
Applicable Jurisdiction		CCDOTH/MWRD/City of Oak Forest			
Applicable Goal		1,2,3			
Applicable Objective		2, 3, 7, 9, 13			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium - Will reduce flood risk for up to 28 residential structures.			
Action/Implementation Plan and Project Description:		The main component of the project will be the replacement of the deteriorating culverts underneath 151st Street, which is under CCDOTH jurisdiction, with larger culverts. In addition, we anticipate additional improvements to promote improved water quality and reduce the potential for siltation and erosion through streambank stabilization and a naturalized channel section with sedimentation basins to reduce future migration of silt downstream of 151st Street.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		I			

Action CW.1

Mitigation Action #CW1—Cook County EMRS will develop its disaster intelligence capabilities in order to provide comprehensive support to the planning area for preparedness, mitigation, response, and recovery.					
Lead Agency/Department Organization: EMRS, Bureau of Technology	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		County-Wide			
Applicable Goal		1,4,5,6			
Applicable Objective		2,3,5,6,12			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:		Cook County DHSEM will develop its disaster intelligence capabilities in order to provide comprehensive support to the planning area for preparedness, mitigation, response, and recovery.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CW.2

Mitigation Action #CW2—Continue to support the success of the Public Safety Consortium in the following areas: mission, guidance, scope, structure, and training.					
Lead Agency/Department Organization:	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source:	Estimated Projected Completion Date:	Hazard(s) Mitigated: All

EMRS, Public Safety Consortium			General Fund, SHSP	Short-term and ongoing	
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	All				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low				
Action/Implementation Plan and Project Description:	Continue to support the success of the Public Safety Consortium in the following areas: mission, guidance, scope, structure, and training.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CW.3

Mitigation Action #CW3—Complete the countywide mass notification system project					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	2,5,8,12				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				

Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Complete the countywide mass notification system project
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.4

Mitigation Action #CW4—Integrate WebEOC into countywide operations and partner agencies.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	1,2,5,8				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Integrate WebEOC into countywide operations and partner agencies.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion;	O				

O = Ongoing Indefinitely; **C** = Project Completed; **R** = Want Removed from Annex; **X** = No Action Taken/Delayed

Action CW.5

Mitigation Action #CW5—Enhance the current Cook County evacuation plan.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term and ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		County-Wide			
Applicable Goal		All			
Applicable Objective		1,2,5,8			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:		Enhance the current Cook County evacuation plan.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CW.6

Mitigation Action #CW6—Review the Cook County sheltering inventory (type, location, and future development based on population models).

Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term and ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		County-Wide			
Applicable Goal		All			
Applicable Objective		8,12			
Cost Analysis (Low, Medium, High)		Medium			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:		Review the Cook County sheltering inventory (type, location, and future development based on population models).			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CW.7

Mitigation Action #CW7—Expand the Cook County Mobile Response Team capabilities for emergency and disaster response.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term and ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		County-Wide			
Applicable Goal		All			
Applicable Objective		1,2,8,12			

Cost Analysis (Low, Medium, High)	Medium
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Expand the Cook County Mobile Response Team capabilities for emergency and disaster response.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.8

Mitigation Action #CW8—Create a template to promote uniformity in Emergency Operations Plans within the planning area.					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	1,2,5,8,12,13				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Create a template to promote uniformity in Emergency Operations Plans within the planning area.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority	O				

Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	
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Action CW.9

Mitigation Action #CW9—Develop and implement a countywide critical infrastructure security program.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term and ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		County-Wide			
Applicable Goal		All			
Applicable Objective		1,2,5,12			
Cost Analysis (Low, Medium, High)		Medium			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:		Develop and implement a countywide critical infrastructure security program			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CW.10

Mitigation Action #CW10—Develop a Cook County Community Emergency Response Team Program that is interoperable with local Community Emergency Response Team programs.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Long--term	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		County-Wide			
Applicable Goal		All			
Applicable Objective		1,2,8,12			
Cost Analysis (Low, Medium, High)		High			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:		Develop a Cook County Community Emergency Response Team Program that is interoperable with local Community Emergency Response Team programs. A resiliency module was added to this training.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O 2024 update: A resiliency module was added to this training curriculum.			

Action CW.11

Mitigation Action #CW11—Review outreach strategies for populations with access or functional needs to expand countywide support capabilities in all phases of the disaster cycle.					
Lead Agency/Department Organization:	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source:	Estimated Projected Completion Date:	Hazard(s) Mitigated: All

EMRS, Public Safety Consortium			General Fund, SHSP, BRIC, HMGP	Short-term and ongoing	
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	8,12				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low				
Action/Implementation Plan and Project Description:	Review outreach strategies for populations with access or functional needs to expand countywide support capabilities in all phases of the disaster cycle.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CW.12

Mitigation Action #CW12—Continue to promote the core competencies of the StormReady Program for increased countywide severe weather preparedness.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term and ongoing	Hazard(s) Mitigated: All
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	1,2,5,6,8,12				
Cost Analysis (Low, Medium, High)	Low				

Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium
Action/Implementation Plan and Project Description:	Continue to promote the core competencies of the StormReady Program for increased countywide severe weather preparedness.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.13

Mitigation Action #CW13—Revisit and review all existing mutual aid agreements and memorandums of understanding and determine how new action items should be incorporated.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium, Dept. of Business Continuity	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term and ongoing	Hazard(s) Mitigated: Severe Weather
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	1,2,8				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low				
Action/Implementation Plan and Project Description:	Revisit and review all existing mutual aid agreements and memorandums of understanding and determine how new action items should be incorporated.				

Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.15

Mitigation Action #CW15—Identify and promote local, state, and federal funding sources for local flood mitigation projects.					
Lead Agency/Department Organization: EMRS, Bureau of Economic Development Department of Planning and Development	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flood
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	1,2,7,9				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	Identify and promote local, state, and federal funding sources for local flood mitigation projects.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion;	O				

O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	
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Action CW.16

Mitigation Action #CW16—Consider the development of a countywide green infrastructure plan.					
Lead Agency/Department Organization: Metropolitan Water Reclamation District, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		County-Wide			
Applicable Goal		All			
Applicable Objective		1,3,4,6,8,10,13			
Cost Analysis (Low, Medium, High)		Medium			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:		Consider the development of a countywide green infrastructure plan.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CW.17

Mitigation Action #CW17—Consider the development of a countywide climate adaptation strategy committee.					
Lead Agency/Department Organization: EMRS, Public Safety Consortium	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		County-Wide			
Applicable Goal		All			
Applicable Objective		1, 3, 4, 6, 8, 10, 13			
Cost Analysis (Low, Medium, High)		Medium			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:		Consider the development of a countywide climate adaptation strategy committee.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CW.18

Mitigation Action #CW18—Maintain a hazard mitigation plan website where this final plan will be housed and planning partners, as well as members of the public, will be able to monitor plan implementation.					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			

Applicable Jurisdiction	County-Wide
Applicable Goal	All
Applicable Objective	6,8
Cost Analysis (Low, Medium, High)	Low
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low
Action/Implementation Plan and Project Description:	Maintain a hazard mitigation plan website where this final plan will be housed and planning partners, as well as members of the public, will be able to monitor plan implementation.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O In 2019, DHSEM updated their mitigation web site to more effectively communicate with the public.

Action CW.19

Mitigation Action #CW19—Support planning partner education by requesting mobile training courses covering the National Flood Insurance Program and Community Rating System information during the period of this plan.					
Lead Agency/Department Organization: EMRS Administration, FEMA, IASFM	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Flood
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	3,6,8,9,11				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				

Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium
Action/Implementation Plan and Project Description:	Support planning partner education by requesting mobile training courses covering the National Flood Insurance Program and Community Rating System information during the period of this plan. The Illinois Association for Floodplain and Stormwater Management currently has a course that is available to support planning partners in the education of NFIP and CRS
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.20

Mitigation Action #CW20—Work with IDNR, U.S. Army Corps of Engineers (USACE), and MWRD to study and assess in greater detail the risk associated with stormwater/urban flooding.					
Lead Agency/Department Organization: EMRS Administration, IDNR, USACE, MWRD	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Short-term and Long-term	Hazard(s) Mitigated: Flood Severe Weather
Year Initiated	2014				
Applicable Jurisdiction	County-Wide				
Applicable Goal	All				
Applicable Objective	3,6,8,9,11				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				

Action/Implementation Plan and Project Description:	Work with IDNR, U.S. Army Corps of Engineers (USACE), and MWRD to study and assess in greater detail the risk associated with stormwater/urban flooding.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.21

Mitigation Action #CW21—Evaluate capability and capacity for all local governments to provide and sustain emergency power to critical infrastructure resources under their control.					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations: All participating Jurisdictions	Estimated Cost: High	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Dam/Levee Failure, Earthquake, Flood, Severe Weather, Severe Winter Weather, Widespread Power Outage, Nuclear Power Plant Incidents, Hazardous Materials Incident, Tornado
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	1				
Applicable Objective	1,2				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	High				

Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Evaluate capability and capacity for all local governments to provide and sustain emergency power to critical infrastructure resources under their control. Facilities may serve as shelters for individuals with functional and access needs and/or special needs populations.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.22

Mitigation Action #CW22—Provide emergency power to critical infrastructure resources under local government control and sustain emergency power for a minimum of 72 hours without outside support based on the results of the emergency power evaluation (see Action CW.21)					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations: All participating Jurisdictions	Estimated Cost: High	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Dam/Levee Failure, Earthquake, Flood, Severe Weather, Severe Winter Weather, Widespread Power Outage, Nuclear Power Plant Incidents, Hazardous Materials Incident, Tornado
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	1				

Applicable Objective	1,2
Cost Analysis (Low, Medium, High)	High
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Provide emergency power to critical infrastructure resources under local government control and sustain emergency power for a minimum of 72 hours without outside support based on the results of the emergency power evaluation. Facilities may serve as shelters for individuals with functional and access needs and/or special needs populations.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.23

Mitigation Action #CW23—Implement the Cook County Multi-Jurisdictional Hazard Mitigation Plan to more effectively establish a "programmatic" approach that integrates new and existing mitigation initiatives throughout the County by maximizing regional coordination and two-way information sharing of stakeholders.					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations: All participating Jurisdictions	Estimated Cost: High	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Dam/Levee Failure, Earthquake, Flood, Severe Weather, Severe Winter Weather, Widespread Power Outage, Nuclear Power Plant Incidents, Hazardous

					Materials Incident, Tornado
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	2,3,4,5				
Applicable Objective	All				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Enhance regional coordination of stakeholders to realize more impactful outcomes and to develop a regular two-way hazard mitigation information-sharing network. Ensure neighboring communities are collaborating and coordinating the implementation of mitigation initiatives to ensure synergies are leveraged, when applicable, and that mitigation actions in one community are not adversely impacting another nearby community.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CW.24

Mitigation Action #CW24— Enhance the current EMRS web site to more effectively be a resource for Cook County residents and jurisdictions within the County.					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations: All participating Jurisdictions	Estimated Cost: Medium	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: All
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				

Applicable Goal	1,4,5,6
Applicable Objective	6
Cost Analysis (Low, Medium, High)	Medium
Priority and Level of Importance (Low, Medium, High)	Medium
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium
Action/Implementation Plan and Project Description:	Add more information for public consumption on the DHSEM website. This includes preparedness information, information in other languages, and public resources. Encourage jurisdictions that do not have their own emergency management web site to direct residents to the DHSEM site.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.25

Mitigation Action #CW25— Maximize mitigation plan participation by all jurisdictions within Cook County, including those municipalities that share borders with adjoining counties.					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations: All participating Jurisdictions	Estimated Cost: Low	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: All
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	4				
Applicable Objective	8				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				

Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	Cook County, once the 2019 MJ-HMP is complete, has committed to moving from a relatively static mitigation plan to a Mitigation Program. As part of the Mitigation Program, during the annual review and update process, Cook County will continue to promote and encourage the border counties and municipalities to participate in all appropriate mitigation planning and programs. This inter-county coordination will provide municipalities with more and simplified mitigation funding opportunities.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.26

Mitigation Action #CW26— Implement and enforce zoning ordinances regarding impervious surface areas in residential and commercial areas to enhance drainage and manage development.					
Lead Agency/Department Organization: Cook County Department of Building and Zoning	Supporting Agencies/ Organizations: All participating Jurisdictions, specifically unincorporated areas within the county	Estimated Cost: Low	Potential Funding Source: General Fund, SHSP, BRIC, HMGP, FMA	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Flood
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	2,3				
Applicable Objective	3,4,10				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				

Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High
Action/Implementation Plan and Project Description:	As part of the permit review, if a parcel or a portion of it is in the floodplain (FEMA), floodway (FEMA) or in the Environmentally Sensitive Areas (as designated by Cook County Comprehensive Plan 1999), it is sent to an engineering consultant for review and advisement. The consultant's recommendation(s) and suggestions are related to the permit applicant and the permit is only approved after all requirements are met. This may also require outside agencies' (MWRD, IEPA, U.S. Army Corp. of Engineers) review and approval.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.27

Mitigation Action #CW27—Promote and implement new ordinances, guidelines, and actions for tree removal and replacement.					
Lead Agency/Department Organization: Cook County Department of Building and Zoning	Supporting Agencies/ Organizations: All participating Jurisdictions, specifically unincorporated areas within the county	Estimated Cost: Low	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Severe Weather, Severe Winter Weather, Tornado, Widespread Power Outage
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	2,3				
Applicable Objective	3,4,10				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				

Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium
Action/Implementation Plan and Project Description:	Cook County's Landscape Ordinance provides guidelines for tree removal and replacements and Landscape Plans must be submitted for all new construction permits.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.28

Mitigation Action #CW28—Design and construct stormwater improvement projects in the County					
Lead Agency/Department Organization: Cook County Economic Development, MWRD	Supporting Agencies/ Organizations: All participating Jurisdictions, specifically unincorporated areas within the county	Estimated Cost: High	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Flood
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	1,2,3				
Applicable Objective	1,2,3,4,7,9				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	Projects that may be ready to proceed in the near future include, but are not limited to:				

	Calumet Park – design/engineering and construction funding for stormwater improvements in West Calumet Park Maywood - design/engineering and construction funding for stormwater improvements Midlothian – design/engineering and possibly construction funding for stormwater improvements in the Jolly Homes subdivision
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.29

Mitigation Action #CW29—Implement and sustain Cook County's Disaster Recovery Program.					
Lead Agency/Department Organization: Cook County Bureau of Economic Development - Cook County Department of Planning and Development	Supporting Agencies/Organizations: All jurisdictions within Cook County (as applicable) and specifically unincorporated areas within the County MWRD Cook County Department of Transportation and Highways (CCDOH) U.S. Army Corps of Engineers (USACE) Federal Emergency Management Agency (FEMA)	Estimated Cost: High	Potential Funding Source: General Fund, SHSP, BRIC, HMGP	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Flood

	Illinois Department of Natural Resources (IDNR)				
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	2,3				
Applicable Objective	2,3,7,9				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	Implement and continue progress on CDBG-DR projects.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O				

Action CW.30

Mitigation Action #CW30—Promote and implement new ordinances, guidelines, and actions for tree removal and replacement.					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations: All jurisdictions within Cook County Cook County GIS Consortium	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: All
Year Initiated	2019				
Applicable Jurisdiction	County-Wide				
Applicable Goal	2,3				

Applicable Objective	2,3,8
Cost Analysis (Low, Medium, High)	Low
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium
Action/Implementation Plan and Project Description:	In order to better analyze hazard risk, exposure, vulnerability and impacts, there is a need to better incorporate municipal-level GIS data when conducting future risk assessments. Cook County DHSEM will update the Annual Progress Report process to include a systematic process to better understand local-level GIS data and capabilities and to identify a point of contact for each municipality. This will position the County and participating jurisdictions with a realistic and meaningful assessment of potential hazard impacts.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action CW.31

Mitigation Action #CW31—Promote and implement new ordinances, guidelines, and actions for tree removal and replacement.					
Lead Agency/Department Organization: EMRS Administration	Supporting Agencies/ Organizations: MWRD City of Chicago Village of Richton Illinois Department of Natural Resources Borg Warner Equity Corp City of Elmhurst	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Dam/Levee Failure

	Village of Wheeling Forest Preserve District of Cook County				
Year Initiated		2019			
Applicable Jurisdiction		County-Wide			
Applicable Goal		2,3			
Applicable Objective		2,8			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:		In order to better understand the risk of dam failure in the planning area, DHSEM will obtain all EAPs and inundation maps of each high hazard (Hazard Class I) dam in the planning area. This will be done by communicating and partnering with the owning organizations of each dam and requesting this information. The information will be kept in a confidential space either digitally or physically and will be used in the event of a dam failure or should an event occur to cause a dam in the planning area to be at risk of failing. The inundation maps and EAPs will help DHSEM better understand the dam failure risk.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action CW.32

Mitigation Action #CW32—Flood Hazard Mitigation study					
Lead Agency/Department Organization: MWRD	Supporting Agencies/ Organizations: Donohue Group	Estimated Cost: Medium	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated		2019			

Applicable Jurisdiction	Village of Phoenix
Applicable Goal	1,4,5,6
Applicable Objective	1, 3, 9
Cost Analysis (Low, Medium, High)	Low
Priority and Level of Importance (Low, Medium, High)	Medium
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium
Action/Implementation Plan and Project Description:	Use the Linkage Package in the 2019 Cook County Multi-Jurisdictional Hazard Mitigation Plan to assist Cook County Forest Preserve District to become a participant.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CW.33

Mitigation Action #CW33—Support Illinois Coastal Management Program in Cook County					
Lead Agency/Department Organization: DOTH	Supporting Agencies/ Organizations: EMRS	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding, Coastal Erosion
Year Initiated	2021				
Applicable Jurisdiction	FEMA, IEMA, EMRS				
Applicable Goal	1,2,5				
Applicable Objective	1, 3, 9				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:					

Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CW.34

Mitigation Action #CW34—Create Resilience Hubs for the residents of Cook County					
Lead Agency/Department Organization: Cook County Dept of Environment and Sustainability	Supporting Agencies/Organizations: EMRS	Estimated Cost: \$2,800,000	Potential Funding Source: General Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: All
Year Initiated	2021				
Applicable Jurisdiction	CC Environment and Sustainability				
Applicable Goal	1,4				
Applicable Objective	1, 2, 6				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	Project will begin in late 2021 and continue for approximately 2 1/2 years. IEPA loan was granted and will cover funds for project. Plan will allow infrastructure to handle more flow further reducing the chance of flooding during severe storms and heavy rains.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project	2024 update: Resilience hubs are currently being developed in Robbins and Ford Heights with the potential for future opportunities to develop strategies in large dense urban cities.				

Completed; **R** = Want Removed from Annex; **X**
= No Action Taken/Delayed

Action CW.36

Mitigation Action #CW36—Support Chicago and MWRD River Gauge Funding Program					
Lead Agency/Department Organization: MWRD, EMRS	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Dam/Levee Failure, Flooding
Year Initiated		2021			
Applicable Jurisdiction		EMRS Preparedness			
Applicable Goal		1,2,3,4			
Applicable Objective		1, 2, 9			
Cost Analysis (Low, Medium, High)		Medium			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High - River Gauges are a critical indicator of potential flooding for Cook County Communities. They provide early warning for response and potential mitigation of events.			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		I			

Action CW.37

Mitigation Action #CW37—Support Chicago and MWRD River Gauge Funding Program					
Lead Agency/Department Organization: EMRS	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: MWRD, BRIC, HMGP, FMA	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding

Year Initiated	2021
Applicable Jurisdiction	EMRS Preparedness
Applicable Goal	4,5,6
Applicable Objective	1, 2, 9
Cost Analysis (Low, Medium, High)	Low
Priority and Level of Importance (Low, Medium, High)	Medium
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low
Action/Implementation Plan and Project Description:	-Create and maintain a Public Outreach Program for all Cook County Jurisdictions to provide a more resilient Cook County.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CW.38

Mitigation Action #CW38—Provide Leading Through Crisis Training to all County senior and executive municipal leadership					
Lead Agency/Department Organization: EMRS	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: SHSP, HSGP	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: All
Year Initiated	2021				
Applicable Jurisdiction	Countywide				
Applicable Goal	4,5,6				
Applicable Objective	1, 6				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	Medium				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low				

Action/Implementation Plan and Project Description:	The Leading Through Crisis training will provide routine educational opportunities for senior and executive municipal leadership responsible for Cook County's local disaster response.
Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I

Action CW.39

Mitigation Action #CW39—Increase the Cook County Pet Sheltering capacity					
Lead Agency/Department Organization: EMRS	Supporting Agencies/ Organizations: Animal Control	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: All
Year Initiated	2021				
Applicable Jurisdiction	EMRS Preparedness				
Applicable Goal	2,3				
Applicable Objective	7				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	Low				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Low				
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I				

Action CW.40

Mitigation Action #CW40—South Suburban Household Hazardous Waste Collection Facility					
Lead Agency/Department Organization: DES	Supporting Agencies/ Organizations:	Estimated Cost: \$5,000,000	Potential Funding Source: ARPA	Estimated Projected Completion Date: 2026	Hazard(s) Mitigated: Hazardous Materials Incident
Year Initiated		2021			
Applicable Jurisdiction		Countywide, Cook County			
Applicable Goal		2,3			
Applicable Objective		2			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Improved safety for residents, remove sources of hazardous materials from residents home, ensure proper management and disposal of household hazardous waste			
Action/Implementation Plan and Project Description:		The Cook County Department of Environment and Sustainability (DES) will establish a facility in the south suburbs to provide residents the opportunity to remove HHW items from their homes and ensure the proper management and disposal of the items. DES is coordinating with BAM to locate and construct the facility. The facility will be operated through an intergovernmental agreement with the Illinois Environmental Protection Agency.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		I 2024 Update: The Household Hazardous Waste (HHW) facility will be constructed at the South Suburban College campus at 15800 S. State St. in South Holland, IL. The facility is scheduled to open in spring/summer 2025 and will collect HHW items from Illinois residents.			

Action CW.41

Mitigation Action #CW41—Improving Health & Supporting Equity through Green Infrastructure					
Lead Agency/Department Organization: DES	Supporting Agencies/ Organizations:	Estimated Cost: \$96,000,000	Potential Funding Source: General Fund	Estimated Projected Completion Date: 2026	Hazard(s) Mitigated: Flooding

	DEMRS, DOTH, CPD				
Year Initiated	2021				
Applicable Jurisdiction	Countywide, Cook County				
Applicable Goal	1,6				
Applicable Objective	1, 9				
Cost Analysis (Low, Medium, High)	High				
Priority and Level of Importance (Low, Medium, High)	Low				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High - Improved safety for residents, reduced flood damage to property, save labor and time associated with cleanup, reduced energy usage, cost savings for heating/cooling, positive health outcomes, reducing heat island effect, increasing green space				
Action/Implementation Plan and Project Description:	Proposed project includes multiple projects broken into five major components: 1. Identify ten target communities that will most benefit from green infrastructure enhancements and increased tree canopy, building upon work that has already been accomplished by key partners. 2. Meet with community leaders in target communities to map key outcomes and goals, identify desirable projects. 3. Implement green infrastructure enhancements according to goals identified. 4. Monitor and maintain the projects.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I				

Action CW.42

Mitigation Action #CW42—Climate Resiliency Plan Development					
Lead Agency/Department Organization: DES	Supporting Agencies/ Organizations: EMRS, DOTH, CPD	Estimated Cost: \$15,944,640	Potential Funding Source: ARPA	Estimated Projected Completion Date: 2026	Hazard(s) Mitigated: Drought, Flooding, Extreme Heat, Hail, Snow, Blizzard,

					Extreme Cold, Ice Storms
Year Initiated	2021				
Applicable Jurisdiction	Countywide, Cook County				
Applicable Goal	1,2,4,5,6				
Applicable Objective	1, 2, 3,				
Cost Analysis (Low, Medium, High)	Low				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium - Improved safety for residents, reduced flood damage to property, save labor and time associated with cleanup, reduced energy usage, cost savings for heating/cooling, positive health outcomes, reducing heat island effect, increasing green space				
Action/Implementation Plan and Project Description:	The Department of Environment and Sustainability will identify up to five environmental justice communities that want to develop Climate Resiliency Plans but need staff or funding to do so. Together with community partners, we will generate actionable goals that support planning, policy, and funding decisions to reduce threats from a changing climate and promote resiliency. Upon completion of Climate Resiliency Plans for each community, Cook County will issue grants to implement select projects, prioritized by community impact and regional importance. This support will emphasize green infrastructure, tree planting, job training, and maintenance in each community.				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I 2024 Update: Bellwood, Franklin Park, Justice, Lynwood, and Markham are each creating a climate resiliency plan through the County's Climate Resiliency Planning for Communities program.				

Action CW.43

Mitigation Action #CW43—Rain Ready Plan Implementation					
Lead Agency/Department Organization: DES	Supporting Agencies/ Organizations: DOTH, CPD, MWRD	Estimated Cost: \$6,100,000	Potential Funding Source: ARPA	Estimated Projected Completion Date: 2026	Hazard(s) Mitigated: Flooding
Year Initiated	2021				

Applicable Jurisdiction	Countywide
Applicable Goal	1,2,6
Applicable Objective	1, 2, 3, 9
Cost Analysis (Low, Medium, High)	Low
Priority and Level of Importance (Low, Medium, High)	High
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium - Improved safety for residents, reduced flood damage to property, save labor and time associated with cleanup, reduced energy usage, cost savings for heating/cooling, positive health outcomes, reducing heat island effect, increasing green space
Action/Implementation Plan and Project Description:	Cook County partnered with the Center for Neighborhood Technology to create a Rain Ready plan for the Calumet Corridor, which includes Blue Island, Calumet City, Calumet Park, Dolton, Riverdale, and Robbins and has a history of both disinvestment and flooding. The Department of Environment and Sustainability will put these six communities on a path towards greater resilience by implementing many of the recommended projects to improve stormwater management through green infrastructure and sustainable economic development. Prior to implementation, we will work with communities, the Metropolitan Water Reclamation District, and other partner organizations to prioritize efforts by community impact and regional importance. <i>Additional Information:</i> Cook County allocated \$6 million to reduce negative impacts caused from flooding by implementing RainReady, a program that helps people and communities manage flooding in a time of climate change. RainReady plans will be implemented in six flood-prone communities known as the Calumet Corridor. These communities located along the Little Calumet River include Blue Island, Calumet City, Calumet Park, Dolton, Riverdale and Robbins. Actions include, but are not limited to: Blue Island - possibly RainReady Homes, possibly green alleys Calumet City - Green alleys, Green street at Sibley & Wentworth Calumet Park - Green schoolyard at Burr Oak School, Green street at Winchester Ave (completed) Dolton - RainReady Homes Riverdale - RainReady Homes Robbins - possibly Green Street at Claire Blvd

Actual Completion Date or Ongoing Indefinite	In Progress
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	I Project Start Date: Summer 2023 Project End Date: Fall 2026

Action CW.44

Mitigation Action #CW44—Neighborhood Revitalization					
Lead Agency/Department Organization: DES	Supporting Agencies/Organizations: BAM, FPD	Estimated Cost: 10,000,000	Potential Funding Source: General Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated		2021			
Applicable Jurisdiction		Countywide, Cook County			
Applicable Goal		1,2,6			
Applicable Objective		1, 8			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium - Improved safety for residents, remove sources of contamination and redevelop properties, increasing green space			
Action/Implementation Plan and Project Description:		The Cook County Department of Environment and Sustainability will expand its current brownfield program to assess and remediate sites throughout suburban and Cook County to promote economic growth and investment through redevelopment. Brownfield sites can also be remediated and returned to other productive uses such as open green space, parks, and flood/stormwater retention. The Forest Preserve District of Cook County is also a partner in the program to acquire additional greenspace.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project		I			

Completed; **R** = Want Removed from Annex; **X**
= No Action Taken/Delayed

Action CW.45

Mitigation Action #CW44—Replace water main infrastructure					
Lead Agency/Department Organization: CCBED	Supporting Agencies/ Organizations: BAM, FPD	Estimated Cost: 450,000	Potential Funding Source: BRIC, HMGP, FMA, CDBG	Estimated Projected Completion Date: 2024	Hazard(s) Mitigated: Flooding
Year Initiated		2021			
Applicable Jurisdiction		Cook County CBDG Fund			
Applicable Goal		1,2,3			
Applicable Objective		1, 2			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High - Decrease water main break/disruption and increase water quality			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		I			

Action CW.46

Mitigation Action #45: Implement a Green Infrastructure program for the County as a whole					
Lead Agency/Department Organization:	Supporting Agencies/ Organizations:	Estimated Cost: TBD; Medium	Potential Funding Source:	Estimated Projected Completion Date:	Hazard(s) Mitigated: Flooding

EMRS	MWRD		Grant Fund, HMGP, BRIC	Long-term	
Year Initiated		2014			
Applicable Jurisdiction		Countywide			
Applicable Goal		1			
Applicable Objective		9,13			
Cost Analysis (Low, Medium, High)		Medium—The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Mitigation of water flow to reduce urban flooding Medium—Project will have a long-term impact on the reduction of risk exposure for life and property, or project will provide an immediate reduction in the risk exposure for property.			
Action/Implementation Plan and Project Description:		Develop a Countywide program to educate and assist municipalities in the use of green infrastructure to mitigate flooding and potential grant opportunities.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Completed Actions

Completed Mitigation Actions - An archive of all identified and completed projects, including completed actions since 2014.

Completed Action Items
CCU
Enhance/update the Cook County post-disaster action plans.

Strengthen the Cook County Continuity of Operations Plans (COOP).
Expand the capabilities of the Cook County Emergency Response Centers – North, Central, and South.
Continue to support the development of the current Cook County Emergency Operations Center (EOC).
Map and assess community vulnerability to seismic hazards.
Support and maintain a comprehensive plan for urban flooding.
Adopt “no-adverse impact” floodplain management policies.
Consider developing the development of a plan that incorporates public and private partners to protect critical infrastructure and critical facilities within the county.
Increase capability for severe winter weather incidents through snow removal assets, weather tracking, and identification of where excess snow will be relocated.
CW
Develop a countywide hazards task force to create a collective approach to natural hazard mitigation through the unification of plans, actions, and data.

Future Needs to Better Understand Risk/Vulnerability

No needs have been identified at this time.

Additional Comments

No additional comments at this time.

Hazard Mapping

Volume I provides the necessary information and maps regarding the hazards that affect Cook County and the unincorporated areas.

Arlington Heights

Hazard Mitigation Plan Point of Contact

Primary Point of Contact	Alternate Point of Contact	Alternate Point of Contact
Jim Zaharopoulos, Sewer Foreman 222 N Ridge Ave. Arlington Heights IL 60005 jzaharopoulos@vah.com	David Roberts, Div. Chief 1150 N. Arlington Heights Road Arlington Heights, IL 60004 Telephone: 847-368-5450 Email Address: droberts@vah.com	Mike Pagones, Village Engineer 33 S Arlington Heights Rd Arlington Heights, IL 60005 Telephone: 847-368-5267 Email Address: mpagones@vah.com

Jurisdiction Profile

The following is a summary of key information about the jurisdiction and its history:

Date of Incorporation: 1887

Current Population: The 2020 U.S. Census population was 77,676. The 2022 U.S. Census estimate indicated the population was 75,195.

Population Growth: The overall population has decreased .44% percent between 2016 and 2022.

Location and Description: Arlington Heights is a village in Cook County. A suburb of Chicago, it lies about 25 miles (40 km) northwest of the city's downtown. It is the most populous community in the United States that is incorporated as a "village", and is the 13th most populous municipality in Illinois, although it is not far ahead of its nearby Illinois neighboring villages of Schaumburg and adjacent Palatine. The village is also home to the Arlington Heights Memorial Library, which has one of the largest collections in the state.

Brief History: Arlington Heights was founded in the mid-1800s by Asa Dunton. Asa's son William Dunton was the first landowner in this small farming community. In 1853 William Dunton persuaded the Illinois & Wisconsin Railroad to make a stop and a depot in the area and he laid out a town called Dunton in the surrounding area. In 1887 the community was incorporated as the Village of Arlington Heights with a population of 1,000.

Climate: The climate in Arlington Heights is typical for the mid-west. Average rainfall is 32 inches and the average snowfall is 24 inches annually. The July high temperature is 83 degrees and the January low temperature is 11 degrees. The comfort index, which is based on humidity during hot months, is 46, which is close to the national average of 44.

Governing Body Format: The Village of Arlington Heights is a home rule community with a council-manager form of government that provides policy leadership by elected officials along with the administrative direction of a village manager. The Village Board is composed of eight (8) Trustees and

one (1) Village President, who is the Mayor. The Village consists of sixteen (16) departments and nineteen (19) boards and commissions. This body of Government will assume the responsibility for adoption and implementation of the plan.

Development Trends: Arlington Heights has experienced a recent boom in development of condos, restaurants and other businesses in the Central Business District or downtown area of Arlington Heights, with restaurants experiencing the greatest overall success. Some of the most popular restaurants include Javier's Sabor Mexicano, Peggy Kinanes, Mago Grill, TTOWA Korean Bistro, Shakou, and Francescas. Although land and space is now limited in Arlington Heights, business and community development along with community design are key concerns. The Village of Arlington Heights is also instrumental in business, residential and community development. The community is served by many fine hotels.

Changes in Community Priorities: Dedicated capital related to infrastructure and resiliency.

Capability Assessment

The assessment of the jurisdiction's legal and regulatory capabilities is presented in the *Legal and Regulatory Capability Table* below. The assessment of the jurisdiction's fiscal capabilities is presented in the *Fiscal Capability Table* below. The assessment of the jurisdiction's administrative and technical capabilities is presented in *Administrative and Technical Capability Table* below. Information on the community's National Flood Insurance Program (NFIP) compliance is presented in the *National Flood Insurance Program Compliance Table* below. Classifications under various community mitigation programs are presented in the *Community Classifications Table* below.

TABLE: LEGAL AND REGULATORY CAPABILITY					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Codes, Ordinances & Requirements					
Building Code	Yes	No	No	Yes	Ord. 20-05 3/1/20: 2018 International Building Code (IBC) 2018 International Existing Building Code (IEBC) 2018 International Fire Code (IFC) 2018 International Fuel Gas Code (IFGC) 2018 International Mechanical

					Code (IMC) 2018 International Property Maintenance Code (IPMC) 2018 International Residential Code (IRC) 2018 International Swimming Pool and Spa Code (ISPSC) 2017 National Electric Code (NEC) 2015 NFPA 101 - Life Safety Code (LSC) 2018 Illinois Accessibility Code (IAC) 2021 Illinois Energy Conservation Code (IECC) 2014 State of Illinois Plumbing Code
Zonings	Yes	No	No	Yes	(65 ILCS 5/) Illinois Municipal Code. Ord. 85-114, 9/23/1985
Subdivisions	Yes	No	No	No	Ord. 07-114, 9/23/1985
Stormwater Management	Yes	No	Yes	Yes	State regulates industrial activity from Construction sites 1 acre or larger under section 402 CWA.

					MWRD - TARP Ord. 07-023, 4/9/2007
Post Disaster Recovery	No	No	No	No	
Real Estate Disclosure	No	No	Yes	Yes	(765 ILCS 77/) Residential Real Property Disclosure Act.
Growth Management	Yes	No	No	No	97-038, 1997
Site Plan Review	Yes	No	No	No	Ord. 95-088, 12/4/1995
Public Health and Safety	Yes	No	Yes	No	Cook County Dept. of Public Health Ord. 95-088, 12/4/1995
Environmental Protection	No	No	No	No	
Planning Documents					
General or Comprehensive Plan	Yes	No	No	No	Ord. 97-038, 1997 could be linked
<i>Is the plan equipped to provide integration to this mitigation plan?</i>					N/A
Floodplain or Basin Plan	No	No	No	No	
Stormwater Plan	No	No	No	No	
Capital Improvement Plan	No	No	No	No	
<i>What types of capital facilities does the plan address?</i>					N/A
<i>How often is the plan revised/updated?</i>					N/A
Habitat Conservation Plan	No	No	No	No	
Economic Development Plan	Yes	No	Yes	Yes	92-113, 97-038 11/16/92
Shoreline Management Plan	No	No	No	No	
Response/Recovery Planning					
Comprehensive Emergency Management Plan	Yes	No	No	Yes	1st 1982, amended bi.ann.

					Latest 2013-2014
Threat and Hazard Identification and Risk Assessment	No	No	Yes	No	Cook County EMRS Preparing THIRA
Terrorism Plan	Yes	No	No	Yes	Emergency Operations Plan Annex Q
Post-Disaster Recovery Plan	Yes	No	Yes	Yes	Emergency Operations Plan Annex P
Continuity of Operations Plan	Yes	No	Yes	No	Emergency Operations Plan Annex A
Public Health Plans	Yes	No	Yes	No	Emergency Operations Plan Annex E

TABLE: FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	Yes
Withhold Public Expenditures in Hazard-Prone Areas	No
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	

TABLE: ADMINISTRATIVE AND TECHNICAL CAPABILITY		
Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Planning, Engineering & Community Development Departments
Engineers or professionals trained in building or infrastructure construction practices	Yes	Building and Engineering Departments
Planners or engineers with an understanding of natural hazards	Yes	Engineering & Public Works
Staff with training in benefit/cost analysis	Yes	Planning & Community Development Departments

Surveyors	No	Outsourced
Personnel skilled or trained in GIS applications	Yes	Cook County GIS Consortium
Scientist familiar with natural hazards in local area	No	Outsourced
Emergency manager	Yes	Fire/AH Emergency Management Agency
Grant writers	Yes	Planning, Community Development Departments

TABLE: NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE	
What department is responsible for floodplain management in your jurisdiction?	Engineering
Who is your jurisdiction's floodplain administrator? (department/position)	Engineering Dept. Director
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date of adoption of your flood damage prevention ordinance?	No
When was the most recent Community Assistance Visit or Community Assistance Contact?	4/9/07 12/09/05
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? (If no, please state why)	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	Continued training is always welcomed.
Does your jurisdiction participate in the Community Rating System (CRS)? If so, is your jurisdiction seeking to improve its CRS Classification? If not, is your jurisdiction interested in joining the CRS program?	No; No

NFIP Participation Activities

Maintaining compliance under the NFIP is an important component of flood risk reduction. All planning partners that participate in the NFIP have identified actions to maintain their compliance and good standing. Cook County entered the NFIP on April 15, 1981. Structures permitted or built in the County before then are called "pre-FIRM" structures, and structures built afterwards are called "post-FIRM." The insurance rate is different for the two types of structures. The effective date for the current countywide FIRM is August 19, 2008. This map is a DFIRM (digital flood insurance rate map). The communities in Cook County that participate in the NFIP are shown in **Table: NFIP Participating Communities in Cook County** in **Volume I** of the Cook County MJ-HMP.

The NFIP makes federally-backed flood insurance available to homeowners, renters, and business owners in participating communities. The communities in Cook County that participate in the NFIP and their "Policies in Force," "Total Coverage," and "Total Written Premiums" are shown in **Table: Cook County Flood Insurance Policies** in **Volume I** of the Cook County MJ-HMP.

Substantial Improvement Rule and the Substantial Damage Rule

The IDNR/OWR has developed a model ordinance for floodplain management, which has been adopted by most communities in Illinois. The ordinance includes the minimum requirements an NFIP participating jurisdiction must adopt and enforce, as well as additional higher regulatory requirements. The optional, higher regulatory standards include a minimum one foot of freeboard above the base flood elevation and cumulative tracking of damage repairs and improvements to

establish substantial damage and substantial improvement compliance. Some jurisdictions have chosen to exceed the requirements of the model ordinance and have adopted more restrictive ordinances. This is most common in the communities in northeastern Illinois.

Existing Municipal Code:

Section 15-102 Definitions

Substantial Damage. *Damage* of any origin sustained by a structure whereby the cumulative percentage of *damage* during the life of the building equals or exceeds 50 percent of the market value of the structure before the *damage* occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes Repetitive Loss Buildings See [Section 15-102](#), "Repetitive Loss."

Substantial Improvement. Any reconstruction, rehabilitation, addition, or improvement of a structure taking place during the life of the building in which the cumulative percentage of improvements equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started.

1. "Substantial Improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures which have incurred repetitive loss or *substantial damage*, regardless of the actual work done.
2. The term does not, however, include either:
 - a) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
 - b) Any alteration of a "historic structure" listed on the National Register of Historic Places or the Illinois Register of Historic Places, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Section 15-104 Duties of the Director of Engineering

- a. Determining the Floodplain Designation.
 1. Check all new development sites to determine whether they are in a Special Flood Hazard Area (SFHA).
 2. If they are in a SFHA, determine whether they are in a floodway, flood fringe or in a floodplain for which a detailed study has not been conducted and which drains more than one square mile.
 3. Check whether the development is potentially within an extended SFHA (with a drainage area less than one square mile), indicating that the development would have adverse impacts regarding storage, conveyance, or inundation which would be the basis for the applicant being required to delineate the floodplain and floodway and be subject to the remaining sections of this Chapter.
- b. Professional Engineer Review.
 1. If the development site is within a floodway or in a floodplain for which a detailed study has not been conducted and which drains more than one square mile, the permit shall be referred to a registered professional engineer under the employ or contract of the Village for review to ensure that the development meets [Section 15-107](#) or [15-108](#).

2. In the case of an Appropriate Use, the P.E. shall state in writing that the development meets the requirements of Section 15-107.
- g. *Damage Determinations*. Make *damage* determinations of all *damaged* buildings in the SFHA after a flood to determine *substantially damaged* structures which must comply with Section 15-109(c)(3).

Section 15-109 Permitting Requirements Applicable to all Floodplain Areas

In addition to the requirements found in Sections 15-106, 15-107 and 15-108 for development in flood fringes, designated floodways, and SFHA or floodplains where no floodways have been identified, the following requirements shall be met.

- c. Protecting Buildings.
 1. All buildings located within a 100-year floodplain, also known as a SFHA, shall be protected from flood *damage* below the flood protection elevation. This building protection criteria applies to the following situations:
 - a) Construction or placement of a new building or alteration or addition to an existing building valued at more than \$1,000.00 or 70 square feet.
 - b) *Substantial* improvements or structural alterations made to an existing building that increase the floor area by more than 20 percent or equal or exceed the market value by 50 percent. Alteration shall be figured cumulatively during the life of the building. If *substantially* improved, the existing structure and the addition must meet the flood protection standards of this Section.
 - c) Repairs made to a *substantially damaged* building. These repairs shall be figured cumulatively during the life of the building. If *substantially damaged* the entire structure must meet the flood protection standards of this Section.
 3. A residential or non-residential building may be elevated in accordance with the following:
 - f) Manufactured homes, and travel trailers to be installed on a site for more than 180 days, shall be elevated to or above the flood protection elevation; and, shall be anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the Rules and Regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code Part 870. In addition, all manufactured homes shall meet the following elevation requirements:
 1. In the case of manufactured homes placed or *substantially* improved (1) outside of a manufactured home park or subdivision, (2) in a new manufactured home park or subdivision, (3) in an expansion to an existing manufactured home park or subdivision, or (4) in an existing manufactured home park or subdivision on which a manufactured home has incurred *substantial damage* from a flood, the top of the lowest floor shall be elevated to or above the flood protection elevation.
 2. In the case of manufactured homes placed or *substantially* improved in an existing manufactured home park or subdivision, the manufactured home shall be elevated so that either the top of the lowest floor is above the base flood elevation or the chassis is at least 36 inches in height above grade and supported by reinforced piers or other foundations of equivalent strength, whichever is less.

6. Construction of new or *substantially* improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or three feet above the level of the 100-year flood frequency elevation whichever is greater. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities.

TABLE: COMMUNITY CLASSIFICATIONS			
	Participating?	Classification	Date Classified
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	Yes	4	3/27/12
Public Protection/ISO	Yes	ISO Class 1	June 2021
StormReady	Yes	Gold (Countywide)	2014
Tree City USA	Yes	N/A	1980

Opportunities to Expand and Improve Capabilities

Opportunities to expand and improve capabilities include developing a strategy to identify and set aside municipal funds to assist with the 25% cost match for FEMA HMA mitigation grants. Due to the technical expertise needed to develop grant applications and benefit cost analyses for FEMA HMA grants, the municipality has a need for qualified grant writers to assist in the development and management of these grants.

Plan Integration

The capability assessment describes opportunities to "link" or integrate the mitigation plan into other planning mechanisms. The process and mechanism to identify opportunities to integrate the Cook County MJ-HMP into other planning mechanisms will occur during the Annual Update Process and be reflected in the Jurisdictional Annual Report each year. Specific plan integration opportunities will include:

- The hazards, goals, and actions of the Hazard Mitigation Plan will be considered in the next update of the Comprehensive Plan.
- The hazards, goals, and actions of the Hazard Mitigation Plan will be considered in the next update of the jurisdiction's land use plans, zoning, and subdivision codes.

Emergency Plan Integration:

Cook County EMRS is supporting communities to develop and update their respective Emergency Operations Plans, Continuity of Operations Plan/Continuity of Government Plan, and Recovery Plan in 2024. This is an ongoing countywide initiative and is being implemented in all municipalities.

Emergency Operations Plan (EOP)

An EOP template was created for all municipalities. The 2019 Cook County MJ-HMP and the hazards in the mitigation plan have been integrated into the Situation and Assumptions section of the EOP. Within that section, the natural hazards based on the 2019 MJ-HMP were added in the Initial Analysis and Assessment and Identification of Hazards section of the EOP. The hazards in the 2019 plan and

the 2024 MJ-HMP did not change apart from adding wildfires for the Forest Preserve and unincorporated areas of the County. Future updates of the EOP will take into consideration any additional new natural hazards that are added to subsequent updates to the MJ-HMP.

Continuity of Operations Plan (COOP)

The Continuity of Operations Plan (COOP) for the municipality includes a Situation section that is based on the 2019 Cook County MJ-HMP jurisdictional annex, and specifically the hazards identified in the annex. The COOP-specific risk assessment is hazard-specific and based on likelihood of occurrence and severity of impact.

Recovery Plan

The goals of the Recovery Plan were developed to align with the 2019 Cook County MJ-HMP, and specifically prioritizes the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment. The plan acknowledges that hazard mitigation is an important priority and consideration during the rebuilding process.

Jurisdiction-Specific Natural Hazard Event History

The information provided below was solicited from the jurisdiction and supported by NOAA and other relevant data sources.

The *Natural Hazard Events Table* lists all past occurrences of natural hazards within the jurisdiction. Repetitive flood loss records are as follows:

- Number of FEMA-Identified Repetitive Loss Properties: 3 (2 Single Family, 1 Other Residential)
- Number of FEMA-Identified Severe Repetitive Loss Properties: 0
- Number of Repetitive Flood Loss/Severe Repetitive Loss Properties That Have Been Mitigated: (1 Single Family, 1 Two-Four Family Residence, 1 Other Residential, 1 Business-Nonresidential)

Federal Disasters Declared

Disaster Declaration Number	Date Declared	Event
DR-227	4/25/1967	Tornado
DR-351	9/4/1972	Flood
DR-373	4/26/1973	Flood
DR-509	6/18/1976	Severe Storm(s)
DR-643	6/30/1981	Severe Storm(s)
DR-776	10/7/1986	Flood
DR-798	8/21/1987	Flood
DR-997	7/9/1993	Flood
DR-1129	7/25/1996	Severe Storm(s)
DR-1188	9/17/1997	Severe Storm(s)
DR-1729	9/25/2007	Severe Storm(s)
DR-1800	10/3/2008	Severe Storm(s)
DR-1935	8/19/2010	Severe Storm(s)

DR-1960	3/17/2011	Snow
EM-3068	1/16/1979	Snow
EM-3134	1/8/1999	Snow
EM-3161	1/17/2001	Snow
EM-3230	9/7/2005	Hurricane – Katrina Evacuation
EM-3435	3/13/2020	Biological
DR-4116	5/10/2013	Flood
DR-4489	3/26/2020	Biological
DR-4728	8/15/2023	Severe Storm(s)
DR-4749	11/20/2023	Flood

State Disaster Declarations

Date Declared	Event
7/26/2010	Severe Storms, High Winds, Torrential Rain
1/31/2011	Winter Weather
4/25/2011 5/25/2011	High Wind, Tornadoes, Torrential Rain
4/18/2013 4/20/2013 4/21/2013 4/25/2013 4/30/2013	Severe Storms, Heavy Rainfall, Flooding, Straight-line Winds
1/6/2014	Heavy Snowfall, Frigid Temperatures
7/12/2017 7/14/2017	Thunderstorms, Heavy Rainfall, Flooding
1/29/2019	Winter Storm
2/6/2020	Severe Storms
3/12/2020 – present (reissued monthly)	COVID-19
2/16/2021	Winter Storms
2/1/2022	Winter Storms
8/1/2022 (reissued monthly through 10/28/2022)	Monkeypox

TABLE: NATURAL HAZARD EVENTS			
Type of Event	FEMA Disaster Number (if applicable)	Date	Preliminary Damage Assessment/ Event Narrative
Severe Weather		8/28/2018	Numerous power lines were blown down in Arlington Heights.
Severe Weather/Hail		4/10/2017	Hail in the size of 0.75 (diameter) occurred as a result of scattered thunderstorms
Severe Weather		6/6/2016	-
Polar Vortex/Winter Weather		12/2013 - 3/2014	-

Severe Weather/Strong Wind		7/19/2013	A large tree limb was blown down on South Salem Lane in Arlington Heights.
Severe Weather/Urban Flooding	DR-4116	4/2013	The exit ramp from Interstate 90 to Arlington Heights Road was blocked due to flooding. Widespread flooding was reported across northern Cook County. \$12,000,000 in property damage resulted due to the event.
Severe Weather/Urban Flooding		6/2012	-
Severe Weather/Urban Flooding		7/2011	-
Severe Weather/Hail		4/19/2011	Nickel size hail was reported in Arlington Heights and associated with strong thunderstorms and heavy rain
Severe Weather/Strong Wind		9/21/2010	-
Severe Weather/Urban Flooding		5/13/2010	2.15 inches in Arlington Heights with \$50,000 in property damage resulted due to the event.
Severe Weather/Hail		4/5/2010	Hail in the size of 0.88 (diameter) occurred as a result of scattered thunderstorms
Winter Weather		1/2010	An 85 year old female died on Cold Spring Road in Arlington Heights due to cold exposure.
Severe Weather/Urban Flooding		8/2009	Storm total rainfall of 3.53 inches was reported near Hintz and Windsor Roads.
Strong Wind		5/2009	North northwest of Arlington Heights, power lines were blown down blocking Arlington Heights Road and also at the intersection of Lake Cook and Hicks Road.
Severe Weather/Urban Flooding		4/27/2009	The event started in Arlington Heights with minor flooding occurring on some streets

Winter Storm		1/2009	10.7 inches of snowfall occurred due to a winter storm in Arlington Heights
Severe Weather/Urban Flooding		7/2008	Rainfall of 3.26 inches was reported one mile south of Arlington Heights.
Severe Weather/Urban Flooding		6/19/2008	The exit from Interstate 90 to Arlington Road was barely passable due to flooding.
Severe Weather/Urban Flooding	DR-1800	9/2008	Wilke Road between Kirchoff and Central was flooded in Arlington Heights.
Severe Weather/Urban Flooding		7/18/2008	Meadow Drive was closed due to flooding. Widespread street flooding was reported throughout Rolling Meadows.
Severe Weather/Hail		7/2/2008	Quarter size hail was reported near Lake Cook and Arlington Heights Roads.
Severe Weather/Strong Wind		9/25/2007	-
Severe Weather/Strong Wind		8/23/2007	-
Severe Weather/Strong Wind		7/18/2007	-
Severe Weather/Strong Wind		7/9/2007	-
Severe Weather/Hail		10/2/2006	Multiple thunderstorms moved through Arlington Heights and wind damage occurred.
Severe Weather/Urban Flooding		9/2006	-
Severe Weather/Strong Wind		7/20/2006	Over 300 reports of damaged trees were received by Arlington Heights Public Works.
Severe Weather/Hail		9/22/2005	-
Severe Weather/Strong Wind		6/4/2005	
Severe Weather/Urban Flooding		5/30/2004	Street flooding occurred at Rand Road and Kennicott Avenue in Arlington Heights.
Severe Weather/Hail		3/1/2004	
Winter Storm		1/2005	-

Severe Weather/Hail		8/1/2003	-
Severe Weather/Hail		7/20/2003	-
Severe Weather/Hail		7/17/2003	Hail occurred in Arlington Heights and Dundee Road and at Milwaukee and Dundee Road.
Severe Weather/Hail		7/17/2003	Hail ranged from the size of pennies to golf balls in Arlington Height.
Winter Storm		1/2002	-
Severe Weather/Strong Wind		5/2000	The storm did considerable damage along the Lake-Cook County line - in Arlington Heights, Palatine, Buffalo Grove, Deerfield, Highland Park, Wheeling, and Northbrook. Thousands of large tree limbs and trees were downed smashing cars and homes.
Winter Storm		2/2000	-
Severe Weather/Hail		6/9/1999	-
Winter Storm		1/1999	-
Severe Weather/Strong Wind		5/28/1998	Wind gust reached 65 mph in Country Club Hills and 60 mph in Arlington Heights. In Arlington Heights, the public works department reported 15 homes had been hit by felled trees and between six and 10 cars were hit by trees.
Severe Weather/Urban Flooding	DR-798	8/1987	-
Severe Weather/Urban Flooding	DR-776	9/1986	-
Winter Storm		1/1979	-

Jurisdiction-Specific Hazards: Vulnerabilities and Impacts

Hazards that represent a county-wide risk are addressed in the Risk Assessment section of the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan Update. This section only addresses the hazards and their associated impacts that are **relevant** and **unique** to the municipality.

Flood/Severe Weather: Multiple areas are prone to urban flooding in the community which causes road blockages, especially in poor drainage areas.

Hail: This event occurs during thunderstorms, which often cause flooding and severe wind events. Power line, structures, and trees are frequently damaged.

Tornado/High Winds: High winds have historically affected residential areas, causing downed trees and downed electrical lines.

Snow: Senior citizens and individuals with functional and access needs in the community have historically had issues when there is a large amount of snow or severe winter weather.

Extreme Cold: Senior citizen complexes/housing, and those that reside in those facilities are especially vulnerable during extreme cold incidents.

Indicator	Number	Percent
Families in poverty	1,093	3.8%
People with disabilities	10,410	9.5%
People over 65 years	20,115	18.2%
People under 5 years	7,091	6.4%
People of color	33,376	30.3%
Black	3,193	2.9%
Native American	310	0.3%
Hispanic	17,299	15.7%
Difficulty with English	5,788	5.6%
Households with no car	2,395	5.3%
Mobile homes	0	0%

Data are from the U.S. Census Bureau, American Community Survey. See methods for more information.

The community evaluated whether vulnerability, and subsequently the potential impacts, in hazard-prone areas had increased, decreased, or remained the same for each natural hazard identified in this Hazard Mitigation Plan. Climate change, infrastructure expansion, and economic shifts that can affect vulnerability were considered. For example, if planned development is in an identified hazard area or is not built to the updated building codes, it may increase the community's vulnerability to future hazards and disasters. On the other hand, if development occurred with mitigation practices in place, the vulnerability may have remained the same or decreased. Additionally, shifting demographics were taken into consideration when assessing development trends.

Jurisdiction-Specific Climate Change Vulnerability and Impacts

The table below outlines if climate change, as assessed by the local planning team, has increased or decreased the municipality's vulnerability/exposure, and thereby the potential impacts, to each natural hazard over the past five (5) years (**Current Vulnerability**), and the effect of climate change in the future probability of occurrence and impacts (**Future Vulnerability**) from each natural hazard.

Hazard	Vulnerability
Current Vulnerability	
Dam and Levee Failure	Not Applicable
Drought	Remained the Same
Earthquake	Remained the Same
Flood (Riverine, Urban, Shoreline)	Increased
Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)	Remained the Same
Severe Winter Weather (Ice Storms, Heavy Snow, Blizzards, Extreme Cold)	Decreased
Tornado	Remained the Same
Wildfire (Wildfire Smoke)	Increased

Hazard	Vulnerability
Future Vulnerability	
Dam and Levee Failure	Not Applicable
Drought	No Change is Anticipated
Earthquake	No Change is Anticipated
Flood (Riverine, Urban, Shoreline)	Increase
Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)	Increase
Severe Winter Weather (Ice Storms, Heavy Snow, Blizzards, Extreme Cold)	Increase
Tornado	Increase
Wildfire (Wildfire Smoke)	Increase

Jurisdiction-Specific Changes (or Expected Changes) in Development Trends in Hazard-Prone Areas

The table below outlines if development, as assessed by the local planning team, over the past five (5) years (**Current Vulnerability**) has increased or decreased the jurisdiction's vulnerability/exposure, and thereby the potential impacts, to these natural hazards, and the anticipated effects changes in development may have on the future probability of occurrence and impacts (**Future Vulnerability**) from these natural hazards.

Hazard	Vulnerability
Current Vulnerability	
Dam and Levee Failure	Not Applicable
Drought	Remained the Same
Earthquake	Remained the Same
Flood (Riverine, Urban, Shoreline)	Increased
Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)	Increased
Severe Winter Weather (Ice Storms, Heavy Snow, Blizzards, Extreme Cold)	Increased
Tornado	Increased
Wildfire (Wildfire Smoke)	Increased

Hazard	Vulnerability
Future Vulnerability	
Dam and Levee Failure	Not Applicable
Drought	No Change is Anticipated
Earthquake	No Change is Anticipated
Flood (Riverine, Urban, Shoreline)	Increase
Severe Weather (Extreme Heat, Lightning, Hail, Fog, High Winds)	Increase
Severe Winter Weather (Ice Storms, Heavy Snow, Blizzards, Extreme Cold)	Increase
Tornado	Increase
Wildfire (Wildfire Smoke)	Increase

An increase in population, increase in impervious area makes our jurisdiction more vulnerable to flooding or the impacts of severe storms. Increases in population and buildings will have a connection to economy and community activities.

Hazard Risk Ranking

The *Hazard Risk Ranking Table* below presents the ranking of the hazards of concern. Hazard area extent and location maps are included at the end of this chapter. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

TABLE: HAZARD RISK RANKING	
Rank	Hazard Type
1	Severe Weather/Urban Flooding
2	Severe Winter Weather
3	Flooding (a)
4	Earthquake
5	Tornado
6	Drought
7	Dam Failure
(a) Arlington Heights is not subject to river flooding but we are and have been affected by urban flooding issues for many years. We have subjectively placed flooding higher than its score value ranking would have put it due to our past experience. Experience has shown that our urban flooding issues are more directly connected to severe summer storms with excessively heavy rain fall rather than spring snow thawing events. Because of these issues we have grouped Severe Weather/Urban Flooding together with a risk rating of 54 since we only get the flooding along with these storms.	

New Mitigation Actions

The following are new mitigation actions created during the 2024 update.

Action A-2.22

Mitigation Action #22: Construct a Stormwater Detention Facility					
Lead Agency/Department Organization: Public Works & Engineering Department	Supporting Agencies/ Organizations: Arlington Heights Park District	Estimated Cost: High	Potential Funding Source: State Special Funds Illinois Department of Commerce and Economic Opportunity General Fund	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Flood (Riverine, Urban, Coastal/Shoreline)
Year Initiated		2025			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2			
Applicable Objective		3,9			
Cost Analysis (Low, Medium, High)		High			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:		Construct a stormwater detention facility to mitigate against flooding in the Forrest Avenue / Hawthorne Street area.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed;		N			

R = Want Removed from Annex; **X** = No Action Taken/Delayed

Action A-2.23

Mitigation Action #23: Construct a Storm Sewer and Stormwater Detention Facility					
Lead Agency/Department Organization: Public Works & Engineering Department	Supporting Agencies/ Organizations: Arlington Heights Park District	Estimated Cost: Low	Potential Funding Source: State Special Funds Illinois Department of Commerce and Economic Opportunity General Fund	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Flood (Riverine, Urban, Coastal/Shoreline)
Year Initiated		2024			
Applicable Jurisdiction		Village of Arlington Heights - Public Works and Engineering Dept.			
Applicable Goal		1,2			
Applicable Objective		3,9			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:		Construct a storm sewer and stormwater detention facility to improve drainage and mitigate against urban street flooding in the Evergreen Ave / Maude Ave area.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed;		N			

R = Want Removed from Annex; **X** = No Action Taken/Delayed

Action A-2.24

Mitigation Action #24: Improve the Existing Ditch System					
Lead Agency/Department Organization: Public Works & Engineering Department	Supporting Agencies/ Organizations: Arlington Heights School District 25	Estimated Cost: High	Potential Funding Source: State Special Funds Hazard Mitigation Grant Program (HMGP) Flood Mitigation Assistance (FMA) Program General Fund	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flood (Riverine, Urban, Coastal/Shoreline)
Year Initiated		2024			
Applicable Jurisdiction		Village of Arlington Heights - Public Works and Engineering Dept.			
Applicable Goal		1,2			
Applicable Objective		3,9			
Cost Analysis (Low, Medium, High)		High			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:		Improve the existing ditch system, construct new storm sewers and a stormwater detention facility to mitigate against urban flooding in the Scarsdale Estates neighborhood.			

Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	N

Ongoing Mitigation Actions

The following are ongoing actions with no definitive end or that are still in progress. During the 2024 update, these "ongoing" mitigation actions and projects were modified and/or amended, as needed.

Action A-2.2

Mitigation Action #2: Construction of rear yard storm sewers in chronic flood-prone areas.					
Lead Agency/Department Organization: Engineering Dept. and Public Works	Supporting Agencies/Organizations:	Estimated Cost: \$300,000	Potential Funding Source: IL. Department of Commerce Grant, CIP	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Urban Flooding
Year Initiated	2014				
Applicable Jurisdiction	Village of Arlington Heights				
Applicable Goal	1,3				
Applicable Objective	1,2,9,10,13				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	Medium				
Action/Implementation Plan and Project Description:	The program has continued as intended.				

Actual Completion Date or Ongoing Indefinite	
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed	O

Action A-2.3

Mitigation Action #3: Implement a rebate program to help owners of older homes install overhead sewers or a sewer backup system					
Lead Agency/Department Organization: Public Works Dept.	Supporting Agencies/ Organizations:	Estimated Cost: \$150,000	Potential Funding Source: CIP	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding
Year Initiated	2014				
Applicable Jurisdiction	Village of Arlington Heights				
Applicable Goal	1,2,5,6				
Applicable Objective	1,2,6,8,9,10,13				
Cost Analysis (Low, Medium, High)	Medium				
Priority and Level of Importance (Low, Medium, High)	High				
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)	High				
Action/Implementation Plan and Project Description:	We helped multiple residents				
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R =	O				

Want Removed from Annex; X = No Action Taken/Delayed	
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Action A-2.8

Mitigation Action #8: Continue to improve and maintain the Everbridge Mass Notification System.					
Lead Agency/Department Organization: Village Administration	Supporting Agencies/ Organizations:	Estimated Cost: \$112,000	Potential Funding Source: General Fund and 911 Budget	Estimated Projected Completion Date: Short Term and Ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2,5,6			
Applicable Objective		1,5,6,8,11,12			
Cost Analysis (Low, Medium, High)		Medium			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:		Continue to add and update village staff and emergency operations center contacts. Maintain the ability to warn staff and the public of immediate threats and hazards. Continue to add and update village staff and emergency operations center contacts. Maintain the ability to warn staff and the public of immediate threats and hazards.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action A-2.9

Mitigation Action #9: Where appropriate, support retrofitting, purchasing, or relocating structures in hazard-prone areas to prevent future damage. Give priority to properties with exposure to repetitive losses.					
Lead Agency/Department Organization: Public Works	Supporting Agencies/ Organizations:	Estimated Cost: High	Potential Funding Source: FEMA Hazard Mitigation Grants, HMGP	Estimated Projected Completion Date: Long-term (depending on funding)	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2,3			
Applicable Objective		7,13			
Cost Analysis (Low, Medium, High)		High			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action A-2.10

Mitigation Action #10: Continue to support the countywide actions identified in this plan.					
Lead Agency/Department Organization: Village Administration	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short- and long-term	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2,3,4,5,6			
Applicable Objective		All			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action A-2.11

Mitigation Action #11: Actively participate in the plan maintenance strategy identified in this plan.					
Lead Agency/Department Organization: EMRS, Village of Arlington Heights Administration	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-Term	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2,3,4,5,6			
Applicable Objective		3,4,6			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		Currently submitting annual review and update O			

Action A-2.12

Mitigation Action #12: Consider participation in incentive-based programs such as the Community Rating System, Tree City, and StormReady.					
Lead Agency/Department Organization: Village Administration	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2,3			
Applicable Objective		3,4,5,6,7,9,10,11,13			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O 2014: Currently cooperating with the National Weather Service to become Storm Ready in 2019. 2024 update: The Village is a Storm Ready community and will continue to do so in 2024 and beyond.			

Action A-2.13

Mitigation Action #13: Maintain good standing under the National Flood Insurance Program by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts.					
Lead Agency/Department Organization: Public Works	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term and ongoing	Hazard(s) Mitigated: Flooding
Year Initiated		2014			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2,3			
Applicable Objective		4,6,9			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O Ongoing for consideration.			

Action A-2.14

Mitigation Action #14: Where feasible, implement a program to record high water marks following high-water events.					
Lead Agency/Department Organization: Public Works	Supporting Agencies/ Organizations:	Estimated Cost: Medium	Potential Funding Source: General Fund; FEMA Public Assistance (PA)	Estimated Projected Completion Date: Long-term	Hazard(s) Mitigated: Flooding, Severe Weather
Year Initiated		2014			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		2,3			
Applicable Objective		3,6,9			
Cost Analysis (Low, Medium, High)		Medium			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O 2023: Smartcovers are updated and monitoring the water levels.			

Action A-2.15

Mitigation Action #15: Integrate hazard mitigation plans into other plans, programs, or resources that dictate land use or redevelopment.					
Lead Agency/Department Organization: Arlington Heights Planning, Engineering & Community Development Depts.	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: All
Year Initiated		2014			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2,3			
Applicable Objective		3,4,6,10,13			
Cost Analysis (Low, Medium, High)		Low			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Action A-2.16

Mitigation Action #16: Increase combined sewer system capacity by installing larger pipes and parallel pipes to mitigate basement backups.					
Lead Agency/Department Organization: Public Works	Supporting Agencies/ Organizations:	Estimated Cost: \$15,200,000	Potential Funding Source: General Fund, HMGP, BRIC	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Flooding
Year Initiated		2019			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2			
Applicable Objective		2,9			
Cost Analysis (Low, Medium, High)		Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will provide an immediate reduction in the risk exposure for property.			
Action/Implementation Plan and Project Description:		Increase combined sewer system capacity by installing larger pipes and parallel pipes to mitigate basement backups.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O 2024 update: An emphasis has been placed on the Overhead Sewer Rebate Program to directly address individual locations as a much more direct and cost-effective method of mitigation against basement backups.			

Action A-2.17

Mitigation Action #17: Replace emergency generator to increase the Village's resiliency.					
Lead Agency/Department Organization: Village Administration	Supporting Agencies/ Organizations:	Estimated Cost: \$1,000,000	Potential Funding Source: General, HMGP	Estimated Projected Completion Date: Short-term	Hazard(s) Mitigated: Earthquake, Lightning, Hail, High Wind, Snow, Blizzard, Extreme Cold, Ice Storms, Tornado, Widespread Power Outage
Year Initiated		2019			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		1,2,3			
Applicable Objective		2,9			
Cost Analysis (Low, Medium, High)		Medium-The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.			
Priority and Level of Importance (Low, Medium, High)		High			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		High-Project will provide an immediate reduction of risk exposure for life and property.			
Action/Implementation Plan and Project Description:		Replace aged standby emergency generator at potable water pumping station No. 16.			
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O Provided external hookup to I.T. at Village Hall			

Action A2.21

Mitigation Action 21#: Review and update building codes					
Lead Agency/Department Organization: Building and Life Safety Dept.	Supporting Agencies/ Organizations:	Estimated Cost: Low	Potential Funding Source: General Fund, Staff Time	Estimated Projected Completion Date: Ongoing	Hazard(s) Mitigated: Flood, Extreme Heat, High Wind
Year Initiated		2021			
Applicable Jurisdiction		Village of Arlington Heights			
Applicable Goal		2,6			
Applicable Objective		2,6			
Cost Analysis (Low, Medium, High)		Low—The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.			
Priority and Level of Importance (Low, Medium, High)		Medium			
Benefits of the Mitigation Project (Loss Avoided or Issue Being Mitigated)		Low—Long-term benefits of the project are difficult to quantify in the short term.			
Action/Implementation Plan and Project Description:					
Actual Completion Date or Ongoing Indefinite					
Project Status & Changes in Priority Completion status legend: N = New; I = In Progress Toward Completion; O = Ongoing Indefinitely; C = Project Completed; R = Want Removed from Annex; X = No Action Taken/Delayed		O			

Completed Actions

Completed Mitigation Actions - An archive of all identified and completed projects, including completed actions since 2014.

Completed Action Items
Construction & maintenance of the Lake Arlington retention & Wilke Rd. detention basins and the Weller Creek flood control projects.
Commission two studies, one regarding areas of chronic flooding and a second regarding a combined Storm/Sanitary sewer system in the older part of the village.
Implement recommendations from studies mentioned in Action A2.4.
Print & distribute the 2014 Arlington Heights Multi-Hazard Emergency Preparedness Guide.
Update, bi-annually, the Arlington Heights Emergency Operations Plan.
Develop Permeable Parking Lot Pavers and a Bio-infiltration Basin.
Install Relief Sewers to Mitigate Basement Backups in Arlington Heights.
Berkley/Hintz Strom water improvement project

Future Needs to Better Understand Risk/Vulnerability

Additional funding sources and grants for future mitigation projects.

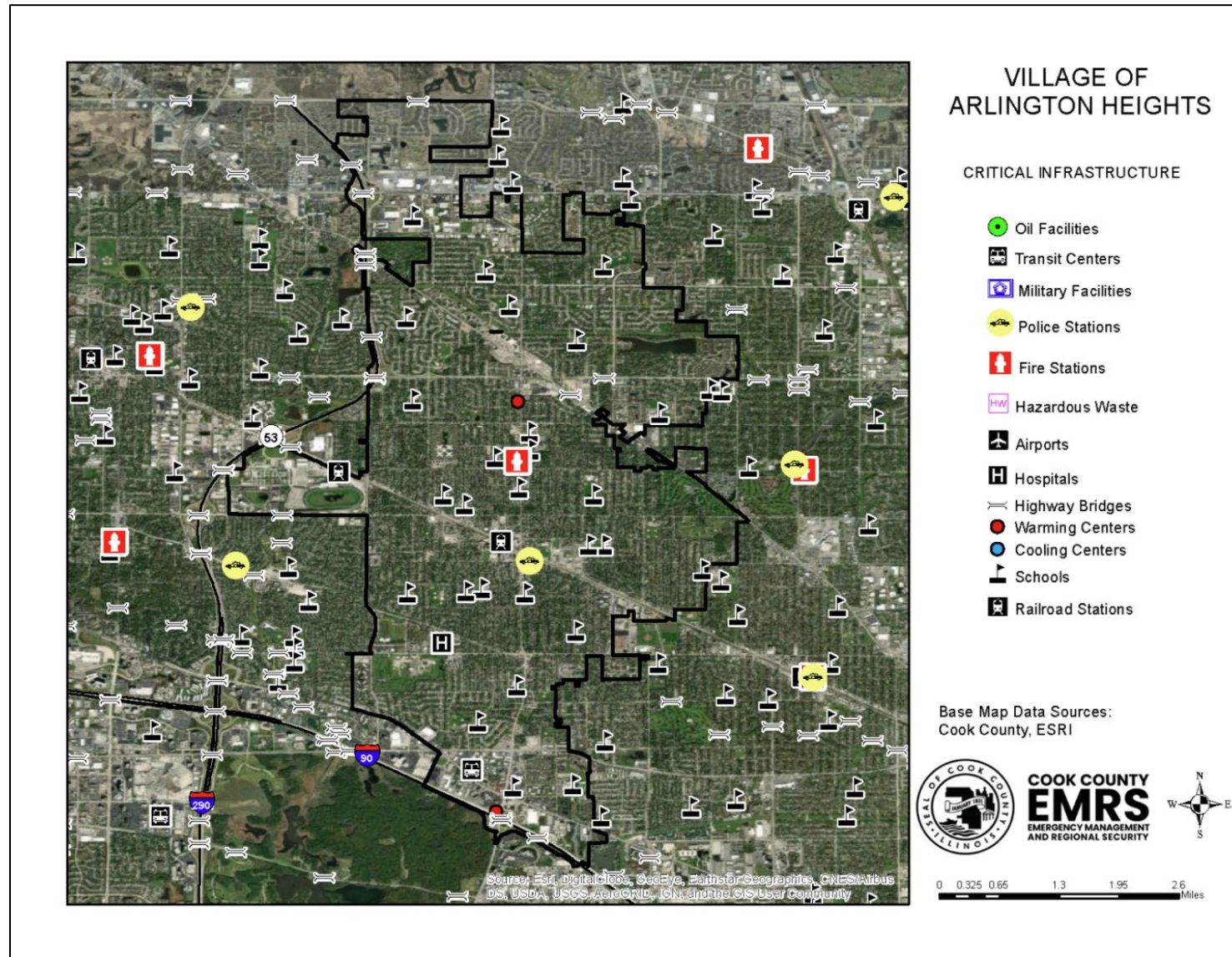
Additional Comments

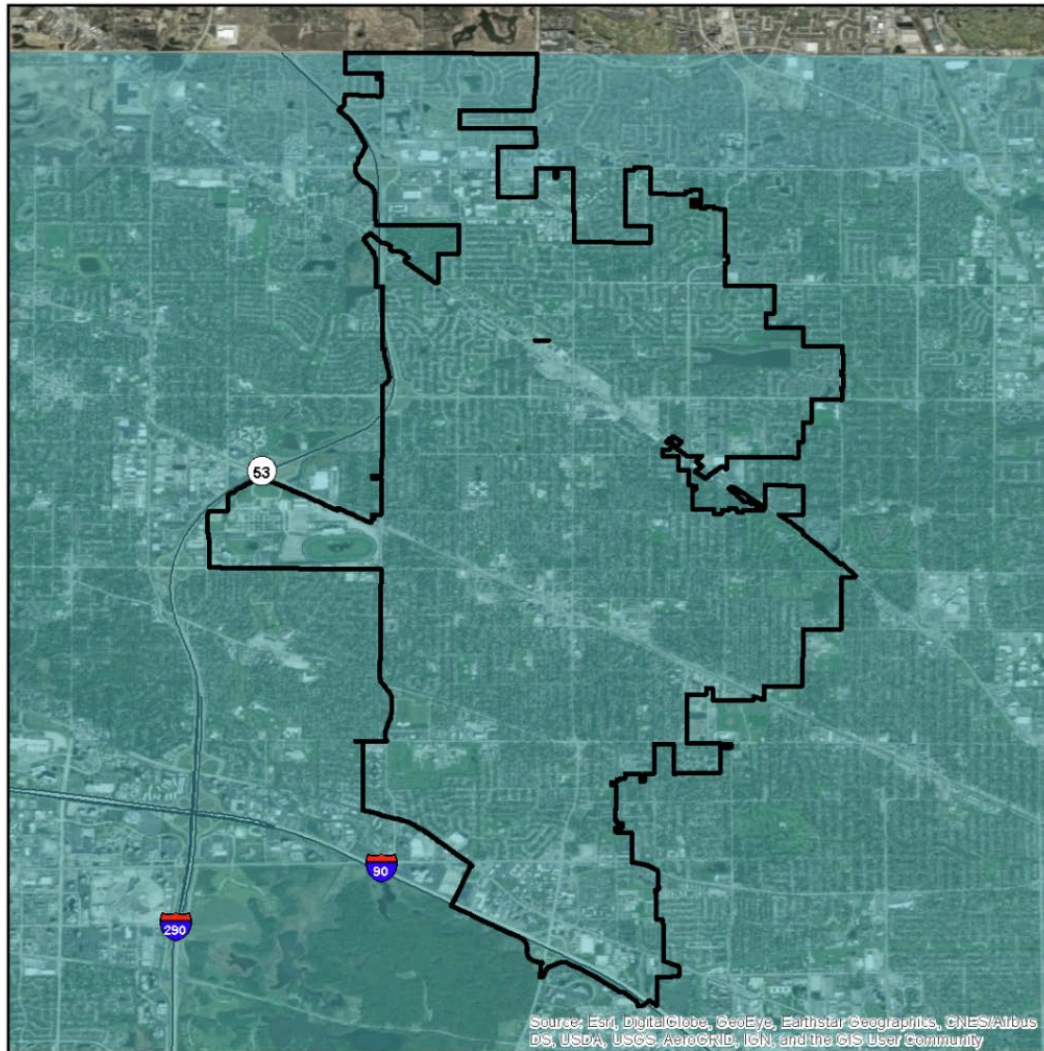
As shown in the Action Plan Matrix, Arlington Heights has been dealing with its urban flooding issues for many years. Lake Arlington, the Wilke-Kirchoff detention basins, and the Weller Creek flood control projects have provided exceptional flood prevention and control. Arlington Heights is a partner in the MWRD – TARP, better known as the “Deep Tunnel Project.” Since the completion of the Gloria Alitto Majewski Reservoir in 1998 along with the aforementioned projects, flooding in the village has been greatly reduced.

The severity of flood damage within the village depends on topography, stormwater control measures, sewer capacity, etc. In some of the older parts of the village, built prior to 1975, there are combined sewer systems. Catch basin flow restrictors installed intentionally pond water in the streets in order to reduce the flow into the sewer system, thereby reducing basement flooding/backup.

Paved roads, parking lots, sidewalks, and buildings all reduce the amount of land which can absorb water and can lead to increased urban flooding issues without sufficient regulations. Arlington Heights requires on site stormwater detention systems with flow restrictors for various sites by ordinance.

Hazard Mapping





VILLAGE OF ARLINGTON HEIGHTS

PEAK GROUND ACCELERATION FOR A 100 YEAR EARTHQUAKE EVENT

Mercalli Scale, Potential Shaking

II-III Weak

Data provided by the USGS Earthquake Hazards Program and Cook County.

Probabilistic seismic-hazard maps were prepared for the conterminous United States for 2014 portraying peak horizontal acceleration and horizontal spectral response acceleration for 0.2- and 1.0-second periods with probabilities of exceedance of 10 percent in 50 years and 2 percent in 50 years. All of the maps were prepared by combining the hazard derived from spatially smoothed historical seismicity with the hazard from fault-specific sources. The acceleration values contoured are the random horizontal component. The reference site condition is firm rock, defined as having an average shear-wave velocity of 760 m/s in the top 30 meters corresponding to the boundary between NEHRP (National Earthquake Hazards Reduction program) site classes B and C.

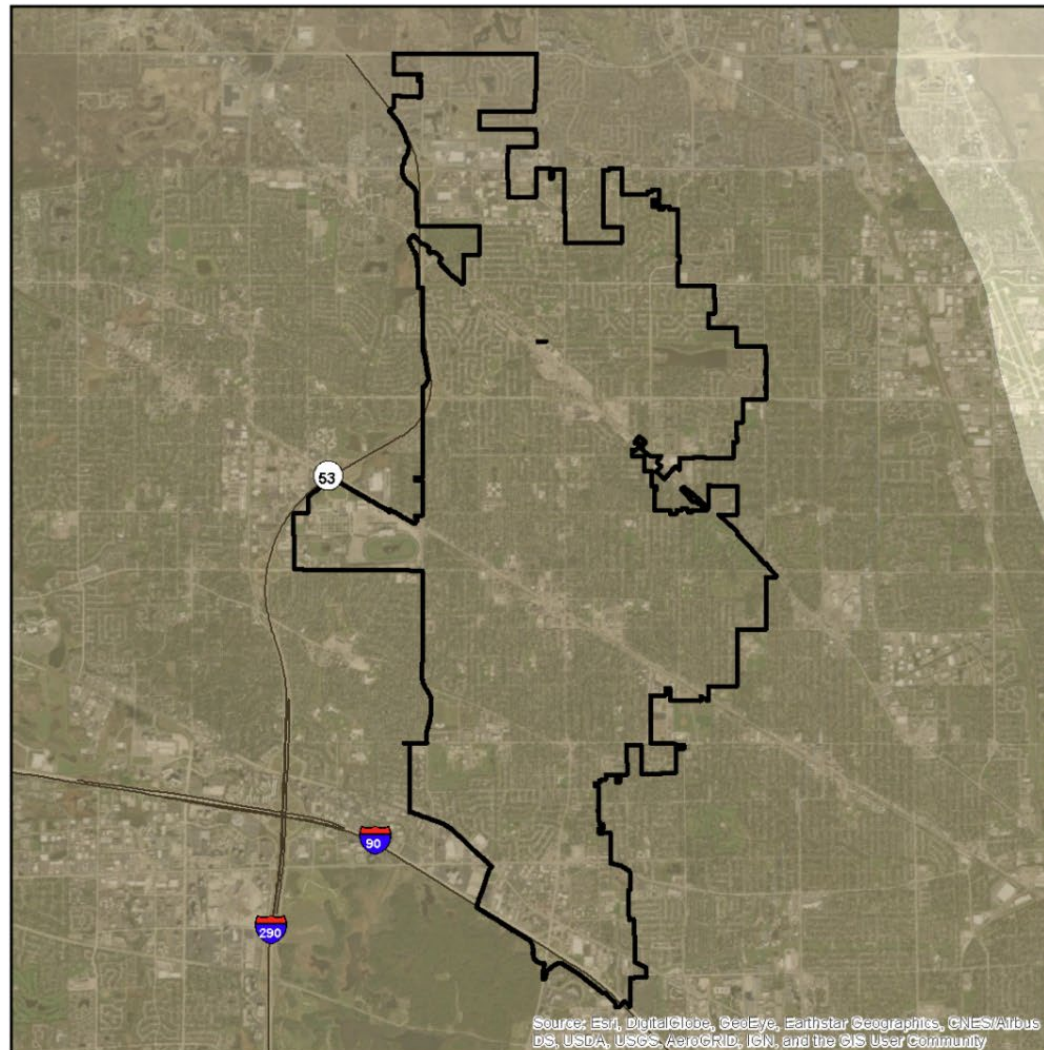
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COOK COUNTY
EMRS
EMERGENCY MANAGEMENT
AND REGIONAL SECURITY



0 0.325 0.65 1.3 1.95 2.6 Miles



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

VILLAGE OF ARLINGTON HEIGHTS

NATIONAL EARTHQUAKE HAZARD REDUCTION PROGRAM (NEHRP) SOIL CLASSIFICATION

TYPE

- C - Very Dense Soil, Soft Rock
- D - Stiff Soil
- F - Site Specific Evaluation

Data provided by the Illinois State Geological Survey and Cook County.

The Central United States Earthquake Consortium (CUSEC) State Geologists produced a regional Soil Site Class map (NEHRP Soil Profile Type Map), a Liquefaction Susceptibility Map and a Soil Response Map for the 8 states to be used in the FEMA New Madrid Catastrophic Planning Initiative Phase II work. The USGS Geologic Investigation Series I-2789 Map of Surficial Deposits and Materials in the Eastern and Central United States (East of 102 degrees West Longitude) by David S. Fullerton, Charles A. Bush and Jean N. Pennell (2003) was the base map used for this work. Each State Geological Survey produced its own state map version of the Soil Site Class and Liquefaction Susceptibility maps. The procedures outlined in the NEHRP provisions (Building Seismic Safety Council, 2004) and the 2003 International Building Codes (International Code Council, 2002) were followed to produce the soil site class maps. CUSEC State Geologists used the entire column of soils material down to bedrock and did not include any bedrock in the calculation of the average shear wave velocity for the column, since it is the soil column and the difference in shear wave velocity of the soils in comparison to the bedrock which influences much of the amplification.

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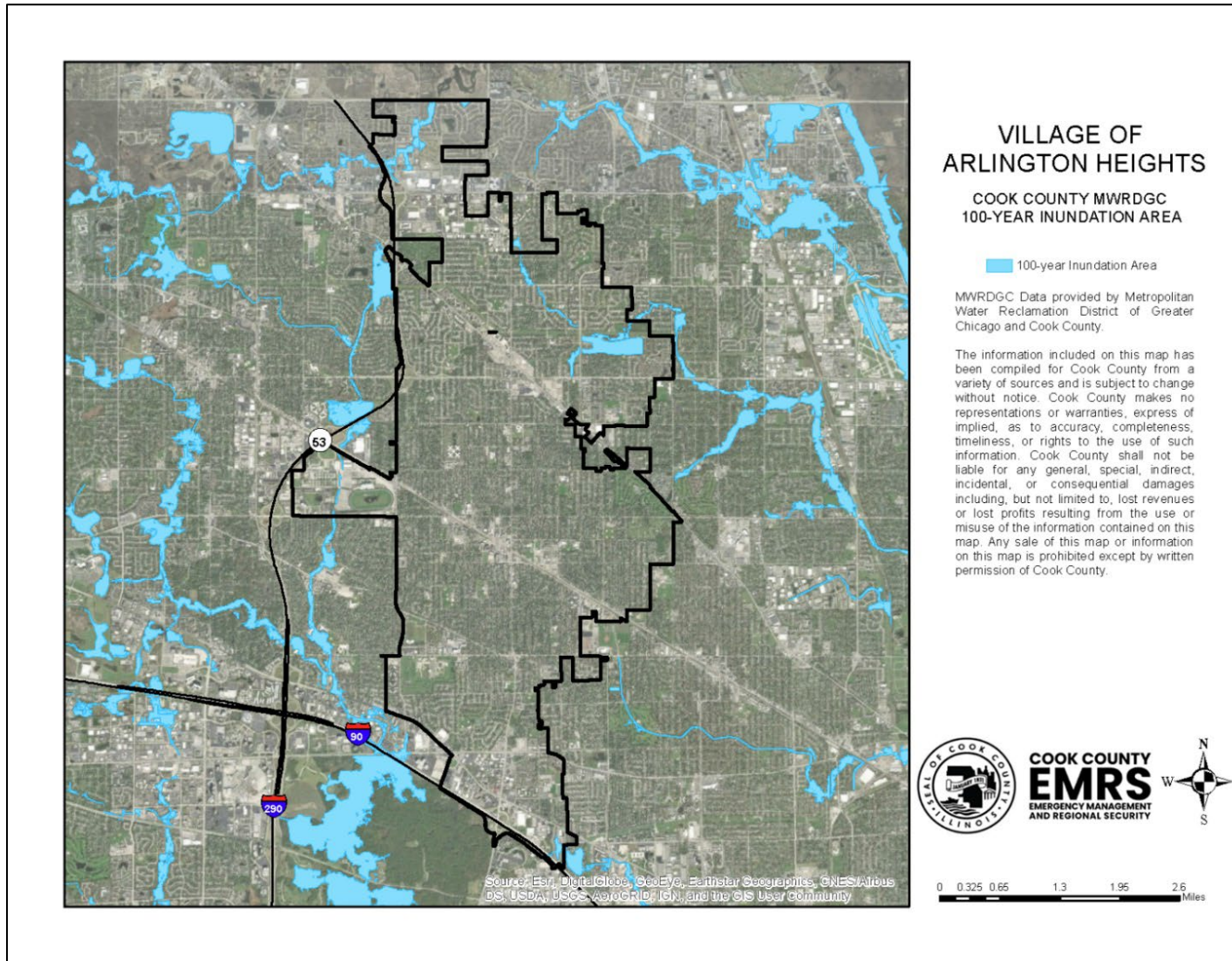


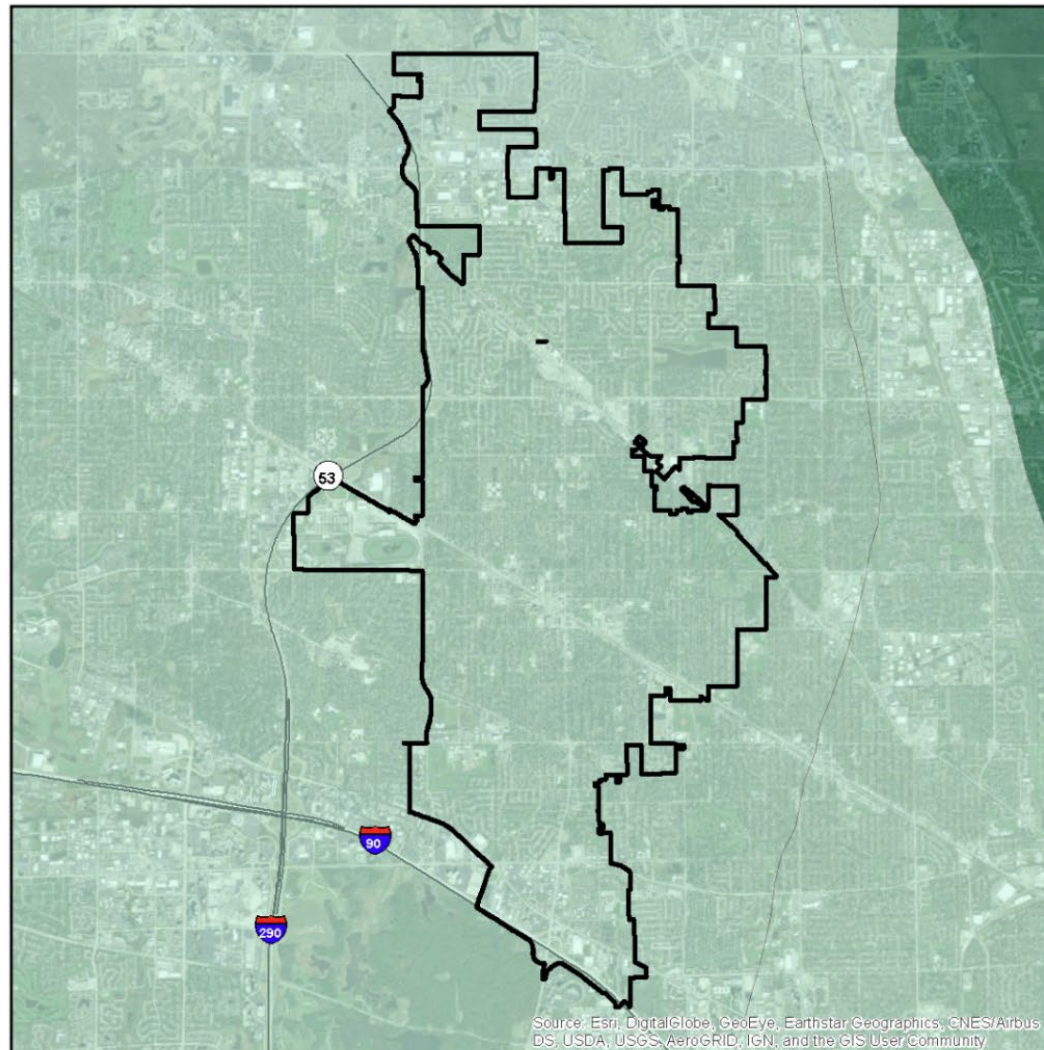
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0 0.325 0.65 1.3 1.95 2.6 Miles

DISCLAIMER: The Cook County MWRDGC 100-year Inundation Map is provided to show general flood risk information regarding floodplains and inundation areas. This map is not regulatory. Official FEMA Flood Insurance Study information and regulatory maps can be obtained from <http://www.fema.gov>.





VILLAGE OF ARLINGTON HEIGHTS

LIQUEFACTION SUSCEPTIBILITY

LIQUEFACTION SUSCEPTIBILITY

high
low
very low

Data provided by the Illinois State Geological Survey and Cook County.

The Central United States Earthquake Consortium (CUSEC) State Geologists produced a regional Soil Site Class map (NEHRP Soil Profile Type Map), a Liquefaction Susceptibility Map and a Soil Response Map for the 8 states to be used in the FEMA New Madrid Catastrophic Planning Initiative Phase II work. The USGS Geologic Investigation Series I-2789 Map of Surficial Deposits and Materials in the Eastern and Central United States (East of 102 degrees West Longitude) by David S. Fullerton, Charles A. Bush and Jean N. Pennell (2003) was the base map used for this work. Each State Geological Survey produced its own state map version of the Soil Site Class and Liquefaction Susceptibility maps. The procedures outlined in the NEHRP provisions (Building Seismic Safety Council, 2004) and the 2003 International Building Codes (International Code Council, 2002) were followed to produce the soil site class maps. CUSEC State Geologists used the entire column of soils material down to bedrock and did not include any bedrock in the calculation of the average shear wave velocity for the column, since it is the soil column and the difference in shear wave velocity of the soils in comparison to the bedrock which influences much of the amplification.

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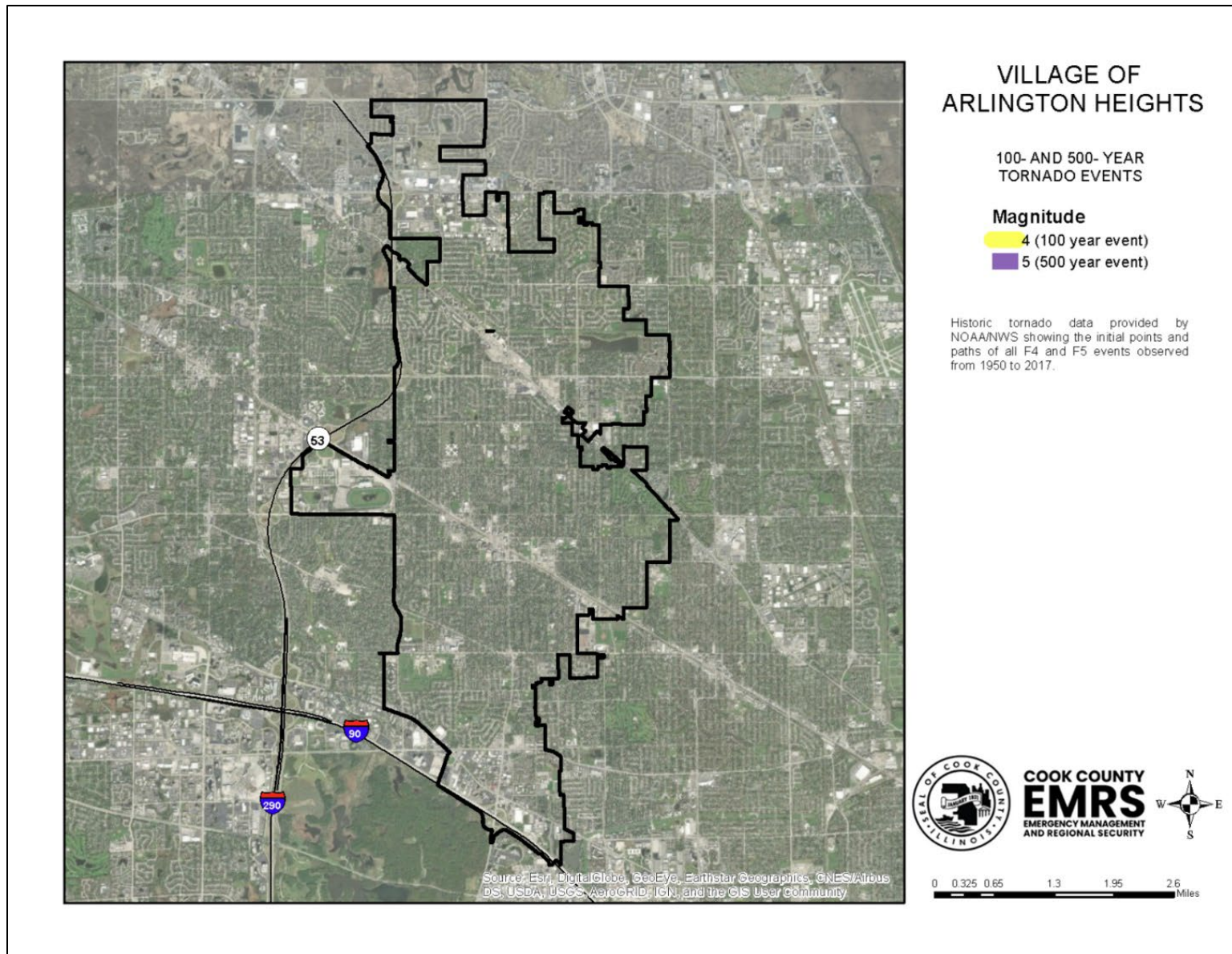


COOK COUNTY
EMRS
EMERGENCY MANAGEMENT
AND REGIONAL SECURITY



0 0.325 0.65 1.3 1.95 2.6 Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: Resolution - Approval to Enter Into the Software as a Service Agreement for Software Services for the Village's Water Meter Infrastructure

Department: Public Works & Engineering

Item Description:

The 2024 Public Works Capital Budget includes funding for the Residential Water Meter Replacement Project. As part of the technology and system being installed, the Village is leveraging the infrastructure put into place by Commonwealth Edison and is using software developed by Itron. This project requires that the Village enter into long-term agreements for the Software Service (SaaS) and Network Service (NaaS) agreement(s). Each of these agreements are being presented tonight for consideration and approval by the Village Board.

The agreement presented in this request is the SaaS agreement, which is an agreement that establishes the terms and level of service anticipated by Itron to provide the necessary software support to fully utilize the live data transmitted over the ComEd network for the use of both the Village and the water customers. This agreement establishes the annual fee and term, which is renewed every five (5) years. Staff ensured that the agreement states that the Village will benefit from any lower price offered by the vendor to any other customer of similar size. Staff also worked with the Finance Department to account for this expense in the 2025 Operating Budget. This system will allow the Village and Customers to visualize live water usage data and identify irregularities in their water usage and avoid unanticipated high-water bills caused by faulty plumbing, etc.

Staff has reviewed the attached Agreement with the Village Attorney, and all required and recommended changes have been made by Itron. Following the Village's adoption of the SaaS (and NaaS) agreements, staff will begin to activate a portion of the new meters to begin testing software functionality, while the remaining meters are installed.

Funds for these services are included in the 2025 Operating Budget in Account No. 505-7201-521655.

RECOMMENDATION

It is recommended that the Village Board approve the Resolution to enter into the attached Software as a Service Agreement required for the Village to utilize the Itron software for the Village's water meter infrastructure.

ATTACHMENTS:

1. 2024_12_02_Software_Services_Agreement_Itron_Resolution and attachments

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH ITRON, INC., OF LIBERTY LAKE, WASHINGTON,
FOR SOFTWARE AS A SERVICE

WHEREAS, the Village desires to procure software as a service ("*SaaS*") on the Village's servers from Itron, Inc., of Liberty Lake, Washington ("*Vendor*"); and

WHEREAS, the Village and the Vendor desire to enter into a professional services agreement for the provision by the Vendor of the SaaS ("*Agreement*"); and

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

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

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

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

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, the Agreement, and all necessary documentation related thereto.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS 2nd day of December, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT

MASTER SALES AGREEMENT

This Master Sales Agreement (this "**Agreement**") is made between **Itron, Inc.** an entity organized under the laws of Washington having an address at 2111 N. Molter Road, Liberty Lake, WA 99019, USA ("**Itron**") and Village of Arlington Heights, Illinois, an entity organized under the laws of Illinois, having an address at 33 S Arlington Heights Rd., Arlington Heights, IL 60005, USA ("**Customer**") on the last date of execution below ("**Effective Date**"). Itron and Customer are referred to individually as a "**Party**" and collectively as the "**Parties**".

General Terms and Conditions

1 Introduction

1.1 Scope and Structure.

This Agreement applies to certain products and services provided by Itron to Customer and consists of these General Terms and Conditions, Addenda, Order Documents and Statements of Work. The Addenda, Order Documents and Statements of Work form integral parts of this Agreement as if fully set forth in this Agreement, and all provisions appearing therein shall be deemed to be incorporated into and made a part of this Agreement.

1.2 General Terms and Conditions.

These General Terms and Conditions contain terms and conditions that are generally applicable to all products and services provided by Itron to Customer under this Agreement.

1.3 Addenda.

Addenda contain supplemental terms and conditions applicable to certain categories of products and services. Addenda incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule to these General Terms and Conditions. After the Effective Date, the Parties may add Addenda to this Agreement by written amendment signed by the Parties.

1.4 Order Documents.

Order Documents contain Fees, any related Statements of Work, and supplemental and/or modified terms and conditions applicable to specific products and/or services. Order Documents incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule to these General Terms and Conditions. After the Effective Date, the Parties may add additional Order Documents. Any additional Order Documents must be signed by the Parties to be effective.

1.5 Order of Precedence.

If there is any inconsistency between an Order Document and these General Terms and Conditions, these General Terms and Conditions shall control, unless expressly stated otherwise in the Order Document.

1.6 Purchase Order Requirement.

Customer shall purchase or license products or services described in each Order Document or Statement of Work under this Agreement by issuing a purchase order or similar ordering document ("**Purchase Order**") indicating specific products and services, Itron part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and expressly referencing the terms of this Agreement. No Purchase Order is binding on Itron unless accepted by Itron. No contingency contained on any Purchase Order shall be binding upon Itron. The Parties agree that the terms of this Agreement shall apply to all Purchase Orders. The Parties hereby reject any additional or inconsistent terms of any Purchase Order or other correspondence or documentation submitted by Customer to Itron.

2 Definitions.

The following defined terms are used throughout this Agreement. Additional terms may be defined in Addenda, Order Documents and Statements of Work.

Affiliate means any legal entity that directly or indirectly controls, is controlled by, or is under common control with, a Party to this Agreement, where "control" means ownership of at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of the entity.

Claim means an unaffiliated third-party claim, action, cause of action, or demand for damages, costs, expenses (including reasonable attorney's fees), and/or other relief.

Confidential Information means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Confidential Information of each Party includes the terms and conditions of this Agreement, as well as business and marketing plans, pricing, technology and technical information, trade secrets, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

Customer Data means all data about Customer's end users that Itron acquires, develops, or derives in connection with the performance of services under this Agreement. Customer Data may include Personally Identifiable Information relating to a Customer end user, which is not generally available to the public. However, Customer Data does not include Deidentified Data.

Defended Party means a Party entitled to defense from the other Party under Section 7 ("Third-Party Claims") of these General Terms and Conditions.

Defending Party means a Party obligated to provide defense to the other Party under Section 7 ("Third Party Claims") of these General Terms and Conditions.

Deidentified Data means information that cannot reasonably be used to infer information about a Customer end user.

Documentation means user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other documentation relating to products and services offered by Itron, which Itron has made available to Customer.

Fees means all amounts to be paid to Itron by Customer under this Agreement.

Intellectual Property means all worldwide rights, title and interest in or relating to any intellectual property or industrial property, whether protected, created or arising under the laws of any jurisdiction, including: (i) all patents, utility models and industrial design registrations and all applications for any of the foregoing (including all continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations, substitutions, additions, extensions, inventor's certificates and any foreign equivalents of any of the foregoing), (ii) all trademarks, service marks, brand names, trade dress, logos, corporate names, trade names, and other source of business identifiers and general intangibles of a like nature, in each case, together with all goodwill, registrations and applications for registration, extensions and renewals related to any of the foregoing, (iii) all copyrights and works of authorship, in each case, whether or not registered or published, and all registrations, applications, reversions, extensions and renewals for any of the foregoing, and all moral rights, however denominated, (iv) all Internet domain names, and (v) all trade secrets, and other know-how, ideas, technology, software, discoveries, improvements, formulae, confidential and proprietary information, technical information, techniques, inventions, designs, drawings, procedures, processes, methods and models, in each case, whether or not patentable or copyrightable.

Order Document means (i) any document attached hereto and identified as an Order Document on the Attachment Schedule to these General Terms and Conditions on the Effective Date, and (ii) any other document identified as an Order Document that contains Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services, references this Agreement, and is signed by the Parties after the Effective Date.

Personally Identifiable Information means information about an individual, including any information that can be used to reveal an individual's identity or that is linkable to an identifiable individual.

Statement of Work or **SOW** means any document identified as a Statement of Work and describing professional services to be provided by Itron that (i) is attached to an Order Document, or (ii) references this Agreement and is signed by the Parties.

Territory means the country in which Itron delivers products and services to Customer.

3 Term.

The initial term of this Agreement begins on the Effective Date and expires five (5) years following the Effective Date. Thereafter, the term of this Agreement will automatically renew for successive one-year periods, unless either Party provides the other with written notice of its intent not to renew at least ninety (90) days prior to commencement of the next renewal period. Any in-process Statements of Work and any accepted Purchase Orders as of the expiration date of this Agreement shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion. This section is subject to Section 11 ("Termination") of these General Terms and Conditions.

4 Warranties and Disclaimer.

All warranties relating to products and services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY ITRON UNDER THE APPLICABLE ADDENDUM OR ORDER DOCUMENT, ITRON MAKES NO WARRANTY OF ANY KIND RELATING TO PRODUCTS AND SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING: (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND (III) WARRANTIES ARISING FROM STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. ITRON AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT PRODUCTS OR SERVICES WILL BE FREE FROM BUGS OR ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED. ITRON ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION VIA CUSTOMER OR THIRD-PARTY WIDE-AREA NETWORK (WAN), CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS (INCLUDING OUTAGES, DISCONTINUANCE, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING) OR FOR ANY CONSEQUENCES, LOSSES, OR DAMAGES ARISING FROM CHANGES MADE BY CUSTOMER TO THE CONTENT OR PROGRAMMING OF EQUIPMENT (UNLESS CAUSED BY A DEFECTIVE PRODUCT). THESE DISCLAIMERS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT.

5 Intellectual Property.

5.1 Reservation of Intellectual Property.

Subject to the limited rights expressly granted by Itron to Customer under this Agreement, Itron reserves all of its Intellectual Property and, as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under this Agreement, Customer reserves all of its Intellectual Property and, as between the Parties, Customer owns all right, title and interest in and to its Confidential Information, including Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Itron from developing or providing products, services, or related deliverables for itself or other customers, irrespective of the possible similarity of such products, services, or related deliverables to those delivered to Customer.

5.2 Customer Feedback.

Customer hereby grants Itron a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer ("**Customer Feedback**"). As between the Parties, Itron will own all rights, title, and interest in and to any products, services, or enhancements developed by or on behalf of Itron based on any Customer Feedback.

6 Fees, Invoicing, Payment, and Taxes.

6.1 Fees.

Fees for products and services are set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in an applicable Addendum, Order Document, or Statement of Work, Fees for products and services are valid for one (1) year from the effective date of the Order Document or Statement of Work.

6.2 Invoicing.

Itron will invoice Customer for products and services in accordance with the applicable Addendum, Order Document or Statement of Work. Itron will issue invoices to Customer via email to an email address, which Customer shall designate. If the designated email address changes, Customer shall notify Itron of that change within three (3) business days after the change.

6.3 Payment.

Customer must pay each invoice within thirty (30) days from the original invoice date. Payment must be made in US Dollars (USD) and made by electronic transfer to a bank account designated by Itron.

6.4 Invoice Disputes.

Customer shall notify Itron in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within ten (10) days from the original invoice date. Invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct, and Customer shall pay all amounts due under such invoices within the period set forth in Section 6.3 above. The Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Section 14 ("Disputes") of these General Terms and Conditions. Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including timely payment by Customer of all undisputed amounts due and payable under this Agreement.

6.5 Late Payment.

Except for invoiced payments that Customer has timely disputed, all late payments shall bear interest at the lesser of the rate of one percent (1%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Itron for all reasonable costs incurred in collecting any late payments, including attorney fees. In addition to all other remedies available under this Agreement or at law (which Itron does not waive by the exercise of any rights hereunder), Itron shall be entitled to suspend the provision of any services and/or delivery of any products if Customer fails to pay any undisputed amounts when due hereunder and such failure remains uncured for fifteen (15) days following written notice thereof.

6.6 Right to Sell Receivables.

Customer agrees that Itron is entitled to sell and assign amounts due by Customer related to an undisputed invoice to any third party. Customer agrees to promptly sign all such documents, and take all such further actions, as Itron may reasonably request from time to time to facilitate and/or evidence such sale and assignment.

6.7 No Setoff.

Customer shall not withhold payment of any amounts due and payable under this Agreement by reason of any setoff of any claim or dispute with Itron, whether relating to Itron's breach, bankruptcy, or otherwise.

6.8 Taxes.

All prices are exclusive of any taxes, however designated, including without limitation sales or use, goods and services, consumption or other similar fees or taxes imposed on it with respect to the payments due to Itron under this Agreement. Customer shall be responsible for and pay on a timely basis any taxes imposed on it related to products and services provided by Itron pursuant to this Agreement (except for taxes based on Itron's net income) or shall present Itron with an exemption certificate or direct pay permit authorized by the relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on each invoice. The Parties agree to fully cooperate with one another regarding taxes and any related issues arising from this Agreement and to use reasonable efforts to make use of any lawful reliefs or exemptions that could apply. Customer shall indemnify and hold Itron and its affiliates harmless from any tax liability assessed against Itron or its affiliates but rightfully owed by Customer arising from or related to any transactions relating to this Agreement.

7 Third-Party Claims.

7.1 Claims Against Customer.

Itron will defend Customer against any Claim, and will pay for the resulting costs and damages finally awarded against Customer to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Itron, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Itron, or (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any products or services developed by Itron and provided to Customer under this Agreement. If Itron receives notice of an alleged infringement by any products or services, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to obtain the right for Customer to continue use of the affected products or services, or to replace or modify the affected products or services so that they are no longer alleged or believed to infringe, if it can be done without significant loss of functionality. If neither of the foregoing options are available to Itron on commercially reasonable terms, Itron may terminate Customer's use of the affected products or services without further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the affected service.

Itron will have no obligation under Section 7.1(ii) for any Claim arising from or related to: (a) the combination, operation or use of any product or service provided by Itron with any product or service not provided by Itron, (b) any modification to products or services made either without Itron's prior written consent or by a person other than Itron or an authorized representative of Itron, (c) failure to use updated or modified products or services as provided by Itron, (d) any use of any release of Itron software or any firmware other than the most current release made available to Customer, (e) any use of products or services not in accordance with this Agreement and applicable Documentation, (f) Itron's compliance with any designs, specifications, or instructions provided by Customer, or (g) any use of any wireless data services provided by Customer or a third-party.

7.2 Claims Against Itron

Customer will defend Itron against any Claim, and will pay for the resulting costs and damages finally awarded against Itron to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Customer, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Customer, (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any Customer Data or other content or information provided by Customer to Itron, (iii) any privacy or data security law related to Customer's provision of Customer Data to Itron, or (iv) Customer's use of products or services not in accordance with this Agreement and applicable Documentation.

7.3 Conditions to Defense.

As a condition to the Defending Party's obligations under Section 7.1 or Section 7.2 above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim, (ii) give the Defending Party all reasonably requested information and assistance in connection with the Claim in a timely manner, and (iii) give the Defending Party the sole right to control the defense and settlement of the Claim. The Defending Party shall not enter into any settlement of a Claim against a Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party, (b) there is no injunctive or other non-monetary relief against the Defended Party, and, (c)

the settlement includes the claimant's or plaintiff's release of the Defended Party from all liability relating in any way to the Claim.

7.4 EXCLUSIVE REMEDY.

THIS SECTION 7 CONSTITUTES EACH PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST THAT PARTY.

8 Insurance.

Itron will maintain the following minimum levels of insurance: (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than \$1,000,000.00, (ii) an occurrence form commercial general liability policy or policies in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate, (iii) an automobile liability policy or policies in an amount not less than \$1,000,000.00 combined single limit, and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under this Agreement in an amount not less than \$1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described, so long as Itron is providing products or services under this Agreement.

9 Customer Data and Deidentified Data.

Each Party shall comply with applicable data protection laws relating to Customer Data and implement and establish reasonable security measures for the protection and retention of Customer Data. To the extent Customer Data includes Personally Identifiable Information, and Itron processes such Customer Data on behalf of Customer as part of the services provided by Itron under this Agreement, the Parties will comply with the *Itron Data Processing Agreement* (the "**Data Processing Agreement**"). The Data Processing Agreement is available at <https://www.itron.com/legal/privacy/contracts> is incorporated herein by reference, and will remain in force during the term of this Agreement.

Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. Itron will use reasonable methods, such as anonymization and aggregation, that are designed to ensure that Deidentified Data cannot be associated with any consumer or household, and shall use Deidentified Data only for analysis, reporting, program management, to maintain, improve, and develop its products and services, and other lawful purposes. Itron shall not attempt to reidentify any such Deidentified Data except as necessary to determine that its deidentification processes satisfy the requirements of this Section. Itron's use of Deidentified Data shall not conflict with Itron's obligations under this Agreement.

Customer warrants that: (a) it has the legal right and authority to grant Itron the license rights described above, and (b) Itron's exercise of such rights in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.

10 Confidentiality.

Each Receiving Party acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the Disclosing Party. The Receiving Party: (i) must keep the Disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the Disclosing Party's prior written approval, (ii) must take reasonable steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control, (iii) may not disclose any Confidential Information to anyone other than the Receiving Party's employees, agents, contractors or subcontractors and professional advisors, or those of its Affiliates, who have a legitimate need to know such Confidential Information, (iv) must use the Confidential Information solely for purposes related to the subject matter of this Agreement or for potential future commercial transactions between the Parties not otherwise covered by a separate agreement, and (v) must ensure that any person to whom it discloses Confidential Information in accordance with this Section is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Section. Notwithstanding any language to the contrary,

the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent it is compelled by law to do so, if the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure.

11 Termination.

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings, or (ii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach. Any notice of breach must specify (a) the nature of the breach, and (b) the specific act or acts that the non-breaching Party contends would correct such breach. For the avoidance of doubt, Customer's failure to pay invoices timely will be deemed a material breach of this Agreement.

12 Survival.

The following sections of these General Terms and Conditions shall survive termination or expiration of this Agreement, including any Order Document or Statement of Work: 1 ("Introduction"), 2 ("Definitions"), 3 ("Term"), 4 ("Warranties and Disclaimer"), 5 ("Intellectual Property"), 6 ("Fees, Invoicing, Payment and Taxes"), 9 ("Customer Data and Deidentified Data"), 10 ("Confidentiality"), 11 ("Termination"), 12 ("Survival"), 13 ("Limitation of Liability"), 14 ("Disputes"), 15 ("Governing Law and Venue"), 17 ("Publicity"), 19 ("Independent Contractor"), 20 ("Force Majeure"), 21 ("Notice"), and 22 ("Miscellaneous"). An Addendum or Order Document may also contain provisions that expressly survive termination or expiration of this Agreement or any Order Document or Statement of Work.

13 Limitation of Liability.

TO THE GREATEST EXTENT PERMITTED BY LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF ITRON HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY OR OTHERWISE: (A) IN NO EVENT WILL ITRON BE LIABLE FOR DAMAGES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SUFFERED BY CUSTOMER OR OTHERS (INCLUDING ANY LOST PROFITS, LOST REVENUE OR LOSS OF GOODWILL); AND (B) ITRON'S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR PERTAINING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO ITRON IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT.

14 Disputes.

The Parties shall attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**") in accordance with this Section 14. A Party shall send written notice to the other Party of any Dispute ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within thirty (30) business days after one Party delivers the Dispute Notice to the other Party, either Party may, by written notice to the other Party ("**Executive Dispute Notice**"), refer such Dispute to the executives of each Party designated by such Party in a written notice to the other Party ("**Executive(s)**"). If the Executives cannot resolve any Dispute during the time period ending thirty (30) business days after the date of the Executive Dispute Notice (the last day of such time period hereinafter referred to as the "**Escalation Date**"), the Parties may submit the Dispute to any mutually-agreed-to mediation service for mediation by providing to the mediation service a joint written request for mediation and—jointly or individually—a written summary the Dispute and the relief requested in the Dispute. If the Parties decide to mediate the Dispute, they shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties agree that, if they mediate the Dispute, the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. Either Party may proceed in accordance with the provisions of Section 15 ("**Governing Law and Venue**") if (i) the Parties mediate the Dispute and cannot resolve the Dispute for any reason within sixty (60) business days after the Escalation Date, or (ii) no mediation occurs, and the Parties cannot resolve the Dispute for any reason within ten (10) business days after the Escalation Date. Notwithstanding the foregoing, nothing in this Section

14 shall be construed as preventing a Party from seeking available equitable relief, including specific performance, and injunctive relief in a court of competent jurisdiction.

15 Governing Law and Venue.

This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

16 Compliance.

Each Party must comply with all applicable laws, regulations, and other legal requirements applicable to the conduct of its business and the Agreement. Itron's products and services delivered under this Agreement are subject to the U.S. Export Administration Regulations ("EAR"; 15 CFR part 730 et seq.), the U.S. sanctions imposed by the United States including its Office of Foreign Assets Control, and any applicable laws and regulations of the particular country to which such items are shipped or received. Customer shall comply with all applicable export control laws and shall not cause, directly or indirectly, the export, re-export, or transfer of any such items or services to destinations or persons without obtaining any required prior authorization from the U.S. Government and any other applicable local authorities. Customer shall not do anything to cause Itron to violate such export control laws, including requesting support for a product that has been unlawfully re-exported or requesting delivery of a product or service intended for a U.S. sanctioned region or person. Each Party represents that it is not listed on a U.S. Government restricted party list for export control or trade sanctions purposes, and is not 50% or more owned, in the aggregate, by one or more restricted parties. Customer shall maintain any required export records related to Itron's products or services and make such records available to Itron immediately upon request. The Parties must comply with all anti-bribery laws and may not offer or make any payments, gift, or transfer any item of any value either directly or indirectly for the purpose of bribing any individual, group, or government official, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain or retain an improper business advantage related to this Agreement or products and services orderable under this Agreement.

17 Publicity.

Neither Party may issue a press release related to this Agreement or their relationship without the other Party's prior written consent. The Parties will create and provide their prior written approval for publication a press release announcing their relationship under this Agreement. Itron may use Customer's name and logo as a part of Itron's normal marketing materials.

18 Sub-contractor and Outsourcer.

Itron may hire, engage, or retain the services of one or more subcontractors and/or outsourcing providers to perform any or all of its obligations related to its product development, network operations, and/or any portion of services provided under this Agreement.

19 Independent Contractor.

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The Parties are independent contractors. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

20 Force Majeure.

Neither Party (the "**Impacted Party**") shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Customer's obligations to make payments to Itron under this Agreement), when and to the extent such failure or delay is caused by or results from acts or omissions (whether in effect on or after the Effective Date of this Agreement) beyond the Impacted Party's reasonable control and without the Impacted Party's negligence, including: (i) acts of God, (ii) severe weather, flood, fire, earthquake or explosion, (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (iv) changes in applicable laws or regulations, (v) embargoes or

blockades, (vi) action or inaction by any governmental authority, (vii) national or regional emergency, (viii) strikes, labor stoppages, or slowdowns or other industrial disturbances, (ix) shortage of adequate materials, qualified labor, power or transportation, (x) epidemics, pandemics or quarantines, and (xi) other similar or dissimilar circumstances outside the Impacted Party's reasonable control and without the Impacted Party's negligence (each a "**Force Majeure**").

21 Notice.

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address(es) set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (as applicable, with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving party and (ii) if the party giving the Notice has complied with the requirements of this Section.

If to Itron:

Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019
Attention: General Counsel

with a copy to:

Itron, Inc.
1250 S. Capital of Texas Highway
Building 3, Suite 500
Austin, TX 78746
Attention: General Counsel

with a copy to:

Itron, Inc.
Email: legal@itron.com
Attention: General Counsel

with a copy to:

Elrod Friedman LLP
325 North LaSalle St., Suite 450
Chicago, IL 60654
Attention: Hart M. Passman

22 Miscellaneous.

If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction or arbitration panel, such provision will be deleted and the remaining terms will be construed so as to give maximum lawful effect to any such deleted terms. The division of this Agreement into sections and subsections, and the use of headings and captions in connection therewith, are solely for convenience of reference and shall have no legal effect in construing provisions of this Agreement. Any references to a particular section of this Agreement will be deemed to include reference to any and all subsections thereof. The Parties agree that neither of them will be deemed the drafter of this Agreement and that no provision will be construed in favor of one Party on the ground that such provision was drafted by the other. No waiver by either Party of any breach under this Agreement will constitute a waiver of any other breach. This Agreement is not made for the benefit of any third parties. All communications and notices to be made or given pursuant to this Agreement must be in English. Customer may not assign this Agreement or any of its rights hereunder without Itron's prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void. This Agreement may be executed and delivered in counterparts, including by a facsimile or by scan and electronic transmission, each of which will be deemed an original. Any document generated by the Parties related to this Agreement may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. This Agreement contains the complete and entire agreement between the Parties as to its subject matter, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written.



with respect to such subject matter. This Agreement may not be modified except by mutual written agreement signed by the Parties' authorized representatives expressly modifying this Agreement. Electronic communications do not constitute a "written agreement" under this provision. In this Agreement, the word "including" shall mean "including, without limitation."

AGREED:

Itron, Inc.

Signature

Printed Name

Title

Date

Village of Arlington Heights, Illinois

Signature

Printed Name

Title

Date



00055933.0

ATTACHMENT SCHEDULE

- Software-as-a-Services Addendum
- Professional Services Addendum
- Maintenance and Support Services Addendum

Software-AS-A-Service ADDENDUM

General SaaS Terms and Conditions

1 Relationship to General Terms and Conditions.

This Software-as-a-Service Addendum (this "**Addendum**") is governed by the General Terms and Conditions of this Agreement and applicable Order Documents.

2 Entire Addendum.

This Addendum consists of these General SaaS Terms and Conditions, which generally apply to all Service Offerings, and any attached Special Terms and Conditions, which apply to specific Service Offerings. Unless otherwise provided, references to this Addendum shall be deemed to encompass these General SaaS Terms and Conditions and any attached Special Terms and Conditions.

3 Order of Precedence.

In the event of any inconsistencies, ambiguities or conflicts between these General SaaS Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail, but only with respect to the applicable Service Offering.

4 Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions of this Agreement:

Annual Adjustment means Itron's annual price increase.

Endpoint means an electric meter, gas or water endpoint receiver-transmitter, battery-powered device, or any other device that Itron has agreed to monitor as part of a Service Offering which Endpoints are identified in the Order Document or Pricing Summary.

General SaaS Terms and Conditions means the terms and conditions set forth in the main body of this Addendum comprised of Sections 1 ("Relationship to General Terms and Conditions") through 19 ("Roles and Responsibilities").

Maintenance Services means services provided under the Maintenance and Support Services Addendum.

Minimum Subscription Term means the minimum number of SaaS Billing Cycles during which Customer is required to subscribe for each Service Offering, which shall be three (3) SaaS Billing Cycles following the applicable Service Offering Commencement Date, unless otherwise stated in the applicable Order Document or Pricing Summary.

One-Time Setup Fee means the one-time setup fee for each Service Offering identified in the applicable Order Document or Pricing Summary.

Recovery Point Objective or **RPO** means the maximum tolerable time period which data might be lost from production Software due to a service interruption event.

Recovery Time Objective or **RTO** means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software to Customer following declaration of a disaster event.

SaaS means software-as-a-service whereby Itron or its designated provider hosts and provides Customer with access to Software on Servers via the internet.

SaaS Billing Cycle means a period of one year beginning on the Service Offering Commencement Date for the initial Service Offering or any anniversary thereof. For clarity, there is only one SaaS Billing Cycle for all Service Offerings, unless otherwise provided in the applicable Special Terms and Conditions.

SaaS Application Availability means the total number of minutes in a calendar month that the applicable Software is available via (a) a web browser client, (b) web services interface and (c) thin client. Scheduled downtime is excluded from this calculation. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in this Addendum.

Servers means the physical computer hardware owned by Itron or its designated provider on which Software will be installed, operated, and maintained.

Service Offering means SaaS, plus any services that are additional or supplemental to SaaS, as described in the applicable Special Terms and Conditions.

Service Offering Commencement Date means, with respect to each Service Offering, the earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering.

Software means each machine readable (object code) versions of computer program identified on the applicable Order Document or Pricing Summary for which Customer has purchased a Service Offering.

Special Terms and Conditions means Service Offering-specific terms and conditions set forth on Attachment A to this Addendum.

Subscription Fees means annual fees identified in the applicable Order Document or Pricing Summary for each Service Offering, plus the Annual Adjustment, if any. Where Customer has purchased an object code license to Software pursuant to the terms of the Software Addendum and wishes to purchase a Service Offering for such Software ("**Hybrid SaaS**"), license fees and fees for applicable Maintenance Services are not included within the Subscription Fees and must be paid separately. Where Customer is not purchasing Hybrid SaaS, fees for applicable Maintenance Services are included within the Subscription Fees.

Subscription Term means the subscription term purchased by Customer for each Service Offering, which begins upon the applicable Service Offering Commencement Date.

5 Access Rights and Restrictions.

5.1 Access Rights.

SaaS is only available for Itron Software identified in the table set forth in this Section 5.1 below for which Customer has purchased a Service Offering and paid all applicable fees. Subject to Customer's compliance with the Agreement (including payment of all applicable fees which, in the case of Hybrid SaaS, shall include Software licensing fees and Maintenance Services support fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offerings, with respect to Endpoints owned or otherwise controlled by Customer, for its internal business purposes in the Territory (as defined in the General Terms and Conditions of the Agreement).

Itron Software Eligible to Receive SaaS	
ACE VISION	Itron Analytics
Action Manager	Itron Mobile
ChoiceConnect Fixed Network	Mlogonline
Distributed Intelligence (Riva system)	MV-90 xi
Distributed Intelligence (GenX system)	MV-PBS

Itron Software Eligible to Receive SaaS	
EMMSYS	MV-WEB
Everblu FN (Fixed Network)	OpenWay Collection Engine (CE)
FCS	OpenWay Collection Manager (CM)
FDM Tools	Operations Optimizer – AMI Operations
FDM Workorders	Operations Optimizer – Grid Operations
Field Tools Advanced	Operations Optimizer – Network Operations
Field Tools Basic	Operations Optimizer – Revenue Assurance
Gas and Water Analytics	Operations Optimizer – QuickStart (RA/AMI Ops)
Gridscape	Performance Manager
HAN Communications Manager	Saturne
IntelliSOURCE Express	Streetlight Vision
Itron Enterprise Edition	Temetra
Itron Enterprise Edition Service Mode	UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ

5.2 Restrictions on Use.

Customer and its authorized users may not: (a) modify, translate or create derivative works of any Service Offering or related Documentation; (b) copy, reproduce, distribute, republish, download, display, post or transmit any portion of a Service Offering or related Documentation in any form or by any means; (c) sell, assign, transfer, lease or sublicense any Service Offering; (d) allow any third party, other than authorized users, to access any Service Offering or related Documentation without Itron's prior written consent; (e) use any Service Offering or related Documentation to provide services to third parties, or otherwise use any Service Offering on a "service bureau" or "timesharing" or subscription basis including, in connection with devices or equipment not owned or otherwise controlled by Customer; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Service Offering to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Service Offering (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's or its providers' Intellectual Property Rights; (h) publicly publish the results of any benchmark tests run on any Service Offering; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Service Offering any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's or its providers' Intellectual Property Rights, whether such notice or indications are affixed on, contained in or otherwise connected to a Service Offering; (l) attempt to gain unauthorized access to a Service Offering or Itron's or its providers' systems or networks; (m) merge any Service Offering with any other product or service without Itron's prior written consent and the payment of any additional fees; or (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers.

5.3 Content Restrictions.

Customer may not distribute, download, or place on any Itron or its providers' website or Server, or use with any Service Offering, any content that: (a) Customer knows or has reason to believe infringes the Intellectual Property Rights of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as "**Prohibited Content**"). Itron reserves the right to remove any Prohibited Content from the Server without prior notice to Customer. Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by any Prohibited Content distributed, downloaded, or placed on any Itron or its providers' website or Server or used with any Service Offering by Customer.

5.4 Breach of Restrictions.

Customer's breach of the restrictions set forth in [Section 5.2](#) ("Restrictions on Use") or [Section 5.3](#) ("Content Restrictions") shall constitute a material breach of the Agreement and shall result in revocation and immediate suspension or termination, as determined by Itron in its sole discretion, of all rights and licenses granted under this Addendum with respect to the Service Offerings. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

6 Invoicing and Payment.

Customer shall pay Subscription Fees in advance for each SaaS Billing Cycle for which it has purchased a Service Offering. Itron will invoice Customer for the One-Time Setup Fee and initial Subscription Fees for each Service Offering upon the Service Offering Commencement Date. Initial Subscription Fees for the Service Offering with the first Service Offering Commencement Date shall be based on a full SaaS Billing Cycle. Initial Subscription Fees for each Service Offering with a subsequent Service Offering Commencement Date shall be prorated based on the number of months remaining in the current SaaS Billing Cycle following the Service Offering Commencement Date. Itron may discontinue a Service Offering by providing Customer with written notice of discontinuance no less than 180 days prior to the commencement of a SaaS Billing Cycle. Otherwise, Itron will provide Customer with a renewal notice for the Service Offering at least 120 days prior to the commencement of each SaaS Billing Cycle. Customer may discontinue a Service Offering by providing Itron with written notice of non-renewal no less than 90 days prior to the commencement of a SaaS Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each SaaS Billing Cycle, Itron will provide Customer with an invoice for Subscription Fees payable by Customer for the forthcoming SaaS Billing Cycle. If Customer discontinues a Service Offering prior to expiration of the Minimum Subscription Term for that Service Offering, Itron will invoice Customer, and Customer will pay, for any unpaid Subscription Fees for the respective Service Offering through the end of the applicable Minimum Subscription Term. Maintenance Services fees and license fees relating to Hybrid SaaS will be invoiced in accordance with the Maintenance and Support Services Addendum and Software Addendum, as applicable. Itron has the right to adjust Subscription Fees at any time if Customer's use of a Service Offering exceeds the applicable tier set forth in the respective Order Document or Pricing Summary. Subscription Fees adjusted as a result of Customer exceeding the applicable tier are typically invoiced within thirty (30) to sixty (60) days after provisioning of each respective Endpoint occurs.

7 Monthly Application Availability Service Level.

7.1 Service Level.

Provided Customer has paid all applicable fees (including all Subscription Fees and, in the case of Hybrid SaaS, all maintenance and license fees) SaaS Application Availability with respect to each production environment Service Offering will be at least 99.5%, measured and reported monthly beginning in the first full calendar month following the respective Service Offering Commencement Date ("**Monthly SaaS Application Availability Service Level**"). The Monthly SaaS Application Availability Service Level will be measured and calculated separately for each Service Offering. Itron records and data will be the sole basis for all SaaS Application Availability Service Level measurements and calculations.

7.2 Service Level Credits.

As Customer's sole and exclusive remedy for Itron's failure to meet the foregoing Monthly SaaS Application Availability Service Level, subject to the service level exclusions in [Section 8.1](#) (Service Level Exclusions) below, Customer will be entitled to credits as follows:

SaaS Application Availability (production environments only)	
Monthly SaaS Application Availability performance	Credit (% of monthly Subscription Fee for applicable SaaS Application)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%

SaaS Application Availability (production environments only)	
≥95.0% and <96.5%	12.5%
<95.0%	20%

8 Service Level Exclusions; Disclaimers.

8.1 Service Level Exclusions.

Itron shall not be liable for failing to meet any service level commitment set forth in this Addendum (including any Special Terms and Conditions) or any Order Document to the extent such failure is attributable to any one or more of the following: (a) planned maintenance, unplanned maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 11 ("Suspension or Restriction of Service") of this Addendum; and (d) conditions beyond Itron's reasonable control, including but not limited to (i) unavailability of Customer or third party wireless services between the Service Offering and the Endpoints; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonably have been prevented by Itron; (viii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (ix) Customer's delay in performing maintenance or other tasks designated as its responsibility in this Agreement.

8.2 Disclaimers.

(a) Third-Party Content Disclaimer. Itron does not maintain third-party Software or third-party Service Offerings that Customer purchases through Itron (collectively "**Third-Party Content**") and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Content. Third-Party Content shall be subject solely to any service levels or warranties provided by the third-party provider. Itron will pass through to Customer or make commercially reasonable efforts to enforce on Customer's behalf, any service levels, warranties and remedies received from such third-party provider.

(b) Use of SaaS with Third-Party Devices. Customer may use a Service Offering to collect data from Endpoints equipped with radio communication devices not manufactured or provided by Itron ("**Third-Party Radio Device**"). Itron makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of, and disclaims all liability with respect to, Third-Party Radio Devices. In particular, Itron shall have no liability (a) if a Third-Party Radio Device is not responding or communicating or (b) for unread endpoints due to defective or unreachable Third-Party Radio Devices. Customer shall contact the supplier of such device for support.

9 Sizing of Software-as-a-Service.

Itron will size Service Offerings, Servers, and systems for Customer's specific deployment. System sizing depends upon the Service Offering and types of devices and sensors and may be a factor in determining Subscription Fees. Sizing criteria may include number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Any sizing changes during a Subscription Term will require a Change Order and may result in a change in Subscription Fees.

10 Conditions on Use of Service.

Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the General Terms and Conditions, applicable Order Documents), and laws and government regulations. The rights of any user to access and use the Service Offerings cannot be shared or used by more than one individual

(unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

11 Suspension or Restriction of Service.

Itron may suspend or restrict all or part of the Service Offerings at any time to protect the integrity and functionality of the Software, Servers, platforms, and systems, or for a breach of [Section 5.2](#) ("Restrictions on Use"), [Section 5.3](#) ("Content Restrictions") or [Section 10](#) ("Conditions on Use of Service"), until such breach is cured.

12 Incident Management.

Itron will provide Customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third-party providers, in accordance with the Maintenance and Support Services Addendum.

13 Customer Technical Responsibilities.

Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Service Offerings, at Customer's sole expense. For the avoidance of doubt, unless otherwise specified in an Order Document or, Statement of Work, or any Special Terms and Conditions attached hereto, Customer is responsible for providing WAN connectivity.

14 User IDs and Passwords.

Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Service Offerings. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

15 Planned Maintenance.

Planned maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Service Offerings as possible. Unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.

16 Unplanned Maintenance.

Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Service Offering disruptions to the extent reasonably practical.

17 Business Continuity.

17.1

Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold the Monthly SaaS Application Availability Service Level and Monthly File Delivery Percentage Service Level. Itron will conduct daily backups of back office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in an event of a failure. Business continuity is designed to provide recovery for component failures within a datacenter, this does not provide coverage for the loss or connectivity to a data center. If a more robust mitigation solution is required by Customer, geo-diverse disaster recovery options can be discussed and priced as a more fault tolerant solution.

17.2

All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days.

18 Disaster Recovery.

18.1

Disaster Recovery ("DR") is an optional service that is offered by Itron to hosted customers who purchase DR for an additional fee. Upon Customer's purchase of DR services and payment of applicable fees as set forth in the Order Document or Pricing Summary, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network ("FAN") communications in the event DR is needed. Upon mutual agreement, separate SOW and for identified cost, Itron can exercise the DR capabilities once per calendar year on Customer's production environments and provide the results of each such test to the Customer.

18.2

In the event of a Severity Level 1 Error (as defined in the Maintenance and Support Services Addendum), Itron will evaluate the scale of the incident, readily available mitigation plans, and the estimated time to recover. If it is apparent to Itron that an incident meeting the standards of a disaster as set forth in Itron's Disaster Recovery plan has occurred with no possibility of mitigation, Itron will declare a disaster and begin the notification process. Itron will notify the Customer of an any such event that will result in service interruption in excess of twelve (12) hours. Once a disaster has been declared, Itron's responsibilities for SLAs will be temporarily suspended until the time at which Customer's environment has been failed over and is operating in the secondary DR datacenter. The Recovery Point Objective (RPO) for DR is four (4) hours. The Recovery Time Objective (RTO) for DR is twelve (12) hours.

19 Roles and Responsibilities.

The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

P=Primary responsibility

S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the SaaS.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the SaaS.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the SaaS.	P	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply operating system and other third-party security patches and critical updates as appropriate.	P	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	P	

Description of service or deliverable	Itron	Customer
Monitor communications and support communications troubleshooting activities for the SaaS.	P	
Perform software upgrade activities.	P	
Maintain and administer the SaaS Server databases.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP or equivalent if included in the SOW.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	P	

END

Attachment A

SPECIAL TERMS AND CONDITIONS

Special Terms and Conditions – Temetra

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Temetra:

1 Mobile Device Software.

- (a) **License Grant.** Subject to the terms of this Agreement, Itron grants Customer a limited, non-exclusive, and non-transferrable license to download, install, and use Itron's Temetra Mobile application and any associated drivers provided by Itron (collectively, the "**Mobile Device Software**") on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "**Mobile Device**") strictly in accordance with the Documentation.
- (b) **License Restrictions.** Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason.
- (c) **Directives.** To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulation (collectively, the "**Directives**") is applicable, such Directives may provide Customer the right to decompile Software in order to obtain information necessary to achieve the interoperability of an independently created computer program, prior to exercising any such possible rights under the Directives, Customer agrees to (a) first notify Itron of Customer's good faith belief that information necessary to achieve the interoperability of an independently created computer program is not otherwise available and that decompilation is indispensable within the meaning of the Directives; and (b) provide Itron with a reasonable amount of time to respond to Customer regarding the foregoing assertions.
- (d) **Limited Mobile Device Software Warranty.** For a period of one-hundred-eighty (180) days from the date of delivery of the Mobile Device Software to Customer (the "**Warranty Period**"), Itron warrants solely to Customer that the Mobile Device Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, during the warranty period set forth in this Section 1(c), repair or replace non-conforming Mobile Device Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Mobile Device Software if the Agreement or applicable Order Document has terminated or expired. The foregoing warranty does not apply to non-conformities in the Mobile Device Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install the Mobile Device Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Mobile Device Software or Customer's systems through no fault of Itron. After the Warranty Period, any Mobile Device Software errors will be addressed under maintenance and support terms.
- (e) **Updates.** Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Based on Customer's Mobile Device settings, when Customer's Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download

and install available Updates. Customer shall promptly download and install all Updates and acknowledge and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will be deemed part of the Mobile Device Software and be subject to all terms and conditions of this Agreement.

2 Compatible Mobile Devices.

Mobile Device Software is designed to work in connection with Mobile Devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Mobile Device Software work with any other mobile devices.

3 Disclaimer of Liability.

Mobile Device Software requires Internet connectivity, which Customer is solely responsible for procuring. Itron accepts no responsibility for any internet services failure, Mobile Device failure, or for any loss or damage of any kind caused by such failure.

4 Business Continuity and Disaster Recovery.

The following shall replace Section 17 ("Business Continuity") and Section 18 ("Disaster Recovery") of the General SaaS Terms and Conditions in its entirety:

Itron uses streaming replication to keep a hot failover database always available, with automatic switch over in the event of failure. Application data is automatically backed up every night.

5 Recovery of Customer Data at the End of the Agreement or SaaS Service.

At the end of the Term of the Agreement or SaaS service (unless the Agreement or SaaS service is renewed pursuant to duly executed amendment or a new agreement), or in the event of its early termination in accordance with the terms of the Agreement, Customer will confirm to Itron in writing, no later than on the effective date of expiration or termination, its decision to close the SaaS service ("Closure Confirmation"). Provided that Itron has received the Closure Confirmation from Customer within the aforementioned period, Itron will maintain Customer's access to the system for a maximum period of three (3) months from receipt of the Closure Confirmation, for the sole purpose of enabling Customer to retrieve the following Customer data: access account information, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by the SaaS service, or the format already supported by the SaaS service. At the end of this three (3) month period, the Customer data will be permanently deleted and will no longer be recoverable.

END

Special Terms and Conditions – Subscription AMI

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Subscription AMI:

1. Definitions.

"Company" means the host utility that owns the network and provides network access for Customer's use of Subscription AMI. Customer will contract directly with Company for access to the network.

2. Subscription AMI Use Restrictions. Customer's use of the Subscription AMI shall be permitted as follows:

2.1. Conventional AMI Meter Use Cases. Customer will use the Subscription AMI for conventional AMI use cases. Conventional AMI meter use cases include twice daily retrieval of interval data, daily reading of meter registers, on-demand reads, meter pings, meter firmware and configuration changes.

2.2. New Use Cases. If Customer requests additional use cases, Itron or its contracted partner will review any request for new use cases, study the impact on network capacity and functionality and render a decision within 90 days of the request. Itron reserves the right to charge additional fees for any new use cases.

3. Roles & Responsibilities. The table below lists the respective responsibilities of Customer and Itron as it relates to Subscription AMI. While Company is not a party to this contract, its roles and responsibilities are included to assure there is clarity as to how the overall project will be executed.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Company	Customer
Initial Deployment			
Project management – Itron-Customer activities	P		P
Project management – Itron-Company activities	P	S	
Endpoint procurement			P
Business process updates, integration and testing	P		P
Customer training	P		
Install incremental network gear		P	
Install endpoints			P
Purchase and deploy network devices outside the Company's service areas			P
Obtain mounting rights, concessions, approvals, or other rights necessary for for the deployment of network equipment outside the Company's service area			P
Provide backhaul for any network equipment outside the Company's service area			P
Network Connectivity and Maintenance			
Design (update) and optimize the network; including site surveys when required		P	
Install, remove, move or replace the network equipment		P	
Remotely monitor and troubleshoot network/network equipment issues; firmware upgrades	P	S	
Conduct in field RF remediation of network equipment		P	

Manage network equipment procurement, inventory, warehousing and RMA		P	
Backhaul management, including contracts with 3rd party cellular provider		P	
Network SLA reporting	P		
Regression testing of new Itron software	P	S	
AMI Application(s)			
Application(s) licensing and hosting	P		
Application(s) availability and monitoring	P		
Application(s) upgrades, monitoring and maintenance	P		
SLA Reporting	P		
Submit user access requests for new users and deletion notifications for users no longer involved with the Software-as-a-Service.			P
Provide immediate notification in the event of an employee termination for those with access to the Software-as-a-Service.			P
Monitor communications and support communications troubleshooting activities for the Software-as-a-Service.	P		
Upgrade Software if and as required.	P		
Manage Software-as-a-Service interfaces			P
Endpoint Management			
Add newly procured EPs in the application			P
Identify and triage endpoint issues - connectivity/communication, data integrity, endpoint malfunction, etc. - identified via flags, alarms, alerts, events, etc.			P
Remotely investigate issues			P
Conduct in-field investigations when required			P
Identify endpoints that need to be replaced			P
Publish and review endpoint management reports to identify trends or commonalities across global portfolio of deployments			P
Upgrade/update EP firmware to resolve EP issue	P		
Add, remove, replace or RMA endpoints – meters or modules			P
Warehousing and inventory management of the endpoints			P
Business Operations			
Create, test and maintain read schedules and billing calendars	P		
Define and create user profiles; add/remove users as needed	P		
Setup AMI reports and distribution lists to support business processes and decision making			P
Support internal budgeting, biz planning, regulatory and reporting requirements and processes			P
Conduct user/analyst training			P
Support all internal and external enquiries related to billing, including Tier 1 consumer support / call center activities			P
Consumer billing and CIS			P
Notify Tenants of Company's regression test and deployment schedule for new releases	P		
Notify Tenant of major Company Outages that impact endpoint communications	P	S	
Notify Itron of any network or system changes that are not visible within the Itron NOC		P	

End

PROFESSIONAL SERVICES ADDENDUM

1 Relationship to General Terms and Conditions.

This Addendum is subject to the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

2 Additional Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions:

Change means a change to the scope of Professional Services or related deliverables to be provided by Itron under a Statement of Work.

Change Request means a request made by Itron or by Customer for a Change.

Change Order means a written document describing a Change agreed to by Itron and Customer that is signed by both Parties.

Professional Services means professional services such as installation services, implementation services, consulting services, project management services, and other similar services, as described in a Statement of Work.

3 Statement of Work Requirement.

Itron has no obligation to provide Professional Services in the absence of a Statement of Work agreed to by Itron and the Customer and a Purchase Order issued by Customer to purchase Professional Services under that Statement of Work. Customer shall order Professional Services by issuing a Purchase Order to Itron in accordance with this Agreement.

4 Expenses.

Customer will reimburse Itron for reasonable out-of-pocket travel-related expenses incurred by Itron relating to the provision of Professional Services unless specified otherwise in the Statement of Work.

5 Invoicing.

Itron will invoice Customer for Professional Services as set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in the applicable Order Document or Statement of Work, Itron will invoice Customer for Professional Services at the end of the month in which they are performed and for expenses as incurred.

6 Customer Responsibilities.

Customer shall timely perform all its assigned roles, responsibilities and tasks under each Statement of Work using qualified personnel. Customer shall also provide Itron with reasonable cooperation with respect to the Professional Services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.

7 Reference Information.

If Customer provides Itron any designs, technical information, or other information required by Itron to provide Professional Services and/or related deliverables (collectively, "**Reference Information**"), Itron shall be entitled to rely on the accuracy of such information and documents. To the extent Customer's failure to provide accurate and complete Reference Information results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increased costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

8 Delays.

To the extent Customer's failure to adhere to Customer's responsibilities and requirements under an Order Document or Statements of Work results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increased costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

9 Express Warranties for Professional Services.

Itron warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training and education and in a timely, professional, and workmanlike manner in accordance with the applicable Statement of Work. Pursuant to Section 4 ("Warranties and Disclaimer") of the General Terms and Conditions, Itron expressly disclaims all warranties referenced therein.

10 Remedies.

As Customer's sole and exclusive remedy for any material noncompliance by Itron with the express warranties provided above for Professional Services, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within ninety (90) days of performance of the applicable noncompliant Professional Services. If Itron, in its sole discretion, is unable to correct the noncompliance, Customer's sole and exclusive remedy will be receiving a refund of the pro-rata amount paid by Customer for the nonconforming Professional Services.

11 Change Requests & Change Orders.

Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. The Parties will adhere to any Change Request procedures set forth in the applicable Order Document or Statement of Work. If Itron receives a Change Request from Customer, Itron will prepare and submit a proposed Change Order to Customer describing the Change and associated fees. No Change Order will be binding upon Customer or Itron unless signed by authorized representatives of both Parties. All Change Orders will be governed by the terms and conditions of this Agreement.

12 Project Deliverables.

Itron shall provide Customer with project-related documentation and other deliverables identified in the applicable Statement of Work. Itron hereby grants Customer a non-exclusive, non-transferable license to use such documentation and other deliverables for Customer's internal business in furtherance of the purpose for which they were provided by Itron. For clarity, the foregoing license does not apply to software or firmware licensed by Customer under other Addenda to this Agreement.

13 Survival.

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 3 (Statement of Work Requirement), 4 (Expenses), 5 (Invoicing), 7 (Reference Information), 8 (Delays), 9 (Express Warranties for Professional Services), 10 (Remedies), 11 (Change Requests & Change Orders), 12 (Project Deliverables) only with respect to licensing, and 13 (Survival).

End

MAINTENANCE AND SUPPORT SERVICES ADDENDUM

1 Relationship to General Terms and Conditions.

This Addendum is governed by the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

2 Additional Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase.

Annual Fees means the annual fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Customer Support Services". Copies of the Client Services Guidelines Documents may be obtained by calling Itron Global Customer Support Service at (877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified as "Covered Equipment" in an Order Document.

Covered Firmware means Itron's network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

Covered Products mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified as "Covered Software" in an Order Document.

Error means a material failure of Covered Firmware or Covered Software to comply with applicable published Itron specifications.

Fix means a correction or workaround for an Error.

Global Support Services means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer's Primary Service Contacts with questions or issues related to the operation of Covered Products.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

M&S Commencement Date means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date
On premise Covered Software	First day of month following date Covered Software is made available to Customer
Covered Firmware	Date of shipment of the applicable communicating device

Covered Product	M&S Commencement Date
Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription	The earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering
Covered Equipment	End of warranty period
Third Party Covered Products	Per applicable third-party service provider terms and conditions

Maintenance Billing Cycle means a period of one year beginning on the Effective Date or any anniversary thereof.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Primary Services Contacts means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

Release means a collection of Fixes and / or Improvements made available by Itron to Customer.

Service Levels means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

Service Offering has the meaning set forth in the Software-as-a-Service Addendum.

Service Request means an Itron tracked Customer request for Global Support Services.

Third Party Covered Products means third-party equipment and third-party software identified as "Third Party Covered Products" in an Order Document.

3 Principal Services Contacts.

3.1 Designation by Customer.

Customer shall designate a minimum of one and not more than two Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

3.2 Training of Principal Services Contacts.

Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location

or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

4 Global Support Services & Service Requests.

4.1 Global Support Services.

Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

4.2 Service Request Process.

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. When Customer submits a Service Request, Customer will reasonably assess its business urgency according to the appropriate Severity Level in Attachment 1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels.

4.3 Field Support.

At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("Requested Field Support") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be due to an error in the Itron product or service.

5 Itron Firmware and Software Maintenance.

5.1 Scope.

Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription.

5.2 Modifications.

Itron may modify or replace Covered Firmware and Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

5.3 Fixes.

Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the necessary resource effort required to support of Itron restoring the system and remediating the Error, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

5.4 Improvements.

Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as

new add-on modules/features and not part of the products original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

5.5 Software Releases.

- 5.5.1** Release Numbering Convention. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may vary and be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"
- 5.5.2** The first place, "X.X.X.X", in Itron's numbering convention refers to a "Major Release", or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.
- 5.5.3** The second place, "X.X.X.X", in Itron's numbering convention refers to a "Minor Release, which is an update to a current Major Release. A Minor Release may include consolidation of previous Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.
- 5.5.4** The third place, "X.X.X.X", in Itron's numbering convention refers to a "Service Pack, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 - Severity 4 issues for a specified Minor or Major Release.
- 5.5.5** The fourth place, "X.X.X.X", in Itron's numbering convention refers to a "Hot Fix," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

5.6 Support for Covered Firmware.

Itron will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of it being made available to Customer, and (ii) tests and installs the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

5.7 Support for On Premise Itron Enterprise Edition, OpenWay and GenX Software.

Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

5.8 Support for Other On Premise Covered Software.

Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

5.9 Support for SaaS or IaaS.

Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

5.10 Support for Unsupported Itron Software and Firmware.

At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Release at Itron's then current rates.

5.11 Mandatory Revisions.

Customer must install all software and firmware updates, patches, and service packages provided by, or as directed by, Itron from time to time and which may be required to correct errors, vulnerabilities, third-party concerns, or as otherwise necessary to ensure proper functioning of the Covered Software or to protect the interests of the Parties ("**Mandatory Revisions**"). ITRON IS NOT LIABLE FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

5.12 Installation Services for On Premise Releases.

Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-Service subscription in accordance with the applicable terms and conditions for such services.

5.13 Restoring Firmware or Software to Maintenance Services.

If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

5.14 Exclusions.

Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Firmware or Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than Itron; (v) Customer's failure to implement a Mandatory Revision; (vi) maintenance and/or support of Covered Firmware or Covered Products other than by Itron; (vii) viruses introduced through no fault of Itron; or (viii) network or communication link failures.

5.15 Documentation and Backup.

Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and manage its Covered Firmware or on-premise software installation as part of ongoing system operation.

5.16 Customer Responsibilities.

The provision of Maintenance Services for Covered Firmware or Covered Software by Itron assumes that Customer will facilitate such services as follows:

5.16.1 Service Requests.

Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

5.16.2 Data Review.

If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

5.16.3 Installation and Upgrades.

Customer will engage Itron Global Support Services or their Itron account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

5.16.4 Remote Access.

Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to Covered Firmware or on premise Covered Software is denied to Itron.

5.16.5 System Configuration, Operation and Maintenance.

Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will obtain Itron's written consent prior to making any material changes that may affect the installation or operation of on premise Covered Software.

5.16.6 Network Administration.

Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

5.16.7 Database Administration.

Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

6 Itron Equipment Maintenance.**6.1 Maintenance Procedures.**

Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Location Table. Customer will return Covered Equipment at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's

RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches, and (iii) return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

6.2 Exclusions.

Itron is under no obligation to perform Covered Equipment Maintenance Services in circumstances where the failure or damage is due to: (i) accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

6.3 Estimated Fees.

Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Customer and Itron agree are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

6.4 Adding/Restoring Equipment to Maintenance Services.

Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this section.

6.5 Equipment Responsibilities.

Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

7 Fees and Invoicing.

7.1 Annual Fees.

Customer shall pay Annual Fees in advance of each Maintenance Billing Cycle in which it will receive Maintenance Services. Itron may also pass-through price increases for Maintenance Services on Third Party Covered Products that Itron receives from the third party service provider on behalf of the Customer.

7.2 Invoicing.

Itron will invoice Customer for the first Maintenance Billing Cycle on or after the Effective Date. Itron may invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle at a prorated amount. Otherwise, Itron will invoice Customer for each subsequent Maintenance Billing Cycle approximately twenty (20) days prior to the commencement of such Maintenance Billing Cycle.

7.3 Renewal Notice.

Itron will provide Customer a renewal notice for Itron Covered Products at least one hundred twenty (120) days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a Maintenance Billing Cycle. Itron will provide Customer a renewal notice for Third Party Covered Products as soon as reasonably practical following Itron's receipt of such notice from the third party service provider.

7.4 Purchase Order.

Itron requires and Customer shall submit a Purchase Order to Itron for the quoted amount of Itron Covered Products prior to the commencement of each Maintenance Billing Cycle. Itron requires and Customer shall submit a purchase order to Itron for the quoted amount of Third Party Covered Products thirty (30) days prior to the commencement of each Maintenance Billing Cycle. Itron will not renew Third Party Covered Product maintenance for which a Purchase Order has not been provided by Customer.

8 Support for Third Party Products.

Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

9 End of Support.

Itron may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

10 Survival.

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 5.14 (Exclusions), 6.2 (Exclusions), Section 7 (Fees and Invoicing), 9 (End of Support), and 10 (Survival).

Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 1* Business Impact: Critical Impact / System Down. A Production System Error for which there is no work-around, which causes Covered Firmware or Covered Software Product or a critical business function / process of said product to be unavailable such that system operation cannot continue. Example: a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down	During regular business-hours Itron will begin the Service Request process during Customer's initial call. During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process. Following the start of the Service Request process Itron will respond to Customer's Service Request within two (2) business hours with an investigation response. Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three (3) hours.	Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, S4. Customer Support Staff must be available 24x7 to work cooperatively with Itron continuously until such time restoration is achieved.	An unresolved Service Request shall be escalated to Itron management as follows: After 30 minutes: Technical Customer Support Team Lead After 8 hours: Manager, Technical Client Services After 16 hours: Director, Global Support Services After 48 hours: Service Request. Vice President, Services and Delivery After 72 hours: President, Itron

Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 2* Business Impact: Major impact, degraded Operation. An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion. Example: a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.	During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day. While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrade the Severity Level to S3, S4.	An unresolved Service Request shall be escalated to Itron management as follows: After 1 hours: Technical Customer Support Team Lead After 8 hours: Manager, Technical Client Services After 24 hours: Director, Global Support Services After 30 Days: Vice President, Services and Delivery

Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 3** Business Impact: Minor Business Impact, compromised operations. An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities. Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.	During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.	Itron will work during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4.	
Severity Level 4 Business Impact: Standard Operations intact. A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality Example: Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.	During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.	Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams.	

* Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

** Service Request opened on Non-production servers / environments are entered as a Severity Level 3.

END

					
				Oct 29, 2024 PROPOSAL FOR:	
		Temetra AMI SaaS Pricing Summary		Arlington Heights, IL	
Item	Category	Description	Qty	Unit Price	Extended Price
SaaS Fees:					
1	Itron SaaS	Itron Temetra AMI Software & Customer Portal- Annual fee (<25,000 services) Includes 5-Years of Data Storage.	1	\$17,813.00	\$17,813.00
					\$17,813.00
Footnotes:					
(1)	Prices are valid for 60 days. Taxes and freight are not included and will be billed at actual. Prices are in US dollars.				
(2)	The SaaS fee listed is based on an annual fee with up to 25,000 services. Itron may adjust the then-current prices for software and services once during the twelve (12) month period following each anniversary of the effective date of the applicable agreement or addition thereto, provided however, that no annual price increase for software and services will exceed 3%.				
(3)	Buyer must execute a Network Service (NaaS) agreement with Commonwealth Edison and a AMI Services Agreement with United Systems before this system can be deployed.				
SaaS Schedule:					
		Itron Temetra AMI Software & Customer Portal for <25,000 Services			
		Estimated with maximum annual 3% escalator	Year 1	\$17,813.00	
			Year 2	\$18,347.39	
			Year 3	\$18,897.81	
			Year 4	\$19,464.75	
			Year 5	\$20,048.69	
			Year 6	\$20,650.15	
			Year 7	\$21,269.65	
			Year 8	\$21,907.74	
			Year 9	\$22,564.98	
			Year 10	\$23,241.92	
			Year 11	\$23,939.18	
			Year 12	\$24,657.36	
			Year 13	\$25,397.08	
			Year 14	\$26,158.99	
			Year 15	\$26,943.76	



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
12/16/2024

Item: Ordinance Approving an Amendment to the 2024 Budget for the Installation of Replacement Dimmer Racks at the Metropolis Theater

Department: Finance

Item Description:

BACKGROUND

At the December 2, 2024 Village Board Meeting the Board approved a bid from JRLX to replace the dimmer racks at the Metropolis Theater at a cost of \$119,859. At that time, Metropolis hadn't received the proposal for the installation of the dimmer racks from JRLX's partner firm Peterson Electric & Technology. The Theater wanted to make sure the parts were ordered as soon as possible, because the lighting racks are starting to fail.

The attached dimmer racks installation proposed from Peterson Electric & Technology comes to \$28,352. The combined bid for the JRLX materials and the installation came in \$44,000 less than the next lowest combined bid.

RECOMMENDATION

It is recommended that the Village Board approve the installation of the dimmer racks at the Metropolis Theater in the amount of \$28,352, and that the Village Board approve an ordinance to amend the 2024 A&E Fund Budget to reflect this expense.

ATTACHMENTS:

1. Dimmer Rack Installation Proposal
2. Ordinance - Metropolis Lighting Installation Budget Amendment



PO Box 742, Burlington IL. 60109
Ph. 815-899-1450 Fax 815-899-1451
www.peterselectricil.com

Proposal

Friday, November 29, 2024
#24-8979 A

David Victor
Metropolis Performing Arts Centre
111 W Campbell St
Arlington Heights, IL 60005

Phone: 847-577-2121

Email: customerservice@metropilisards.com

Re: Metropolis PAC – 111 W Campbell St, Arlington Heights

We propose to furnish electrical labor replace existing dimmer panel cabinets with new and revise the existing wiring. Included are the following items and clarifications.

- Tag each circuit and neutral individually with wire markers.
- De- energize and lock out 600amp feed at distribution.
- Demo conductors from (2) 96 ckt. dimmer racks.
- Demo existing EM dimming panel & control interface.
- Demo conduits and rework to new panels.
- Install conductors to dimming panel buss.
- Furnish and install NSI connectors.
- Demo 1" conduit to rack.
- Demo ¾" conduit for F/A tie in.
- Demo existing dimmer panel.
- Install (2) 96-way Sensor 3 Dimming Racks utilizing existing feeds.
- Install (1) 12-way DRd dimming panel for EM circuits using existing EM feed.
- Install emergency bypass detection box (EBDK) near DRd panel.
- Extend Fire Alarm wire to EBDK.
- Extend feed from sensor 3 rack to EBDK.
- Furnish and install 2" conduit and fittings to new panels.
- Terminate conductors to new dimmer panels.
- Furnish and install (1) 120v circuit and quad receptacle.
- Furnish and install LV interconnect conduit between dimmer rack and panels.
- Pull LV cables to (7) existing wall stations. Add conduit as needed.
- Pull LV cables to (10) network device locations in the Auditorium/ Control Room.
- Work to be performed during normal working hours.

THE ABOVE WORK WILL BE PERFORMED FOR THE SUM OF:

\$28,352.00

NOT INCLUDED:

1. GENERAL
 - Dumpsters & rubbish removal costs
 - Overtime or double-time work is not included
2. LIGHTING
 - Installing or modifying existing lights.

3. POWER

- Additional switch legs or neutral conductors
- Dimmer/relay panels
- Control interfaces or cabinets

4. LOW VOLTAGE

- Low Voltage cables furnished by JRLX.
- Low Voltage terminations performed by JLRX.
- Dimmer/relay panels
- Control interfaces or cabinets

The above prices, specifications and conditions, including the standard terms and conditions set forth on the reverse, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Request for work to commence prior to receipt of executed proposal shall constitute acceptance of proposal by person so requesting. We may withdraw this proposal if not accepted within thirty (30) days. Payment due upon receipt of invoice.

Peters Electric & Technology, Inc.

John Peters

John Peters
Vice President

Metropolis Performing Arts Centre

Check One:

☐ Corporation ☐ Partnership

☐ Sole Proprietor

BY _____

Individually and as Authorized Agent

**AN ORDINANCE AMENDING THE ANNUAL BUDGET OF THE VILLAGE OF
ARLINGTON HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024**

WHEREAS, by Ordinance 2023-81, the President and Board of Trustees of the Village of Arlington Heights, Illinois adopted the Annual Budget of the Village of Arlington Heights for the fiscal year beginning January 1, 2024, and ending December 31, 2024; and

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

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

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

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

Account Being Amended		Original Budget	Amendment Incr. / (Decr.)	Revised Budget
515-2005-550550-	EQ8001-EQUIP-METROPOLIS Metropolis Lighting	\$120,000	\$28,400	\$148,400

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 December 16th, 2024.

Village President

ATTEST:

Village Clerk



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: Resolution Authorizing Application for Illinois Department of Commerce and Economic Opportunity Grant

Department: Police

Item Description:

The Police Department is submitting an application for grant funding, offered by the Illinois Department of Commerce and Economic Opportunity, to support expenses related to the social services advocate, crisis counselor, and social services coordinator positions. This grant opportunity is sponsored by Illinois Senator Mark Walker.

ATTACHMENTS:

1. Resolution Authorizing DCEO Grant Application
2. DCEO Grant Application

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR AN
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY GRANT
FOR POLICE SOCIAL SERVICES

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (“DCEO”), with the support of Illinois State Senator Mark Walker, has tentatively issued a grant to the Village for expenses incurred by the Village Police Department for its social services advocate, crisis counselor, and social services coordinator (“Grant”); and

WHEREAS, in order to receive the Grant, the Village must execute a grant application and to file all documentation required by DCEO for final approval and disbursement of the Grant; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to apply for the Grant;

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: AUTHORIZATION TO FILE GRANT APPLICATION. The President and Board of Trustees hereby authorize the Village Manager to execute an application for the Grant, and all necessary documentation related thereto.

SECTION 3: DELIVERY. The President and Board of Trustees hereby authorize and direct the Village Manager to deliver a copy of this Resolution to the Illinois Department of Commerce and Economic Opportunity as part of the application authorized pursuant to Section 2 of this Resolution.

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of December, 2024.

Village President

ATTEST:

Village Clerk



Illinois
Department of Commerce
& Economic Opportunity

DCEO Use Only:

Application #: _____

Grant #: _____

GRANT APPLICATION PROJECT NARRATIVE

Office of Grants Management

Applicant Legal Name: Village of Arlington Heights

(Name used for DUNS registration and grantee pre-qualification)

Applicant GATA ID#: 681895

Applicant UEI # from SAM.gov: SA2FJCC7CXS2

SECTION 1: SCOPE OF WORK

1. **PROJECT TITLE:** Arlington Heights Social Service Coordination

- A. **Description of Scope of Work** (Please use the space below to describe what you intend to do with these specific Grant funds. *For clarity, "specific Grant funds" is defined as the amount of money that has been appropriated to your entity for this project.* This must include a detailed narrative description of all activities which will be funded by the grant (e.g., land, property, easement, right-of-way acquisition; construction/renovation activities [including all ADA compliance covered by the project]; equipment; development/delivery of programs and services [including administrative activities]; or other activities.) This information will be included in the Grant Agreement as the Scope of Work.

The Village of Arlington Heights is seeking to cover expenses related to two new village positions added to the calendar year 2024 budget and one existing position.

The new positions are Police Social Services Advocate and Police Crisis Counselor. Although these services are not new to the Village, they were previously funded with federal grants. In 2024, the Department learned the above grants would no longer be available. With grant funding exhausted, the Village elected to continue the program by fully funding both employees' total compensation costs.

The Police Social Services Advocate provides general crisis counseling and intervention services, social service referrals, and criminal justice-related support and advocacy to victims of crime. Responsible for assisting domestic violence, sexual assault, and other victims of traumatic crime with court-related support and follow-up services to improve overall outcomes and general well-being.

The Police Crisis Counselor provides emergency intervention services to individuals suffering a behavioral or mental health crisis. The counselor responds to crisis-related calls for service with Police Officers, assists with situation de-escalation, and provides initial assessment and appropriate referral services. The position emphasizes initial field contact with individuals suffering a mental health crisis associated with police calls for service or proactive community engagement.

- B. **Description of Overall Project** (Please use the space below to describe the overall project which would include any additional funding. For clarity, “overall project” is defined as any work outside of the “specific Grant funds” in Question 1A necessary to complete the project (e.g., in Question 1A above, you listed electrical wiring under “specific Grant funds” and below you would list a description of the the overall project which is a complete renovation to a building to include flooring, HVAC, complete roof tear off and replacement, cabinetry, plumbing, design and engineering, landscaping, environmental remediation, and construction management oversight, etc.) This information will be included in the Grant Agreement as the Scope of Work.

The project is designed to foster an environment where the new positions can better coordinate with the existing positions for a full-spectrum social services operation. We expect this to allow both departments to execute their specialized tasks better. The police positions provide acute crisis response, and the health and human services provide long-term services for continued post-crisis stability. These services apply to both victims of crime and individuals who are experiencing issues related to mental health.

The Village of Arlington Heights seeks to connect all individuals who qualify for assistance in the aftermath of a crime or mental health incident with appropriate resources to promote stability. Village staff is also willing to meet with residents who voluntarily ask for appointments for services.

These services include legal support, on-scene mental health incident de-escalation, and connection to long-term support resources for those who are the victims of a crime or experience mental health crises.

This program intends to transition from the acute crisis phase to the long-term support phase, utilizing the services provided by the Health and Human Services Department. The goal is to provide a unified approach to helping individuals overcome emergency issues and then ensure they have access to additional services that may assist in any recovery they may need.

2. Project Location - (**Must** provide an electronic/digital photo of project location). If work is taking place at more than one address, please list **ALL** addresses.

Address 33 S Arlington Hieghts Rd City Arlington Heights County Cook Zip Code + 4 60005+

If the property is being improved, is the property owned by the grantee? ☐ Yes ☐ No, or leased by the grantee? ☐ Yes ☐ No

NOTE: Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Exhibit C of this Agreement for the following purposes and consistent with the Grantor’s bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

Non-governmental entities must complete questions 3, 4 and 5. All other entities, skip to question 6.

3. Your Organization Location Information

- a) Address of your organization's headquarters? 33 S Arlington Height Rd
- b) How many total branches/service locations does your organization have (including your headquarters)? 1
- c) What geographic area(s) does your organization serve? (could be county, city, neighborhood, etc.) County of Cook, Village of Arlington Heights

4. Your Organization

- a) What is your organization's mission statement?
The Arlington Heights Police Department will achieve excellence in policing by protecting, serving, and partnering with our community.
- b) What are the primary goals of your organization?

We place our highest value on the preservation of human life and the prevention of crime.

We will maintain ongoing collaborative relationships with community partners to identify and address shared concerns.

We will protect the rights of the individual by upholding the laws and the constitution in an impartial unbiased manner.

We strive for excellence in the quality of our work. We recognize the need to be dynamic in meeting the community's changing needs.

We hold ourselves to the highest standards and are accountable for actions both personally and as an organization.

We will set measurable performance goals, which support the priorities of the Village.

Every member of the department will be given the opportunity to develop and grow. They will be provided with the necessary authority, training and resources to achieve professional and organizational goals.

5. Your Participants

- a) Describe any eligibility criteria for participation in your program(s) (i.e., income level, age, employment status, etc.).
The Village will provide appointments for services for all who request them. There are certain additional services or referrals the Village will help match funding for individuals with lower income levels.
- b) Describe how participants are identified or recruited, or describe who refers participants to your organization for services.
Participants are rated on an income basis for certain social services. For services provided by the Police Crisis Counselor and the Police Social Services Advocate, they respond to needs as identified by officers who respond to incidents, are referred from community mental health and public safety partners, and are also open to voluntary appointments from the public.

- c) If services cannot be provided to all that apply, describe the manner in which participants are selected (i.e., standardized testing; first-come, first-served).
The Village of Arlington Heights provides both referral and first-come first-served. Referrals take priority, but as appointment times are available the public can request an appointment for consultation for services at any time.
- d) State the costs to participants for these programs and services, and specify whether a sliding scale (i.e. cost for services is reduced or waived, based on income or ability to pay) is enacted. Zero cost for all internal services and sliding scale based on income for outside referrals.

6. Public Purpose

- a) What is the public purpose of the proposed project?
The public purpose of this project is to reduce the overall negative effects for those who seek support services in the aftermath of a public safety incident.
- b) Why is this proposed project necessary?
This project is necessary because it will allow for us to foster a coordinated approach to individuals that are experiencing crises. The goal is to provide long term support for individuals to improve their quality of life and reduce the likelihood of recurring issues that these services seek to mitigate.
- c) What is the expected benefit of this proposed project (i.e., city will no longer be on IEPA restricted status list; unemployed persons will receive job training, etc.)?
By focusing on the coordination between the Police Social Services team and the Health and Human Services Department, it will allow for the Village to design a more cohesive approach to supporting its residents and individuals who seek crisis support from our teams. The Village is looking to reduce the time for service provision and reduce the risk of revictimization or long-term harm due to delayed access to services. In addition, as individuals are connected with services, the frequency of calls for service per individual is expected to decrease, allowing for fewer police responses for reoccurring issues and reducing law enforcement officer time spent on responding to these recurring issues.

7. Public Benefit

- a) Estimate the number of persons to benefit or be served by the proposed project.
1000
 - i. State the percentage of current or projected participants who are disadvantaged or low-income.
5.74%
 - ii. State the percentage of participants who receive (or will receive) services at no cost or a reduced fee.
80% The services the Village provides through the police social services staff comes as no cost to participants. The Village's social services have a graduated scale based on income level for reduced fees for certain services or referred services.

- 8. Has your organization secured all necessary federal, state and local permits and approvals to proceed with this project? ☒ Yes ☐ No

If *no*, please identify permits/approvals to be obtained and provide a reasonable, estimated timetable to secure such permits/approvals.

- 9. If grant funds are to be utilized to make capital improvements to real property structures/land) **that your organization does not own**, please provide a copy of the lease or other agreement (i.e.,

easements, rights-of-way, etc.) between your organization and the property owner that will allow your organization to continue to use the improved premises, for an appropriate length of time, consistent with applicable state law and rules.

* Lease must be for a *minimum* of ten (and preferably at least fifteen) years into the future, not counting available term extensions identified within the lease.

N/A

10. If the project involves the purchase of land or building(s), you must respond to items a) through e) below and attach supplementary explanatory materials as needed.

- a) Does your organization have an executed contract for the purchase/acquisition of the land/building in question? ☐ Yes ☐ No

If *no*, when do you expect to have an executed contract?

- b) Provide at least one appraisal conducted by a neutral third-party prior to closing – and as close to the closing date as possible – as an estimate of the property's fair market value. The appraisal documentation must be submitted to the Department as soon as available, and preferably prior the actual closing date.

- c) If your organization is a governmental entity, is it acquiring the land/building through an outright purchase, or through eminent domain/condemnation proceedings? ☐ Yes ☐ No

If acquiring through eminent domain/condemnation, when do you **realistically** expect to finalize the acquisition?

- d) Is your organization aware of any existing (or reasonably anticipated) legal proceedings such as zoning issues, objections of nearby property owners, etc., relating to the proposed use of the land/building being purchased with grant funds? ☐ Yes ☐ No

If *yes*, please attach a detailed explanation.

- e) Provide the name, address, phone number and email address (if applicable) of the individual or entity from which the land/building(s) is/are being purchased. If multiple owners, please provide this information for each.

11. Local Opposition

- a) Do you anticipate any opposition to this project? ☐ Yes ☒ No

If *yes*, please describe:

12. Other Funding Sources (*In addition to these Grant Funds*) This section must match the Additional Funding sections in the Budget template (Excel file), the Uniform Application, and must align with the Overall Project Working Cost Estimate.

- a) Are other funds necessary to complete the **overall project** (of which this grant is just one component)? ☐ Yes ☒ No

If yes, please indicate the source, status and amount of those funds below in c) Sources of Funding. **This information MUST correlate with your answers to question 1 on page 1.**

- b) Sources of Funding *(Do NOT include the specific Grant funds which this application is for when calculating additional funding.) This must include any other State Grant funding that is for the same project, including any past, present, or anticipated Grant funds.*

FUNDING SOURCES	Approved/Secured	Pending	Not Yet Applied For	If Funds Not Yet Approved/ Secured, Provide Estimated Date.	Overall Project – see page 1 of project narrative, question 1.
Federal Funds (list)					
	☐	☐	☐		\$
	☐	☐	☐		\$
	☐	☐	☐		\$
Other State Funds (list funds from any state source /program)					
	☐	☐	☐		\$
	☐	☐	☐		\$
	☐	☐	☐		\$
Other Funds (list your organization's funds, bank and other loans, fundraising, donations, etc.)					
General Fund	☐	☐	☐		\$
	☐	☐	☐		\$
	☐	☐	☐		\$
TOTALS					\$

13. Description of Tasks (Please itemize major steps required for project completion as they relate to how these specific Grant funds will be utilized.)

BRIEF TASK DESCRIPTION	ESTIMATED COMPLETION DATE (MM/DD/YYYY)
Task 1. Establish a schedule for regular coordination meetings between Police Social Services and Health and Human Services.	6/30/2025
Task 2. Build a secure database with information and notes that is able to be shared between approved social services staff.	6/30/2025
Task 3. Ensure that service recipients who receive resources from one department are connected with the other departments for additional services if needed.	6/30/2025
Task 4. Establish long term metrics for determines success regarding individuals who seek services.	3/31/2025
Task 5.	

BRIEF TASK DESCRIPTION	ESTIMATED COMPLETION DATE (MM/DD/YYYY)
Task 6.	
Task 7.	
Task 8.	

SECTION 2: PROJECTED EMPLOYMENT IMPACT (FTE VALUE TABLE) — SEE INSTRUCTIONS SECTION 2

		Created Positions in FTE Categories				Retained Positions in FTE Categories			
		Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
		Permanent Full Time	Permanent Part Time	Temporary Full Time	Temporary Part Time	Permanent Full Time	Permanent Part Time	Temporary Full Time	Temporary Part Time
Row 1 (To be completed by applicant)	# of positions in each FTE category (A - H)					3			
Row 2	Auto calculation of FTE subtotals	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00
Row 3	Auto Calculation:	Created FTEs:				0.00			
Row 4	Auto Calculation:	Retained FTEs:				3.00			
Row 5	Auto Calculation:	Permanent Full Time Jobs Created:				0.00			
Row 6	Auto Calculation:	Permanent Full Time Jobs Retained:				3.00			
Row 7 (cell to be completed by applicant)	Other anticipated employment impacts of DCEO grant:					NOTE: The numbers in this table should not include workers directly related to or performing the construction of your project.			

SECTION 3: PROGRAMMATIC RISK ASSESSMENT QUESTIONS

➤ Financial Stability

- How significant are these specific Grant funds in relation to your organization's overall budget?
During the budgeting process, our organization anticipated that the grants supporting the police social services team would continue to do so during the 2024 budget. However, the federal grants were not renewed, and these positions required funding from the Village's general fund.
- Is the entirety of funding necessary to complete this overall project diversified across multiple sources including your entity's own funds, fundraising, endowments, etc., or is this grant funding the only source of funds for the project?
The project will be supported by the Village's funds in addition to the grant funding. The Village is anticipating covering several months of both the Social Services Coordinator and the Police Crisis Counselor from the general fund during the duration of the grant period.

➤ Ability to effectively implement requirements

- History of Performance
 - Has your organization successfully performed the same or substantially the same type of grant activities in the last 3 years, or is this the first time performing such activities?

Yes, the Village has performed all services listed under previous grants or funded by the Village general fund for at least three years

b) Key Staff

- Does your organization's key existing staff have experience with the same or substantially the same type of activities as those to be covered by this grant? If so, how many years of that experience do they have?

Police Crisis Counselor Jeanette Alkins has more than 3 years experience performing crisis counselling services.

Police Social Services Advocate Sara Jayes has more than 10 years experience performing social services advocacy for police departments.

Social Services Coordinator Darren Brown has more than 10 years experience performing government social service coordination.

c) Capacity

- If this grant is for a programmatic (non-capital) purpose, is adequate staffing planned to allow these specific grant activities to be completed?
Yes
- If this grant is for a programmatic (non-capital) purpose, will the grant funds be less than 25% of your organization's budget?
Yes
- If this grant is for a programmatic (non-capital) purpose, will the grant activities require scaling up (50% of staffing) or is a major (50% or more) part of your organization's overall budget?
No
- If this grant is for a programmatic (non-capital) purpose, does your organization have to scale up significantly (more than 100% increase in staffing/resources) in order to perform the grant activities to be completed?
No
- If this grant is for a programmatic (non-capital) purpose, does your organization have the ability to track personnel time applied to the grant activities to be completed?
Yes

➤ **External Partnerships**

- a) If this grant is for a programmatic (non-capital) purpose, how dependent is your organization on external partners (through contracts, procurements, or subgranting) to meet program goals and performance for the activities to be covered by this grant?
This program will be completely internal to our organization.
- b) If the answer to that question was 'Yes', does your organization have experience working with the external partner(s)?
N/A
- c) If this grant is for a programmatic (non-capital) purpose, does your organization acknowledge that it is responsible for the performance of any sub-recipient(s) or other external partner(s) and must ensure adequate monitoring accordingly?
N/A

➤ **Reporting**

- a) Reporting History

- Has your organization submitted financial and programmatic reporting in a timely manner and as required, for prior grant awards it has received (always, sometimes, or never)?

** If this would be your organization's first grant award this question would not be applicable (N/A)*

Always

b) Reporting Capacity

- Has someone been designated to oversee performance reporting for the activities which are intended or coverage via this grant? Is there segregation of duties to ensure accurate and validated reporting?

The police department has a management analyst whose responsibilities include grant management and reporting. This position does not perform the activities listed in the grant.

- Are staff who will be preparing the reports familiar with program/project requirements, deliverables, and outcomes for the activities to be covered by this grant?

Yes

- Are there mechanisms in place to ensure data accuracy and integrity for reporting related to the activities to be covered by this grant?

The Social Services Team keeps detailed case notes and provides updates about services utilized by the individuals they serve. This will be used to inform our metrics. One of the goals of this grant is to record the information in a secure database for easier sharing for authorized users and reporting purposes.

SECTION 4: ADDITIONAL INFORMATION

A. PROJECT START DATE

1. Has work on this project started? X Yes ____ No
2. If work on the project has started, is that work being paid for via the use of these specific Grant funds? (This would include the first date that any Design and Engineering work on this project started if being paid for via the use of these specific Grant funds.)
X Yes ____ No
3. If work on this project has started, what was the first date work began? (This would include the first date that any Design and Engineering work on this project started if being paid for via the use of these specific Grant funds.) Month 07 Date 01 Year 2024
4. If work for this project has not yet started, do you have an anticipated date that work on the project will begin? Month ____ Date ____ Year ____
5. If work on the project has not yet started, and you do NOT have an anticipated start date, will you be waiting to begin work until after the Grant Agreement is fully executed?
____ Yes ____ No
6. Has this project been completed? ____ Yes X No Start Date 07/01/2024 Completion Date 06/30/2025

B. REIMBURSEMENT PROCESS

The Department must establish whether an advance payment (also known as a Working Capital Advance) is needed.

Your Grant will be administered on a reimbursement basis unless your entity feels there is a need for an advance payment. If such an advance payment is required, we must receive a stipulation to that effect – on entity letterhead for our files – explaining why the project requires upfront funding (i.e., why the project can't be started without upfront Working Capital). If you request a Working Capital Advance, your Grant Manager will email you the Estimated Expenditure Schedule (EES) template in Excel format, to be filled out by your entity. You must submit the completed EES along with a letter requesting the Working Capital Advance. A Working Capital Advance will be based on the first 2 (two) consecutive months of estimated expenses reflected on the EES. After that advance, the balance of the grant funds would be via reimbursement, based on review & approval of submitted financial reports reflecting expenditures charged to the approved Grant Budget. ** Please note that Section 4.7 of the DCEO Grant Agreement template would state that advanced Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8). Section 26.1 of the DCEO Grant Agreement template would state that such Interest must be accounted for, therefore you may find it beneficial to open a separate account specifically for the Grant funds .rather than co-mingling with other funds. The interest earned must be listed on each of the subsequent reports to be submitted. Any and all interest may need to eventually be returned to the Department at the time of Final Report submission.*

If there is no need for such an advance, please check reimbursement below.

Your entity will be requesting: X Reimbursement _____ Working Capital Advance

C. AUTHORIZED DESIGNEES (SIGNATORIES)

If you would like someone other than the Authorized Official to sign documents on your behalf, please list them here:

Name _____
Title _____
Phone _____
Email _____

Name _____
Title _____
Phone _____
Email _____

SECTION 5: APPLICANT CERTIFICATION

Under penalty of perjury, I certify that I have examined this application and the document(s), schedule(s), and statement(s) submitted in conjunction herewith, and that, to the best of my knowledge and belief, the information submitted herewith is true, correct, and complete. I represent that I am the person authorized to submit this application on behalf of the applicant and that I am authorized to execute a legally binding grant agreement on behalf of the applicant if this application is approved for funding.

I hereby release to DCEO the rights to and use of photographs and/or any written statements or information, regardless of format (whether they are direct quotes or paraphrased by DCEO), contained in or provided after the grant application for the purpose of publication on DCEO's website. I hereby also release any and all claims against DCEO, its officers, agents, employees and/or affiliates arising out of, or in connection with, the usage of photographs and/or written statements or information, regardless of format (whether they are direct quotes or paraphrased by DCEO), for the purpose of publication on DCEO's website.

_____ Signature	_____ Printed Name & Title	_____ Date
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The applicant should read and understand the certification statement provided in this section:

The individual who signs this section should be the individual that is authorized to sign the Grant Agreement if Grant funds are awarded. The authorized individual should sign their name, print their name and title and date of certification.

Please note the certification authorizes DCEO to publish a copy of the completed application on DCEO's website, as specified above.

NOTICE OF GRANT REQUIREMENTS

Prevailing Wage Act (820 ILCS 130/0.01 et seq.): “All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.” The Department and the Illinois Department of Labor will work with the grantee to ensure compliance prior to the establishment of the grant agreement as well as through the life of the grant. The Act may be found in its entirety at <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-act.html>.

The Comptroller’s Office requirement derives from Attorney General Opinion No. 00-018 that states, where a non-governmental entity receives a grant of public funds for the construction of a fixed work, the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) (56 Ill Admin Code 270) apply to the project. NOTE: Public bodies continue to be subject to Prevailing Wage requirements.

Please be advised that DCEO will not render a legal opinion as to applicability of the Prevailing Wage Act to any project. You should consult your own legal counsel for such an opinion. Questions regarding the applicability of Prevailing Wage requirements may also be referred to the Illinois Department of Labor at 312/793-1585 or 217/782-1710. Attorney General Opinion No. 00-018 may be accessed on the Attorney General’s web site at <https://illinoisattorneygeneral.gov/opinions/opinions-archive>.

Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.): If an entity receives state funds for construction related activities, the entity must employ at least 90% Illinois laborers on such projects during periods of excessive unemployment in Illinois. The Act may be found in its entirety at <https://labor.illinois.gov/laws-rules/conmed/illinois-preference-act.html>. Any questions regarding the Act should be directed to the Illinois Department of Labor’s Conciliation and Mediation Division at (217) 782-1710. For further information, please visit the IDOL website at: <https://labor.illinois.gov>.

Public Act 96-1064 - Business Enterprise Program: Public Act 96-1064 mandates that each award by grant or loan of State funds of \$250,000 or more for capital construction costs or professional services is conditioned upon the recipient's written certification that the recipient shall comply with the business enterprise program practices for minority-owned businesses, female-owned business, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105).

Illinois Works Jobs Program Act (30 ILCS 559/Art. 20): For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the DCEO website) to the Grantor within ninety (90) days of the execution of a Grant Award (Agreement).

The goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Preapprenticeship Program, The Illinois Climate Works Preapprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

More on the Act may be found at: [Illinois Works Jobs Program Act - Illinois Works](#)

NOTICE OF GRANT REQUIREMENTS (cont.)

§ 200.326 Bonding requirements:

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Environmental Review Requirements: Capital grants will be reviewed to determine environmental review requirements. Based on the scope of the project, the grantee may be required to complete additional environmental approvals before disbursement of grant funds can be initiated.

- In addition to the above, any contractual agreement between the Grantee and another party (being paid with grant funds) must include special language to allow DCEO access to the other party's records, relative to the grant. This includes construction subcontractors, consultants who provide services, and any other entity with which the grantee has a legal agreement to expend grant funds. Please see the separately attached pdf document entitled “Third Party Contractual Requirements” for this language (to incorporate into your legal subcontracts).

Purchases of real property (land and/or buildings) will require submission of at least one appraisal conducted by a neutral third-party prior to closing – and as close to the closing date as possible – as an estimate of the property's fair market value. The appraisal documentation must be submitted to the Department as soon as available, and preferably prior the actual closing date.

IMPORTANT GRANT INFORMATION

- The grant award may not be finalized, and grant funds may not be disbursed, until all necessary approvals have been obtained and a Grant Agreement has been executed between DCEO and the Grantee. The time required to finalize this process depends largely upon the completeness and accuracy of the information submitted.
- The grant term should begin no earlier than July 1, 2024. The initial grant term cannot exceed two years. All project activities must be completed within this time.
- All project activities and all expenditures of grant funds must be consistent with the Scope of Work and Budget included in the Grant Agreement. The Scope of Work and the Budget will be developed based upon the information provided in the Grantee's completed application.
- All environmental approvals must be submitted and cleared by the appropriate state agency prior to payment of costs related to renovation of a building/structure or "dirt-moving" costs.
- Payment provisions will be specified in the Grant Agreement. Payment for bond fund projects will be disbursed on a reimbursement basis, unless otherwise approved by DCEO.
- Any contractual agreement between the Grantee and another party (being paid with grant funds) must include special language to allow DCEO access to the other party's records, relative to the grant. This includes construction subcontractors, consultants who provide services, and any other entity with which the grantee has a legal agreement to expend grant funds. Please contact your grant manager if you need a copy of this language (to incorporate into your legal subcontracts) prior to receiving your grant agreement.
- Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.
- The Grantee shall ensure that grant funds are expended in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations. Grant expenditures should conform to the terms and conditions of the grant agreement and should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs. Grant accounting should be consistent with generally accepted accounting principles.
- **NOTE:** Please be aware that until a Grant Agreement has been executed by the Grantee and DCEO, the Grantee is at risk for any costs incurred that it intends to be paid for from grant funds. Thus, recipients of grant appropriations are advised not to begin project activities and not to incur costs until they have received a fully executed Grant Agreement reflecting the agreed upon Scope of Work and Budget.

SUBMIT APPLICATION WITH THE FOLLOWING SUPPORTING DOCUMENTATION:

- ☐ List of Principal Individuals and Board Members – for *Non-governmental entities only*. This list must include each individual's name, home address, home phone number and daytime phone number.
- ☒ Job Descriptions of Staff Positions to be Funded by Grant Funds
- ☒ W-9 form (revised October 2018) – **REQUIRED FOR ALL GRANTEES**
- ☒ IRS Letter or Verification of Entity Name on File with the Internal Revenue Service – **REQUIRED**

INSTRUCTIONS

All questions in the following sections must be completed by the applicant. Additional documentation should be attached as necessary to adequately respond to the question or to provide the detail requested.

SECTION 1: SCOPE OF WORK - INSTRUCTIONS

Provide the Project Title, it needs to be the same as or consistent with the title provided in the Proposal Information above.

Provide a detailed description of the proposed project and the intended use of grant funds. The information provided in this description will assist DCEO in developing the Scope of Work for the grant agreement if the grant is awarded. It will also facilitate the periodic reporting that will be required to update DCEO on the status of the project's major milestones if the grant is awarded.

Briefly describe each task in the Description of Tasks column. These tasks will be used to develop the grant agreement. The applicant should assign an estimated completion date for each task. If a grant is awarded, the applicant will have the opportunity to modify these dates prior to the execution of the grant.

SECTION 2: PROJECTED EMPLOYMENT IMPACT – INSTRUCTIONS - FTE Value Table

DCEO uses Section 2. Projected Employment Impact of the standard grant application form to document the estimated economic benefits of a proposed grant project based on the projected employment impact. The FTE (Full Time Equivalent) Value Table in Section 2 standardizes the DCEO process for collecting and reporting job count data for projected (estimated) jobs at the grant level.

For DCEO purposes, an FTE is a measurement unit for assigning a numerical value to an individual employment position (both projected and/or certified jobs; both created and/or retained jobs). For example, while DCEO assigns an FTE value of 1.0 to a permanent full time position, other categories of positions that are estimated to involve a fewer number of hours to be worked over the course of a year will be assigned a lower FTE value of either .5 or .25. DCEO uses this approach so that a job count that includes various categories of jobs is more accurate and is not inflated or overstated. Applicants should be realistic when estimating the number of projected FTEs that may result directly from a grant. For example, when projecting FTEs, the applicant must consider that if approved for funding the grantee will be required at a later date to certify FTE data for all created and retained positions, using the DCEO Job Count FTE Certification Form. Please remember that the FTE count includes only positions that are a direct result of a DCEO grant, meaning the positions would not be created or retained **but for** the DCEO grant provided.

Key Definitions

Created Job: A new position, not in existence prior to the DCEO grant, to be developed and filled, or an existing unfilled position to be filled; the position could not be filled **but for** the DCEO grant provided.

Retained job: An existing position projected to be maintained that otherwise would be eliminated by the grantee **but for** the DCEO grant provided. **Note:** *a job previously reported as retained during the course of a previous DCEO grant cannot be projected again as retained in the current DCEO grant application if the end date of the previous DCEO grant is less than 24 months prior to the current application date. However, a job reported as retained during the course of a previous DCEO grant can be reported as retained in the current DCEO grant application, if the end date of the previous DCEO grant occurred more than 24 months prior to the date of the current DCEO application.*

Other Employment Impacts: This is an optional text field where you can identify other significant employment impacts that are not reported as an FTE value. These impacts may include a positive impact on non-certified jobs, or other positive economic impacts with the applicant organization or elsewhere in the Illinois economy. This area can also be used to identify the number of Temporary Part time Positions that do not meet the minimum requirement of 200 hours of work per position.

SECTION 5: APPLICANT CERTIFICATION - INSTRUCTIONS

The applicant should read and understand the certification statement provided in this section.

The individual that signs this document should be the individual that is authorized to sign the grant agreement if grant funds are awarded. The authorized individual should sign their name, print their name and title and date of certification. **Digital signatures are not accepted.*

Please note the certification authorizes DCEO to publish a copy of the completed application on DCEO's website.

State of Illinois -- Uniform Budget Template -- General Instructions

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary

STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant’s Business Office)*. If the applicant is requesting reimbursement for indirect costs on line 17, the applicant’s Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois’ Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)**

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)). **Note:** *The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs. Note the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program .*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs*

Section B - Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1-17 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE		Commerce & Economic Opportunity	
Organization Name:		DUNS # and UEI #		NOFO #	
CSFA Number:		CSFA Description:		Fiscal Year:	
SECTION A -- STATE OF ILLINOIS FUNDS				Grant #	
Revenues				TOTAL REVENUE	
(a). State of Illinois Grant Amount Requested				\$ 249,980.84	
BUDGET SUMMARY STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200		TOTAL EXPENDITURES	
1. Personnel (Salaries & Wages)		200.430		\$ 180,129.34	
2. Fringe Benefits		200.431		\$ 69,586.50	
3. Travel		200.474		\$ -	
4. Equipment		200.439		\$ 120.00	
5. Supplies		200.1		\$ 145.00	
6. Contractual Services & Subawards		200.318 & 200.1		\$ -	
7. Consultant (Professional Services)		200.459		\$ -	
8. Occupancy (Rent & Utilities)		200.465		\$ -	
9. Telecommunications		200.471		\$ -	
10. Training & Education		200.473		\$ -	
11. Direct Administrative costs		200.413 (c)		\$ -	
12. Miscellaneous Costs				\$ -	
13. A. <u>Grant Exclusive Line Item(s)</u>				\$ -	
14. Total Direct Costs (lines 1-15)		200.413		\$ 249,980.84	
15. Indirect Costs* (see below)		200.414		\$ -	
Rate: _____					
Base: _____					
18. Total Costs State Grant Funds (14 & 15)				\$ 249,980.84	

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

- 2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

- 4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
- _____ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
- _____ Complies with other statutory policies (please specify):
- The Restricted Indirect Cost Rate is _____%

- 5) ☐ No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

**Basic Negotiated Indirect Cost Rate Agreement information
if Option (1) or (2a) is selected**

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
Approving Federal/State agency (please specify): _____
The Indirect Cost Rate is: _____ % The Distribution Base is: _____

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name:	CSFA Description:	NOFO #
CSFA #:	DUNS # and UEI #	Fiscal Year(s):

(2 CFR 200.415)

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

Institution/Organization

Institution/Organization

Signature

Signature

Name of Official

Name of Official

Title
Chief Financial Officer (or equivalent)

Title
Executive Director (or equivalent)

Date of Execution

Date of Execution

Note: The State awarding agency may change required signers based on the grantee’s organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

Section C - Budget Worksheet & Narrative

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1). Personnel (Salaries & Wages) (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project . Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position(s)	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of time	Personnel Cost
Sara Jayes	Police Social Services Advocate	\$ 7,872.50	Month	100%	6	\$ 47,235.00
Sara Jayes	Police Social Services Advocate	\$ 8,348.08	Month	100%	6	\$ 50,088.50
Jeanette Alksnis	Police Crisis Counselor	\$ 6,934.42	Month	100%	6	\$ 41,606.52
Darren Brown	Social Services Coordinator	\$ 10,299.83	Month	100%	4	\$ 41,199.32
State Total						\$ 180,129.34

Total Personnel \$ 180,129.34

Personnel Narrative (State):

Police Social Services Advocate: 6 months of salary for 2024 and 6 months of salary for 2025. The Advocate ensures that individuals are kept up to date with legal proceedings and assists in specific legal processes, such as orders of protection.

Police Crisis Counselor: 6 months of salary for 2025 The Crisis Counselor responds to on scene mental health incidents and follow up for individuals to provide additional

2). **Fringe Benefits** (2 CFR 200.431)--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate	Fringe Benefit Cost
	Police Social Services			
Sara Jayes	Advocate	\$ 53,279.00	50.00%	\$ 26,639.50
	Police Social Services			
Sara Jayes	Advocate	\$ 55,788.00	50.00%	\$ 27,894.00
	Police Crisis			
Jeanette Alksnis	Counselor	\$ 30,106.00	50.00%	\$ 15,053.00
			State Total	\$ 69,586.50
			Total Fringe Benefits	\$ 69,586.50

Fringe Benefits Narrative (State):

Police Social Services Advocate: 6 months of fringe benefits for 2024 and 6 months of fringe benefits for 2025. The Advocate ensures that individuals are kept up to date with legal proceedings and assists in specific legal processes, such as orders of protection.

C

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	# of Trips	Travel Cost
						\$ -
						\$ -
						\$ -
						\$ -
					State Total	\$ -
					Total Travel	\$ -

Travel Narrative (State):

Section C - Budget Worksheet & Narrative

4). **Equipment** (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost	Equipment Cost
Table Cloth	1	\$120	\$ 120.00
			\$ -
		State Total	\$ 120.00
		Total Equipment	\$ 120.00

Equipment Narrative (State):
Table Cloth: Used for public events to identify the social services team. Village events have the social services teams in attendance to meet and speak with the public. This would allow them to be readily identified during these events.

Section C - Budget Worksheet & Narrative

5). **Supplies** (2 CFR 200.94) --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/ Duration	Cost	Supplies Cost
Penicls	500	\$ 0.29	\$ 145.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		State Total	\$ 145.00
		Total Supplies	\$ 145.00

Supplies Narrative (State):
Pencils: Pencils with the names and numbers of the social services departments for both the Police Social Service team and the Health and Human Services Social Services team.

Section C - Budget Worksheet & Narrative

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6). Contractual Services (2 CFR 200.318) & **Subawards** (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88).
NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost
	\$ -
	\$ -
	\$ -
	\$ -
State Total	\$ -
Total Contractual Services	\$ -

Contractual Services Narrative (State):

Section C - Budget Worksheet & Narrative

0

7). **Consultant Services and Expenses** (2 CFR 200.459) -- **Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost
					\$ -
					\$ -
State Total					\$ -

Total Consultant Services (Fees) \$ -

Consultant Services Narrative (State):

Consultant Expenses - Item	Location	Cost Rate	Basis	Quantity	# of Trips	
						\$ -
						\$ -
State Total						\$ -

Total Consultant Expenses \$ -

Consultant Expenses Narrative (State):

Section C - Budget Worksheet & Narrative

0

9). Occupancy -Rent and Utilities (2 CFR 200.465) -- List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of time	Occupancy Cost
					\$ -
					\$ -
					\$ -
				State Total	\$ -
				Total Occupancy	\$ -

Occupancy Narrative (State):

Section C - Budget Worksheet & Narrative

11). **Telecommunications** -- List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of time	Telecommunications Cost
					\$ -
					\$ -
					\$ -
				State Total	\$ -
				Total Telecommunications	\$ -

Telecommunications Narrative (State):

0

Description	Quantity	Basis	Cost	Length of time	Training & Education Cost
					\$ -
					\$ -
					\$ -
				State Total	<u>\$ -</u>

Training & Education Narrative (State):
--

Section C - Budget Worksheet & Narrative

13). **Direct Administrative Costs** - (2 CFR 200.413 (c) The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of time	Direct Administrative Cost
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\$ -

\$ -

State Total \$ -

Total Direct Administrative Costs \$ -

Direct Administrative Narrative (State):

Section C - Budget Worksheet & Narrative

14). **Other or Miscellaneous Costs** --This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.) and exclude unallowable costs

Description	Quantity	Basis	Cost	Length of time	Other or Miscellaneous Cost
					\$ -
					\$ -
					\$ -
					\$ -
				<i>State Total</i>	<i>\$ -</i>
				<i>Total Other Costs</i>	<i>\$ -</i>

Other Costs Narrative (State):

Section C - Budget Worksheet & Narrative

15). **GRANT EXCLUSIVE LINE ITEM**: Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program).

Description	Quantity	Basis	Cost	Length of time	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
				<i>State Total</i>	\$ -
<i>Total <u>GRANT EXCLUSIVE LINE ITEM</u></i>					\$ -

GRANT EXCLUSIVE LINE ITEM Narrative (State):

17). **Indirect Cost** (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost
			\$ -
			\$ -
		State Total	\$ -
		Total Indirect Costs	\$ -

Indirect Cost Narrative (State):

Section C - Budget Worksheet & Narrative

0

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>State</i>		<i>Total</i>
<i>1. Personnel</i>	\$	<i>180,129.34</i>	\$ <i>180,129.34</i>
<i>2. Fringe Benefits</i>	\$	<i>69,586.50</i>	\$ <i>69,586.50</i>
<i>3. Travel</i>	\$	<i>-</i>	\$ <i>-</i>
<i>4. Equipment</i>	\$	<i>120.00</i>	\$ <i>120.00</i>
<i>5. Supplies</i>	\$	<i>145.00</i>	\$ <i>145.00</i>
<i>6. Contractual Services</i>	\$	<i>-</i>	\$ <i>-</i>
<i>7. Consultant (Professional Services)</i>	\$	<i>-</i>	\$ <i>-</i>
<i>8. Occupancy (Rent & Utilities)</i>	\$	<i>-</i>	\$ <i>-</i>
<i>9. Telecommunications</i>	\$	<i>-</i>	\$ <i>-</i>
<i>10. Training & Education</i>	\$	<i>-</i>	\$ <i>-</i>
<i>11. Direct Administrative Costs</i>	\$	<i>-</i>	\$ <i>-</i>
<i>12. Other or Misc. Costs</i>	\$	<i>-</i>	\$ <i>-</i>
<i>13. GRANT EXCLUSIVE LINE ITEM</i>	\$	<i>-</i>	\$ <i>-</i>
<i>14. Indirect Costs</i>	\$	<i>-</i>	\$ <i>-</i>

State Request \$ ***249,980.84***

<i>TOTAL PROJECT COSTS</i>	\$	<i>249,980.84</i>
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Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name:	CSFA Description:	NOFO #
CSFA #	DUNS # and UEI #	Fiscal Year:
Grant Number 0		

<u>Final Budget Amount Approved</u>	<u>Program Approval Signature</u>	<u>Date</u>	<u>Fiscal & Administrative Approval Signature</u>	<u>Date</u>
\$ 249,980.84				

<u>Budget Revision Approved</u>	<u>Program Approval Signature</u>	<u>Date</u>	<u>Fiscal & Administrative Approval Signature</u>	<u>Date</u>

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: Ordinance Approving Chapter 28 Text Amendments

Department: Planning & Community Development

Item Description:

At the December 2, 2024 Village Board meeting, a request for Chapter 28 Text Amendments was discussed and approved. The Ordinance setting forth the provisions and conditions of approval is attached.

Recommendation

Adoption of an Ordinance granting a request for Chapter 28 text amendments.

ATTACHMENTS:

1. AH Ordinance Amending Zoning Code re Parking and Permitted Uses

AN ORDINANCE AMENDING “THE 2002 COMPREHENSIVE AMENDMENT OF THE ZONING ORDINANCE OF THE VILLAGE OF ARLINGTON HEIGHTS,” AS AMENDED, REGARDING DEFINITIONS, PERMITTED USES AND PARKING REQUIREMENTS

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

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

WHEREAS, pursuant to “The 2002 Comprehensive Amendment of the Zoning Ordinance of the Village Arlington Heights,” as amended (“*Zoning Code*”), the Village sets forth rules and regulations relating to permitted uses and parking requirements within each zoning district (“*Proposed Amendments*”); and

WHEREAS, on October 16, 2024, the Village Ordinance Review Committee met to consider the Proposed Amendments, and reached consensus to direct the Village Plan Commission to conduct a public hearing to consider the Proposed Amendments; and

WHEREAS, a public hearing by the Plan Commission to consider the Proposed Amendments to the Zoning Code was duly advertised in the *Daily Herald* on October 8, 2024, and held on October 23, 2024, and findings of fact in support of the Proposed Amendments were approved by the Plan Commission on October 23, 2024, in accordance with and pursuant to Section 28-14 of the Zoning Code; and

WHEREAS, the Village President and Board of Trustees have considered the Proposed Amendments and the recommendation of the Plan Commission, and have determined that adoption of the Proposed Amendments, as set forth in this Ordinance, will serve and be in the best interest of the Village and its residents;

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

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

SECTION 2. DEFINITIONS. Section 28-3, titled “Definitions,” of Chapter 28, titled “Zoning Regulations,” of the Zoning Code is hereby amended to read as follows:

“Section 28-3 Definitions.

For the purposes of this Chapter, the following words shall have the meanings set forth in this Section:

1. Accessory Structure. An accessory structure is one which meets all of the following criteria:
 - a. Is subordinate to and serves a principal building;
 - b. Is subordinate in area, extent, or purpose to the principal building served;
 - c. Contributes to the comfort, convenience or necessity of occupants of the principal building; and
 - d. Is located in the rear yard and on the same zoning lot as the principal building served, except as otherwise indicated in this Code.

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

2. Acupuncture. A medical practice or procedure that treats illness or provides local anesthesia by the insertion of needles at specified sites on the body.
3. Adult Business. Any or all of the following businesses:
 1. Adult Bookstore—A business establishment having a substantial or significant portion of its stock in trade, books, magazines, films for sale, rent or other distribution, and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "Specified Sexual Activities" or "Specified Anatomical Areas."
 2. Adult Live Entertainment Establishment—A nightclub, theater, or other business establishment, which permits live performances by topless and/or bottomless dancers, gogo dancers, strippers or similar entertainers, where such performances are distinguished or characterized by an emphasis on "Specified Sexual Activities" or "Specified Anatomical Areas."
 3. Adult Theater—A business establishment in an enclosed building that as a substantial or significant portion of its business regularly features for presentation films, motion pictures, video or audio cassettes, slides, or other visual representation or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction or description of "Specified Anatomical Areas" or the conduct or simulation of "Specified Sexual Activities."
4. Adult Use Cannabis Business Establishments. Adult use cannabis businesses, including, but not limited to: Adult use cannabis cultivation centers, adult use cannabis dispensaries, cannabis craft growers, cannabis infusers, and cannabis processors.
5. Adult Use Cannabis Cultivation Centers. A facility operated by an organization or business that is licensed by the Department of Agriculture to cultivate, process, transport, and perform other necessary activities to provide cannabis and cannabis-infused products to adult use cannabis business establishments.
6. Adult Use Cannabis Dispensary. A facility operated by an organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire cannabis from a cannabis cultivation center, cannabis craft grower, cannabis processor, or another cannabis dispensary for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia, or related supplies for recreational, non-medicinal purposes to purchasers other than registered qualifying patients under the Illinois compassionate use of medical cannabis program act (410 ILCS 130/1 et seq.).
7. Alley. A public or private thoroughfare not more than 30 feet wide which affords only a secondary. of access to abutting property.
8. Amusement Facility. ~~A facility that provides indoor activities for kids or adults including video arcades, games or other recreational type amusements such as play equipment, trampolines, laser tag, etc. Large facilities are 5,000 square feet or larger; small facilities are less than 5,000 square feet.~~ **A commercial establishment providing indoor activities for kids or adults including video arcades, games or other recreational type amusements such as play equipment, trampolines, laser tag, etc. Large facilities are 5,000 square feet or larger; small facilities are less than 5,000 square feet.**

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

9. Animal Hospital. A place where animals are given medical or surgical treatment and the boarding of animals is limited to short term care incidental to the hospital use.
10. Antenna Structure. Any structure, mast, pole, tripod or tower utilized for the purpose of either transmission or reception purposes, or both:
- a. A commercial antenna is any antenna structure that is intended for transmitting or receiving television, radio or telephone communications, excluding those used exclusively for dispatch communication.
 - b. A non-commercial antenna is any antenna that is used for private radio and/or television reception, for licensed amateur operators, citizens band facilities, and governmental and non-profit organizations.
11. Apartment. A room or suite of rooms in a multiple-family structure, which is arranged, designed, used or intended to be used as a single housekeeping unit and which includes permanently installed complete kitchen and bathroom facilities in each apartment.
12. Automobile Repair.
- a. Major repair is work that is of a significant nature, such as engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; and overall painting of vehicles.
 - b. Minor repair is work that is not of a significant nature, including incidental repairs, replacement of parts, and motor service to motor vehicles, but not including any operation specified as major repair in paragraph a above.
13. Automobile Service Station. Any building or premises used for dispensing, sale or offering for sale at retail to the public, gasoline stored only in underground tanks, kerosene, lubricating oil or grease for the operation of automobiles and including the sale and installation of tires, batteries and other minor accessories and service for automobiles, but not including major automobile repairs; and including washing of automobiles where no production line methods are employed.
14. Awning. A roof like shelter extended over a doorway or window, which is supported entirely from the exterior wall of the building and provides protection from the weather.
15. Basement. A story having all or part of its height below grade.
- 16. Banquet Hall. A commercial establishment, including one which operates in a portion of a building, which is rented or contracted by individuals or groups to accommodate functions including, but not limited to, banquets, weddings, and other similar events, and that must include: 1) kitchen facilities or 2) the sale or consumption of alcoholic beverages for on-premises consumption during scheduled events.**
- ~~16.~~ **17.** Block. A tract of land bounded by streets or, in lieu of streets, by public parks, cemeteries, railroad rights-of-way, lines of waterways, or a corporate boundary line of the Village.
- ~~17.~~ **18.** Brewery. A place that manufactures beer and is licensed as such by the State of Illinois.

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- ~~18.~~ **19.** Brew pub. A restaurant that includes a brewery as an accessory use and is licensed as a brew pub by the State of Illinois.
- ~~19.~~ **20.** Buildable Area. The space remaining on a zoning lot after the minimum open space requirements of this Code have been complied with.
- ~~20.~~ **21.** Building. Any structure with substantial walls and roof securely affixed to the land and entirely separated on all sides from any other structure by space or by walls in which there are no communicating doors, windows or openings; and which is designed or intended for the shelter, enclosure or protection of persons, animals or chattels. Any structure with interior areas not normally accessible for human use, such as oil tanks, water tanks, and other similar structures, are not considered as buildings.
- ~~21.~~ **22.** Building Height. The vertical distance measured from the sidewalk level or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and ridge of a gable, hip or gambrel roof; provided that where buildings are set back from the street line, the height of a building may be measured from the average elevation of the finished lot grade at the front of the building.
- ~~22.~~ **23.** Building Line. The line nearest the front of and across a zoning lot, establishing the minimum open space to be provided between the front line of a building or structure and the street right-of-way line.
- ~~23.~~ **24.** Building Lot Coverage. The area of a zoning lot occupied by the principal building or buildings and accessory buildings.
- ~~24.~~ **25.** Bulk. The three-dimensional space within which a structure is permitted to be built on a lot and which is defined by maximum height regulations, yard setbacks, and sky exposure plane regulations.
- ~~25.~~ **26.** Business Establishment. A separate place of business having the following three characteristics:
- a. The ownership and management of all operations conducted within such establishment are separate and distinct from the ownership and management of operations conducted within other establishments on the same or adjacent zoning lots.
 - b. Direct public access to such "business establishment" is separate and distinct from direct access to any other "business establishment."
 - c. There is no direct public access from within such establishment to any other such establishment.
- Where adjacent places of business lack any one of the above-listed characteristics with respect to one another, they shall then be considered as a single business establishment for the purposes of this Chapter.
- ~~26.~~ **27.** Camper Trailer (Pop-up). A partially collapsible structure designed to provide temporary living quarters primarily for recreational use, constructed with integral wheels to make it mobile and/or towable by motor vehicle.
- ~~27.~~ **28.** "Cannabis" has the meaning set forth in the Illinois Cannabis Regulation and Tax Act.

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- ~~28.~~ **29.** Cannabis Craft Grower. A facility operated by an organization or business that is licensed by the Department of Agriculture to cultivate, dry, cure, and package small quantities of cannabis and perform other necessary activities to make small quantities of cannabis available for sale at an adult use or medicinal cannabis dispensary or use at a cannabis processor or infuser.
- ~~29.~~ **30.** Cannabis Infuser. A facility operated by an organization or business that is licensed by the Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product.
- ~~30.~~ **31.** Cannabis Processor. A facility operated by an organization or business that is licensed by the Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product.
- ~~31.~~ **32.** Cannabis Transporter. An organization or business that is licensed by the Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program.
- ~~32.~~ **33.** Canopy. A structure other than an awning with a frame, which is wholly or partially supported by columns, poles or braces extending from the ground.
- ~~33.~~ **34.** Care Facility. A facility providing care to individuals. There are three primary types of care facilities:
- a. Ambulatory—A facility which provides care to individuals without hospitalization or other institutionalization.
 - b. Extended Care or Skilled Nursing Home—A facility or part of a facility which is licensed or approved to provide health care under medical supervision for 24 or more consecutive hours to two or more patients.
 - c. Intermediate—A facility which provides, on a regular basis, health-related care and services to individuals who do not require the degree of care and treatment which a hospital or skilled nursing facility is designated to provide but who, because of their mental or physical condition, require care and services which can be made available to them only through institutional facilities such as these.
- ~~34.~~ **35.** Catering Establishments. A facility whose primary purpose is to provide food, generally in large quantities, for banquets or for special events which are held off the premises not including a carry-out restaurant or a sit-down restaurant.
- 36. Cemeteries / Mausoleums. Land or structures used for the burial of deceased persons.**
- ~~35. Commercial Recreation Facilities. Physical recreation establishments such as tennis or racquet clubs or gymnasiums or fitness facilities.~~
- ~~36. Commercial School. A school which principally offers, for profit, specific courses of instruction in business, trade, industry or other trained skills, but does not offer academic instruction equivalent to the standards prescribed by the School Code of Illinois.~~
- ~~37. Community Center. A building for recreational, educational, or entertainment purposes.~~

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38. ~~37.~~ Community Residence. A group home or specialized residential care home serving persons with disabilities which is licensed, certified, or accredited by appropriate local, state or national bodies. A community residence is deemed small when the number of unrelated disabled persons living in the residence is less than five and deemed large when the number of unrelated disabled persons living in the residence is between five and eight.

Community Residence does not include a residence which serves persons as an alternative to incarceration for a criminal offense, or persons whose primary reason is substance abuse.

39. ~~38.~~ Compassionate Use of Medical Cannabis Program Act. The Illinois Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1 et seq.

40. ~~39.~~ Conference Room/Meeting Hall. A facility with space available for lease by private parties primarily for meetings.

41. ~~40.~~ Construction Yard. An establishment with space used for bulk storage of landscape and building material, heavy construction equipment and machinery, and which may include the provision of services, the fabrication of building related products, the operating of machinery, and the construction yard's business office.

42. ~~41.~~ Contractor's Design Showroom. A room or group of rooms used for conducting administrative, clerical and general office affairs, which includes a design showroom but does not include on-site storage of contractor's vehicles, equipment and materials.

43. ~~42.~~ Contractor's Office. A room or group of rooms used for conducting administrative, clerical and general office affairs but not including design showrooms or any on-site storage of contractor's vehicles, equipment and materials.

44. ~~43.~~ Contractor's Shop. An establishment used for conducting administrative, clerical and general office (business) affairs, indoor repair, maintenance and/or storage of a contractor's vehicles, equipment and materials, and may include the contractor's business office and may include a design showroom.

45. ~~44.~~ Convenience Store. A small retail establishment solely for the purpose of selling food, tobacco, periodicals, beverages, and other household items, in limited size and produce choices with the intent of quick service. Reheating and/or selling of already prepared/prepackaged food for consumption off the premises does not make a convenience store a restaurant.

46. ~~45.~~ Court. An open area unobstructed from the ground to the sky. An inner court is bounded on more than three sides by the exterior walls of one or more buildings. An outer court is bounded on not more than three sides by the exterior walls of one or more buildings.

47. ~~46.~~ Cultivation Center. "Cultivation Center" has the meaning set forth in the Compassionate Use of Medical Cannabis Program Act.

48. ~~47.~~ Curb Level. The level of the established curb in front of the building measured at the center of such front. Where a building faces on more than one street, the "curb level" shall be the average of the levels of the curbs at the center of the front of each street. Where no curb elevation has been established, the mean level of the land immediately adjacent to the building shall be considered the "curb level."

49. ~~48.~~ Day Care Center. Any institution or place in which are received three or more children, apart from their parents or guardian, under the age of six years, for care

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during part or all of a day between 6:00 a.m. and 9:00 p.m. The term is further construed to include similar units operating under any other name whatsoever with or without stated educational purposes.

This definition does not include "Group Care Home," "Group Day Care Home," "Foster Family Home," "Centers for Mental Retarded," licensed by the State of Illinois, bona fide kindergartens or "Day Nursery Schools," established in connection with grade schools supervised or operated by a private or public Board of Education or approved by the State Department of Public Instruction.

50. ~~49.~~ Day Care Facility. Any facility operated for the purpose of providing care, protection and guidance to more than eight adults during only part of a 24-hour day. This term excludes public and private educational facilities or any facility offering care to individuals for a full 24-hour period.
51. ~~50.~~ Day Care Home. A day care home means a family home which receives more than three up to a maximum of 12 children for less than 24 hours per day. The number counted includes the family's natural or adopted children and all other persons under the age of 12. The term does not include facilities which receive only children from a single household.
52. ~~51.~~ Deck. A raised platform over 16" above grade directly attached to the principal building. The height of any deck shall not exceed the height of the first full story above grade.
53. ~~52.~~ Debilitating Medical Condition. "Debilitating Medical Condition" has the meaning set forth in the Compassionate Use of Medical Cannabis Program Act.
54. ~~53.~~ Dispensing Organization. "Dispensing Organization" has the meaning set forth in the Compassionate Use of Medical Cannabis Program Act.
55. ~~54.~~ Dispensing Organization Agent. "Dispensing Organization Agent" has the meaning set forth in the Compassionate Use of Medical Cannabis Program Act.
56. ~~55.~~ Dormitory. A building or portion thereof, which contains living quarters for students, staff or members of an accredited college, university, boarding school, theological school, hospital, religious order or comparable organization; provided that the building is owned and managed by the organization and contains common cooking and eating areas.
57. ~~56.~~ Drive-Through Facility. A facility, establishment, or portion thereof, such as a bank or restaurant, that is designed, intended or used for transacting business with customers who remain in their vehicles.
58. ~~57.~~ Driveway. A private motor vehicle access way between the roadway and a parking area within a lot. A Shared Driveway is a private roadway providing access from a street to two or more dwellings on the same lot.
59. ~~58.~~ Dwelling. A building or portion thereof, designed or used exclusively for residential occupancy, including one family dwelling units, two-family dwelling units, and multiple-family dwelling units, but not including hotels or motels. Kitchens and bathrooms must be permanently installed. An Attached Dwelling is one which is joined to another dwelling or dwellings at one or more sides by a party wall or walls and designed exclusively for the occupancy by one family. A detached dwelling is one which is entirely surrounded by open space on the same lot designed exclusively for occupancy by one family. There may be one family dwellings, two family dwellings or multiple-family dwellings. a multiple family dwelling consists of a building or portion thereof designed or altered for occupancy

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by three or more families living in individual apartments with separate kitchen and bath facilities for each apartment.

- ~~60.~~ 59. Dwelling Unit. One or more rooms in a dwelling designed for occupancy by one family for living purposes and having its own permanently installed cooking and sanitary facilities. An efficiency dwelling unit is one which consists of not more than one habitable room together with kitchen or kitchenette and sanitary facilities.
- ~~61.~~ 60. Earth Station. Any disc antenna with an essentially solid surface, whether flat, concave, or parabolic, which is designed for receiving television, radio, or data microwave signals from satellites. There are two kinds of earth stations:
- a. Commercial Earth Station is any earth station used in conjunction with communication facilities for use in commerce or industry.
 - b. Non-Commercial Earth Station is any earth station used for private radio and television reception only.
- ~~62.~~ 61. Floor Area (for determining off-street parking and loading requirements). The sum of the gross horizontal areas of the several floors of the building, or portion thereof, devoted to such use, measured from the exterior faces of the exterior walls or from the center line of walls separating two buildings.
- ~~63.~~ 62. Floor Area (for determining compliance with dwelling standards). The floor area shall be measured from the interior walls, excluding utility rooms, cellars, basements, open porches, breezeways, garages, and other spaces that are not used frequently or during extended periods of living, eating or sleeping purposes. Enclosed spaces intended for habitable rooms which are to be completed within a reasonable time may be considered in computing such floor area.
- ~~64.~~ 63. Floor Area Ratio (F.A.R.). The total floor area of the building or buildings on that zoning lot divided by the area of such zoning lot, or in the case of planned unit developments, by the net site area. F.A.R. is measured from the exterior faces of the exterior walls or from the centerline of walls separating buildings.

For determining floor area ratio, the floor area of a building is the sum of the gross horizontal areas of the several floors of the building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings.

The "Floor Area" of a building shall include basement floor area when more than one-half of the basement height is above the established curb level or above the finished lot grade level where curb level has not been established; that floor area of attached and/or detached garage in excess of 400 square feet for a single-family residential unit; elevator shafts and stairwells at each floor; floor space used for mechanical equipment, open or enclosed, located on the roof; penthouses; attic or volume space having headroom of seven feet or more; interior balconies and mezzanines; and enclosed porches, and floor area devoted to accessory uses. However, any space, except a single-family attached or detached garage, that is devoted to off-street parking or loading shall not be included in "Floor Area."

In determining the floor area ratio for lots having detached garages, 100 percent of the total floor area of the detached garage shall be excluded from the FAR calculation if there are no other garages on site, if the structure is architecturally compatible with the principal dwelling unit, and if 50 percent or more of the existing homes that both front on the same side of the street and are contained between two adjacent streets which intersect that street also have detached garages.

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65. ~~64.~~ Food Store. A place of business where food such as meats, dairy products, frozen foods, produce, and dry goods are sold for retail trade.
66. ~~65.~~ Foot Massage. A place of business which provides any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating the external soft parts of the foot, ankle and lower leg below the knee only, to be performed in an open space as opposed to individual rooms.
67. ~~66.~~ Frontage. All the property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street, or if the street is dead-ended, then all property abutting on one side between an intersecting street and the dead-end of the street.
- 67. Funeral Parlor. A commercial establishment at which preparations are made, and ceremonies are held, in connection with embalming, cremation, or burial of deceased persons.**
68. Garage. A building or structure or part thereof used or intended to be used for the parking and storage of vehicles.
69. Garage, Private Customer and Employee. A structure (above or below ground) which is accessory to a commercial, institutional or manufacturing establishment, building or use utilized for the parking and storage of vehicles operated by the customers, visitors, and employees of such building.
70. Garden Center. A place of business where plants, nursery products, fertilizers, potting soil, tools, and garden utensils are sold to the customer.
71. Gazebo or Pergola. An accessory building that is a detached, covered, freestanding, open air structure.
72. Geothermal Energy System. A renewable energy system using equipment that circulates relatively constant ground temperatures throughout buildings using an underground based piping system and a heat pump.
73. Grade. The degree of rise or descent of a sloping surface.
- a) For buildings having walls adjoining one street only, the elevation of the sidewalk at the center of the wall adjoining the street.
 - b) For buildings having walls adjoining more than one street, the average of the elevation of the sidewalk at the center of all walls adjoining street.
 - c) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.
- Any wall approximately parallel to and not more than five feet from a street line shall be considered as adjoining the street. Where no sidewalk exists, the grade shall be established by the Village Engineer.
74. Health Clubs. ~~A facility designed for the major purpose of physical fitness or weight reducing which includes, but is not limited to, such equipment as weight resistance machines, whirlpools, saunas, showers, and lockers. This shall not include municipal or privately owned recreation buildings.~~ **A commercial establishment designed for the purpose of physical sports and fitness, which includes, but is not limited to, equipment such as weight resistance machines, whirlpools, saunas, showers, and lockers. Health clubs may include large rooms equipped for physical exercise or sports clubs such as tennis or racquet**

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clubs. "Health Clubs" does not include government owned recreation facilities.

- 75. Home Occupation. A use of a dwelling unit carried on by members of the immediate family residing on the premises.
- 76. Hospital/Health Care Facility. An institution providing primary health services and medical or surgical care to persons, primarily as in-patients suffering from illness, disease, injury, and other physical or mental conditions and including as an integral part of the institution, related facilities such as laboratories, out-patient facilities or training facilities.
- 77. Hotel. A building primarily designed for transient occupancy containing lodging rooms or suites accessible from a common hall or entrance, providing living, sleeping and bathroom facilities. A central kitchen, meeting rooms, dining rooms and recreation rooms may also be provided.
- 78. Impervious Surface Coverage. Any hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to buildings, patios, paved parking and driveway areas, walkways, sidewalks and paved recreation areas (e.g. basketball court, tennis court, swimming pool).
- 79. Incidental Use. A use which is associated with and subordinate to the principal permitted use.
- 80. Institution, Residential. A housing facility owned, managed, supervised or controlled by an organization such as a place of worship, public school, hospital, intermediate care facility or municipal owned or operated building. Such housing facility shall be used for dwelling purposes only and be limited to members of, or persons under the supervision or control of the institutional organization such as, but not limited to, elderly, students, clergy, and disabled.
- 81. Kennel. Any lot or premises or portion thereof on which more than four dogs, cats, and other household domestic animals, over four months of age, are kept, or on which more than two such animals are boarded for compensation or kept for sale.

82. Library, Museum or Other Similar Building, Private. A commercial establishment used as a planetarium, library, or for exhibitions such as aquariums, arboretums, art, botanical gardens, historic sites, and exhibits.

- ~~82.~~ **83.** Lodging Room. A room rented in a facility having three or more rented rooms as sleeping and living quarters, but without cooking facilities and which may have individual bathrooms. In a suite of rooms without cooking facilities, each room which provides sleeping accommodations shall be counted as one "lodging room" for the purposes of this Code.

- ~~83.~~ **84.** Lot. A designated parcel, tract or area of land established by plat, subdivision or as otherwise permitted by law, to be used, developed or built upon as a unit. The following are the different types of lots:

- a. Corner Lot. A parcel of land situated at the intersection of two or more streets or adjoining a curved street at the end of a block.
- b. Reversed Corner Lot. A corner lot, the rear of which abuts upon the side of another lot.
- c. Double Frontage Lot. A lot having frontage on two non-intersecting streets.

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- d. Flag Lot. A substandard lot of record that does not have its full "frontage" abutting a street. The lot width shall be measured at the required setback line for the building.
 - e. Interior Lot. A lot other than a corner or reversed corner lot.
 - f. Substandard Lot of Record. Any lot lawfully existing at the time of adoption or amendment of this Zoning Code that is not in conformance with the dimensional and/or area provisions of this Zoning Code.
 - g. Through Lot. A lot having frontage on two parallel or approximately parallel streets but which is not a corner lot.
 - h. Zoning Lot. A tract of land which is designated or required as a tract to be used to attain compliance with the regulations of the zoning district in which it is located, or developed or built upon as a unit, under single ownership or control. A "zoning lot" may or may not coincide with a lot of record.
- ~~84.~~ **85.** Lot Area. The area bounded by the lot lines, the right-of-way line of any street adjoining the lot, and the centerline of the right-of-way of any private access road adjoining the lot. For the purpose of determining the lot area per dwelling unit, the total lot area shall be measured with the exclusion of land in the public or private streets right-of-way and land dedicated for park or school purposes.
- ~~85.~~ **86.** Lot Depth. The mean horizontal distance between the front and rear lot lines measured within the lot boundaries.
- ~~86.~~ **87.** Lot Frontage. The frontage of a lot shall be that boundary of a lot along a public street excluding lot access areas.
- ~~87.~~ **88.** Lot Width. The horizontal distance between the side lot lines measured at right angles to the lot depth at the established front building line.
- ~~88.~~ **89.** Manufacturing. The mechanical or chemical transformation of materials or substances into new products including the assembling of components, parts, the manufacturing of products and the blending of materials.
- ~~89.~~ **90.** Marquee or Canopy. A roof-like structure of a permanent nature that projects from the wall of a building and overhangs the public way.
- ~~90.~~ **91.** Massage/Accu-Pressure Establishment. A place of business which provides any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external soft parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance, with or without rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, or other similar preparations used in this practice, under such circumstance that it is reasonably expected that the person to whom treatment is provided, or some third party on such person's behalf, will pay money or give other consideration or any gratuity therefore.
- ~~91.~~ **92.** Medical or Dental Laboratory. A place of business devoted to the testing and analysis for the medical profession or to the preparation of dentures and similar items for dental preparation.
- ~~92.~~ **93.** Medical Cannabis Infused Product. "Medical Cannabis Infused Product" has the meaning set forth in the Compassionate Use of Medical Cannabis Program Act.

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- ~~93.~~ **94.** Microbrewery. A brewery that produces no more than 930,000 gallons of beer per year and which is licensed as a Class 1 brewer by the State of Illinois.
- ~~94.~~ **95.** Motel. A building or buildings designed for transient occupancy containing lodging rooms or suites accessible through a common hall or separate outside entrances, providing living, sleeping, and bathroom facilities. No room shall be equipped with kitchen facilities.
- ~~95.~~ **96.** Motor Home. A portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
- ~~96.~~ **97.** Nameplate. A sign indicating the name and/or address of a building, or the name of an occupant thereof and/or the practice of a permitted occupation therein.
- ~~97.~~ **98.** Non-Conforming Building. A building or structure, or portion thereof, lawfully existing at the time of the adoption of this Code, which was designed, erected or structurally altered for a use that does not conform to the use regulations of the district in which it is located.
- ~~98.~~ **99.** Non-Conforming Use. A use which lawfully occupied a building or land at the time of adoption of this Code but which no longer conforms with the use regulations or the district in which it is located.
- ~~99.~~ **100.** Nursing Home. An extended or intermediate care facility licensed or approved to provide fulltime convalescent or chronic care to individuals who by reason of advanced age, chronic illness or infirmity are unable to care for themselves.
- ~~100.~~ **101.** Off-Street Loading Space. An open, hard-surfaced area of land other than a street or a public way, the principal use of which is for the standing, loading and unloading of motor trucks, tractors and trailers to avoid undue interference with the public use of streets and alleys.
- ~~101.~~ **102.** Office, Medical or Dental. The office of a member of the medical or dental profession requiring licensing by the State and maintenance of professional standards applicable to the field for which services are provided on an out-patient basis.
- ~~102.~~ **103.** Office, Non-Medical and Non-Dental. A use or structure other than a medical use where business or professional activities are conducted and/or business or professional services are made available to the public, including, but not limited to, tax preparation, accounting, architecture, legal services, real estate and securities brokering, and professional consulting services. "Office" shall not include any use that is otherwise listed specifically in a zoning district as a permitted or special use.
- ~~103.~~ **104.** Overlay Zoning District. An overlay-zoning district is a mapped area with restrictions beyond those in the underlying zoning. An overlay district is used to achieve planning objectives, which may not be achieved through the underlying zoning. Where conflicts arise between the overlay district and the underlying zoning, the overlay district restrictions apply.
- ~~104.~~ **105.** Parcel Delivery and Pick-Up Service. An establishment where parcels, not exceeding 120 inches in length or girth and not exceeding 125 pounds, are being received for the shipment and delivery to other destinations or are available for pick-up after arriving from other locations.
- ~~105.~~ **106.** Parking Area. An open or covered, hard-surfaced area, other than street, alley or public right-of-way, used for the parking of vehicles.

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- a. A private parking area is for private vehicles only, of occupants of the building or buildings for which the parking area is developed and is accessory.
 - b. A public parking area is for the storage of vehicles of occupants of the building or buildings for which the parking area is developed and is accessory.
- ~~406.~~ **107.** Patio. A level landscaped and/or surfaced area.
- ~~407.~~ **108.** Pawn Shop/Cash Converter Facility. A building or use, the principal purpose of which is the lending of money on deposit or pledge of personal property, or dealing in the purchase of personal property on condition of selling the same back at a stipulated price.
- ~~408.~~ **109.** Personal Trainer. A physical fitness trainer who provides individual fitness counseling.
- ~~409.~~ **110.** Pervious Surface. A surface that presents an opportunity for precipitation to infiltrate into the ground.
- ~~410.~~ **111.** Pet Grooming Establishments. Any place or establishment, public or private, where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value and/or health and for which a fee is charged.
- ~~411.~~ **112.** Pet Shops and Supply Stores. A retail sales establishment primarily involved in the sale of domestic animals, such as dogs, cats fish, birds, reptiles, and related pet supplies, but excluding exotic animals and farm animals such as horses, goats, sheep and poultry.
- ~~412.~~ **113.** Physical Rehabilitation Center. A facility licensed by the State of Illinois providing treatment on an out-patient basis to remove or reduce the risk of injury, impairment, functional limitation or disability, including the promotion and maintenance of fitness, health and wellness through a rehabilitation plan of therapeutic intervention.
- ~~413.~~ **114.** Pickup Camper. A structure designed for recreational use, designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling.
- 115. Places of Worship. A building, together with its accessory buildings and uses, that is primarily used as a place where persons regularly assemble for religious worship. "Places of Worship" includes uses such as synagogues, churches, temples, mosques, and similar buildings. Buildings primarily used for residential purposes that have not undergone any interior or exterior structural modification to accommodate group assembly, and with no external evidence that advertises non-residential activities, and in which worship services and related activities occur, are not places of worship.**
- ~~414.~~ **116.** Playhouse. A freestanding structure, with a maximum height not to exceed 12 feet in a side yard and 15 feet in a rear yard.
- ~~415.~~ **117.** Porch. A covered protection from a wall of a building that may or may not use columns or other ground supports for structural purposes and which is primarily used to provide an extension of the living area.
- ~~416.~~ **118.** Portico. A roofed structure projecting from the building which has no enclosures of any kind and which has an entry surfaced area that does not exceed eight feet in width and does not extend more than four feet out from the building.

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

- ~~117.~~ **119.** Principal Building. A building in which the residence or permitted primary use of the lot is conducted.
- ~~118.~~ **120.** Principal Use. The main use of land or buildings, as distinguished from a subordinate or accessory use, to which premises are devoted comprising at least 80 percent of the floor area and the primary purpose for the premises.
- ~~119.~~ **121.** Private Roadway. The paved area, exclusive of sidewalks, driveways or related uses, on private property, used or intended to be used for circulation, passage or travel of motor vehicles from a street to two or more adjacent parcels.
- ~~120.~~ **122.** Public Utility. Any person, firm, corporation or municipal department duly authorized to furnish, under public regulation, to the public, electricity, gas, steam, telephone, telegraph, transportation, cable television, water, and other data transmission services.
- ~~121.~~ **123.** Qualifying Patient. "Qualifying Patient" has the meaning set forth in the Compassionate Use of Medical Cannabis Program Act.
- ~~122.~~ **124.** Railroad Right-of-Way. A strip of land with tracks and auxiliary facilities for track operation, but not including depots, loading platforms, stations, train sheds, warehouses, car shops, car yards, locomotive shops or water towers.
- ~~123.~~ **125.** Research Laboratory. A place devoted to experimental study such as testing and analyzing but which does not include manufacturing, assembly or packaging of products.
- ~~124.~~ **126.** Repair, Major. Includes any action which fixes, mends, or restores products other than motor vehicles:
- a. Major Repair is repair of products such as furniture, refrigerators, or similar products which generally require storage yards or storage area.
 - b. Minor Repair is repair of products such as shoes, watches, jewelry, and electronics.
- ~~125.~~ **127.** Restaurant. Any building or part thereof where food is cooked or prepared for compensation, for the general public and for immediate consumption on or off the premises.
- ~~126.~~ **128.** Restaurant-Amusement Device Arcade. An establishment primarily devoted to the sale of food and beverage and partially devoted to the use of more than ten coin-operated amusement devices.
- ~~127.~~ **129.** School. An institution conducting regular academic instruction at the kindergarten, elementary, middle school and high school levels.
- a. Public School. A public institution which offers general academic instruction equivalent to the standards prescribed by the School Code of Illinois.
 - b. Private School. A non-public institution which offers programs accepted by the State of Illinois in lieu of public instruction.
- 130. School, Arts and Health. A commercial establishment used for the teaching of dance, aerobics, art, martial arts, yoga, music, photography, or other similar activities to children and adults, but which does not offer academic instruction equivalent to the standards prescribed by the Illinois School Code.**

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

131. School, Trade or Commercial. A commercial establishment which principally offers specific courses for instruction in business, trade, or industry, or specific supplemental academic instruction courses but does not offer academic instruction equivalent to the standards prescribed by the Illinois School Code.

~~128.~~ **132.** Salon. Any establishment where cosmetology services are provided including hair care, nail care, and skin care on a regular basis for compensation.

~~129.~~ **133.** Seating Area. Areas used to consume food or beverages on the customer side and which provide access to areas such as buffets, bars, or serving tables.

134. Senior Living Facility. A building or group of buildings intended for individuals 62 years of age or older, or couples at least one member of which is 62 years of age or older, in which food, shelter, or personal assistance or supervision are provided for a period exceeding 24 consecutive hours for one or more adults who are not relatives of the operator and who require assistance or supervision in matters such as dressing, bathing, diet or medication prescribed for self-administration, but do not require hospitalization or care in a nursing home.

~~130.~~ **135.** Sheltered Care. An establishment licensed to provide assistance, supervision or oversight to residents, usually short term. A sheltered care home may not provide skilled or intermediate nursing services nor care for those cases for which hospitalization is generally required.

~~131.~~ **136.** Solar Energy System. A renewable energy system consisting of a collection of parts including any base, mounts, tower, solar collectors and accessory equipment such as utility interconnections and solar storage batteries in such a configuration as necessary to convert solar radiation into thermal or electrical energy. There are three types of solar energy systems:

- a. Roof Mounted. A renewable energy system consisting of equipment installed on the roof of a principal or accessory building located between the eave and ridge used for the conversion of sunlight into a usable form of electrical energy or to heat water.
- b. Wall Mounted. A renewable energy system consisting of equipment installed on a wall of a principal or accessory building below the eave, or where there is a flat roof the space below the top of a parapet, used for the conversion of sunlight into a usable form of electrical energy or to heat water.
- c. Ground Based. A renewable energy system consisting of equipment used for the conversion of sunlight into a usable form of electrical energy placed on the ground of a zoning lot and which is not attached to any principal or accessory building.

~~132.~~ **137.** Sports Wagering Facility. A facility at which wagering is conducted with respect to the outcome or portions of a professional sport or athletic event, a collegiate sport or athletic event, a motor race event, or other event or competition of skill, or with respect to the individual performance statistics of athletes in a sports event or combination of sports events, or with respect to any other events upon which wagering is permitted under the Illinois Sports Wagering Act, 230 ILCS 45/25-1 et seq., as it may be amended.

138. Stadium. A commercial building that is either open, enclosed, or with a retractable roof that is used primarily for spectator sports and major events.

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

and partly or completely surrounded by ticketed or reserved spectator seating.

- ~~133.~~ **139.** Storage Facility. A place where goods, materials, or personal property is placed and kept for more than 24-consecutive hours.
- ~~134.~~ **140.** Story. That portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it. Any portion of a story exceeding 14 in height shall be considered as an additional story for each 14 or fraction thereof.
- ~~135.~~ **141.** Story, Half. That portion of a building under a gable, hip or mansard roof, the wall plates of which, on at least two opposite exterior walls, are not more than four and one-half feet above the finished floor of such story. In the case of one family dwellings, two-family dwellings and multiple-family dwellings less than three stories in height, a half story in a sloping roof shall not be counted as a story for the purposes of this Code. In the case of multiple-family dwellings three or more stories in height, a half story shall be counted as a story.
- ~~136.~~ **142.** Structure. Anything constructed or erected which requires location on the ground or is attached to something having location on the ground, including a fence or freestanding wall, television antenna towers, earth stations, or other devices receiving electronic signals. A sign, billboard or other advertising medium, detached or projecting, shall be construed to be a structure.
- ~~137.~~ **143.** Structural Alterations. Any change except those required by law or ordinance, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders, not including openings in bearing walls as permitted by other ordinances.
- 144. Theater. A commercial establishment open to the public in which plays, movies, choirs, comedy acts, or dramatic performances are provided for a fee or admission charge.**
- ~~138.~~ **145.** Travel Trailer. A rigid, non-collapsible structure designed to provide temporary living quarters primarily for recreational use, constructed with integral wheels to make it mobile land/or towable by a motor vehicle.
- ~~139.~~ **146.** Tree House. An accessory structure which utilizes one or more trees for structural support and/or incorporates the tree into the design.
- ~~140.~~ **147.** Used Car Lot. A zoning lot on which used cars are displayed for sale or trade.
- ~~141.~~ **148.** Vehicle. Any device in, upon or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.
- a. Commercial Vehicle. Any type of vehicle used or maintained for commercial purposes, primarily to transport material or operate a power attachment or tool, such as a snowplow or any vehicle containing cargo for commercial purposes. For purposes of this Chapter, any vehicle with advertising or a business designation affixed to it shall be considered a commercial vehicle.
 - b. Recreational Vehicle (RV). An RV shall include, but not be limited to, camper trailer (pop-up), motor home, off-road vehicle, open trailer, pickup camper, snowmobile, travel trailer and water craft.

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

~~142.~~ **149.** Trailer. Any motorized or non-motorized vehicle intended to carry or store a recreational vehicle. An open trailer or a trailer not carrying or storing an RV shall be considered an RV for the purposes of this Code.

~~143.~~ **150.** Window Wells. A space maintained between a below grade window and the surrounding soil. The window well provides drainage or air or light around the window and in some cases, an egress route from the structure.

~~144.~~ **151.** Yard. An open space on the same zoning lot with a principal building or group of buildings, which is unoccupied and unobstructed from its lowest level upward, except as otherwise permitted in this Code, and which extends along a lot line and at right angles thereto to a depth or width specified in the yard regulations for the district in which the zoning lot is located. The following are the specific definitions for each type of yard:

- a. Exterior Side Yard. That part of the yard on a corner lot, lying between the exterior side lot line and the nearest line of the principal building and extending from the front yard (or from the front lot line, if there is no required front yard) to the rear yard (or from the rear lot line, if there is no required rear yard). On a corner lot, the larger of the two lot dimensions adjacent to the street shall be considered the exterior side yard.
- b. Front Yard. A yard extending across the full width of the zoning lot and lying between the lot line which fronts on a street and the nearest line of the principal building. On a corner lot, the smaller of the two dimensions adjacent to a street shall be considered the front yard.
- c. Rear Yard. A yard extending across the full width of the zoning lot and lying between the rear line of the lot and the nearest line of the principal building.
- d. Side Yard. That part of the yard lying between the nearest line of the principal building and a side lot line, and extending from the front yard (or from the front lot line, if there is no front yard) to the required rear yard (or from the rear lot line, if there is no required rear yard)."

SECTION 3. PERMITTED USE TABLE. Section 5.5-1, titled "Permitted Use Table," of Chapter 28, titled "Zoning Regulations," of the Zoning Code is hereby amended further to read as follows:

"5.5 Permitted Uses. No principal building, structure or land use shall be permitted except in the zoning districts indicated and for the purposes permitted in the following table. Each use is mutually exclusive and does not encompass other uses listed in the table. A principal use listed in that table in any district denoted by the letter "P" is permitted by right provided that all other requirements of state law, this Chapter, and all other applicable ordinances and regulations have been met. A principal use listed in the Table in any district denoted by the letter "S" is a special use and permitted only subject to the provisions of Section 8. A principal building structure or use not indicated in any district by either an "P" or an "S" is not permitted in that district.

5.5-1 Permitted Use Table.

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

Commercial Uses	B1	B2	B3	B4	B5	I	OT	PL	M1	M2
Retail Stores/Sales (not otherwise listed)	P	P	P	P	P					
Adult Business			P							
Adult Use Cannabis Business Establishments other than Adult Use Cannabis Dispensaries										
Adult Use Cannabis Dispensary (see Section 6.1-18)		P	P							
Agricultural Implement Sales and Service within wholly enclosed building			P							
Amusement Facility, Large		S	S							
Amusement Facility, Small		P	P							
Animal Hospitals		P	P							
Antenna Commercial	S	S	S	S	S	S	S	S	S	S
Arts and Craft Studios/Galleries	P	P	P	P	P					
Auction Rooms		P	P	P	P					
Auditorium, Stadium, Meeting Hall, Gymnasium or other similar places for public events		S	S		S					
Auto Car Wash			S							
Auto Service Station, with or without convenience marts		S	S							
Bakery	P	P	P		P					
Banks and Financial Institutions	P	P	P	P	P					
Banquet Halls		S	S		S					
Barber, Beauty Salon	P	P	P	P	P					
Brew Pubs	S	S	S		S					
Broadcasting Station TV, Radio	P	P	P	P	P				P	
Bowling Alleys		P	P		S					

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

Building Material Sales		P	P							
Carpet Cleaning and Service				P						
Catering Establishments	S	P	P	P						
Clubs and Lodges, Private		S	S		S					
Community Center, Recreation Building Municipal or Non-Profit	S	S	S		S			S	S	
Construction Yard										P
Contractor Office and Design Showroom (no vehicle storage)	P	P	P	P	P				P	P
Convenient Mart and Food Store	P	P	P	P	P					
Contractor Shops				P					P	P
Currency Exchanges	P	P	P	P						
Dance Halls		S	S							
Day Care Centers	S	S	S	S	S				S	
Drive-Through when used in conjunction with uses otherwise permitted		S	S		S					
Drug Store and Pharmacy	P	P	P		P					
Electrical Equipment Sales		P	P							
Fairgrounds Kiddie Parks			S							
Food Stores	P	P	P	P	P					
Foot Massage	P	P	P	P	S					
Funeral Parlor, Mortuary		P <u>S</u>	P	P						
Garden Center		P	P	P						
Health Club		P	P		P					
Hotel		S	S		S					

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

Interior Decorator Shops	P	P	P	P	P					
Kennel, Commercial			S							
Laundry Dry Cleaning up to 5,000 sf	P	P	P	P	P					
Liquor Stores, Package Goods Only	P	P	P		P					
Machinery Sales and Service			P	P						
Medical Dental Orthopedic Appliance and Instrument Supply Sales		P	P	P						
Microbrewery, 2,500 square feet or less Note: the retail portion shall not exceed 35% of the total floor area of the unit or building occupied and shall be segregated from the remainder of the premises		P	P		P					
Microbrewery, more than 2,500 square feet but less than 4,000 square feet Note: the retail portion shall not exceed 35% of the total floor area of the unit or building occupied and shall be segregated from the remainder of the premises		S	S		S					
Monuments Sales			P							
Motor Vehicle Rental		S	P							P
Motor Vehicle Repair Major			P							P
Motor Vehicle Repair Minor		S	P							
Motor Vehicle Sales, including auxiliary service		S	P							
Motor Vehicle Sales Lots when contiguous to and adjoining auto sales room under same owners		S	P							
Music Conservatories or Instruction	P	P	P	P	P					
Offices, Business and Professional	P	P	P	P	P	P	P	P	P	P
Offices, Medical and Dental including labs	P	P	P	P	P	P	P		P	
Pawn Shop Cash Converter		P	P							
Personal Trainer (limited to 2 clients at a time per trainer; and no more than 4 personal trainers on site at one time)	P	P	P	P	P				P	P

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

Photographers	P	P	P	P	P		P			
Photographers, including photo developing processing	P	P	P	P	P					
Physical Rehabilitation Center	P	P	P	P	S	P	P			
Post Office not including bulk distribution		P	P							
Printing Services Retail	P	P	P	P	P					
Private Library, Museum or Other Similar Buildings	S	S	S		S			<u>S</u>		
Railroad Passenger Stations			S		S					
Recreation Facilities Commercial including Health Club		P	P	P	P				P	P
Recreational Vehicles and Boats, Sales/Supplies			P							
Repair Major				P						P
Repair Minor	P	P	P	P						
Restaurant	S	S	S		S					
Restaurant Amusement Device Arcade		S	S							
School, Commercial <u>School, Trade or Commercial</u>	P	P	P	P	P				P	P
<u>School, Arts and Health</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	<u>P</u>
Secondhand Store		P	P	P	P					
Security and Guard Firms				P	P				P	P
Sign Painting Shop (enclosed)			P	P						
<u>Stadium</u>			<u>S</u>							
Studios Recording		P	P	P					P	P
Tailor, Dressmaking Shop	P	P	P	P	P					
Taxicab Dispatching Office			P	P						P
Theaters, Excluding Drive-Ins <u>Theater</u>		P	P <u>S</u>		P <u>S</u>					

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

Ticket Agencies	P	P	P	P	P					
Tool and Die Shop			P	P					P	P
Travel Bureau and Transportation Ticket Offices	P	P	P	P	P		P		P	P

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Institutional Uses	RE	R1	R2	R3	R4	R5	R6	R7	I
Cemeteries/Mausoleums	S	S	S	S					
Places of Worship	P	P	P	P	P	P	P	P	P
Care Facility, Ambulatory									P
Care Facility, Longer, Intermediate, Extended									P
Health and Medical Institutions, Hospitals									P
Institution Residential					S	S	S	S	P
Schools	S	S	S	S	S	S	S		S
<u>Senior Living Facility</u>									<u>P</u>

Other Uses	I	OT	B1	B2	B3	B4	B5	PL	M1	M2
Facilities Owned and Operated by the Village of Arlington Hts., AH Memorial Library and branches thereof and the AH Park Dist.								S		
Parking Garage, Private Customer/Employee	S	S	S	S	S	S	S	S	S	S
Private and Public Utility Facilities										
Heliport	<u>S</u>		<u>S</u>	<u>S</u>	S	<u>S</u>	<u>S</u>	<u>S</u>	S	S

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

SECTION 4. OFF STREET PARKING AND LOADING. Section 28-10, titled “Off Street Parking and Loading,” of Chapter 28, titled “Zoning Regulations,” of the Zoning Code is hereby amended further to read as follows:

“Section 28-10 Off Street Parking and Loading.

The off-street parking and loading provisions of this Section shall apply as follows:

10.1 Off-Street Parking and Loading Regulations.

a. For all buildings and structures erected and all uses of land established after the effective date of this Section, accessory parking and loading facilities shall be provided as required by the regulations of the districts in which such buildings or uses are located. However, where a building permit has been issued prior to the effective date of this Section, and provided that construction is begun within six months of such effective date and diligently pursued to completion, parking and loading facilities as required hereinafter need not be provided.

b. **Prior to completion of any construction, structural alterations, or new or expanded land use, off-street parking facilities must be provided as required in this Chapter.**

10.1-1 When the intensity of use of any building, structure, or premises is planned to be increased through addition of units, gross floor area, seating capacity, or other units of measurement specified herein for required parking or loading facilities, parking and loading facilities as required herein shall be provided for such increase in intensity of use.

10.1-2 Whenever the existing use of a building or structure is changed to a new use, parking or loading facilities shall be provided as required for such new use. However, if the building or structure was erected prior to the effective date of this Section, additional parking or loading facilities are required only in the amount by which the requirements for the new use would exceed those for the existing use if the latter were subject to the parking and loading provisions of this Section.

10.1-3 Control of Off-Site Parking Facilities. In a residential district, no zoning certificate for off-site facilities shall be issued until the Plan Commission has conducted a hearing for a special use in accordance with Section 28-8. No off-site parking shall be located in a residential zoning district unless accessory to a use permitted in that district.

10.1-4 Submission of Parking Plan. Any application for a building permit, or for a certificate of occupancy where no building permit is required, shall include a parking plan drawn to scale and fully dimensioned showing any parking or loading facilities to be provided in compliance with this Section.

10.2 Additional Regulations—Parking.

10.2-1 Except as otherwise indicated, required accessory off street parking facilities provided for uses listed hereinafter shall be solely for the parking of vehicles of patrons, occupants (or their guest), or employees of such uses.

10.2-2 Floor Area. See Section 28-3 for floor area measurement requirements.

10.2-3 Employees. Parking spaces required on an employee basis shall be based on the maximum number of full or part-time employees on duty or residing, or both on the premises at any one time.

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

- 10.2-4 Capacity. Parking spaces required on the basis of capacity shall be based on the capacity as determined by current Village Building and Fire Codes.
- 10.2-5 Computation. When determination of the number of off street parking spaces required by this Section results in a requirement of a fractional space, any fraction of one-half or less may be disregarded, while a fraction in excess of one-half shall be counted as one parking space.
- 10.2-6 Collective Provision. Off street parking facilities for separate uses within a single development may be provided collectively if the total number of spaces so provided collectively is not less than the sum of the separate requirements for each ~~such~~ use and provided that all regulations governing location of accessory parking spaces in relation to the use served are adhered to. Further, no parking space or portion thereof shall serve as a required space for more than one use unless otherwise authorized by the Plan Commission in accordance with Section 10.1-3.

* * *

- 10.2-9 Access. Each required off street space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. All off street parking facilities shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement.

No driveway across public property or requiring a curb cut shall exceed a width of 25 feet, except when, in the opinion of the ~~Director of Engineering~~ Village Engineer, safe and efficient design principals require an increase, in which case the ~~Director of Engineering~~ Village Engineer may authorize a maximum driveway width of 36 feet. Furthermore, no access from a street or alley to off street parking facilities shall be located less than 35 feet from the intersection of the right-of-way of two intersecting streets.

- 10.2-10 Handicapped Parking. Parking for the handicapped shall be provided at a size, number and location, as specified by the current Illinois Accessibility Code.

- 10.2-11 In Yards.

- 10.2-11.1 In R-E, R-1, R-2, and R-3 Districts, off street parking spaces ~~shall be allowed~~ are permitted based on the following:

- a. Off street parking spaces may be located in any yards but only on concrete or asphalt surfaces. Green infrastructure applications for parking surfaces may be utilized in lieu of concrete or asphalt surfaces subject to compliance with acceptable engineering standards and Village Engineer approval.
- b. Except as set forth in subsection c. below, no driveway and/or parking area shall exceed a width of 22 feet.
- c. For three car garages, a driveway and/or parking area ~~shall be allowed~~ is permitted to be a maximum of 32 feet in width, within 18 feet of the garage's front elevation when, in the opinion of the ~~Director of Engineering~~ Village Engineer, the installation of such driveway ~~will~~ is not be detrimental to drainage or alter the character of the area.

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

- d. When the garage is located to the rear of the residence, the side drive shall be a minimum of nine feet wide. Projections (chimneys, awnings, etc.) shall not be allowed to overhang within this measurement.
- e. For a zoning lot with a lot width of 70 feet or greater, all driveway pavement must be setback at least three feet from the side or rear lot line (whichever lot line applies).
- f. For side-loaded garages (when the garage door(s) face a side lot line), the driveway pavement dimension shall be a minimum of 22 feet from the face of the garage to the edge of the driveway pavement along the side lot line.
- g. Driveway aprons must be an adequate width to accommodate the driveway.**

Nothing contained herein, however, shall permit the parking of any vehicle in a portion of yard where such parking would otherwise be prohibited by any provision of Arlington Heights Village Code, nor shall this Section be construed to eliminate any requirements for the installation of driveways otherwise imposed by the Code, including specifications for the construction and character of such driveways. Parking upon grass, dirt or other non-hard surface of any vehicle except towed vehicles is prohibited.

10.2-11.2

- a. In "R-4," "R-5," "R-6" and "R-7" and "M-1" off street parking spaces may be located in any yard except required front yards, **except for a residential lot with a front-loading garage.**
- b. In "R-4", "R-5", "R-6", and R-7" Districts, residential properties that contain duplexes or townhomes that share a driveway for access to separate front loaded garages may have a driveway up to a total of 34 feet in width, at the ratio of 17 feet in width per duplex or townhome unit, within 18 feet of the garage's front elevation, when, in the opinion of the Village Engineer, the installation of the driveway will not be detrimental to the drainage or alter the character of the area.**
- c. Driveway aprons must be an adequate width to accommodate the driveway.**

In O-T Office Transitional Districts off-street parking spaces may be located in any required yard.

In Business and M-2 Districts, off-street parking spaces may be located in any required yard.

10.2-12 Design and Maintenance.

10.2-12.1 Open and Enclosed Parking Spaces. Accessory parking spaces located on the same lot occupied by the use served, may be open to the sky or enclosed in a building. Accessory parking spaces located in an "R-5" or "R-7" District elsewhere than on the same lot occupied by the use served shall be open to the sky except when otherwise allowed as a Special Use by the Village.

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

10.2-12.2 Surfacing and Drainage. All off street parking areas ~~except those accessory to one family dwellings,~~ shall be improved with a compacted base, surfaced with asphaltic concrete or some comparable all-weather dustless material of a design and thickness in accordance with prescribed engineering standards, and shall be so graded and drained as to dispose of surface water accumulation by means of a positive storm water drainage system connected directly or indirectly to a public drainage way. **Green infrastructure applications for parking surfaces may be utilized in lieu of concrete or asphalt surfaces subject to compliance with acceptable engineering standards and Village Engineer approval.**

* * *

10.4 Schedule of Parking Requirements. Accessory off-street parking spaces for the following uses shall be provided as required herein.

USE	REQUIREMENTS
Housing for Elderly	One space for each multi-family dwelling unit. Single Family detached and attached dwelling units require two parking spaces per unit.
Dormitories	Two spaces per three residents, plus one space for each staff member.

10.4-1 Residential Uses.

USE	REQUIREMENTS
Multiple Family Dwellings in the R-5 and R-6 Zoning Districts	Two spaces for each dwelling unit
Multiple Family Dwellings in the R-7 Zoning District	One and one-half spaces for each dwelling unit
One and Two Family Dwellings	Two spaces for each dwelling unit
<u>Senior Living Facility</u>	<u>See Section 10.2-6 (Collective Provision) in order to determine the cumulative off-street parking requirement.</u>
- <u>Independent Living (Single Story)</u>	<u>2 spaces for each unit</u>
- <u>Independent Living (Multi-Story)</u>	<u>1 space for each unit</u>
- <u>Assisted Living</u>	<u>1 space for each unit</u>
- <u>Memory Care</u>	<u>1 space for each 2 beds</u>
- <u>Nursing</u>	<u>1 space for each 2 beds</u>
- <u>Multi-Use Space / Event Space</u>	<u>1 space for every five seats, or parking equal in number to 30% of the capacity in persons, whichever is greater</u>
- <u>Other (Example: Office Space)</u>	<u>Per use category</u>

10.4-2 Retail—Commercial and Services Uses.

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

USE	REQUIREMENTS
Adult Use Cannabis Dispensary	One space for each 200 square feet of floor area
Amusement Device Arcades	One space for each 300 square feet of floor area
<u>Amusement Facility, Large</u>	<u>One space for each 300 square feet of floor area</u>
<u>Amusement Facility, Small</u>	<u>One space for each 300 square feet of floor area</u>
Automobile Service Stations	One space for each employee plus three spaces for each service bay <u>plus one space for each 300 square feet of retail / commercial space</u>
Banks	One space for each 300 square feet of floor area
<u>Banquet Hall</u>	<u>Parking equal in number to 30% of the capacity in persons</u>
Beauty Shop	One space for each 250 square feet of floor area
Bowling Alleys	Three spaces for each alley plus the required spaces for restaurants that are provided
<u>Cemeteries / Mausoleums</u>	<u>Parking spaces will be determined by the Plan Commission based on the number of spaces necessary to serve employees and residents of the premises, as well as the visiting public</u>
Dance Studio	One space for each 250 square feet of floor area
<u>Funeral Parlor, Mortuary</u>	<u>30% capacity in persons, plus 1 per each vehicle used in the conduct of business</u>
Furniture and Appliance Stores	One space for each 600 square feet of floor area
Health Clubs	One space for each 250 square feet of floor area
<u>Hotels & Motels</u>	<u>One space for each lodging room plus spaces as required for any restaurant that is included</u>
Motor Vehicle Sales and Machinery Sales	One space for each 600 square feet of floor area
Offices—Business, Professional and Governmental	One space for each 300 square feet of floor area
Offices—Medical or Dental Clinics	One space for every 200 square feet of floor area
Medical Center	(Refer to State of Illinois Accessibility Standards for additional requirements.)
Personal Trainer	One space for each 250 square feet of floor space
Restaurant—Carry-Out	One space for each 300 square feet of floor space
Restaurant—Sit-Down	One space for each 45 square feet of seating area
Retail Stores—Not Otherwise Specified	One space for each 300 square feet of floor area
<u>School, Arts and Health</u>	<u>One space for each 250 square feet of floor area, or parking equal in number to 30% of the capacity in persons, whichever is greater</u>
<u>School, Trade or Commercial</u>	<u>One space for each employee plus parking equal in number to 30% of the capacity in persons</u>
<u>Stadiums</u>	<u>Parking equal in number to 30% of the capacity in persons</u>

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

Theaters (Indoor) Theater	One space for each four <u>fixed</u> seats, <u>or parking equal in number to 30% of the capacity in persons, whichever is greater</u>
Undertaking Establishments, Funeral Parlors	25 spaces for each chapel or parlor

10.4-3 Wholesale, Storage and Production.

USE	REQUIREMENTS
Establishments Engaged in Production, Processing, Cleaning, Servicing, or Repair of Materials, Goods or Products, or Engaged in Research and Development	One space for each two employees plus one space for each vehicle used in the Testing the conduct of the enterprise
Warehouses and Storage	One space for each two employees plus one space for each vehicle used in the conduct of the enterprise
Wholesale Establishments	One space for each two employees plus one space for each vehicle used in the conduct of the enterprise

10.4-4 Community Service Uses.

USE	REQUIREMENTS
Colleges and Universities	One space for every five students at maximum enrollment
Community Centers, <u>Public</u>	Spaces equal in number to 30 percent of capacity
Church	One space for each five seats
Day Care Centers and Schools	Three spaces for each two employees
<u>Dormitories</u>	<u>One space for each three residents plus one space for the manager thereof</u>
Hospital	Three spaces for each hospital bed
Libraries, Art Galleries Museums— Public	One space for each 1000 feet and of gross floor space
Places of Assembly as follows: Stadiums, Arenas, Auditoriums (other than Church, College or Institutional School), Convention Halls, Skating Rinks, and other similar places of assembly	Parking equal in number to 30 percent of the capacity in persons
<u>Places of Worship</u>	<u>See Section 10.2-6 (Collective Provision) in order to determine the cumulative off-street parking requirement</u>
- <u>Multi-Use Space</u>	<u>One space for every five seats, or parking equal in number to 30% of the capacity in persons, whichever is greater</u>
- <u>Offices</u>	<u>One space for each 300 square feet of floor area</u>
- <u>Assembly Hall or Sanctuary</u>	<u>One space for each five seats</u>
- <u>Classrooms</u>	<u>One space per employee plus one space per every five classrooms</u>
- <u>Other (Example: Seminary)</u>	<u>Per use category</u>

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

Public Utility and Public Service Uses	Spaces as required for similar office, retail uses or industrial
Recreational Facilities	Spaces equal in number to 30% of capacity
Schools, Commercial	One space for each employee plus spaces equal in number to one half of the maximum number of students projected to be in attendance at any one time
Schools, Elementary	One space per employee plus one space per every five classrooms
Schools, High	Two spaces per each employee plus one space per ten students at maximum

10.4-5 Miscellaneous Uses.

USE	REQUIREMENTS
Fraternities, Sororities, and Dormitories	One space for each three active member plus one space for the manager thereof
Hotels and Motels	One space for each lodging room plus spaces as required for any restaurant that is included
Nursing Homes	One space for each two beds
Private Clubs and Lodges	One space for each lodging room plus parking spaces equal in number to 30% of the capacity in persons (exclusive of lodging room capacity)
Crematories, Mausoleums and Fraternal and Religious Institutions	Parking spaces shall be as determined by Plan Commission to serve persons employed or residing on the premises, as well as the visiting public
Other Uses	For uses not listed heretofore in this schedule of parking requirements, parking spaces shall will be provided on the same basis as required for the most similar listed uses. <u>All parking calculations will be based upon standard parking and land use data as determined by the Village.</u>

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SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois

SECTION 7. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

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

PASSED AND APPROVED THIS ____ day of _____, 2024.

Village President

ATTEST:

Village Clerk

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



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
12/16/2024

Item: Resolution Approving the Purchase of Granular Deicing
Chemicals for the Parking Garages

Department: Public Works & Engineering

Item Description:

The Public Works and Engineering Department is responsible for winter maintenance operations at all Village-owned parking structures. Liquid and granular non-chloride deicers are used in parking structures primarily to protect the structural integrity of the facility. Chloride-based deicers, commonly used for melting snow and ice, can have harmful effects on the concrete structures. Over time, chlorides penetrate the concrete, reaching the steel reinforcements and causing corrosion. This corrosion leads to cracking, spalling, and possibly even a reduction in the structural durability of the parking structure.

Non-chloride deicers provide a safer alternative as they effectively melt snow and ice without contributing to chloride-induced corrosion of the parking structures.

On November 25, 2024, the Village held a public bid opening for non-chloride granular deicer. The Village's Purchasing Coordinator publicly opened and read aloud the following bids. The bid prices are listed below:

BIDDER

BID PRICES

Schoenberg Salt Co.	\$65,100 for 30 supersacks of granular deicer
Industrial Systems Ltd.	\$75,450 for 30 supersacks of granular deicer

Staff has previously ordered non-chloride granular deicer from Schoenberg Salt Co, and have been satisfied with the product. The Village typically uses approximately 33 tons of this material annually. Staff recommends that Schoenberg Salt Co, of Clemmons, North Carolina, be awarded the contract for non-chloride granular deicer. The new contract will be one year, starting on January 1, 2025, and ending December 31, 2025. There will be one possible contract extension if both parties agree to terms.

Funding is available in the Parking Fund Account Numbers: 235-7301-531900, 235-7302-531900, 235-7303-531900

RECOMMENDATION

Public Works and Engineering staff recommends awarding the contract for non-chloride granular deicer to Schoenberg Salt Company, of Clemmons, North Carolina as authorized by the attached Resolution.

ATTACHMENTS:

1. Resolution Approving Award of Contract for Non-Chloride Granular Deicer for Parking Garages and attachment

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF A CONTRACT
FOR NON-CHLORIDE GRANULAR DEICER FOR THE PARKING GARAGES
TO SCHOENBERG SALT COMPANY, OF CLEMMONS, NORTH CAROLINA

WHEREAS, the Village sought bids for the award of a contract for non-chloride granular deicer for the parking garages ("*Contract*"); and

WHEREAS, Schoenberg Salt Company, of Clemmons, North Carolina ("*Contractor*"), was the lowest responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Contractor will serve and be in the best interest of the Village and its residents;

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

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

SECTION 2. APPROVAL OF CONTRACT. The Board of Trustees hereby approves the Contract by and between the Village and Contractor, in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Administrator and Village Attorney.

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

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, ____.

Village President

ATTEST:

Village Clerk

EXHIBIT A
CONTRACT



Village of Arlington Heights

33 South Arlington Heights Road
Arlington Heights, Illinois 60005
847-368-5000
www.vah.com

NOTICE OF AWARD

Schoenberg Salt Company
780 East 27th Street
Winston-Salem, NC 27105

December 16, 2024

Project Description: Furnishing and Delivering of Sodium Formate

The Village of Arlington Heights has considered the proposal submitted by your Company for the above-described work in response to its INVITATION FOR BIDS opened November 25, 2024.

YOU ARE HEAREBY NOTIFIED that your proposal/bid has been accepted by the Village Board on December 16, 2024 for items and services for the amount of \$2,150.00 per supersack through December 31, 2025 with the option to extend one time, if both parties agree to terms

You are required to execute the Contract Documents and provide necessary Insurance documentation within Fifteen (15) days from the date of this Notice to you.

If you fail to execute said Contract within Fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and the Owner will be entitled to such other rights as may be granted by law. Please return signed contracts to Lisa Subrin.

You are required to return an acknowledged copy of this Notice of award to the Village, with two signed copies of the contract.

Dated this 16th day of December, 2024

Village of Arlington Heights

By: _____

Lisa Subrin, Purchasing Coordinator

Acceptance of Notice

Receipt of the above Notice of Award is acknowledged by Schoenberg Salt Company this _____ of December, 2024.

By: _____

Title: _____

**VILLAGE OF ARLINGTON HEIGHTS
CONTRACT**

This Agreement is made and entered into this 16th day of December, 2024, between the Village of Arlington Heights "Village" and Schoenberg Salt Company, "Vendor."

In consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, the parties agree as follows:

1. The Vendor agrees to do all the work, furnish all materials and all labor necessary to complete the work in full compliance with all of the terms of this agreement and the proposed specifications and the requirements of the Director under it;
2. The Village agrees to pay the Vendor based on unit prices for completion of the work in accordance with the bid documents;
3. It is understood and agreed that the Bid Documents, Specifications, Addenda, and the Bidder's response are all essential documents for the Furnishing and Delivering of Sodium Formate. They are attached and hereby made part of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Attest:	Village of Arlington Heights
_____	By: _____
Clerk	Title: _____
(Seal)	Date: _____

Attest:	Bidder:
_____	By: _____
Notary	Title: _____
(Seal)	Date: _____

Subscribed & sworn before me this _____ day of _____ 2024.

**VILLAGE OF ARLINGTON HEIGHTS
FINANCE DEPARTMENT, PURCHASING DIVISION
33 S. ARLINGTON HEIGHTS ROAD**

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

Furnishing and Delivering of Sodium Formate

Required for Use by: Village of Arlington Heights- Public Works

Bid Deposit: N/A

Performance Bond: N/A

Pre-Bid Meeting: N/A

Date and Time Bids Due: Monday November 25, 2024 at 11:00 am

Date and Time of Bid Opening: Monday November 25, 2024 at 11:00 am

Project Contact: Dave Scanlon dscanlon@vah.com 847368-5836

Purchasing Coordinator: Lisa Subrin, lsubrin@vah.com, 847-368-5509

In the event bidder cannot submit a bid on the requirements as set forth in the bid documents, he or she should return the bid documents with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the Village's qualified bidder's list, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities.

BID NOTICE

Furnishing and Delivering of Sodium Formate

Sealed proposals will be received by the Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois, until 11:00 am local time on November 25, 2024, at which time they will be publicly opened and read.

The specification covers the furnishing and transporting of sodium formate intended for use as a deicer for snow and ice control operations. The Village will purchase and use the material as needed.

The Village of Arlington Heights reserves the right to reject any or all proposals, to waive informalities in bidding and to accept the proposal deemed by the Board of Trustees to be the most favorable to the interests of the Village.

Specifications/bid documents may be obtained by contacting Lisa Subrin, Purchasing Coordinator, by email at lsubrin@vah.com

For a list of our current bids, visit our website at www.vah.com.

**VILLAGE OF ARLINGTON HEIGHTS
GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS
PURCHASES**

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE VILLAGE OF ARLINGTON HEIGHTS ("VILLAGE"), UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND THE BIDDER CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

1.0 BIDDING PROCEDURES

1.01 PROPOSAL FORMS:

Proposals shall be submitted on the forms provided properly completed in ink, signed in the appropriate places, and submitted in a sealed envelope. All information required by the bidding documents must be supplied to constitute a responsive bid.

1.02 BID DEPOSIT: N/A for this bid

Each bid will be accompanied by a bid guaranty in the form and amount as specified in the Notice to Bidders. When a bid bond is allowed as detailed in the Invitation to Bid, the bid bond will be signed by a surety company authorized to do business in the State of Illinois. Bid deposits shall not exceed 10% of total bid. Bids submitted without the required bid guaranty shall be considered informal and will be rejected. Bid deposits submitted by the successful contractor will be held as security until a contract is signed. Failure to provide goods as agreed, may result in the forfeiture of your bid deposit.

1.03 SUBMISSION OF BIDS:

All bid/proposals must be delivered to the Purchasing Coordinator, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005. All bids submitted must be received in an envelope by the Purchasing Coordinator before the time specified for opening the bid. Bids received prior to the opening will be securely kept, unopened. The Purchasing Coordinator, or their designated agent, will decide when the specified time for the bid opening has arrived, and bids will be opened as soon as practical after the assigned time. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered. Formal bids received after the specified bid time will not be considered and will be returned unopened. No responsibility will attach to the Purchasing Coordinator or to the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

1.04 ADDENDUM:

Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

1.05 SAMPLES:

Samples or drawings requested shall be delivered at no cost to the Village. The Village will not be responsible for damages to samples. Samples will be removed by the bidder within (30) thirty days after notification. Samples must be submitted prior to the time set for the opening of the bid.

1.06 NO BID RESPONSE:

In the event you cannot submit a bid, return the proposal document with an explanation as to why you are unable to submit a bid and clearly mark the proposal "No Bid". Failure to submit a bid or correspondence indicating why a bid is not being submitted may result in your company being removed from the Village Bid List.

1.07 QUESTIONS:

All questions concerning the bid shall be submitted to the Purchasing Division. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five business days prior to the bid opening, if necessary, the Purchasing Division will issue a written response to all bidders in the form of an addendum. Whenever the answer to the question is contained in the bid documents, the bidder shall be directed to the provision within the general conditions which responds to the question. The Village will not be responsible for any other explanation of the specifications made prior to the receipt of bids.

1.08 BIDS BINDING FOR 90 DAYS:

Unless otherwise specified in the specifications, all formal bids submitted shall be binding for ninety (90) calendar days following date of opening.

1.09 BID PROPOSAL FOR ALL OR PART:

Unless otherwise specified, bids shall be submitted for all of the work or items for which the bids are requested.

1.10 ALTERNATE PROPOSALS:

The specifications are prepared to describe the goods and/or service which the Village deems to be in the best interests to meet its performance requirements. Bidders desiring to bid on items which deviate from the stated specifications, but which they believe to be equal, may do so but all specification deviations must be clearly noted on the form provided in the bid package. The Village reserves the right to rule upon specification deviation in a manner that best meets the needs of the Village. If a bidder wishes to submit more than one bid, each bid after the first is to be considered an ALTERNATE. These bids must be placed in SEPARATE envelopes. The envelopes and bid proposal page must be plainly marked, "ALTERNATE BID".

1.11 WITHDRAWAL OF BIDS:

A written request for withdrawal of a bid will be granted if the request is received by the Village prior to the specified time of the opening. After the opening, the bidder may not withdraw or cancel their bid for a period of ninety (90) calendar days, or such longer time as stated in the bid document.

1.12 BID OPENING:

At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

2.00 AWARDING THE BID

2.01 CRITERIA FOR AWARDING BID/RESERVATION OF RIGHTS:

The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Village Board to be in the best interest of the Village, who complies with all the provisions of the invitation to bid. The Village reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom an investigation shows is not in a position to perform the contract. In determining responsibility, the following qualifications will be considered by the Village:

- (a) The product or services offered meets stated specifications.
- (b) The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- (c) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference.
- (d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (e) The quality of performance of previous contracts or services.
- (f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- (g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (h) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- (i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (j) Lowest bids received. Discounts for cash payments may be considered only if discount is clearly written on the proposal page.

2.02 NOTICE OF AWARD:

The Village will accept in writing one of the proposals, within ninety (90) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the Village.

2.03 AWARD OF ALL OR PART:

Unless otherwise specified by the Village, the Village reserves the right to make an award on all

items, or on any of the items according to the best interests of the Village. Bidder may restrict their bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon. The Village reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.

3.00 BOND REQUIREMENTS N/A for this bid

3.01 EXECUTION OF PERFORMANCE BOND:

When noted in the specifications, the Village reserves the right to require the successful bidder to supply a performance bond within ten (10) calendar days of acceptance of the bidder's proposal by the Village. The performance bond, unless otherwise specified by the Purchasing Division, shall be 100% of the total contract price.

3.02 FAILURE TO FURNISH BOND:

In the event that the bidder fails to furnish the performance bond within ten (10) calendar days after acceptance of bid by the Village, then the bid deposit of the bidder shall be retained by the Village as liquidated damages, it being now agreed that this sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bond.

4.00 SPECIFICATIONS

4.01 NEW GOODS, FRESH STOCK:

Unless otherwise specifically stated, all contractors shall provide new commodities, fresh stock, latest model, design or package.

4.02 TRADE NAME USED BY VILLAGE:

Unless otherwise stated, any reference in the Village's specifications to a detailed manufacturer is for descriptive, not restrictive purposes, indicating articles that are satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states exactly what the bidder proposes to furnish; or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid and that it meets the intended requirements.

4.03 TRADE NAME USED BY BIDDER:

Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the bid.

4.04 PROPOSED EQUIVALENTS:

The manufacturer and model specified is provided to indicate the quality minimums expected by the Village. Where specifications provide detailed information regarding certain manufacturers and models, equivalent products shall be accepted for consideration. Equivalent products shall be equivalent as to quality, function, design, features and overall warranty of products proposed. It shall be the determination of the user department or designee to judge and conclude if a product is acceptable as an equivalent. All products proposed as part of this purchase shall be designed specifically for the intended use.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the Village to determine if each requirement of the specifications is being complied with prior to manufacture or shipment

5.00 PRICE

5.01 NET PRICES:

Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by the contractor to delivery point.

5.02 PRICE REDUCTION:

If at any time after the date of the bid or offer the contractor makes a general price reduction in any material covered by the contract, an equivalent price reduction shall apply to the contract for the remaining contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to contractor's customers generally, or (2) in the contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price would not be considered a "general price reduction" under this provision. The contractor shall invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The contractor, in addition, shall within ten calendar days of any general price reduction notify the Purchasing Coordinator of such reduction by letter. Failure to do so may result in termination of the contract.

5.03 TAX EXEMPTION:

Illinois Retailers Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village. The price quoted herein shall include all other Federal and/or State direct and/or indirect taxes which apply.

5.04 ERRORS IN BID PRICES:

When an error is made in extending total prices, the unit bid price will govern. Erasures or changes in bids must be initialed by the bidder.

6.00 QUANTITIES

6.01 SPECIFIC BID QUANTITIES:

Where quantities are specifically stated, acceptance will bind the Village to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract. Acceptance shall be in compliance with the Uniform Commercial Code S2-606.

6.02 REQUIREMENTS OR ESTIMATED BID QUANTITIES:

On "Requirements or Estimated Bid Quantities," acceptance will bind the Village to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated

quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Village may purchase as little as zero percent (0%) or as much as one hundred percent (100%) of the forecasted or estimated quantities.

7.00 DELIVERY PROVISIONS

7.01 PLACING OF ORDER:

Orders against contracts will be placed with the contractor on a purchase order executed and released by the Purchasing Division. Telephone, facsimile or electronic orders placed directly with the contractor by the Purchasing Division may be authorized by the Purchasing Division only after execution of a blanket purchase order.

7.02 RESPONSIBILITY FOR MATERIALS SHIPPED:

The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly within (5) five calendar days after notification or rejection. The bidder shall be responsible for rejected goods after notice of rejection.

7.03 DELIVERY FAILURES:

Failures of a contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Division, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Purchasing Division, shall constitute authority for the Purchasing Division to purchase in the open market articles. With such purchases, either: (1) the contractor shall reimburse the Village, within a reasonable time specified by the Purchasing Division, for any expense incurred in excess of contract prices; or (2) the Village may deduct such amount from monies owed the defaulting contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the Village reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Division.

7.04 PACKAGING AND CONTAINERS:

Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Village unless otherwise specified by bidder in his bid. The shipment shall be properly marked and tagged, stating the contractor's name and purchase order number. All delivery arrangements will be made in advance with the Purchasing Division or designee as specified within the bid document.

7.05 INSPECTION OF GOODS:

Inspections and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.

7.06 PACKING SLIPS OR DELIVERY TICKETS:

All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- (a) Purchase order number
- (b) Name of the article and stock number
- (c) Quantity ordered
- (d) Quantity shipped
- (e) Quantity back ordered
- (f) Name of the contractor

8.00 GENERAL RESPONSIBILITY PROVISIONS

8.01 COMPLIANCE WITH ALL LAWS:

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

8.02 CONTRACT ALTERATIONS:

No amendment of a contract shall be valid unless made in writing and signed by both parties.

8.03 GENERAL GUARANTY: Bidder agrees to:

- (a) Save the Village, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the bidder is not the patentee, assignee, licensee, or owner; and
- (b) Protect the Village against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices; and to comply with all laws, ordinances, and rules of the Village and the State of Illinois.

8.04 DEFAULT:

In the event of the Bidder's nonperformance or breach of the contract terms, the contract may be canceled, in whole or in part, upon the Village's written notice of default and the bidder's failure to cure such default within ten (10) calendar days of the notice. The bidder shall be liable to the Village for all costs incurred in completion of the contract.

The bidder may not be liable in damages for delay in performance when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, or by any other circumstances which are beyond the control of the bidder. Under such circumstances, however, the Village may, at its option, cancel the contract.

8.05 ASSIGNMENT:

Assignment of this contract or any part thereof, or any funds to be received there under by the contractor shall be subject to the written approval of the Village. Such assignment shall not relieve the bidder from their obligations or change the term of the contract.

8.06 WARRANTIES:

Unless otherwise specified, the bidder shall unconditionally guarantee the materials and workmanship on all equipment furnished by them FOR A MINIMUM PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Village, are due to faulty design and installation, workmanship, or materials, the Village shall notify the bidder. At the bidder's expense, the bidder shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Village.

8.07 INSURANCE:

At the bidder's expense, the bidder shall secure and maintain in effect throughout the duration of this contract, insurance in adequate limits to cover all locations of the bidder's operations. The bidder shall furnish certificates of insurance to the Village prior to proceeding with the obligation for services or purchases under this bid. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company. Additional insured status shall be provided by original endorsement as least as broad as CG 20 10 04 13 or CG 20 26 04 13.

The Bidder understands and agrees that any performance bond or insurance protection required by this contract or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

Unless otherwise specified, the limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. Limits will be provided on a per project basis.

(a) Commercial General Liability:

(1) Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

(2) Limits:

General Aggregate	\$ 2,000,000.00
Products/Completed	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

(3) Coverage is to be written on an "occurrence" basis.

(4) Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

(5) Cover all claims arising out of the contractor's operations or premises, subcontractor's operations or premises, anyone directly or indirectly employed by the contractor or subcontractor, and the contractor's obligations of indemnification under this contract.

(b) Worker's Compensation and Employers Liability

(1) The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

(2) The liability limits shall not be less than:

Worker's Compensation.....Statutory

Employer's Liability.....\$1,000,000 per occurrence

© Comprehensive Automobile Liability:

(1) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

(2) Limits:

Bodily Injury and Property Damage, Combined Single Limit \$ 1,000,000.00

8.08 INDEMNITY:

The contractor shall indemnify and save harmless the Village of Arlington Heights, its officers, agents and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his or her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his or her own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

8.09 CERCLA INDEMNIFICATION:

The contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the contractor, both before and after its disposal.

8.10 MATERIAL SAFETY DATA SHEETS:

It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

8.11 EQUAL EMPLOYMENT OPPORTUNITY:

In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

(b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(e) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) That it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) legal recourse, investigative and process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; (vii) protection against retaliation. A copy of the policies shall be provided to the Department upon request.

(g) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(h) That it will include verbatim or by reference the provisions of this clause in every subcontract

it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. In the same manner as with other provisions of the contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

9.00 PAYMENT

9.01 INVOICES:

Unless otherwise authorized by the Finance Director, vendor must submit single invoice copies for each purchase order immediately upon completion of shipment, or services. Partial payments may be acceptable if previously approved. If shipment is made by freight or express, original bill of lading, properly receipted, must be attached to invoice. Mail all invoices to:

VILLAGE OF ARLINGTON HEIGHTS
Finance Department, Accounts Payable Division
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005

The Village provides payment in compliance with the Illinois Prompt Payment Act (50 ILCS 505/1 - 505/6).

**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant _____
Name

Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, _____, being first duly sworn on oath, deposes and states that he or she is _____ (sole owner, partner, joint ventured, President, Secretary, etc..) of _____ and has the authority to _____
(Name of Company)
make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

Illinois Drug Free Workplace Act

The undersigned further states that _____ provides a
(Name of Company)
drug free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq and provides compliance with
necessary requirements.

Section IV

Tax Payment

The undersigned further states that _____ is not
(Name of Company)
delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois
Compiled Statues, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement
regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows
the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: _____
(Name)
(Title)

Subscribed and sworn to before me this _____ day of _____ 20____,
AD.

By: _____
(Notary Public)

-Seal-

**VILLAGE OF ARLINGTON HEIGHTS
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: _____

By: _____



VENDOR QUESTIONNAIRE

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

Commodity: _____ Years in Business: _____

DBE (Disadvantaged Business Enterprise) Classification: Please indicate your DBE classification below, and provide any agency certifications you have received.

- ☐ MBE (Minority-Owned Business Enterprise): A business that is at least 51 percent owned by one or more minorities. A person who is a U.S. citizen or lawful permanent resident and is African American, Hispanic American, Asian American, Native American, as well as other groups found to be disadvantaged pursuant to Section 8 (a) of the Small Business Act.
- ☐ WBE (Women-Owned Business Enterprise): A business that is at least 51 percent owned by a woman or women who are United States Citizens or lawful permanent residents of the United States.
- ☐ DOBE (Disability-Owned Business Enterprise): A business that is at least 51 percent owned by a person or group of persons with a disability, as recognized by the Americans with Disabilities Act.
- ☐ VOSB (Veteran-Owned Small Business): A business that meets the qualifications to be a small business according to the SBA, and is at least 51 percent owned, operated and controlled by a veteran.
- ☐ Not Applicable

Certifications:

Agency/Institution: _____

Phone: _____ Approval Date: _____

I hereby certify that the information supplied in this form is complete and correct to the best of my knowledge and belief. I authorize The Village of Arlington Heights to verify any of this information as needed.

Signature: _____ Title: _____

Name: _____ Date: _____

SPECIFICATIONS

VILLAGE OF ARLINGTON HEIGHTS

DEPARTMENT OF PUBLIC WORKS

FURNISHING AND DELIVERING OF SODIUM FORMATE

SCOPE OF WORK

The Vendor shall furnish and deliver Sodium Formate in accordance with the bid documents. Proposals are being requested for per ton contract to provide the specified product.

General Requirements:

1. **Scope:** This specification covers the furnishing and transporting of sodium formate intended for use as a deicer for snow and ice control operations. The Village will purchase and use the material as needed.
2. **Sampling and Testing:** Product must meet specifications of SAE AMS 1431 or latest revision.
3. **Inspection:** The Village reserves the right to make inspection and tests of the sodium formate, either at the origin of the shipment, or unloading points, or at destination, whichever is most convenient to the Village.
4. **Delivery:** Sodium Formate must be transported in a closed box truck or semi-trailer truck to provide protection against the weather. The obligation for the protection of the sodium formate rests solely with the vendor (holder of the purchase order).

Deliveries made by motor truck will be accepted only during regular work days, 7:00 AM – 2:30 PM Monday through Friday. Saturdays and other after hour delivery arrangements need to be approved by the Director of Public Works or designee.

Delivery Location: The vendor shall deliver all material to the Village of Arlington Heights Public Works Facility located at 222 N. Ridge, Arlington Heights, IL 60005.

The product shall be delivered in supersacks each weighing approximately 2,200 pounds.

The Village will make every effort to ensure rapid unloading of trucks.

5. **Sodium Formate:** These requirements cover sodium formate obtained from natural deposits or produced by man. The sodium formate shall meet the following physical and chemical requirements:
 - a. **Physical Composition:**
 - Sodium Formate (HCOONa) appears as a white, hygroscopic solid and is soluble in water.

- Product size is between 2-4mm.

The Village will reject any shipment of sodium formate that is outside of these tolerance limits. The right is also reserved to reject any shipments of deicing material which are delivered in a frozen or caked condition or which contain free water.

b. Chemical Composition:

The sodium formate (HCOONa) content shall be not less than 97.0 percent by weight, anhydrous sodium formate with less than 1% corrosion inhibitors

- c. The sodium formate shall arrive at the Arlington Heights Public Works Facility in a free flowing and usable condition.

6. **Term of Contract:** The term of this contract shall be for a period of time commencing upon execution of the contract and expiring on December 31, 2025.
7. **Basis of Payment:** Sodium formate will be paid for at the contract unit price per ton for furnishing and transporting sodium formate to the Village of Arlington Heights Public Works Facility. Every effort will be made for prompt payment of invoices once received by the Village.
8. **Total Order:** The Village will order the material as needed. The Village will purchase only amounts needed and is not obligated to a specific quantity. The Village historically uses 33 tons.
9. **Invoices and Delivery Tickets:** Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of material delivered. The vendor shall include the release order number and the date of delivery on each delivery ticket. Invoices should be emailed directly to accountspayable@vah.com.

Each delivery ticket shall be a certified scale ticket indicating gross, tare, and net weight of each truckload of Sodium Formate. Unless otherwise directed, each delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material.

10. **Availability:** Successful vendors shall be required to furnish satisfactory evidence that they have or will have stockpiles of material in Illinois or near its boundaries in sufficient quantities to satisfy contractual requirements.

Such stockpiles must be near enough to delivery points to allow for timely deliveries. Successful vendors may also be required to furnish a list of commitments against these stockpiles as a result of other contracts. If, in the opinion of the Village, vendor does not have sufficient stockpile quantities to satisfy contractual requirements, the Village may reward a portion of all of the awards to the vendor(s) offering to honor the contract price or its next lower compliant bid.

11. **Vendor Delivery Contracts:** The successful vendor shall be required to submit to the Village within ten (10) calendar days after receipt of the contract, a list of delivery contacts and phone numbers.
12. **Compliance to Specification:** Vendor or Dealer quoting this product must be reputable with a satisfactory history of providing the product as required in

specifications. If requested, vendor/dealer shall satisfy the purchaser that adequate facilities and financial stability exist.

Any deviations from the specification, or where submitted literature does not fully support the meeting of specifications, must be clearly cited by the vendor/dealer.

BID PROPOSAL

VILLAGE OF ARLINGTON HEIGHTS
PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERY OF SODIUM FORMATE

The contractor hereby proposes to provide all material, equipment and the necessary supervision to properly provide the material described in these specifications for the unit price bid provided below.

	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Sodium Formate	Tons	33	_____/Ton	_____
Freight (Include freight charge in total bid price)				_____
			Total Base Bid	_____

Expected delivery time (days) from receipt of purchase order (initial and subsequent deliveries):

_____ Days

If bid is selected, be prepared to explain how you calculated freight charges and provide any additional information requested by the Village of Arlington Heights.

Any deviations, exceptions, or proposed substitutions from the technical specifications must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

The Village of Arlington Heights reserves the right to waive any or all technicalities and reject any or all bids.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Agent's Signature: _____ Title: _____

Phone No. _____ Date Submitted: _____

**VILLAGE OF ARLINGTON HEIGHTS
FINANCE DEPARTMENT, PURCHASING DIVISION
33 S. ARLINGTON HEIGHTS ROAD**

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

Furnishing and Delivering of Sodium Formate

Required for Use by: Village of Arlington Heights- Public Works

Bid Deposit: N/A

Performance Bond: N/A

Pre-Bid Meeting: N/A

Date and Time Bids Due: Monday November 25, 2024 at 11:00 am

Date and Time of Bid Opening: Monday November 25, 2024 at 11:00 am

Project Contact: Dave Scanlon dscanlon@vah.com 847368-5836

Purchasing Coordinator: Lisa Subrin, lsubrin@vah.com, 847-368-5509

In the event bidder cannot submit a bid on the requirements as set forth in the bid documents, he or she should return the bid documents with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the Village's qualified bidder's list, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities.

BID NOTICE

Furnishing and Delivering of Sodium Formate

Sealed proposals will be received by the Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois, until 11:00 am local time on November 25, 2024, at which time they will be publicly opened and read.

The specification covers the furnishing and transporting of sodium formate intended for use as a deicer for snow and ice control operations. The Village will purchase and use the material as needed.

The Village of Arlington Heights reserves the right to reject any or all proposals, to waive informalities in bidding and to accept the proposal deemed by the Board of Trustees to be the most favorable to the interests of the Village.

Specifications/bid documents may be obtained by contacting Lisa Subrin, Purchasing Coordinator, by email at lsubrin@vah.com

For a list of our current bids, visit our website at www.vah.com.

**VILLAGE OF ARLINGTON HEIGHTS
GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS
PURCHASES**

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE VILLAGE OF ARLINGTON HEIGHTS ("VILLAGE"), UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND THE BIDDER CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

1.0 BIDDING PROCEDURES

1.01 PROPOSAL FORMS:

Proposals shall be submitted on the forms provided properly completed in ink, signed in the appropriate places, and submitted in a sealed envelope. All information required by the bidding documents must be supplied to constitute a responsive bid.

1.02 BID DEPOSIT: N/A for this bid

Each bid will be accompanied by a bid guaranty in the form and amount as specified in the Notice to Bidders. When a bid bond is allowed as detailed in the Invitation to Bid, the bid bond will be signed by a surety company authorized to do business in the State of Illinois. Bid deposits shall not exceed 10% of total bid. Bids submitted without the required bid guaranty shall be considered informal and will be rejected. Bid deposits submitted by the successful contractor will be held as security until a contract is signed. Failure to provide goods as agreed, may result in the forfeiture of your bid deposit.

1.03 SUBMISSION OF BIDS:

All bid/proposals must be delivered to the Purchasing Coordinator, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005. All bids submitted must be received in an envelope by the Purchasing Coordinator before the time specified for opening the bid. Bids received prior to the opening will be securely kept, unopened. The Purchasing Coordinator, or their designated agent, will decide when the specified time for the bid opening has arrived, and bids will be opened as soon as practical after the assigned time. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered. Formal bids received after the specified bid time will not be considered and will be returned unopened. No responsibility will attach to the Purchasing Coordinator or to the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

1.04 ADDENDUM:

Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

1.05 SAMPLES:

Samples or drawings requested shall be delivered at no cost to the Village. The Village will not be responsible for damages to samples. Samples will be removed by the bidder within (30) thirty days after notification. Samples must be submitted prior to the time set for the opening of the bid.

1.06 NO BID RESPONSE:

In the event you cannot submit a bid, return the proposal document with an explanation as to why you are unable to submit a bid and clearly mark the proposal "No Bid". Failure to submit a bid or correspondence indicating why a bid is not being submitted may result in your company being removed from the Village Bid List.

1.07 QUESTIONS:

All questions concerning the bid shall be submitted to the Purchasing Division. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five business days prior to the bid opening, if necessary, the Purchasing Division will issue a written response to all bidders in the form of an addendum. Whenever the answer to the question is contained in the bid documents, the bidder shall be directed to the provision within the general conditions which responds to the question. The Village will not be responsible for any other explanation of the specifications made prior to the receipt of bids.

1.08 BIDS BINDING FOR 90 DAYS:

Unless otherwise specified in the specifications, all formal bids submitted shall be binding for ninety (90) calendar days following date of opening.

1.09 BID PROPOSAL FOR ALL OR PART:

Unless otherwise specified, bids shall be submitted for all of the work or items for which the bids are requested.

1.10 ALTERNATE PROPOSALS:

The specifications are prepared to describe the goods and/or service which the Village deems to be in the best interests to meet its performance requirements. Bidders desiring to bid on items which deviate from the stated specifications, but which they believe to be equal, may do so but all specification deviations must be clearly noted on the form provided in the bid package. The Village reserves the right to rule upon specification deviation in a manner that best meets the needs of the Village. If a bidder wishes to submit more than one bid, each bid after the first is to be considered an ALTERNATE. These bids must be placed in SEPARATE envelopes. The envelopes and bid proposal page must be plainly marked, "ALTERNATE BID".

1.11 WITHDRAWAL OF BIDS:

A written request for withdrawal of a bid will be granted if the request is received by the Village prior to the specified time of the opening. After the opening, the bidder may not withdraw or cancel their bid for a period of ninety (90) calendar days, or such longer time as stated in the bid document.

1.12 BID OPENING:

At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

2.00 AWARDING THE BID

2.01 CRITERIA FOR AWARDING BID/RESERVATION OF RIGHTS:

The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Village Board to be in the best interest of the Village, who complies with all the provisions of the invitation to bid. The Village reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom an investigation shows is not in a position to perform the contract. In determining responsibility, the following qualifications will be considered by the Village:

- (a) The product or services offered meets stated specifications.
- (b) The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- (c) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference.
- (d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (e) The quality of performance of previous contracts or services.
- (f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- (g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (h) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- (i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (j) Lowest bids received. Discounts for cash payments may be considered only if discount is clearly written on the proposal page.

2.02 NOTICE OF AWARD:

The Village will accept in writing one of the proposals, within ninety (90) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the Village.

2.03 AWARD OF ALL OR PART:

Unless otherwise specified by the Village, the Village reserves the right to make an award on all

items, or on any of the items according to the best interests of the Village. Bidder may restrict their bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon. The Village reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.

3.00 BOND REQUIREMENTS N/A for this bid

3.01 EXECUTION OF PERFORMANCE BOND:

When noted in the specifications, the Village reserves the right to require the successful bidder to supply a performance bond within ten (10) calendar days of acceptance of the bidder's proposal by the Village. The performance bond, unless otherwise specified by the Purchasing Division, shall be 100% of the total contract price.

3.02 FAILURE TO FURNISH BOND:

In the event that the bidder fails to furnish the performance bond within ten (10) calendar days after acceptance of bid by the Village, then the bid deposit of the bidder shall be retained by the Village as liquidated damages, it being now agreed that this sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bond.

4.00 SPECIFICATIONS

4.01 NEW GOODS, FRESH STOCK:

Unless otherwise specifically stated, all contractors shall provide new commodities, fresh stock, latest model, design or package.

4.02 TRADE NAME USED BY VILLAGE:

Unless otherwise stated, any reference in the Village's specifications to a detailed manufacturer is for descriptive, not restrictive purposes, indicating articles that are satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states exactly what the bidder proposes to furnish; or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid and that it meets the intended requirements.

4.03 TRADE NAME USED BY BIDDER:

Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the bid.

4.04 PROPOSED EQUIVALENTS:

The manufacturer and model specified is provided to indicate the quality minimums expected by the Village. Where specifications provide detailed information regarding certain manufacturers and models, equivalent products shall be accepted for consideration. Equivalent products shall be equivalent as to quality, function, design, features and overall warranty of products proposed. It shall be the determination of the user department or designee to judge and conclude if a product is acceptable as an equivalent. All products proposed as part of this purchase shall be designed specifically for the intended use.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the Village to determine if each requirement of the specifications is being complied with prior to manufacture or shipment

5.00 PRICE

5.01 NET PRICES:

Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by the contractor to delivery point.

5.02 PRICE REDUCTION:

If at any time after the date of the bid or offer the contractor makes a general price reduction in any material covered by the contract, an equivalent price reduction shall apply to the contract for the remaining contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to contractor's customers generally, or (2) in the contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price would not be considered a "general price reduction" under this provision. The contractor shall invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The contractor, in addition, shall within ten calendar days of any general price reduction notify the Purchasing Coordinator of such reduction by letter. Failure to do so may result in termination of the contract.

5.03 TAX EXEMPTION:

Illinois Retailers Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village. The price quoted herein shall include all other Federal and/or State direct and/or indirect taxes which apply.

5.04 ERRORS IN BID PRICES:

When an error is made in extending total prices, the unit bid price will govern. Erasures or changes in bids must be initialed by the bidder.

6.00 QUANTITIES

6.01 SPECIFIC BID QUANTITIES:

Where quantities are specifically stated, acceptance will bind the Village to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract. Acceptance shall be in compliance with the Uniform Commercial Code S2-606.

6.02 REQUIREMENTS OR ESTIMATED BID QUANTITIES:

On "Requirements or Estimated Bid Quantities," acceptance will bind the Village to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated

quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Village may purchase as little as zero percent (0%) or as much as one hundred percent (100%) of the forecasted or estimated quantities.

7.00 DELIVERY PROVISIONS

7.01 PLACING OF ORDER:

Orders against contracts will be placed with the contractor on a purchase order executed and released by the Purchasing Division. Telephone, facsimile or electronic orders placed directly with the contractor by the Purchasing Division may be authorized by the Purchasing Division only after execution of a blanket purchase order.

7.02 RESPONSIBILITY FOR MATERIALS SHIPPED:

The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly within (5) five calendar days after notification or rejection. The bidder shall be responsible for rejected goods after notice of rejection.

7.03 DELIVERY FAILURES:

Failures of a contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Division, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Purchasing Division, shall constitute authority for the Purchasing Division to purchase in the open market articles. With such purchases, either: (1) the contractor shall reimburse the Village, within a reasonable time specified by the Purchasing Division, for any expense incurred in excess of contract prices; or (2) the Village may deduct such amount from monies owed the defaulting contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the Village reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Division.

7.04 PACKAGING AND CONTAINERS:

Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Village unless otherwise specified by bidder in his bid. The shipment shall be properly marked and tagged, stating the contractor's name and purchase order number. All delivery arrangements will be made in advance with the Purchasing Division or designee as specified within the bid document.

7.05 INSPECTION OF GOODS:

Inspections and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.

7.06 PACKING SLIPS OR DELIVERY TICKETS:

All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- (a) Purchase order number
- (b) Name of the article and stock number
- (c) Quantity ordered
- (d) Quantity shipped
- (e) Quantity back ordered
- (f) Name of the contractor

8.00 GENERAL RESPONSIBILITY PROVISIONS

8.01 COMPLIANCE WITH ALL LAWS:

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

8.02 CONTRACT ALTERATIONS:

No amendment of a contract shall be valid unless made in writing and signed by both parties.

8.03 GENERAL GUARANTY: Bidder agrees to:

- (a) Save the Village, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the bidder is not the patentee, assignee, licensee, or owner; and
- (b) Protect the Village against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices; and to comply with all laws, ordinances, and rules of the Village and the State of Illinois.

8.04 DEFAULT:

In the event of the Bidder's nonperformance or breach of the contract terms, the contract may be canceled, in whole or in part, upon the Village's written notice of default and the bidder's failure to cure such default within ten (10) calendar days of the notice. The bidder shall be liable to the Village for all costs incurred in completion of the contract.

The bidder may not be liable in damages for delay in performance when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, or by any other circumstances which are beyond the control of the bidder. Under such circumstances, however, the Village may, at its option, cancel the contract.

8.05 ASSIGNMENT:

Assignment of this contract or any part thereof, or any funds to be received there under by the contractor shall be subject to the written approval of the Village. Such assignment shall not relieve the bidder from their obligations or change the term of the contract.

8.06 WARRANTIES:

Unless otherwise specified, the bidder shall unconditionally guarantee the materials and workmanship on all equipment furnished by them FOR A MINIMUM PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Village, are due to faulty design and installation, workmanship, or materials, the Village shall notify the bidder. At the bidder's expense, the bidder shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Village.

8.07 INSURANCE:

At the bidder's expense, the bidder shall secure and maintain in effect throughout the duration of this contract, insurance in adequate limits to cover all locations of the bidder's operations. The bidder shall furnish certificates of insurance to the Village prior to proceeding with the obligation for services or purchases under this bid. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company. Additional insured status shall be provided by original endorsement as least as broad as CG 20 10 04 13 or CG 20 26 04 13.

The Bidder understands and agrees that any performance bond or insurance protection required by this contract or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

Unless otherwise specified, the limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. Limits will be provided on a per project basis.

(a) Commercial General Liability:

(1) Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

(2) Limits:

General Aggregate	\$ 2,000,000.00
Products/Completed	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

(3) Coverage is to be written on an "occurrence" basis.

(4) Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

(5) Cover all claims arising out of the contractor's operations or premises, subcontractor's operations or premises, anyone directly or indirectly employed by the contractor or subcontractor, and the contractor's obligations of indemnification under this contract.

(b) Worker's Compensation and Employers Liability

(1) The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

(2) The liability limits shall not be less than:

Worker's Compensation.....Statutory

Employer's Liability.....\$1,000,000 per occurrence

© Comprehensive Automobile Liability:

(1) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

(2) Limits:

Bodily Injury and Property Damage, Combined Single Limit \$ 1,000,000.00

8.08 INDEMNITY:

The contractor shall indemnify and save harmless the Village of Arlington Heights, its officers, agents and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his or her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his or her own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

8.09 CERCLA INDEMNIFICATION:

The contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the contractor, both before and after its disposal.

8.10 MATERIAL SAFETY DATA SHEETS:

It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

8.11 EQUAL EMPLOYMENT OPPORTUNITY:

In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

(b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(e) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) That it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) legal recourse, investigative and process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; (vii) protection against retaliation. A copy of the policies shall be provided to the Department upon request.

(g) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(h) That it will include verbatim or by reference the provisions of this clause in every subcontract

GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS 12

**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant SCHOENBERG SALT COMPANY
Name
P.O. BOX 791, CLEMENS, NC 27012
Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, NICHOLAS TRIGODINIS, being first duly sworn on oath, deposes and states that he or she is DIRECTOR (sole owner, partner, joint ventured, President, Secretary, etc..) of SCHOENBERG SALT CO. and has the authority to
(Name of Company)
make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. In the same manner as with other provisions of the contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

9.00 PAYMENT

9.01 INVOICES:

Unless otherwise authorized by the Finance Director, vendor must submit single invoice copies for each purchase order immediately upon completion of shipment, or services. Partial payments may be acceptable if previously approved. If shipment is made by freight or express, original bill of lading, properly receipted, must be attached to invoice. Mail all invoices to:

VILLAGE OF ARLINGTON HEIGHTS
Finance Department, Accounts Payable Division
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005

The Village provides payment in compliance with the Illinois Prompt Payment Act (50 ILCS 505/1 - 505/6).

Illinois Drug Free Workplace Act

The undersigned further states that SCHOENBERG SART CO, provides a
(Name of Company)
drug free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq and provides compliance with
necessary requirements.

Section IV

Tax Payment

The undersigned further states that SCHOENBERG SART CO, is not
(Name of Company)
delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois
Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement
regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows
the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a
condition to the right of the bidder to receive payment under any award made under the terms and
provisions of this bid.

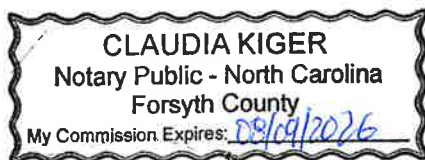
The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: [Signature] DIRECTOR
(Name)
(Title)

Subscribed and sworn to before me this 19th day of November 2024,
AD.

By: [Signature]
(Notary Public)

-Seal-



**VILLAGE OF ARLINGTON HEIGHTS
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: SCHOGNATZ SALT CO

By: NICHOLAS TRIGORIOS





VENDOR QUESTIONNAIRE

Company Name: SCHENBERG BALT CO.
Address: 2585 WEST CUMMINGSVILLE ROAD, WINSTON-SALEM, NC 27128
City: WINSTON-SALEM State: NC Zip: 27128
Phone: 336-575-4887 E-Mail: FXD1966@GMAIL.COM
Commodity: SODIUM FORMATE Years in Business: 127

DBE (Disadvantaged Business Enterprise) Classification: Please indicate your DBE classification below, and provide any agency certifications you have received.

- ☐ MBE (Minority-Owned Business Enterprise): A business that is at least 51 percent owned by one or more minorities. A person who is a U.S. citizen or lawful permanent resident and is African American, Hispanic American, Asian American, Native American, as well as other groups found to be disadvantaged pursuant to Section 8 (a) of the Small Business Act.
- ☒ WBE (Women-Owned Business Enterprise): A business that is at least 51 percent owned by a woman or women who are United States Citizens or lawful permanent residents of the United States.
- ☐ DOBE (Disability-Owned Business Enterprise): A business that is at least 51 percent owned by a person or group of persons with a disability, as recognized by the Americans with Disabilities Act.
- ☐ VOSB (Veteran-Owned Small Business): A business that meets the qualifications to be a small business according to the SBA, and is at least 51 percent owned, operated and controlled by a veteran.
- ☐ Not Applicable

Certifications:
Agency/Institution: WOSB FEDERAL CONTRACT PROGRAM
Phone: 1-800-827-5722 Approval Date: JULY 29, 2024

I hereby certify that the information supplied in this form is complete and correct to the best of my knowledge and belief. I authorize The Village of Arlington Heights to verify any of this information as needed.

Signature: *Nicholas J. Tsigoulas* Title: DIRECTOR
Name: NICHOLAS J. TSIGOULAS Date: 11-19-25

SPECIFICATIONS

VILLAGE OF ARLINGTON HEIGHTS

DEPARTMENT OF PUBLIC WORKS

FURNISHING AND DELIVERING OF SODIUM FORMATE

SCOPE OF WORK

The Vendor shall furnish and deliver Sodium Formate in accordance with the bid documents. Proposals are being requested for per ton contract to provide the specified product.

General Requirements:

1. **Scope:** This specification covers the furnishing and transporting of sodium formate intended for use as a deicer for snow and ice control operations. The Village will purchase and use the material as needed.
2. **Sampling and Testing:** Product must meet specifications of SAE AMS 1431 or latest revision.
3. **Inspection:** The Village reserves the right to make inspection and tests of the sodium formate, either at the origin of the shipment, or unloading points, or at destination, whichever is most convenient to the Village.
4. **Delivery:** Sodium Formate must be transported in a closed box truck or semi-trailer truck to provide protection against the weather. The obligation for the protection of the sodium formate rests solely with the vendor (holder of the purchase order).

Deliveries made by motor truck will be accepted only during regular work days, 7:00 AM – 2:30 PM Monday through Friday. Saturdays and other after hour delivery arrangements need to be approved by the Director of Public Works or designee.

Delivery Location: The vendor shall deliver all material to the Village of Arlington Heights Public Works Facility located at 222 N. Ridge, Arlington Heights, IL 60005.

The product shall be delivered in supersacks each weighing approximately 2,200 pounds.

The Village will make every effort to ensure rapid unloading of trucks.

5. **Sodium Formate:** These requirements cover sodium formate obtained from natural deposits or produced by man. The sodium formate shall meet the following physical and chemical requirements:
 - a. **Physical Composition:**
 - Sodium Formate (HCOONa) appears as a white, hygroscopic solid and is soluble in water.

- Product size is between 2-4mm.

The Village will reject any shipment of sodium formate that is outside of these tolerance limits. The right is also reserved to reject any shipments of deicing material which are delivered in a frozen or caked condition or which contain free water.

b. Chemical Composition:

The sodium formate (HCOONa) content shall be not less than 97.0 percent by weight, anhydrous sodium formate with less than 1% corrosion inhibitors

- c. The sodium formate shall arrive at the Arlington Heights Public Works Facility in a free flowing and usable condition.

6. **Term of Contract:** The term of this contract shall be for a period of time commencing upon execution of the contract and expiring on December 31, 2025.
7. **Basis of Payment:** Sodium formate will be paid for at the contract unit price per ton for furnishing and transporting sodium formate to the Village of Arlington Heights Public Works Facility. Every effort will be made for prompt payment of invoices once received by the Village.
8. **Total Order:** The Village will order the material as needed. The Village will purchase only amounts needed and is not obligated to a specific quantity. The Village historically uses 33 tons.
9. **Invoices and Delivery Tickets:** Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of material delivered. The vendor shall include the release order number and the date of delivery on each delivery ticket. Invoices should be emailed directly to accountspayable@vah.com.

Each delivery ticket shall be a certified scale ticket indicating gross, tare, and net weight of each truckload of Sodium Formate. Unless otherwise directed, each delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material.

10. **Availability:** Successful vendors shall be required to furnish satisfactory evidence that they have or will have stockpiles of material in Illinois or near its boundaries in sufficient quantities to satisfy contractual requirements.

Such stockpiles must be near enough to delivery points to allow for timely deliveries. Successful vendors may also be required to furnish a list of commitments against these stockpiles as a result of other contracts. If, in the opinion of the Village, vendor does not have sufficient stockpile quantities to satisfy contractual requirements, the Village may reward a portion of all of the awards to the vendor(s) offering to honor the contract price or its next lower compliant bid.

11. **Vendor Delivery Contracts:** The successful vendor shall be required to submit to the Village within ten (10) calendar days after receipt of the contract, a list of delivery contacts and phone numbers.

12. **Compliance to Specification:** Vendor or Dealer quoting this product must be reputable with a satisfactory history of providing the product as required in

specifications. If requested, vendor/dealer shall satisfy the purchaser that adequate facilities and financial stability exist.

Any deviations from the specification, or where submitted literature does not fully support the meeting of specifications, must be clearly cited by the vendor/dealer.



VILLAGE OF ARLINGTON HEIGHTS

— INC. 1887 —

Addendum # 1

Date: November 19, 2024

To: All Bidders on the following Project

Project: **Furnishing and Delivering of Sodium Formate**

Bid Opening: Monday November 25, 2024 at 11:00 am

The following addendum shall be included and is considered part of the bid documents. The Bidder shall acknowledge receipt of this addendum and inclusion in the bid by including a signed copy with the sealed bid submitted. Failure to return this form may result in disqualification of the Bidder.

1. Unit of measure change on scope of work:

Total Order: The Village will order the material as needed. The Village will purchase only amounts needed and is not obligated to a specific quantity. The Village historically uses **30 supersacks**.

2. Change on unit of measure and freight. Please see revised Bid Proposal Page on page 2

Bidder's Acknowledgment of Receipt:

Company Name: SCHOENBERG SALT

Signature: *Nicholas Tsikocenis*

Print Name: NICHOLAS TSIKOCENIS

Title: DIRECTOR

Date: 11-20-24

Failure to return this form may result in disqualification of the Bidder.

BID PROPOSAL

VILLAGE OF ARLINGTON HEIGHTS
PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERY OF SODIUM FORMATE

The contractor hereby proposes to provide all material, equipment and the necessary supervision to properly provide the material described in these specifications for the unit price bid provided below.

	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Sodium Formate	Supersack	30	<u>2,150</u> /Supersack	<u>64,500</u>

Freight:

If there is an additional freight charge,
please quote the cost to deliver 10 supersacks at today's prices.

\$1,600.00

Expected delivery time (days) from receipt of purchase order
(initial and subsequent deliveries):

1-2 Days

If bid is selected, be prepared to explain how you calculated freight charges and provide any additional information requested by the Village of Arlington Heights.

Any deviations, exceptions, or proposed substitutions from the technical specifications must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

The Village of Arlington Heights reserves the right to waive any or all technicalities and reject any or all bids.

Company Name: SCHONBERG SALT COMPANY

Address: 2585 WEST CLEMONVILLE ROAD, SUITE 101

City: WINSTON-SALEM State: N.C. Zip: 27028

Agent's Signature: [Signature] Title: DIRECTOR

Phone No. 336-575-4887 Date Submitted: 11-20-24



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
12/16/2024

Item: Resolution Approving the Purchase of Liquid Deicer for the
Parking Garages

Department: Public Works & Engineering

Item Description:

The Public Works and Engineering Department is responsible for winter maintenance operations on all Village-owned streets and parking structures. Liquid deicers are used during winter maintenance events to increase the effectiveness of road salt and to help reduce the amount of salt bouncing off the roadway. Additionally, liquid deicers are used for preventative measures, such as anti-icing operations, to reduce the bond between ice and the street.

Non-chloride liquid deicers are used in parking structures primarily to protect the structural integrity of the facility. Chloride-based deicers, commonly used for melting snow and ice, can have harmful effects on concrete structures. Over time, chlorides penetrate the concrete, reaching the steel reinforcements and causing corrosion. This corrosion leads to cracking, spalling, and possibly even a reduction in the structural durability of the structure. Non-chloride deicers provide a safer alternative as they effectively melt snow and ice without contributing to chloride-induced corrosion of the parking structures.

On December 3, 2024, the Village held a public bid opening for liquid deicer. The Village's Purchasing Coordinator publicly opened and read aloud the following bids. The bid prices are listed below:

- Liquid Deicer - Effective to -20°F: Industrial Systems Ltd. (Lowest Bid Price)
- Liquid Deicer - Effective to -40°F: Kaplan Liquid Solutions (Lowest Bid Price)
- Non-Corrosive - Liquid Deicer Non-Responsive

All bids for the non-corrosive liquid deicer did not meet the Village's specifications and all bids are rejected.

Staff recommends that Industrial Systems LTD, of Richmond, Illinois and Kaplan Liquid Solutions, of Volo, Illinois be awarded the contracts for liquid

deicer up to budgeted amounts. The new contract will be three years, with three, one-year possible contract extensions if both parties agree to terms.

Funding is available in the following Account Numbers: 101-7101-531900, 235-7301-531900, 235-7302-531900, 235-7303-531900

RECOMMENDATION

Public Works and Engineering staff recommends awarding contracts for liquid deicer to Industrial Systems LTD, of Richmond, Illinois and to Kaplan Liquid Solutions, of Volo, Illinois as authorized by the attached resolutions.

ATTACHMENTS:

1. Bid Tabulation - Furnishing and Delivering of Liquid Deicer
2. Resolution Approving Award of Contract for Liquid Deicer (Effective to - 20 degrees Fahrenheit) for Parking Garages and attachment
3. Resolution Approving Award of Contract for Liquid Deicer (Effective to - 40 degrees Fahrenheit) for Parking Garages and attachment

VILLAGE OF ARLINGTON HEIGHTS

Bid Tabulation Sheet

Furnishing and Delivering of Liquid Deicer

The following bids were opened December 3, 2024 at 10:00 a.m., in the Village of Arlington Heights Municipal Building 33 S. Arlington Heights Road, Arlington Heights, IL 60005

BIDDER	Signed Addendum	Liquid Deicer (Effective to -20 Deg F) Cost per Gallon			Liquid Deicer (Effective to -40 Deg F) Cost per Gallon			Non-Corrosive Liquid Deicer Cost per Gallon		
		YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
Industrial Systems Ltd	Y	\$1.77	\$1.78	\$1.79	\$1.88	\$1.89	\$1.90	\$5.70	None	None
K-Tech Specialty Coatings	Y	\$1.76	\$1.76	\$1.76	\$1.91	\$1.91	\$1.91	No Bid	No Bid	No Bid
Schoenberg Salt Co	N									
SNI Solutions	Y	\$1.35	\$1.40	\$1.50	\$1.75	\$1.80	\$1.85	\$2.65	\$2.70	\$2.75
Kaplan Liquid Solutions	Y	\$1.78	\$1.80	\$1.82	\$1.81	\$1.83	\$1.85	\$2.33	\$2.35	\$2.37

Notice: This is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review.

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF A CONTRACT
FOR LIQUID DEICER (EFFECTIVE TO -20 DEGREES FAHRENHEIT)
FOR THE PARKING GARAGES
TO INDUSTRIAL SYSTEMS LTD., OF RICHMOND, ILLIONOIS

WHEREAS, the Village sought bids for the award of a contract for liquid deicer (effective to -20 degrees Fahrenheit) for the parking garages ("*Contract*"); and

WHEREAS, Industrial Systems Ltd. Of Richmond, Illinois ("*Contractor*"), was the lowest responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Contractor will serve and be in the best interest of the Village and its residents;

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

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

SECTION 2. APPROVAL OF CONTRACT. The Board of Trustees hereby approves the Contract by and between the Village and Contractor, in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Administrator and Village Attorney.

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

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, _____.

Village President

ATTEST:

Village Clerk

EXHIBIT A
CONTRACT



Village of Arlington Heights

33 South Arlington Heights Road
Arlington Heights, Illinois 60005
847-368-5000
www.vah.com

NOTICE OF AWARD

Industrial Systems Ltd.
10917 Commercial Street
Richmond, UIL 60071

December 16, 2024

Project Description: Furnishing and Delivering of Liquid Deicer

The Village of Arlington Heights has considered the proposal submitted by your Company for the above-described work in response to its INVITATION FOR BIDS opened December 3, 2024.

YOU ARE HEAREBY NOTIFIED that your proposal/bid has been accepted by the Village Board on December 16, 2024 for Liquid Deicer Effective to -20 degrees F with the following price for three years, with three, one-year possible contract extensions, if both parties agree to terms:

Year 1: \$.77 Year 2: \$.78 Year 3: \$.79

You are required to execute the Contract Documents and provide necessary Insurance documentation within Fifteen (15) days from the date of this Notice to you.

If you fail to execute said Contract within Fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and the Owner will be entitled to such other rights as may be granted by law. Please return signed contracts to Lisa Subrin.

You are required to return an acknowledged copy of this Notice of award to the Village, with two signed copies of the contract.

Dated this 16th day of December, 2024

Village of Arlington Heights

By: _____

Lisa Subrin, Purchasing Coordinator

Acceptance of Notice

Receipt of the above Notice of Award is acknowledged by Industrial Systems Ltd. this _____ of December, 2024.

By: _____

Title: _____

**VILLAGE OF ARLINGTON HEIGHTS
CONTRACT**

This Agreement is made and entered into this 16th day of December, 2024, between the Village of Arlington Heights "Village" and Industrial Systems Ltd., "Vendor."

In consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, the parties agree as follows:

1. The Vendor agrees to do all the work, furnish all materials and all labor necessary to complete the work in full compliance with all of the terms of this agreement and the proposed specifications and the requirements of the Director under it;
2. The Village agrees to pay the Vendor based on unit prices for completion of the work in accordance with the bid documents;
3. It is understood and agreed that the Bid Documents, Specifications, Addenda, and the Bidder's response essential documents for the Furnishing and Delivering of Liquid Deicer. They are attached and hereby made part of this agreement.

are all

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Attest:	Village of Arlington Heights
_____	By: _____
Clerk	Title: _____
(Seal)	Date: _____

Attest:	Bidder:
_____	By: _____
Notary	Title: _____
(Seal)	Date: _____

Subscribed & sworn before me this _____ day of _____ 2024.

**VILLAGE OF ARLINGTON HEIGHTS
FINANCE DEPARTMENT, PURCHASING DIVISION
33 S. ARLINGTON HEIGHTS ROAD**

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

Furnishing and Delivering of Liquid Deicer

Required for Use by: Village of Arlington Heights- Public Works

Bid Deposit: N/A

Performance Bond: N/A

Pre-Bid Meeting: N/A

Date and Time Bids Due: Tuesday December 3, 2024 at 10:00 am

Date and Time of Bid Opening: Tuesday December 3, 2024 at 10:00 am

Project Contact: Dave Scanlon dscanlon@vah.com 847368-5836

Purchasing Coordinator: Lisa Subrin, lsubrin@vah.com, 847-368-5509

In the event bidder cannot submit a bid on the requirements as set forth in the bid documents, he or she should return the bid documents with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the Village's qualified bidder's list, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities.

BID NOTICE

Furnishing and Delivering of Liquid Deicer

Sealed proposals will be received by the Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois, until 10:00 am local time on December 3rd, 2024, at which time they will be publicly opened and read.

This specification covers the furnishing, transporting, and inspection of liquid deicer intended for use as a deicer for snow and ice control operations.

The Village of Arlington Heights reserves the right to reject any or all proposals, to waive informalities in bidding and to accept the proposal deemed by the Board of Trustees to be the most favorable to the interests of the Village.

Specifications/bid documents may be obtained by contacting Lisa Subrin, Purchasing Coordinator, by email at lsubrin@vah.com

For a list of our current bids, visit our website at www.vah.com.

**VILLAGE OF ARLINGTON HEIGHTS
GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS
PURCHASES**

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE VILLAGE OF ARLINGTON HEIGHTS ("VILLAGE"), UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND THE BIDDER CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

1.0 BIDDING PROCEDURES

1.01 PROPOSAL FORMS:

Proposals shall be submitted on the forms provided properly completed in ink, signed in the appropriate places, and submitted in a sealed envelope. All information required by the bidding documents must be supplied to constitute a responsive bid.

1.02 BID DEPOSIT: N/A for this bid

Each bid will be accompanied by a bid guaranty in the form and amount as specified in the Notice to Bidders. When a bid bond is allowed as detailed in the Invitation to Bid, the bid bond will be signed by a surety company authorized to do business in the State of Illinois. Bid deposits shall not exceed 10% of total bid. Bids submitted without the required bid guaranty shall be considered informal and will be rejected. Bid deposits submitted by the successful contractor will be held as security until a contract is signed. Failure to provide goods as agreed, may result in the forfeiture of your bid deposit.

1.03 SUBMISSION OF BIDS:

All bid/proposals must be delivered to the Purchasing Coordinator, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005. All bids submitted must be received in an envelope by the Purchasing Coordinator before the time specified for opening the bid. Bids received prior to the opening will be securely kept, unopened. The Purchasing Coordinator, or their designated agent, will decide when the specified time for the bid opening has arrived, and bids will be opened as soon as practical after the assigned time. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered. Formal bids received after the specified bid time will not be considered and will be returned unopened. No responsibility will attach to the Purchasing Coordinator or to the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

1.04 ADDENDUM:

Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

1.05 SAMPLES:

Samples or drawings requested shall be delivered at no cost to the Village. The Village will not be responsible for damages to samples. Samples will be removed by the bidder within (30) thirty days after notification. Samples must be submitted prior to the time set for the opening of the bid.

1.06 NO BID RESPONSE:

In the event you cannot submit a bid, return the proposal document with an explanation as to why you are unable to submit a bid and clearly mark the proposal "No Bid". Failure to submit a bid or correspondence indicating why a bid is not being submitted may result in your company being removed from the Village Bid List.

1.07 QUESTIONS:

All questions concerning the bid shall be submitted to the Purchasing Division. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five business days prior to the bid opening, if necessary, the Purchasing Division will issue a written response to all bidders in the form of an addendum. Whenever the answer to the question is contained in the bid documents, the bidder shall be directed to the provision within the general conditions which responds to the question. The Village will not be responsible for any other explanation of the specifications made prior to the receipt of bids.

1.08 BIDS BINDING FOR 90 DAYS:

Unless otherwise specified in the specifications, all formal bids submitted shall be binding for ninety (90) calendar days following date of opening.

1.09 BID PROPOSAL FOR ALL OR PART:

Unless otherwise specified, bids shall be submitted for all of the work or items for which the bids are requested.

1.10 ALTERNATE PROPOSALS:

The specifications are prepared to describe the goods and/or service which the Village deems to be in the best interests to meet its performance requirements. Bidders desiring to bid on items which deviate from the stated specifications, but which they believe to be equal, may do so but all specification deviations must be clearly noted on the form provided in the bid package. The Village reserves the right to rule upon specification deviation in a manner that best meets the needs of the Village. If a bidder wishes to submit more than one bid, each bid after the first is to be considered an ALTERNATE. These bids must be placed in SEPARATE envelopes. The envelopes and bid proposal page must be plainly marked, "ALTERNATE BID".

1.11 WITHDRAWAL OF BIDS:

A written request for withdrawal of a bid will be granted if the request is received by the Village prior to the specified time of the opening. After the opening, the bidder may not withdraw or cancel their bid for a period of ninety (90) calendar days, or such longer time as stated in the bid document.

1.12 BID OPENING:

At the time assigned for the opening of formal bids, the bids will be opened and read aloud.

Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

2.00 AWARDING THE BID

2.01 CRITERIA FOR AWARDING BID/RESERVATION OF RIGHTS:

The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Village Board to be in the best interest of the Village, who complies with all the provisions of the invitation to bid. The Village reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom an investigation shows is not in a position to perform the contract. In determining responsibility, the following qualifications will be considered by the Village:

- (a) The product or services offered meets stated specifications.
- (b) The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- (c) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference.
- (d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (e) The quality of performance of previous contracts or services.
- (f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- (g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (h) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- (i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (j) Lowest bids received. Discounts for cash payments may be considered only if discount is clearly written on the proposal page.

2.02 NOTICE OF AWARD:

The Village will accept in writing one of the proposals, within ninety (90) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the Village.

2.03 AWARD OF ALL OR PART:

Unless otherwise specified by the Village, the Village reserves the right to make an award on all items, or on any of the items according to the best interests of the Village. Bidder may restrict their bid to consideration in the aggregate by so stating, but must name a unit price on each item

bid upon. The Village reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.

3.00 BOND REQUIREMENTS N/A for this bid

3.01 EXECUTION OF PERFORMANCE BOND:

When noted in the specifications, the Village reserves the right to require the successful bidder to supply a performance bond within ten (10) calendar days of acceptance of the bidder's proposal by the Village. The performance bond, unless otherwise specified by the Purchasing Division, shall be 100% of the total contract price.

3.02 FAILURE TO FURNISH BOND:

In the event that the bidder fails to furnish the performance bond within ten (10) calendar days after acceptance of bid by the Village, then the bid deposit of the bidder shall be retained by the Village as liquidated damages, it being now agreed that this sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bond.

4.00 SPECIFICATIONS

4.01 NEW GOODS, FRESH STOCK:

Unless otherwise specifically stated, all contractors shall provide new commodities, fresh stock, latest model, design or package.

4.02 TRADE NAME USED BY VILLAGE:

Unless otherwise stated, any reference in the Village's specifications to a detailed manufacturer is for descriptive, not restrictive purposes, indicating articles that are satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states exactly what the bidder proposes to furnish; or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid and that it meets the intended requirements.

4.03 TRADE NAME USED BY BIDDER:

Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the bid.

4.04 PROPOSED EQUIVALENTS:

The manufacturer and model specified is provided to indicate the quality minimums expected by the Village. Where specifications provide detailed information regarding certain manufacturers and models, equivalent products shall be accepted for consideration. Equivalent products shall be equivalent as to quality, function, design, features and overall warranty of products proposed. It shall be the determination of the user department or designee to judge and conclude if a product is acceptable as an equivalent. All products proposed as part of this purchase shall be designed specifically for the intended use.

If no particular brand, model, or make is specified, and if no data are required to be submitted

with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the Village to determine if each requirement of the specifications is being complied with prior to manufacture or shipment

5.00 PRICE

5.01 NET PRICES:

Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by the contractor to delivery point.

5.02 PRICE REDUCTION:

If at any time after the date of the bid or offer the contractor makes a general price reduction in any material covered by the contract, an equivalent price reduction shall apply to the contract for the remaining contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to contractor's customers generally, or (2) in the contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price would not be considered a "general price reduction" under this provision. The contractor shall invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The contractor, in addition, shall within ten calendar days of any general price reduction notify the Purchasing Coordinator of such reduction by letter. Failure to do so may result in termination of the contract.

5.03 TAX EXEMPTION:

Illinois Retailers Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village. The price quoted herein shall include all other Federal and/or State direct and/or indirect taxes which apply.

5.04 ERRORS IN BID PRICES:

When an error is made in extending total prices, the unit bid price will govern. Erasures or changes in bids must be initialed by the bidder.

6.00 QUANTITIES

6.01 SPECIFIC BID QUANTITIES:

Where quantities are specifically stated, acceptance will bind the Village to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract. Acceptance shall be in compliance with the Uniform Commercial Code S2-606.

6.02 REQUIREMENTS OR ESTIMATED BID QUANTITIES:

On "Requirements or Estimated Bid Quantities," acceptance will bind the Village to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Village may purchase as little as zero percent (0%) or as much as one hundred

percent (100%) of the forecasted or estimated quantities.

7.00 DELIVERY PROVISIONS

7.01 PLACING OF ORDER:

Orders against contracts will be placed with the contractor on a purchase order executed and released by the Purchasing Division. Telephone, facsimile or electronic orders placed directly with the contractor by the Purchasing Division may be authorized by the Purchasing Division only after execution of a blanket purchase order.

7.02 RESPONSIBILITY FOR MATERIALS SHIPPED:

The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly within (5) five calendar days after notification or rejection. The bidder shall be responsible for rejected goods after notice of rejection.

7.03 DELIVERY FAILURES:

Failures of a contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Division, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Purchasing Division, shall constitute authority for the Purchasing Division to purchase in the open market articles. With such purchases, either: (1) the contractor shall reimburse the Village, within a reasonable time specified by the Purchasing Division, for any expense incurred in excess of contract prices; or (2) the Village may deduct such amount from monies owed the defaulting contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the Village reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Division.

7.04 PACKAGING AND CONTAINERS:

Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Village unless otherwise specified by bidder in his bid. The shipment shall be properly marked and tagged, stating the contractor's name and purchase order number. All delivery arrangements will be made in advance with the Purchasing Division or designee as specified within the bid document.

7.05 INSPECTION OF GOODS:

Inspections and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.

7.06 PACKING SLIPS OR DELIVERY TICKETS:

All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- (a) Purchase order number
- (b) Name of the article and stock number
- (c) Quantity ordered
- (d) Quantity shipped
- (e) Quantity back ordered
- (f) Name of the contractor

8.00 GENERAL RESPONSIBILITY PROVISIONS

8.01 COMPLIANCE WITH ALL LAWS:

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

8.02 CONTRACT ALTERATIONS:

No amendment of a contract shall be valid unless made in writing and signed by both parties.

8.03 GENERAL GUARANTY: Bidder agrees to:

- (a) Save the Village, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the bidder is not the patentee, assignee, licensee, or owner; and
- (b) Protect the Village against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices; and to comply with all laws, ordinances, and rules of the Village and the State of Illinois.

8.04 DEFAULT:

In the event of the Bidder's nonperformance or breach of the contract terms, the contract may be canceled, in whole or in part, upon the Village's written notice of default and the bidder's failure to cure such default within ten (10) calendar days of the notice. The bidder shall be liable to the Village for all costs incurred in completion of the contract.

The bidder may not be liable in damages for delay in performance when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, or by any other circumstances which are beyond the control of the bidder. Under such circumstances, however, the Village may, at its option, cancel the contract.

8.05 ASSIGNMENT:

Assignment of this contract or any part thereof, or any funds to be received there under by the contractor shall be subject to the written approval of the Village. Such assignment shall not relieve the bidder from their obligations or change the term of the contract.

8.06 WARRANTIES:

Unless otherwise specified, the bidder shall unconditionally guarantee the materials and

workmanship on all equipment furnished by them FOR A MINIMUM PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Village, are due to faulty design and installation, workmanship, or materials, the Village shall notify the bidder. At the bidder's expense, the bidder shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Village.

8.07 INSURANCE:

At the bidder's expense, the bidder shall secure and maintain in effect throughout the duration of this contract, insurance in adequate limits to cover all locations of the bidder's operations. The bidder shall furnish certificates of insurance to the Village prior to proceeding with the obligation for services or purchases under this bid. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company. Additional insured status shall be provided by original endorsement as least as broad as CG 20 10 04 13 or CG 20 26 04 13.

The Bidder understands and agrees that any performance bond or insurance protection required by this contract or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

Unless otherwise specified, the limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. Limits will be provided on a per project basis.

(a) Commercial General Liability:

(1) Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

(2) Limits:

General Aggregate	\$ 2,000,000.00
Products/Completed	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

(3) Coverage is to be written on an "occurrence" basis.

(4) Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

(5) Cover all claims arising out of the contractor's operations or premises, subcontractor's operations or premises, anyone directly or indirectly employed by the contractor or subcontractor, and the contractor's obligations of indemnification under this contract.

(b) Worker's Compensation and Employers Liability

(1) The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

(2) The liability limits shall not be less than:

Worker's Compensation.....	Statutory
Employer's Liability.....	\$1,000,000 per occurrence

© Comprehensive Automobile Liability:

(1) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

(2) Limits:

Bodily Injury and Property Damage, Combined Single Limit

\$ 1,000,000.00

8.08 INDEMNITY:

The contractor shall indemnify and save harmless the Village of Arlington Heights, its officers, agents and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his or her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his or her own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

8.09 CERCLA INDEMNIFICATION:

The contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the contractor, both before and after its disposal.

8.10 MATERIAL SAFETY DATA SHEETS:

It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

8.11 EQUAL EMPLOYMENT OPPORTUNITY:

In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

(b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(e) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) That it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) legal recourse, investigative and process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; (vii) protection against retaliation. A copy of the policies shall be provided to the Department upon request.

(g) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(h) That it will include verbatim or by reference the provisions of this clause in every subcontract

it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. In the same manner as with other provisions of the contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

9.00 PAYMENT

9.01 INVOICES:

Unless otherwise authorized by the Finance Director, vendor must submit single invoice copies for each purchase order immediately upon completion of shipment, or services. Partial payments may be acceptable if previously approved. If shipment is made by freight or express, original bill of lading, properly receipted, must be attached to invoice. Mail all invoices to:

VILLAGE OF ARLINGTON HEIGHTS
Finance Department, Accounts Payable Division
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005

The Village provides payment in compliance with the Illinois Prompt Payment Act (50 ILCS 505/1 - 505/6).

**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant _____
Name

Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, _____, being first duly sworn on oath, deposes and states that he or she is _____ (sole owner, partner, joint ventured, President, Secretary, etc..) of _____ and has the authority to _____
(Name of Company)
make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

Illinois Drug Free Workplace Act

The undersigned further states that _____ provides a
(Name of Company)
drug free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq and provides compliance with
necessary requirements.

Section IV

Tax Payment

The undersigned further states that _____ is not
(Name of Company)
delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: _____
(Name)
(Title)

Subscribed and sworn to before me this _____ day of _____ 20____,
AD.

By: _____
(Notary Public)

-Seal-

**VILLAGE OF ARLINGTON HEIGHTS
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: _____

By: _____



VENDOR QUESTIONNAIRE

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

Commodity: _____ Years in Business: _____

DBE (Disadvantaged Business Enterprise) Classification: Please indicate your DBE classification below, and provide any agency certifications you have received.

- ☐ MBE (Minority-Owned Business Enterprise): A business that is at least 51 percent owned by one or more minorities. A person who is a U.S. citizen or lawful permanent resident and is African American, Hispanic American, Asian American, Native American, as well as other groups found to be disadvantaged pursuant to Section 8 (a) of the Small Business Act.
- ☐ WBE (Women-Owned Business Enterprise): A business that is at least 51 percent owned by a woman or women who are United States Citizens or lawful permanent residents of the United States.
- ☐ DOBE (Disability-Owned Business Enterprise): A business that is at least 51 percent owned by a person or group of persons with a disability, as recognized by the Americans with Disabilities Act.
- ☐ VOSB (Veteran-Owned Small Business): A business that meets the qualifications to be a small business according to the SBA, and is at least 51 percent owned, operated and controlled by a veteran.
- ☐ Not Applicable

Certifications:

Agency/Institution: _____

Phone: _____ Approval Date: _____

I hereby certify that the information supplied in this form is complete and correct to the best of my knowledge and belief. I authorize The Village of Arlington Heights to verify any of this information as needed.

Signature: _____ Title: _____

Name: _____ Date: _____

SPECIFICATIONS

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERING OF LIQUID DEICER (Effective to -20 Degrees Fahrenheit), LIQUID DEICER (Effective to -40 Degrees Fahrenheit), NON-CORROSIVE LIQUID DEICER

SCOPE OF WORK

The Vendor shall furnish, and deliver the Liquid Deicer in accordance with the bid documents. Proposals are being requested for a three year contract to provide these products or services for the period of January 1, 2025 through December 31, 2027.

GENERAL REQUIREMENTS:

1. SCOPE: This specification covers the furnishing, transporting, and inspection of liquid deicer intended for use as a deicer for snow and ice control operations. The Village uses approximately 100,000 gallons of LIQUID DEICER (Effective to -20 Degrees Fahrenheit). 45,000 gallons of LIQUID DEICER (Effective to -40 Degrees Fahrenheit), 9,000 gallons of NON-CORROSIVE LIQUID DEICER. The Village reserves the right to purchase a lesser or a greater quantity with no penalty or increase in price.
2. SAMPLING and TESTING: Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials, and revisions thereof, in effect on the date of the invitation for bids, where such standard methods exist. In case there are no ASTM Standards which apply, applicable standard methods of the American Association of State Highway Transportation Officials, or of the Federal Government or of other recognized standardizing agencies shall be used.
3. INSPECTION: The Village reserves the right to make inspection and tests of the liquid deicer, either at the origin of the shipment, or at destination, whichever is most convenient to the Village.
4. DELIVERY: Liquid Deicer shall be transported properly to provide protection against the weather. The obligation for the protection of the liquid deicer rests solely with the vendor (holder of the purchase order).

Deliveries made by motor truck will be accepted only during regular work days and working hours, except when special arrangements have been made in advance with the Director of Public Works or his designee.

Orders will be made in 4,500 gallon increments, unless otherwise instructed by the Village.

The Village's system is equipped with a 2" male fitting. The vendor will be required to provide a 2" female coupling to facilitate material offloading.

All deliveries shall be made between the hours of 7:00 a.m. to 2:30 p.m., CST, Monday through Friday, unless other arrangements have been made.

Delivery Location: The vendor shall deliver all material to the Village of Arlington Heights Public Works Facility located at 222 N. Ridge, Arlington Heights, IL 60005.

5. LIQUID DEICER:

- A. Effective to -20 Degrees Fahrenheit: The liquid deicer shall consist of a blend of beet juice and sodium chloride brine (or other approved natural materials), designed for use in melting snow and ice on public roadways, streets, and other municipal surfaces. The product shall be formulated to provide effective and environmentally responsible winter road treatment Effective to - 20 degrees Fahrenheit.
- B. Effective to -40 Degrees Fahrenheit: The liquid deicer shall consist of a blend of beet juice and sodium chloride brine (or other approved natural materials), designed for use in melting snow and ice on public roadways, streets, and other municipal surfaces. The product shall be formulated to provide effective and environmentally responsible winter road treatment Effective to - 40 degrees Fahrenheit.
- C. NON-CORROSIVE LIQUID DEICER: The liquid deicer shall be able to be used as an anti-icing agent, prewetting agent or directly onto pavement as a deicer. The liquid shall be able to be added directly to Sodium Formate as a pre-wetting agent without negative side effects. The liquid shall have a freezing point of at least - 75 degrees Fahrenheit below zero. The product shall not contain any chlorides or corrosive additives. The liquid shall be stable and not separate in storage.

***** Vendors are invited to submit bids for individual items listed in the bid specifications. Each item will be evaluated separately based on the criteria set forth in this bid. Bidders may choose to submit a bid for one, several, or all of the items listed. The Village of Arlington Heights reserves the right to award contracts for individual items or groupings of items based on the evaluation of bids.**

*****PLEASE INCLUDE WITH YOUR BID ANY DESCRIPTIVE LITERATURE OF PRODUCT YOU ARE BIDDING.**

6. TERM OF CONTRACT: The initial term of this contract shall be a three year period commencing January 1, 2025 and expiring December 31, 2027. Upon satisfactory completion of the initial three year term of the contract, the VILLAGE may with mutual agreement of the Vendor extend the contract for up to three one-year extensions.

In the event this contract is extended, the CONTRACTOR may, 30 days prior to the extended contract term raise the price for services to be performed under the contract by giving written notice to the VILLAGE. The increase shall not exceed Chicago Consumer Price Index. The increase in contract price shall be effective thirty (30) days after the written notice is given and approved by the VILLAGE. Only one increase shall be allowed in any contract extension period.

7. REFERENCES: The BIDDER shall submit a minimum of three (3) references where similar types of work have been completed within the past three years. The list shall include the name, address and telephone number of the client, the name of the person in charge and a brief description of the work done.
8. BASIS of PAYMENT: The liquid deicer will be paid for at the contract unit price per gallon for furnishing and transporting liquid deicer to the Village of Arlington Heights Public Works Facility.

9. INVOICES and DELIVERY TICKETS: Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of deicer delivered. All invoices should be emailed to accountspayable@vah.com. The vendor shall include the release order number and the date of delivery on each delivery ticket.

Each delivery ticket shall be a certified scale ticket indicating gross, tare, and net weight of each truckload of liquid deicer. Unless otherwise directed, each delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material.

10. BID QUANTITIES: The Village uses annually approximately 100,000 gallons of LIQUID DEICER (Effective to -20 Degrees Fahrenheit). 45,000 gallons of LIQUID DEICER (Effective to -40 Degrees Fahrenheit), 9,000 gallons of NON-CORROSIVE LIQUID DEICER.
11. VENDOR DELIVERY CONTACTS: The successful vendor shall be required to submit to the Village within ten (10) calendar days after receipt of the contract, a list of delivery contacts and phone numbers.
12. EXCLUSIVITY: This contract is a non-exclusive contract with the Village. The Village reserves the right to use other vendors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the Vendor to cease performance of work as directed.

REFERENCES

AGENCY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER _____

CONTACT PERSON _____

DATES OF SERVICE _____

EMAIL ADDRESS _____

CONTRACT AMOUNT IN GALLONS _____

AGENCY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER _____

CONTACT PERSON _____

DATES OF SERVICE _____

EMAIL ADDRESS _____

CONTRACT AMOUNT IN GALLONS _____

AGENCY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER _____

CONTACT PERSON _____

DATES OF SERVICE _____

EMAIL ADDRESS _____

CONTRACT AMOUNT IN GALLONS _____

BID PROPOSAL

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERY OF LIQUID DEICER

The contractor hereby proposes to provide all material, equipment and the necessary supervision to properly provide the material described in these specifications for the unit price bid provided below.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Three Year Unit Price</u>	<u>Total</u>
Liquid Deicer (Effective to -20 Deg F)	100,000 Gal	_____	_____
Liquid Deicer (Effective to -40 Deg F)	45,000 Gal	_____	_____
Non-Corrosive Liquid Deicer	9,000 Gal	_____	_____

- Freight should be included in total bid price

Expected delivery time (days) from receipt of purchase order (initial and subsequent deliveries):

_____ Days

If bid is selected, be prepared to explain how you calculated freight charges and provide any additional information requested by the Village of Arlington Heights.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid, and provide all insurance as required within 10 days after date of award of contract, the Village of Arlington Heights shall, at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void.

Any deviations, exceptions, or proposed substitutions from the technical specifications must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

The Village of Arlington Heights reserves the right to waive any or all technicalities and reject any or all bids.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Agent's Signature: _____ Title: _____

Phone No. _____ Date Submitted: _____

Email Address: _____



VILLAGE OF ARLINGTON HEIGHTS

INC. 1887

Addendum # 1

Date: December 22, 2024

To: All Bidders on the following Project

Project: **Public Works Furnishing and Delivering of Liquid Deicer**

Bid Opening: Tuesday December 3, 2024 at 10:00 am

The following addendum shall be included and is considered part of the bid documents. The Bidder shall acknowledge receipt of this addendum and inclusion in the bid by including a signed copy with the sealed bid submitted. Failure to return this form may result in disqualification of the Bidder.

1. Change on Bid Proposal Yearly Pricing. Please see revised Bid Proposal on page:

Bidder's Acknowledgment of Receipt:

Company Name: Industrial Systems Ltd.
Signature: Greg Schams
Print Name: Greg Schams
Title: President
Date: 11/26/24

Failure to return this form may result in disqualification of the Bidder

Agent's Signature: Greg Schamr Title: President
Phone No. 015-344-5566 Date Submitted: 12/3/24
Email Address: greg@isltd-us

BID PROPOSAL

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERY OF LIQUID DEICER

The contractor hereby proposes to provide all material, equipment and the necessary supervision to properly provide the material described in these specifications for the unit price bid provided below.

Unit	Estimated Quantity	Year 1 Per Gallon	Year 2 Per Gallon	Year 3 Per Gallon
Liquid Deicer (Effective to -20 Deg F)	100,000 Gal	\$0.77	\$0.78	\$0.79
Liquid Deicer (Effective to -40 Deg F)	45,000 Gal	\$0.88	\$0.89	\$0.90
Non-Corrosive Liquid Deicer	9,000 Gal	\$5.70		

- Freight should be included in total bid price

Expected delivery time (days) from receipt of purchase order (initial and subsequent deliveries): 3-5 Days

If bid is selected, be prepared to explain how you calculated freight charges and provide any additional information requested by the Village of Arlington Heights.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid, and provide all insurance as required within 10 days after date of award of contract, the Village of Arlington Heights shall, at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void.

Any deviations, exceptions, or proposed substitutions from the technical specifications must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

The Village of Arlington Heights reserves the right to waive any or all technicalities and reject any or all bids.

Company Name: Industrial Systems Ltd.

Address: 10917 Commercial Dr. Unit 2

City: Richmond State: IL Zip: 60071

**VILLAGE OF ARLINGTON HEIGHTS
FINANCE DEPARTMENT, PURCHASING DIVISION
33 S. ARLINGTON HEIGHTS ROAD**

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

Furnishing and Delivering of Liquid Deicer

Required for Use by: Village of Arlington Heights- Public Works

Bid Deposit: N/A

Performance Bond: N/A

Pre-Bid Meeting: N/A

Date and Time Bids Due: Tuesday December 3, 2024 at 10:00 am

Date and Time of Bid Opening: Tuesday December 3, 2024 at 10:00 am

Project Contact: Dave Scanlon dscanlon@vah.com 847368-5836

Purchasing Coordinator: Lisa Subrin, lsubrin@vah.com, 847-368-5509

In the event bidder cannot submit a bid on the requirements as set forth in the bid documents, he or she should return the bid documents with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the Village's qualified bidder's list, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities.

BID NOTICE

Furnishing and Delivering of Liquid Deicer

Sealed proposals will be received by the Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois, until 10:00 am local time on December 3rd, 2024, at which time they will be publicly opened and read.

This specification covers the furnishing, transporting, and inspection of liquid deicer intended for use as a deicer for snow and ice control operations.

The Village of Arlington Heights reserves the right to reject any or all proposals, to waive informalities in bidding and to accept the proposal deemed by the Board of Trustees to be the most favorable to the interests of the Village.

Specifications/bid documents may be obtained by contacting Lisa Subrin, Purchasing Coordinator, by email at lsubrin@vah.com

For a list of our current bids, visit our website at www.vah.com.

**VILLAGE OF ARLINGTON HEIGHTS
GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS
PURCHASES**

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE VILLAGE OF ARLINGTON HEIGHTS ("VILLAGE"), UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND THE BIDDER CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

1.0 BIDDING PROCEDURES

1.01 PROPOSAL FORMS:

Proposals shall be submitted on the forms provided properly completed in ink, signed in the appropriate places, and submitted in a sealed envelope. All information required by the bidding documents must be supplied to constitute a responsive bid.

1.02 BID DEPOSIT: N/A for this bid

Each bid will be accompanied by a bid guaranty in the form and amount as specified in the Notice to Bidders. When a bid bond is allowed as detailed in the Invitation to Bid, the bid bond will be signed by a surety company authorized to do business in the State of Illinois. Bid deposits shall not exceed 10% of total bid. Bids submitted without the required bid guaranty shall be considered informal and will be rejected. Bid deposits submitted by the successful contractor will be held as security until a contract is signed. Failure to provide goods as agreed, may result in the forfeiture of your bid deposit.

1.03 SUBMISSION OF BIDS:

All bid/proposals must be delivered to the Purchasing Coordinator, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005. All bids submitted must be received in an envelope by the Purchasing Coordinator before the time specified for opening the bid. Bids received prior to the opening will be securely kept, unopened. The Purchasing Coordinator, or their designated agent, will decide when the specified time for the bid opening has arrived, and bids will be opened as soon as practical after the assigned time. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered. Formal bids received after the specified bid time will not be considered and will be returned unopened. No responsibility will attach to the Purchasing Coordinator or to the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

1.04 ADDENDUM:

Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

1.05 SAMPLES:

Samples or drawings requested shall be delivered at no cost to the Village. The Village will not be responsible for damages to samples. Samples will be removed by the bidder within (30) thirty days after notification. Samples must be submitted prior to the time set for the opening of the bid.

1.06 NO BID RESPONSE:

In the event you cannot submit a bid, return the proposal document with an explanation as to why you are unable to submit a bid and clearly mark the proposal "No Bid". Failure to submit a bid or correspondence indicating why a bid is not being submitted may result in your company being removed from the Village Bid List.

1.07 QUESTIONS:

All questions concerning the bid shall be submitted to the Purchasing Division. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five business days prior to the bid opening, if necessary, the Purchasing Division will issue a written response to all bidders in the form of an addendum. Whenever the answer to the question is contained in the bid documents, the bidder shall be directed to the provision within the general conditions which responds to the question. The Village will not be responsible for any other explanation of the specifications made prior to the receipt of bids.

1.08 BIDS BINDING FOR 90 DAYS:

Unless otherwise specified in the specifications, all formal bids submitted shall be binding for ninety (90) calendar days following date of opening.

1.09 BID PROPOSAL FOR ALL OR PART:

Unless otherwise specified, bids shall be submitted for all of the work or items for which the bids are requested.

1.10 ALTERNATE PROPOSALS:

The specifications are prepared to describe the goods and/or service which the Village deems to be in the best interests to meet its performance requirements. Bidders desiring to bid on items which deviate from the stated specifications, but which they believe to be equal, may do so but all specification deviations must be clearly noted on the form provided in the bid package. The Village reserves the right to rule upon specification deviation in a manner that best meets the needs of the Village. If a bidder wishes to submit more than one bid, each bid after the first is to be considered an ALTERNATE. These bids must be placed in SEPARATE envelopes. The envelopes and bid proposal page must be plainly marked, "ALTERNATE BID".

1.11 WITHDRAWAL OF BIDS:

A written request for withdrawal of a bid will be granted if the request is received by the Village prior to the specified time of the opening. After the opening, the bidder may not withdraw or cancel their bid for a period of ninety (90) calendar days, or such longer time as stated in the bid document.

1.12 BID OPENING:

At the time assigned for the opening of formal bids, the bids will be opened and read aloud.

Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

2.00 AWARDING THE BID

2.01 CRITERIA FOR AWARDING BID/RESERVATION OF RIGHTS:

The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Village Board to be in the best interest of the Village, who complies with all the provisions of the invitation to bid. The Village reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom an investigation shows is not in a position to perform the contract. In determining responsibility, the following qualifications will be considered by the Village:

- (a) The product or services offered meets stated specifications.
- (b) The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- (c) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference.
- (d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (e) The quality of performance of previous contracts or services.
- (f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- (g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (h) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- (i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (j) Lowest bids received. Discounts for cash payments may be considered only if discount is clearly written on the proposal page.

2.02 NOTICE OF AWARD:

The Village will accept in writing one of the proposals, within ninety (90) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the Village.

2.03 AWARD OF ALL OR PART:

Unless otherwise specified by the Village, the Village reserves the right to make an award on all items, or on any of the items according to the best interests of the Village. Bidder may restrict their bid to consideration in the aggregate by so stating, but must name a unit price on each item

bid upon. The Village reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.

3.00 BOND REQUIREMENTS N/A for this bid

3.01 EXECUTION OF PERFORMANCE BOND:

When noted in the specifications, the Village reserves the right to require the successful bidder to supply a performance bond within ten (10) calendar days of acceptance of the bidder's proposal by the Village. The performance bond, unless otherwise specified by the Purchasing Division, shall be 100% of the total contract price.

3.02 FAILURE TO FURNISH BOND:

In the event that the bidder fails to furnish the performance bond within ten (10) calendar days after acceptance of bid by the Village, then the bid deposit of the bidder shall be retained by the Village as liquidated damages, it being now agreed that this sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bond.

4.00 SPECIFICATIONS

4.01 NEW GOODS, FRESH STOCK:

Unless otherwise specifically stated, all contractors shall provide new commodities, fresh stock, latest model, design or package.

4.02 TRADE NAME USED BY VILLAGE:

Unless otherwise stated, any reference in the Village's specifications to a detailed manufacturer is for descriptive, not restrictive purposes, indicating articles that are satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states exactly what the bidder proposes to furnish; or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid and that it meets the intended requirements.

4.03 TRADE NAME USED BY BIDDER:

Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the bid.

4.04 PROPOSED EQUIVALENTS:

The manufacturer and model specified is provided to indicate the quality minimums expected by the Village. Where specifications provide detailed information regarding certain manufacturers and models, equivalent products shall be accepted for consideration. Equivalent products shall be equivalent as to quality, function, design, features and overall warranty of products proposed. It shall be the determination of the user department or designee to judge and conclude if a product is acceptable as an equivalent. All products proposed as part of this purchase shall be designed specifically for the intended use.

If no particular brand, model, or make is specified, and if no data are required to be submitted

with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the Village to determine if each requirement of the specifications is being complied with prior to manufacture or shipment

5.00 PRICE

5.01 NET PRICES:

Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by the contractor to delivery point.

5.02 PRICE REDUCTION:

If at any time after the date of the bid or offer the contractor makes a general price reduction in any material covered by the contract, an equivalent price reduction shall apply to the contract for the remaining contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to contractor's customers generally, or (2) in the contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price would not be considered a "general price reduction" under this provision. The contractor shall invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The contractor, in addition, shall within ten calendar days of any general price reduction notify the Purchasing Coordinator of such reduction by letter. Failure to do so may result in termination of the contract.

5.03 TAX EXEMPTION:

Illinois Retailers Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village. The price quoted herein shall include all other Federal and/or State direct and/or indirect taxes which apply.

5.04 ERRORS IN BID PRICES:

When an error is made in extending total prices, the unit bid price will govern. Erasures or changes in bids must be initialed by the bidder.

6.00 QUANTITIES

6.01 SPECIFIC BID QUANTITIES:

Where quantities are specifically stated, acceptance will bind the Village to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract. Acceptance shall be in compliance with the Uniform Commercial Code S2-606.

6.02 REQUIREMENTS OR ESTIMATED BID QUANTITIES:

On "Requirements or Estimated Bid Quantities," acceptance will bind the Village to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Village may purchase as little as zero percent (0%) or as much as one hundred

percent (100%) of the forecasted or estimated quantities.

7.00 DELIVERY PROVISIONS

7.01 PLACING OF ORDER:

Orders against contracts will be placed with the contractor on a purchase order executed and released by the Purchasing Division. Telephone, facsimile or electronic orders placed directly with the contractor by the Purchasing Division may be authorized by the Purchasing Division only after execution of a blanket purchase order.

7.02 RESPONSIBILITY FOR MATERIALS SHIPPED:

The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly within (5) five calendar days after notification or rejection. The bidder shall be responsible for rejected goods after notice of rejection.

7.03 DELIVERY FAILURES:

Failures of a contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Division, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Purchasing Division, shall constitute authority for the Purchasing Division to purchase in the open market articles. With such purchases, either: (1) the contractor shall reimburse the Village, within a reasonable time specified by the Purchasing Division, for any expense incurred in excess of contract prices; or (2) the Village may deduct such amount from monies owed the defaulting contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the Village reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Division.

7.04 PACKAGING AND CONTAINERS:

Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Village unless otherwise specified by bidder in his bid. The shipment shall be properly marked and tagged, stating the contractor's name and purchase order number. All delivery arrangements will be made in advance with the Purchasing Division or designee as specified within the bid document.

7.05 INSPECTION OF GOODS:

Inspections and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.

7.06 PACKING SLIPS OR DELIVERY TICKETS:

All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- (a) Purchase order number
- (b) Name of the article and stock number
- (c) Quantity ordered
- (d) Quantity shipped
- (e) Quantity back ordered
- (f) Name of the contractor

8.00 GENERAL RESPONSIBILITY PROVISIONS

8.01 COMPLIANCE WITH ALL LAWS:

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

8.02 CONTRACT ALTERATIONS:

No amendment of a contract shall be valid unless made in writing and signed by both parties.

8.03 GENERAL GUARANTY: Bidder agrees to:

- (a) Save the Village, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the bidder is not the patentee, assignee, licensee, or owner; and
- (b) Protect the Village against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices; and to comply with all laws, ordinances, and rules of the Village and the State of Illinois.

8.04 DEFAULT:

In the event of the Bidder's nonperformance or breach of the contract terms, the contract may be canceled, in whole or in part, upon the Village's written notice of default and the bidder's failure to cure such default within ten (10) calendar days of the notice. The bidder shall be liable to the Village for all costs incurred in completion of the contract.

The bidder may not be liable in damages for delay in performance when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, or by any other circumstances which are beyond the control of the bidder. Under such circumstances, however, the Village may, at its option, cancel the contract.

8.05 ASSIGNMENT:

Assignment of this contract or any part thereof, or any funds to be received there under by the contractor shall be subject to the written approval of the Village. Such assignment shall not relieve the bidder from their obligations or change the term of the contract.

8.06 WARRANTIES:

Unless otherwise specified, the bidder shall unconditionally guarantee the materials and

workmanship on all equipment furnished by them FOR A MINIMUM PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Village, are due to faulty design and installation, workmanship, or materials, the Village shall notify the bidder. At the bidder's expense, the bidder shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Village.

8.07 INSURANCE:

At the bidder's expense, the bidder shall secure and maintain in effect throughout the duration of this contract, insurance in adequate limits to cover all locations of the bidder's operations. The bidder shall furnish certificates of insurance to the Village prior to proceeding with the obligation for services or purchases under this bid. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company. Additional insured status shall be provided by original endorsement as least as broad as CG 20 10 04 13 or CG 20 26 04 13.

The Bidder understands and agrees that any performance bond or insurance protection required by this contract or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

Unless otherwise specified, the limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. Limits will be provided on a per project basis.

(a) Commercial General Liability:

(1) Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

(2) Limits:

General Aggregate	\$ 2,000,000.00
Products/Completed	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

(3) Coverage is to be written on an "occurrence" basis.

(4) Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

(5) Cover all claims arising out of the contractor's operations or premises, subcontractor's operations or premises, anyone directly or indirectly employed by the contractor or subcontractor, and the contractor's obligations of indemnification under this contract.

(b) Worker's Compensation and Employers Liability

(1) The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

(2) The liability limits shall not be less than:

Worker's Compensation.....	Statutory
Employer's Liability.....	\$1,000,000 per occurrence

© Comprehensive Automobile Liability:

(1) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

(2) Limits:

Bodily Injury and Property Damage, Combined Single Limit

\$ 1,000,000.00

8.08 INDEMNITY:

The contractor shall indemnify and save harmless the Village of Arlington Heights, its officers, agents and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his or her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his or her own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

8.09 CERCLA INDEMNIFICATION:

The contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the contractor, both before and after its disposal.

8.10 MATERIAL SAFETY DATA SHEETS:

It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

8.11 EQUAL EMPLOYMENT OPPORTUNITY:

In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

(b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(e) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) That it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) legal recourse, investigative and process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; (vii) protection against retaliation. A copy of the policies shall be provided to the Department upon request.

(g) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(h) That it will include verbatim or by reference the provisions of this clause in every subcontract

it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. In the same manner as with other provisions of the contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

9.00 PAYMENT

9.01 INVOICES:

Unless otherwise authorized by the Finance Director, vendor must submit single invoice copies for each purchase order immediately upon completion of shipment, or services. Partial payments may be acceptable if previously approved. If shipment is made by freight or express, original bill of lading, properly receipted, must be attached to invoice. Mail all invoices to:

VILLAGE OF ARLINGTON HEIGHTS
Finance Department, Accounts Payable Division
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005

The Village provides payment in compliance with the Illinois Prompt Payment Act (50 ILCS 505/1 - 505/6).

**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant Greg Schams (President of Industrial Systems Ltd.)

Name

10917 Commercial St. St. Unit 2 Richmond, IL 60071

Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, _____ Greg Schams, being first duly sworn on oath, deposes and states that he or she is _____ President _____ (sole owner, partner, joint ventured, President, Secretary, etc..) of _____ Industrial Systems Ltd. _____ and has the authority to _____ (Name of Company) make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

Illinois Drug Free Workplace Act

The undersigned further states that Industrial Systems Ltd.
_____ provides a

(Name of Company)

drug free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq and provides compliance with necessary requirements.

Section IV

Tax Payment

The undersigned further states that Industrial Systems Ltd. _____ is not
(Name of Company)

delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: Greg Schams
(Name)
(Title)

Subscribed and sworn to before me this 2nd day of December 2024
AD.

By: [Signature]
(Notary Public)

-Seal-



**VILLAGE OF ARLINGTON HEIGHTS
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: Industrial Systems Ltd.

By: Greg Schams



VENDOR QUESTIONNAIRE

Company Name: Industrial Systems Ltd.
Address: 10917 Commercial St unit 2
City: Richmond State: IL Zip: 60071
Phone: 815-344-5566 E-Mail: greg@isltd.us
Commodity: Deicers - Liquid Years in Business: 44

DBE (Disadvantaged Business Enterprise) Classification: Please indicate your DBE classification below, and provide any agency certifications you have received.

- ☐ MBE (Minority-Owned Business Enterprise): A business that is at least 51 percent owned by one or more minorities. A person who is a U.S. citizen or lawful permanent resident and is African American, Hispanic American, Asian American, Native American, as well as other groups found to be disadvantaged pursuant to Section 8 (a) of the Small Business Act.
- ☐ WBE (Women-Owned Business Enterprise): A business that is at least 51 percent owned by a woman or women who are United States Citizens or lawful permanent residents of the United States.
- ☐ DOBE (Disability-Owned Business Enterprise): A business that is at least 51 percent owned by a person or group of persons with a disability, as recognized by the Americans with Disabilities Act.
- ☐ VOSB (Veteran-Owned Small Business): A business that meets the qualifications to be a small business according to the SBA, and is at least 51 percent owned, operated and controlled by a veteran.

☒ Not Applicable

Certifications:

Agency/Institution: MA

Phone: _____ Approval Date: _____

I hereby certify that the information supplied in this form is complete and correct to the best of my knowledge and belief. I authorize The Village of Arlington Heights to verify any of this information as needed.

Signature: Greg Schams Title: President
Name: Greg Schams Date: 11/30/24

SPECIFICATIONS

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERING OF LIQUID DEICER (Effective to -20 Degrees Fahrenheit), LIQUID DEICER (Effective to -40 Degrees Fahrenheit), NON-CORROSIVE LIQUID DEICER

SCOPE OF WORK

The Vendor shall furnish, and deliver the Liquid Deicer in accordance with the bid documents. Proposals are being requested for a three year contract to provide these products or services for the period of January 1, 2025 through December 31, 2027.

GENERAL REQUIREMENTS:

1. SCOPE: This specification covers the furnishing, transporting, and inspection of liquid deicer intended for use as a deicer for snow and ice control operations. The Village uses approximately 100,000 gallons of LIQUID DEICER (Effective to -20 Degrees Fahrenheit), 45,000 gallons of LIQUID DEICER (Effective to -40 Degrees Fahrenheit), 9,000 gallons of NON-CORROSIVE LIQUID DEICER. The Village reserves the right to purchase a lesser or a greater quantity with no penalty or increase in price.
2. SAMPLING and TESTING: Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials, and revisions thereof, in effect on the date of the invitation for bids, where such standard methods exist. In case there are no ASTM Standards which apply, applicable standard methods of the American Association of State Highway Transportation Officials, or of the Federal Government or of other recognized standardizing agencies shall be used.
3. INSPECTION: The Village reserves the right to make inspection and tests of the liquid deicer, either at the origin of the shipment, or at destination, whichever is most convenient to the Village.
4. DELIVERY: Liquid Deicer shall be transported properly to provide protection against the weather. The obligation for the protection of the liquid deicer rests solely with the vendor (holder of the purchase order).

Deliveries made by motor truck will be accepted only during regular work days and working hours, except when special arrangements have been made in advance with the Director of Public Works or his designee.

Orders will be made in 4,500 gallon increments, unless otherwise instructed by the Village.

The Village's system is equipped with a 2" male fitting. The vendor will be required to provide a 2" female coupling to facilitate material offloading.

All deliveries shall be made between the hours of 7:00 a.m. to 2:30 p.m., CST, Monday through Friday, unless other arrangements have been made.

Delivery Location: The vendor shall deliver all material to the Village of Arlington Heights Public Works Facility located at 222 N. Ridge, Arlington Heights, IL 60005.

**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant Greg Schams (President of Industrial Systems
Ltd.) _____ Name _____

10917 Commercial St. St. Unit 2 Richmond, IL 60071

Address _____

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, _____ Greg Schams, being first duly sworn on oath, deposes and states that he or she is _____ President _____ (sole owner, partner, joint ventured, President, Secretary, etc..) of _____ Industrial Systems Ltd. _____ and has the authority to _____ (Name of Company) make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

5. LIQUID DEICER:

- A. Effective to -20 Degrees Fahrenheit: The liquid deicer shall consist of a blend of beet juice and sodium chloride brine (or other approved natural materials), designed for use in melting snow and ice on public roadways, streets, and other municipal surfaces. The product shall be formulated to provide effective and environmentally responsible winter road treatment Effective to - 20 degrees Fahrenheit.
- B. Effective to -40 Degrees Fahrenheit: The liquid deicer shall consist of a blend of beet juice and sodium chloride brine (or other approved natural materials), designed for use in melting snow and ice on public roadways, streets, and other municipal surfaces. The product shall be formulated to provide effective and environmentally responsible winter road treatment Effective to - 40 degrees Fahrenheit.
- C. NON-CORROSIVE LIQUID DEICER: The liquid deicer shall be able to be used as an anti-icing agent, prewetting agent or directly onto pavement as a deicer. The liquid shall be able to be added directly to Sodium Formate as a pre-wetting agent without negative side effects. The liquid shall have a freezing point of at least - 75 degrees Fahrenheit below zero. The product shall not contain any chlorides or corrosive additives. The liquid shall be stable and not separate in storage.

***** Vendors are invited to submit bids for individual items listed in the bid specifications. Each item will be evaluated separately based on the criteria set forth in this bid. Bidders may choose to submit a bid for one, several, or all of the items listed. The Village of Arlington Heights reserves the right to award contracts for individual items or groupings of items based on the evaluation of bids.**

*****PLEASE INCLUDE WITH YOUR BID ANY DESCRIPTIVE LITERATURE OF PRODUCT YOU ARE BIDDING.**

6. TERM OF CONTRACT: The initial term of this contract shall be a three year period commencing January 1, 2025 and expiring December 31, 2027. Upon satisfactory completion of the initial three year term of the contract, the VILLAGE may with mutual agreement of the Vendor extend the contract for up to three one-year extensions.

In the event this contract is extended, the CONTRACTOR may, 30 days prior to the extended contract term raise the price for services to be performed under the contract by giving written notice to the VILLAGE. The increase shall not exceed Chicago Consumer Price Index. The increase in contract price shall be effective thirty (30) days after the written notice is given and approved by the VILLAGE. Only one increase shall be allowed in any contract extension period.

7. REFERENCES: The BIDDER shall submit a minimum of three (3) references where similar types of work have been completed within the past three years. The list shall include the name, address and telephone number of the client, the name of the person in charge and a brief description of the work done.
8. BASIS of PAYMENT: The liquid deicer will be paid for at the contract unit price per gallon for furnishing and transporting liquid deicer to the Village of Arlington Heights Public Works Facility.

9. **INVOICES and DELIVERY TICKETS:** Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of deicer delivered. All invoices should be emailed to accountspayable@vah.com. The vendor shall include the release order number and the date of delivery on each delivery ticket.

Each delivery ticket shall be a certified scale ticket indicating gross, tare, and net weight of each truckload of liquid deicer. Unless otherwise directed, each delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material.

10. **BID QUANTITIES:** The Village uses annually approximately 100,000 gallons of LIQUID DEICER (Effective to -20 Degrees Fahrenheit). 45,000 gallons of LIQUID DEICER (Effective to -40 Degrees Fahrenheit), 9,000 gallons of NON-CORROSIVE LIQUID DEICER.

11. **VENDOR DELIVERY CONTACTS:** The successful vendor shall be required to submit to the Village within ten (10) calendar days after receipt of the contract, a list of delivery contacts and phone numbers.

12. **EXCLUSIVITY:** This contract is a non-exclusive contract with the Village. The Village reserves the right to use other vendors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the Vendor to cease performance of work as directed.

REFERENCES

AGENCY NAME City of Crystal Lake
ADDRESS 100 West Woodstock St
CITY, STATE, ZIP CODE Crystal Lake IL 60014
TELEPHONE NUMBER 815-356-3700 x4086
CONTACT PERSON Jim Veugeler
DATES OF SERVICE 2012 to 2024
EMAIL ADDRESS JVeugeler@crystalLake-IL.org
CONTRACT AMOUNT IN GALLONS 35,000

AGENCY NAME LAKE IN THE HILLS
ADDRESS 9010 HAZIGOS Rd.
CITY, STATE, ZIP CODE LAKE IN THE HILLS IL 60102
TELEPHONE NUMBER 847-960-7500
CONTACT PERSON Guy Fehrman
DATES OF SERVICE Since 2010
EMAIL ADDRESS lfehrman@lith.org
~~CONTRACT~~ AMOUNT IN GALLONS 9,000 + /yr.

AGENCY NAME AVON TOWNSHIP
ADDRESS 231 E. MAIN ST.
CITY, STATE, ZIP CODE ROUND LAKE PARK IL 60073
TELEPHONE NUMBER 847-875-5887
CONTACT PERSON Bob
DATES OF SERVICE 2010 until Present
EMAIL ADDRESS bob@avonil.us
CONTRACT AMOUNT IN GALLONS < FTL

INFERNALMELT

InfernalMelt Organic -20

"AFFORDABLE AND SUPERIOR ALTERNATIVE TO HOT BRINE"

DESCRIPTION & USES

InfernalMelt Organic -20 is our standard **InfernalMelt** liquid plus environmentally friendly organic additives to give a residual effect to the product. It has been referred to as "*Liquid Fire!*" Adding the organic polymer helps the salt stay on the pavement making it last longer which means less subsequent application of ice melters. **InfernalMelt Organic -20** is inexpensive and specially blended for cost conscious municipalities & snow removal contractors. It was formulated significantly hotter than products municipalities typically use. It has a low freeze point of **-20°F** and can be used for Pre-wetting rock salt, Anti-icing & De-icing.

InfernalMelt Organic -20 is composed primarily of Calcium, Sodium & Potassium Chlorides along with two agriculturally derived organic polymer additives & a proprietary freeze point depressant. It is artfully blended for maximum melting performance. **InfernalMelt Organic -20** also inhibits corrosion due to the sugar and carbs in the organic component as well as an added corrosion inhibitor. A reduction in corrosion of 50-60% is expected.

APPLICATION GUIDELINES

Liquids are your most valuable tool for lower salt usage & safer pavements. However, liquids are not meant to totally replace dry products. Liquids are most effective when applied to rock salt (pre-wetting) or applied to the pavement before an event (anti-icing). They can be applied to existing snow & ice (de-icing) but there are practical limits as to how much snow & ice liquids can melt after an event. (See section on de-icing*). Because the product has a residual effect it can be applied further in advance of a storm.

Pre-wetting – Application rate is 6 -25 gallons per ton of rock salt at the auger / spinner or onto loader bucket when loading truck. Experts say "**The wetter the better!**"

- ▶ 25%-50% reduction in salt due to reduced bounce & scatter and the organics' residual effect.
- ▶ Melting begins immediately - no waiting for salt to make its own brine.
- ▶ Lower salt consumption from pre-wetting saves money & lowers environmental impact of salt.

Anti-icing – Application rate for anti-icing is 20-30 gallons per lane mile (1/2 to 3/4 gallons per 1000 square feet). For frost prevention use half that. Use solid stream nozzles for roads and fan spray nozzles for parking lots due to less spreading action due to vehicle tires in lots and slower speeds. Apply as soon as practicable before an event or once the event begins.

- ▶ Prevents bonding of snow & ice to pavement speeding up removal operations which saves \$.
- ▶ Can be applied up to 3 days before an event due to the organic additives' residual effect.
- ▶ Superior to dry salt for premium service to customers to reduce slip & fall accidents & liability.
- ▶ Prevents "black Ice".

De-icing – Application rate is 40 gallons per lane mile (1 gallon per 1000 square feet). Rate can be adjusted based on accumulation. Use solid stream nozzles set at higher pressure to help increase penetration down to the pavement to undermine snow & ice.

- ▶ **InfernalMelt Organic -20** begins melting ice & snow immediately upon application.
- ▶ **InfernalMelt Organic -20** melts through up to 1/2" of dry packed snow down to the pavement when using straight stream nozzles where it will spread and break the bond between the ice & snow and the road allowing plows to remove it easily saving time and money.

TYPICAL PROPERTIES

Appearance.....Brown liquid
Specific Gravity.....1.19 -1.31
Weight/gl.....10.2 -10.8
pH.....6.5 -7.5
Freezing Point.....-20°F (-29°C)

Industrial Systems Ltd.

10917 Commercial St. Unit 2 Richmond, IL. 60071

Office 815.344.5566 or 815.344.5588 E-mail: steve@isltd.us

Ice-Melt-Products.com

INFERNALMELT

InfernalMelt Organic -40

Road Ready Organic Polymer Liquid for Pre-wetting, Anti-icing & De-icing!

DESCRIPTION & USES

InfernalMelt Organic -40 is our standard **InfernalMelt** liquid plus organic additives to provide a residual effect to the product. It has been referred to as "*Liquid Fire!*" Adding the organic additives helps the salt stay on the pavement longer which means less subsequent application of ice melters. **InfernalMelt Organic -40** is inexpensive and specially blended for cost conscious municipalities & snow removal contractors. It was formulated much hotter than products municipalities typically use. It has an extra low freeze point of **-40°F** and can be used for pre-wetting rock salt, de-icing and anti-icing procedures.

InfernalMelt Organic -40 is composed primarily of Calcium, Sodium & Potassium Chlorides along with the two agriculturally derived organic polymer additives. It is artfully blended for maximum melting performance but because the blend of chlorides is balanced there is not an excessive amount of any one component. **InfernalMelt Organic -40** also inhibits corrosion due to the sugar & carb laden organic ingredients in it as well as an added corrosion inhibitor. A reduction in corrosion of 50-60% is expected.

APPLICATION GUIDELINES

Liquids are your most valuable tool for lower salt usage & safer pavements. However, liquids are not meant to totally replace dry products. Liquids are most effective when applied to rock salt (pre-wetting) or applied to the pavement before an event (anti-icing). They can be applied to existing snow & ice (de-icing) but there are practical limits as to how much snow & ice liquids can melt after an event. (See section on de-icing*). Because the product has a residual effect it can be applied further in advance of a storm.

Pre-wetting – Application rate is 8 -25 gallons per ton of rock salt at the auger / spinner or onto a loader bucket when loading salt truck. Experts say "**The wetter the better!**"

- ▶ 25%-50% reduction in salt due to reduced bounce & scatter and the organics' residual effect.
- ▶ Melting begins immediately - no waiting for salt to make its own brine.
- ▶ Lower salt consumption from pre-wetting saves money & lowers environmental impact of salt.

Anti-icing – Application rate for anti-icing is 20-30 gallons per lane mile (1/2 to 3/4 gallons per 1000 square feet). For frost prevention use half that. Use solid stream nozzles for roads and fan spray nozzles for parking lots due to less spreading action due to vehicle tires in lots and slower speeds. Apply as soon as practicable before an event or once the event begins.

- ▶ Prevents bonding of snow & ice to pavement speeding up removal operations which saves \$.
- ▶ Can be applied up to 2 days before an event due to the organic additives' residual effect.
- ▶ Superior to dry salt for premium service to customers to reduce slip & fall accidents & liability.
- ▶ Prevents "black Ice".

De-icing – Application rate is 40 gallons per lane mile (1 gallon per 1000 square feet). Rate can be adjusted based on accumulation. Use solid stream nozzles set at higher pressure to help increase penetration down to the pavement to undermine snow & ice.

- ▶ **InfernalMelt Organic -40** begins melting ice & snow immediately upon application.
- ▶ **InfernalMelt Organic -40** melts through up to 1/2" of dry packed snow down to the pavement when using straight stream nozzles where it will spread and break the bond between the ice & snow and the road allowing plows to remove it easily saving time and money.

TYPICAL PROPERTIES

Appearance.....Brown liquid
Specific Gravity.....1.19 -1.31
Weight/gl.....10.2 -10.8
pH.....6.5 -7.5
Freezing Point.....-40°F (-40°C)

This product was formerly named "InfernalMelt Organic" but is now available in -20°F & -40°F formulations since the -40°F version can be considered overkill in milder winter weather.

Industrial Systems Ltd.

10917 Commercial St. Unit 2 Richmond, IL. 60071

Office 815.344.5566 or 815.344.5588 E-mail: steve@isltd.us

Ice-Melt-Products.com



Aqua Hawk

KA-50

A Liquid Deicer

Technical Data

Product Description

AQUA HAWK KA-50 is a potassium acetate based deicing solution that provides reliable anti-icing and deicing performance for while minimizing the environmental impact of chloride, urea-nitrogen and/or glycol based formulations. KA-50 can be used on airport taxiways and runways (meets FAA-approved specifications), for industrial coal mining applications, and in municipal sidewalk, road and bridge, and parking applications.

KA-50 is readily biodegradable, and does not contain chlorides or nitrogen, which can contaminate surface waters.

Product Specifications

Composition	Minimum 50% w/w potassium acetate solution plus corrosion inhibitors
Appearance	Transparent amber solution
Freeze Point	- 70°F (-57 C)
Freeze Point (1:1 dilution in water)	- 4°F (-20 C)
Density	At 68° F 10.8 lbs/gallon
Viscosity	At 77° F 15 cp maximum
Flash Point	Non-flammable
Water Solubility	Complete
pH (neat)	10 – 11
pH (1:1)	8 - 9
Odor	None
BOD _{5-day} at 68° F	<0.25 kg O ₂ / kg KA-50
COD (TOD _{5-day}) at 68° F	<0.36 kg O ₂ / kg KA-50
EPA 40 CFR 797.1400	
96 hour LC₅₀	2,750 mg/L

Examples of Application/Benefits

- Effective to -20° C at 50% dilution resulting in long residual effectiveness
- Can be mixed with dry road salt deicer to improve salt freeze/thaw characteristics application patterns
- Can be used to as an anti-icing application prior to an icing event
- Meets FAA corrosion specifications for use with aluminum, carbon steel, magnesium and titanium alloys, and cadmium plate
- Meets FAA corrosion specifications for concrete
- Safer for bridge decks and other corrosion sensitive roadways than standard road salts
- Non-toxic, non-hazardous to operators and the environment
- Readily biodegradable, exhibiting very low BOD and COD values (< 0.36kg O₂/kg)

Product Application

Pavement (including runways and taxiways, and bridge applications)

KA-50 is generally applied as is (undiluted) using existing spray equipment. Any spray equipment that conveniently and uniformly applies the liquid to the pavement should be acceptable. If the rate of spray application is adjustable, KA-50 should be applied at 0.5 gallons / 1000 ft² of surface area treated. Higher rates of application (up to 1.5 gallons / 1000 ft²) can be made as experience warrants. In general, low spray pressures resulting in large droplet sizes are preferred.

2381 Rosegate • Roseville, MN 55113

612-331-9100 • fax: 612-331-5304 • www.hawkinsinc.com



Aqua Hawk

KA-50

A Liquid Deicer

Technical Data

Coal car loading and unloading (including conveyORIZED belts and mechanical loading equipment)

KA-50 is an effective release agent in the loading and unloading of coal from rail cars. Application of KA-50 to coal and to loading and unloading equipment will minimize adhesion of coal to belts and rail cars. KA-50 will also minimize coal dust generated during handling and transport by absorbing moisture in the air and retaining it in the coal.

It is also possible to combine KA-50 with solid deicers and/or surface abrasives including sand, sodium acetate, sodium chloride, magnesium chloride, and other non-calcium based deicing salts, by applying KA-50 as evenly as possible with the solid deicer during truck loading. Typical addition ratios range from 10-30% KA-50 into the solid deicer blend. KA-50 coated sand and solid deicers offer improve ice melting speed, maximize adherence of particles to treated area, and improve long-term residual performance.

As ice and snow is melted, the KA-50 concentration is diluted by the melt, and the freeze point of the diluted KA-50 is lowered.

Hazard Information

Hazardous Waste & Shipping

Potassium acetate is not a listed hazardous waste. The RCRA regulations define hazardous waste in two ways: a listed hazardous waste or a characteristic hazardous waste. A waste may be considered hazardous if it exhibits any one of four characteristics - corrosivity, toxicity, ignitability, or reactivity. A waste is corrosive under RCRA if it has a pH less than or equal to 2.0 or greater than or equal to 12.5. Potassium acetate is not RCRA corrosive, toxic, ignitable or reactive; therefore, it is not a characteristic hazardous waste.

No Hazardous Components

Potassium acetate contains no hazardous components as described by SARA Title III, Section 302. Nor is potassium acetate designated as a hazardous chemical by the U.S. Department of Transportation.

Spill Handling Procedures

Potassium acetate is not expected to present environmental problems. If product should spill, it should be absorbed and the resulting waste disposed of in a sanitary landfill unless state or local regulations prohibit such disposal.

Equipment Compatibilities

KA-50 is contains a corrosion inhibitor package that protects steel alloys, aluminum alloys, magnesium and titanium alloys, galvanized surfaces, plastics, painted surfaces. Virtually all typical materials of construction are suitable for use with KA-50.

Packaging

- 5-gallon non-returnable plastic pails
- 55-gallon non-returnable plastic drums
- 275-gallon non-returnable totes
- 330-gallon returnable totes (deposit required)
- mini-bulk
- bulk



Aqua Hawk

KA-50

A Liquid Deicer

Technical Data

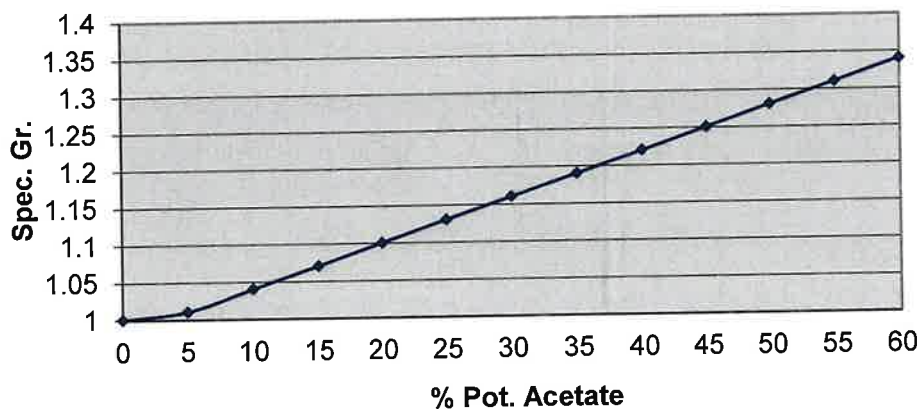
Storage Stability

- 36 months in sealed containers
- 12 months once seal is broken

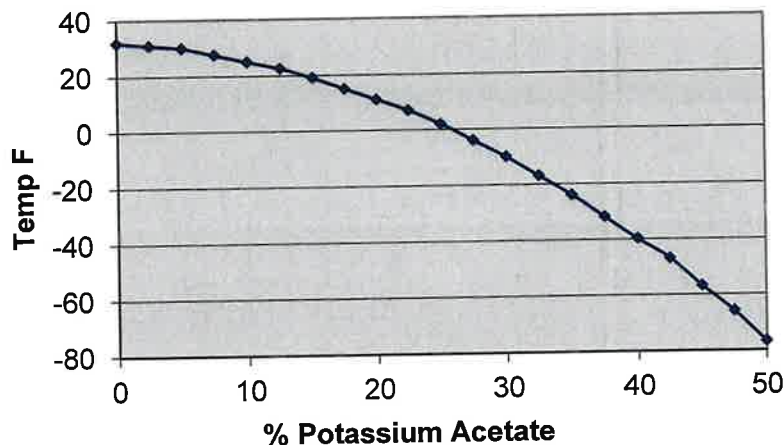
Disposal

Dispose of container and unused contents in accordance with federal, state, and local requirements. Whatever cannot be saved for recovery or recycling should be managed in an appropriate and approved waste disposal facility. Processing, use or contamination of this product may change the waste management options. State and local disposal regulations may differ from federal disposal regulations.

Spec. Gr. Potassium Acetate



Potassium Acetate Freeze Points



Important Notice Regarding the Attached Information:

The statements, technical information and recommendations contained in the accompanying document(s) are based on tests and data that are believed to be reliable. Further, as the actual use of our products by others is beyond our control, no guarantee of any kind is made as to the effects of such use, or the results to be obtained, whether the use is made in accordance with the recommendations or suggestions contained herein or otherwise. The accompanying document(s) is not contractual and NOTHING HEREIN CONSTITUTES A REPRESENTATION OR WARRANTY THAT THE GOODS DESCRIBED ARE FIT FOR A PARTICULAR PURPOSE OF A CUSTOMER or that their use does not conflict with any existing patent rights. The exclusive source of any warranty and of any other customer rights whatsoever is on the Hawkins invoice. Also, since the accompanying data sheet(s) may be provided by electronic media, Hawkins cannot guarantee the accuracy or originality hereof. Any alterations made to the accompanying document(s) other than by Hawkins corporate headquarters is expressly prohibited.

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF A CONTRACT
FOR LIQUID DEICER (EFFECTIVE TO -40 DEGREES FAHRENHEIT)
FOR THE PARKING GARAGES
TO KAPLAN LIQUID SOLUTIONS, OF VOLO, ILLINOIS

WHEREAS, the Village sought bids for the award of a contract for liquid deicer (effective to -40 degrees Fahrenheit) for the parking garages ("*Contract*"); and

WHEREAS, Kaplan Liquid Solutions, of Volo, Illinois ("*Contractor*"), was the lowest responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Contractor will serve and be in the best interest of the Village and its residents;

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

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

SECTION 2. APPROVAL OF CONTRACT. The Board of Trustees hereby approves the Contract by and between the Village and Contractor, in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Administrator and Village Attorney.

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

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, _____.

Village President

ATTEST:

Village Clerk

EXHIBIT A
CONTRACT



Village of Arlington Heights

33 South Arlington Heights Road
Arlington Heights, Illinois 60005
847-368-5000
www.vah.com

NOTICE OF AWARD

Kaplan Liquid Solutions
34523 N. Wilson Road
Ingelside, IL 60041

December 16, 2024

Project Description: Furnishing and Delivering of Liquid Deicer

The Village of Arlington Heights has considered the proposal submitted by your Company for the above-described work in response to its INVITATION FOR BIDS opened December 3, 2024.

YOU ARE HEAREBY NOTIFIED that your proposal/bid has been accepted by the Village Board on December 16, 2024 for Liquid Deicer Effective to -40 degrees F with the following price for three years, with three, one-year possible contract extensions, if both parties agree to terms:

Year 1: \$.81 Year 2: \$.83 Year 3: \$.85

You are required to execute the Contract Documents and provide necessary Insurance documentation within Fifteen (15) days from the date of this Notice to you.

If you fail to execute said Contract within Fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and the Owner will be entitled to such other rights as may be granted by law. Please return signed contracts to Lisa Subrin.

You are required to return an acknowledged copy of this Notice of award to the Village, with two signed copies of the contract.

Dated this 16th day of December, 2024

Village of Arlington Heights

By: _____

Lisa Subrin, Purchasing Coordinator

Acceptance of Notice

Receipt of the above Notice of Award is acknowledged by Kaplan Liquid Solutions this _____ of December, 2024.

By: _____

Title: _____

**VILLAGE OF ARLINGTON HEIGHTS
CONTRACT**

This Agreement is made and entered into this 16th day of December, 2024, between the Village of Arlington Heights "Village" and Kaplan Liquid Solutions, "Vendor."

In consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, the parties agree as follows:

1. The Vendor agrees to do all the work, furnish all materials and all labor necessary to complete the work in full compliance with all of the terms of this agreement and the proposed specifications and the requirements of the Director under it;
2. The Village agrees to pay the Vendor based on unit prices for completion of the work in accordance with the bid documents;
3. It is understood and agreed that the Bid Documents, Specifications, Addenda, and the Bidder's response are all essential documents for the Furnishing and Delivering of Liquid Deicer. They are attached and hereby made part of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Attest:

Village of Arlington Heights

Clerk
(Seal)

By: _____

Title: _____

Date: _____

Attest:

Bidder:

By: _____

Title: _____

Notary
(Seal)

Date: _____

Subscribed & sworn before me this _____ day of _____ 2024.

**VILLAGE OF ARLINGTON HEIGHTS
FINANCE DEPARTMENT, PURCHASING DIVISION
33 S. ARLINGTON HEIGHTS ROAD**

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

Furnishing and Delivering of Liquid Deicer

Required for Use by: Village of Arlington Heights- Public Works

Bid Deposit: N/A

Performance Bond: N/A

Pre-Bid Meeting: N/A

Date and Time Bids Due: Tuesday December 3, 2024 at 10:00 am

Date and Time of Bid Opening: Tuesday December 3, 2024 at 10:00 am

Project Contact: Dave Scanlon dscanlon@vah.com 847368-5836

Purchasing Coordinator: Lisa Subrin, lsubrin@vah.com, 847-368-5509

In the event bidder cannot submit a bid on the requirements as set forth in the bid documents, he or she should return the bid documents with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the Village's qualified bidder's list, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities.

BID NOTICE

Furnishing and Delivering of Liquid Deicer

Sealed proposals will be received by the Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois, until 10:00 am local time on December 3rd, 2024, at which time they will be publicly opened and read.

This specification covers the furnishing, transporting, and inspection of liquid deicer intended for use as a deicer for snow and ice control operations.

The Village of Arlington Heights reserves the right to reject any or all proposals, to waive informalities in bidding and to accept the proposal deemed by the Board of Trustees to be the most favorable to the interests of the Village.

Specifications/bid documents may be obtained by contacting Lisa Subrin, Purchasing Coordinator, by email at lsubrin@vah.com

For a list of our current bids, visit our website at www.vah.com.

**VILLAGE OF ARLINGTON HEIGHTS
GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS
PURCHASES**

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE VILLAGE OF ARLINGTON HEIGHTS ("VILLAGE"), UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND THE BIDDER CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

1.0 BIDDING PROCEDURES

1.01 PROPOSAL FORMS:

Proposals shall be submitted on the forms provided properly completed in ink, signed in the appropriate places, and submitted in a sealed envelope. All information required by the bidding documents must be supplied to constitute a responsive bid.

1.02 BID DEPOSIT: N/A for this bid

Each bid will be accompanied by a bid guaranty in the form and amount as specified in the Notice to Bidders. When a bid bond is allowed as detailed in the Invitation to Bid, the bid bond will be signed by a surety company authorized to do business in the State of Illinois. Bid deposits shall not exceed 10% of total bid. Bids submitted without the required bid guaranty shall be considered informal and will be rejected. Bid deposits submitted by the successful contractor will be held as security until a contract is signed. Failure to provide goods as agreed, may result in the forfeiture of your bid deposit.

1.03 SUBMISSION OF BIDS:

All bid/proposals must be delivered to the Purchasing Coordinator, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005. All bids submitted must be received in an envelope by the Purchasing Coordinator before the time specified for opening the bid. Bids received prior to the opening will be securely kept, unopened. The Purchasing Coordinator, or their designated agent, will decide when the specified time for the bid opening has arrived, and bids will be opened as soon as practical after the assigned time. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered. Formal bids received after the specified bid time will not be considered and will be returned unopened. No responsibility will attach to the Purchasing Coordinator or to the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

1.04 ADDENDUM:

Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

1.05 SAMPLES:

Samples or drawings requested shall be delivered at no cost to the Village. The Village will not be responsible for damages to samples. Samples will be removed by the bidder within (30) thirty days after notification. Samples must be submitted prior to the time set for the opening of the bid.

1.06 NO BID RESPONSE:

In the event you cannot submit a bid, return the proposal document with an explanation as to why you are unable to submit a bid and clearly mark the proposal "No Bid". Failure to submit a bid or correspondence indicating why a bid is not being submitted may result in your company being removed from the Village Bid List.

1.07 QUESTIONS:

All questions concerning the bid shall be submitted to the Purchasing Division. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five business days prior to the bid opening, if necessary, the Purchasing Division will issue a written response to all bidders in the form of an addendum. Whenever the answer to the question is contained in the bid documents, the bidder shall be directed to the provision within the general conditions which responds to the question. The Village will not be responsible for any other explanation of the specifications made prior to the receipt of bids.

1.08 BIDS BINDING FOR 90 DAYS:

Unless otherwise specified in the specifications, all formal bids submitted shall be binding for ninety (90) calendar days following date of opening.

1.09 BID PROPOSAL FOR ALL OR PART:

Unless otherwise specified, bids shall be submitted for all of the work or items for which the bids are requested.

1.10 ALTERNATE PROPOSALS:

The specifications are prepared to describe the goods and/or service which the Village deems to be in the best interests to meet its performance requirements. Bidders desiring to bid on items which deviate from the stated specifications, but which they believe to be equal, may do so but all specification deviations must be clearly noted on the form provided in the bid package. The Village reserves the right to rule upon specification deviation in a manner that best meets the needs of the Village. If a bidder wishes to submit more than one bid, each bid after the first is to be considered an ALTERNATE. These bids must be placed in SEPARATE envelopes. The envelopes and bid proposal page must be plainly marked, "ALTERNATE BID".

1.11 WITHDRAWAL OF BIDS:

A written request for withdrawal of a bid will be granted if the request is received by the Village prior to the specified time of the opening. After the opening, the bidder may not withdraw or cancel their bid for a period of ninety (90) calendar days, or such longer time as stated in the bid document.

1.12 BID OPENING:

At the time assigned for the opening of formal bids, the bids will be opened and read aloud.

Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

2.00 AWARDING THE BID

2.01 CRITERIA FOR AWARDING BID/RESERVATION OF RIGHTS:

The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Village Board to be in the best interest of the Village, who complies with all the provisions of the invitation to bid. The Village reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom an investigation shows is not in a position to perform the contract. In determining responsibility, the following qualifications will be considered by the Village:

- (a) The product or services offered meets stated specifications.
- (b) The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- (c) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference.
- (d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (e) The quality of performance of previous contracts or services.
- (f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- (g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (h) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- (i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (j) Lowest bids received. Discounts for cash payments may be considered only if discount is clearly written on the proposal page.

2.02 NOTICE OF AWARD:

The Village will accept in writing one of the proposals, within ninety (90) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the Village.

2.03 AWARD OF ALL OR PART:

Unless otherwise specified by the Village, the Village reserves the right to make an award on all items, or on any of the items according to the best interests of the Village. Bidder may restrict their bid to consideration in the aggregate by so stating, but must name a unit price on each item

bid upon. The Village reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.

3.00 BOND REQUIREMENTS N/A for this bid

3.01 EXECUTION OF PERFORMANCE BOND:

When noted in the specifications, the Village reserves the right to require the successful bidder to supply a performance bond within ten (10) calendar days of acceptance of the bidder's proposal by the Village. The performance bond, unless otherwise specified by the Purchasing Division, shall be 100% of the total contract price.

3.02 FAILURE TO FURNISH BOND:

In the event that the bidder fails to furnish the performance bond within ten (10) calendar days after acceptance of bid by the Village, then the bid deposit of the bidder shall be retained by the Village as liquidated damages, it being now agreed that this sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bond.

4.00 SPECIFICATIONS

4.01 NEW GOODS, FRESH STOCK:

Unless otherwise specifically stated, all contractors shall provide new commodities, fresh stock, latest model, design or package.

4.02 TRADE NAME USED BY VILLAGE:

Unless otherwise stated, any reference in the Village's specifications to a detailed manufacturer is for descriptive, not restrictive purposes, indicating articles that are satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states exactly what the bidder proposes to furnish; or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid and that it meets the intended requirements.

4.03 TRADE NAME USED BY BIDDER:

Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the bid.

4.04 PROPOSED EQUIVALENTS:

The manufacturer and model specified is provided to indicate the quality minimums expected by the Village. Where specifications provide detailed information regarding certain manufacturers and models, equivalent products shall be accepted for consideration. Equivalent products shall be equivalent as to quality, function, design, features and overall warranty of products proposed. It shall be the determination of the user department or designee to judge and conclude if a product is acceptable as an equivalent. All products proposed as part of this purchase shall be designed specifically for the intended use.

If no particular brand, model, or make is specified, and if no data are required to be submitted

with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the Village to determine if each requirement of the specifications is being complied with prior to manufacture or shipment

5.00 PRICE

5.01 NET PRICES:

Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by the contractor to delivery point.

5.02 PRICE REDUCTION:

If at any time after the date of the bid or offer the contractor makes a general price reduction in any material covered by the contract, an equivalent price reduction shall apply to the contract for the remaining contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to contractor's customers generally, or (2) in the contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price would not be considered a "general price reduction" under this provision. The contractor shall invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The contractor, in addition, shall within ten calendar days of any general price reduction notify the Purchasing Coordinator of such reduction by letter. Failure to do so may result in termination of the contract.

5.03 TAX EXEMPTION:

Illinois Retailers Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village. The price quoted herein shall include all other Federal and/or State direct and/or indirect taxes which apply.

5.04 ERRORS IN BID PRICES:

When an error is made in extending total prices, the unit bid price will govern. Erasures or changes in bids must be initialed by the bidder.

6.00 QUANTITIES

6.01 SPECIFIC BID QUANTITIES:

Where quantities are specifically stated, acceptance will bind the Village to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract. Acceptance shall be in compliance with the Uniform Commercial Code S2-606.

6.02 REQUIREMENTS OR ESTIMATED BID QUANTITIES:

On "Requirements or Estimated Bid Quantities," acceptance will bind the Village to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Village may purchase as little as zero percent (0%) or as much as one hundred

percent (100%) of the forecasted or estimated quantities.

7.00 DELIVERY PROVISIONS

7.01 PLACING OF ORDER:

Orders against contracts will be placed with the contractor on a purchase order executed and released by the Purchasing Division. Telephone, facsimile or electronic orders placed directly with the contractor by the Purchasing Division may be authorized by the Purchasing Division only after execution of a blanket purchase order.

7.02 RESPONSIBILITY FOR MATERIALS SHIPPED:

The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly within (5) five calendar days after notification or rejection. The bidder shall be responsible for rejected goods after notice of rejection.

7.03 DELIVERY FAILURES:

Failures of a contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Division, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Purchasing Division, shall constitute authority for the Purchasing Division to purchase in the open market articles. With such purchases, either: (1) the contractor shall reimburse the Village, within a reasonable time specified by the Purchasing Division, for any expense incurred in excess of contract prices; or (2) the Village may deduct such amount from monies owed the defaulting contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the Village reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Division.

7.04 PACKAGING AND CONTAINERS:

Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Village unless otherwise specified by bidder in his bid. The shipment shall be properly marked and tagged, stating the contractor's name and purchase order number. All delivery arrangements will be made in advance with the Purchasing Division or designee as specified within the bid document.

7.05 INSPECTION OF GOODS:

Inspections and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.

7.06 PACKING SLIPS OR DELIVERY TICKETS:

All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- (a) Purchase order number
- (b) Name of the article and stock number
- (c) Quantity ordered
- (d) Quantity shipped
- (e) Quantity back ordered
- (f) Name of the contractor

8.00 GENERAL RESPONSIBILITY PROVISIONS

8.01 COMPLIANCE WITH ALL LAWS:

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

8.02 CONTRACT ALTERATIONS:

No amendment of a contract shall be valid unless made in writing and signed by both parties.

8.03 GENERAL GUARANTY: Bidder agrees to:

- (a) Save the Village, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the bidder is not the patentee, assignee, licensee, or owner; and
- (b) Protect the Village against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices; and to comply with all laws, ordinances, and rules of the Village and the State of Illinois.

8.04 DEFAULT:

In the event of the Bidder's nonperformance or breach of the contract terms, the contract may be canceled, in whole or in part, upon the Village's written notice of default and the bidder's failure to cure such default within ten (10) calendar days of the notice. The bidder shall be liable to the Village for all costs incurred in completion of the contract.

The bidder may not be liable in damages for delay in performance when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, or by any other circumstances which are beyond the control of the bidder. Under such circumstances, however, the Village may, at its option, cancel the contract.

8.05 ASSIGNMENT:

Assignment of this contract or any part thereof, or any funds to be received there under by the contractor shall be subject to the written approval of the Village. Such assignment shall not relieve the bidder from their obligations or change the term of the contract.

8.06 WARRANTIES:

Unless otherwise specified, the bidder shall unconditionally guarantee the materials and

workmanship on all equipment furnished by them FOR A MINIMUM PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Village, are due to faulty design and installation, workmanship, or materials, the Village shall notify the bidder. At the bidder's expense, the bidder shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Village.

8.07 INSURANCE:

At the bidder's expense, the bidder shall secure and maintain in effect throughout the duration of this contract, insurance in adequate limits to cover all locations of the bidder's operations. The bidder shall furnish certificates of insurance to the Village prior to proceeding with the obligation for services or purchases under this bid. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company. Additional insured status shall be provided by original endorsement as least as broad as CG 20 10 04 13 or CG 20 26 04 13.

The Bidder understands and agrees that any performance bond or insurance protection required by this contract or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

Unless otherwise specified, the limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. Limits will be provided on a per project basis.

(a) Commercial General Liability:

(1) Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

(2) Limits:

General Aggregate	\$ 2,000,000.00
Products/Completed	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

(3) Coverage is to be written on an "occurrence" basis.

(4) Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

(5) Cover all claims arising out of the contractor's operations or premises, subcontractor's operations or premises, anyone directly or indirectly employed by the contractor or subcontractor, and the contractor's obligations of indemnification under this contract.

(b) Worker's Compensation and Employers Liability

(1) The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

(2) The liability limits shall not be less than:

Worker's Compensation.....	Statutory
Employer's Liability.....	\$1,000,000 per occurrence

© Comprehensive Automobile Liability:

(1) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

(2) Limits:

Bodily Injury and Property Damage, Combined Single Limit

\$ 1,000,000.00

8.08 INDEMNITY:

The contractor shall indemnify and save harmless the Village of Arlington Heights, its officers, agents and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his or her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his or her own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

8.09 CERCLA INDEMNIFICATION:

The contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the contractor, both before and after its disposal.

8.10 MATERIAL SAFETY DATA SHEETS:

It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

8.11 EQUAL EMPLOYMENT OPPORTUNITY:

In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

(b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(e) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) That it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) legal recourse, investigative and process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; (vii) protection against retaliation. A copy of the policies shall be provided to the Department upon request.

(g) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(h) That it will include verbatim or by reference the provisions of this clause in every subcontract

it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. In the same manner as with other provisions of the contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

9.00 PAYMENT

9.01 INVOICES:

Unless otherwise authorized by the Finance Director, vendor must submit single invoice copies for each purchase order immediately upon completion of shipment, or services. Partial payments may be acceptable if previously approved. If shipment is made by freight or express, original bill of lading, properly receipted, must be attached to invoice. Mail all invoices to:

VILLAGE OF ARLINGTON HEIGHTS
Finance Department, Accounts Payable Division
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005

The Village provides payment in compliance with the Illinois Prompt Payment Act (50 ILCS 505/1 - 505/6).

**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant _____
Name

Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, _____, being first duly sworn on oath, deposes and states that he or she is _____ (sole owner, partner, joint ventured, President, Secretary, etc..) of _____ and has the authority to
(Name of Company)
make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

Illinois Drug Free Workplace Act

The undersigned further states that _____ provides a
(Name of Company)
drug free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq and provides compliance with
necessary requirements.

Section IV

Tax Payment

The undersigned further states that _____ is not
(Name of Company)
delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois
Compiled Statues, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement
regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows
the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: _____
(Name)
(Title)

Subscribed and sworn to before me this _____ day of _____ 20____,
AD.

By: _____
(Notary Public)

-Seal-

**VILLAGE OF ARLINGTON HEIGHTS
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: _____

By: _____



VENDOR QUESTIONNAIRE

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

Commodity: _____ Years in Business: _____

DBE (Disadvantaged Business Enterprise) Classification: Please indicate your DBE classification below, and provide any agency certifications you have received.

- ☐ MBE (Minority-Owned Business Enterprise): A business that is at least 51 percent owned by one or more minorities. A person who is a U.S. citizen or lawful permanent resident and is African American, Hispanic American, Asian American, Native American, as well as other groups found to be disadvantaged pursuant to Section 8 (a) of the Small Business Act.
- ☐ WBE (Women-Owned Business Enterprise): A business that is at least 51 percent owned by a woman or women who are United States Citizens or lawful permanent residents of the United States.
- ☐ DOBE (Disability-Owned Business Enterprise): A business that is at least 51 percent owned by a person or group of persons with a disability, as recognized by the Americans with Disabilities Act.
- ☐ VOSB (Veteran-Owned Small Business): A business that meets the qualifications to be a small business according to the SBA, and is at least 51 percent owned, operated and controlled by a veteran.
- ☐ Not Applicable

Certifications:

Agency/Institution: _____

Phone: _____ Approval Date: _____

I hereby certify that the information supplied in this form is complete and correct to the best of my knowledge and belief. I authorize The Village of Arlington Heights to verify any of this information as needed.

Signature: _____ Title: _____

Name: _____ Date: _____

SPECIFICATIONS

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERING OF LIQUID DEICER (Effective to -20 Degrees Fahrenheit), LIQUID DEICER (Effective to -40 Degrees Fahrenheit), NON-CORROSIVE LIQUID DEICER

SCOPE OF WORK

The Vendor shall furnish, and deliver the Liquid Deicer in accordance with the bid documents. Proposals are being requested for a three year contract to provide these products or services for the period of January 1, 2025 through December 31, 2027.

GENERAL REQUIREMENTS:

1. SCOPE: This specification covers the furnishing, transporting, and inspection of liquid deicer intended for use as a deicer for snow and ice control operations. The Village uses approximately 100,000 gallons of LIQUID DEICER (Effective to -20 Degrees Fahrenheit). 45,000 gallons of LIQUID DEICER (Effective to -40 Degrees Fahrenheit), 9,000 gallons of NON-CORROSIVE LIQUID DEICER. The Village reserves the right to purchase a lesser or a greater quantity with no penalty or increase in price.
2. SAMPLING and TESTING: Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials, and revisions thereof, in effect on the date of the invitation for bids, where such standard methods exist. In case there are no ASTM Standards which apply, applicable standard methods of the American Association of State Highway Transportation Officials, or of the Federal Government or of other recognized standardizing agencies shall be used.
3. INSPECTION: The Village reserves the right to make inspection and tests of the liquid deicer, either at the origin of the shipment, or at destination, whichever is most convenient to the Village.
4. DELIVERY: Liquid Deicer shall be transported properly to provide protection against the weather. The obligation for the protection of the liquid deicer rests solely with the vendor (holder of the purchase order).

Deliveries made by motor truck will be accepted only during regular work days and working hours, except when special arrangements have been made in advance with the Director of Public Works or his designee.

Orders will be made in 4,500 gallon increments, unless otherwise instructed by the Village.

The Village's system is equipped with a 2" male fitting. The vendor will be required to provide a 2" female coupling to facilitate material offloading.

All deliveries shall be made between the hours of 7:00 a.m. to 2:30 p.m., CST, Monday through Friday, unless other arrangements have been made.

Delivery Location: The vendor shall deliver all material to the Village of Arlington Heights Public Works Facility located at 222 N. Ridge, Arlington Heights, IL 60005.

5. LIQUID DEICER:

- A. Effective to -20 Degrees Fahrenheit: The liquid deicer shall consist of a blend of beet juice and sodium chloride brine (or other approved natural materials), designed for use in melting snow and ice on public roadways, streets, and other municipal surfaces. The product shall be formulated to provide effective and environmentally responsible winter road treatment Effective to - 20 degrees Fahrenheit.
- B. Effective to -40 Degrees Fahrenheit: The liquid deicer shall consist of a blend of beet juice and sodium chloride brine (or other approved natural materials), designed for use in melting snow and ice on public roadways, streets, and other municipal surfaces. The product shall be formulated to provide effective and environmentally responsible winter road treatment Effective to - 40 degrees Fahrenheit.
- C. NON-CORROSIVE LIQUID DEICER: The liquid deicer shall be able to be used as an anti-icing agent, prewetting agent or directly onto pavement as a deicer. The liquid shall be able to be added directly to Sodium Formate as a pre-wetting agent without negative side effects. The liquid shall have a freezing point of at least - 75 degrees Fahrenheit below zero. The product shall not contain any chlorides or corrosive additives. The liquid shall be stable and not separate in storage.

***** Vendors are invited to submit bids for individual items listed in the bid specifications. Each item will be evaluated separately based on the criteria set forth in this bid. Bidders may choose to submit a bid for one, several, or all of the items listed. The Village of Arlington Heights reserves the right to award contracts for individual items or groupings of items based on the evaluation of bids.**

*****PLEASE INCLUDE WITH YOUR BID ANY DESCRIPTIVE LITERATURE OF PRODUCT YOU ARE BIDDING.**

6. TERM OF CONTRACT: The initial term of this contract shall be a three year period commencing January 1, 2025 and expiring December 31, 2027. Upon satisfactory completion of the initial three year term of the contract, the VILLAGE may with mutual agreement of the Vendor extend the contract for up to three one-year extensions.

In the event this contract is extended, the CONTRACTOR may, 30 days prior to the extended contract term raise the price for services to be performed under the contract by giving written notice to the VILLAGE. The increase shall not exceed Chicago Consumer Price Index. The increase in contract price shall be effective thirty (30) days after the written notice is given and approved by the VILLAGE. Only one increase shall be allowed in any contract extension period.

7. REFERENCES: The BIDDER shall submit a minimum of three (3) references where similar types of work have been completed within the past three years. The list shall include the name, address and telephone number of the client, the name of the person in charge and a brief description of the work done.
8. BASIS of PAYMENT: The liquid deicer will be paid for at the contract unit price per gallon for furnishing and transporting liquid deicer to the Village of Arlington Heights Public Works Facility.

9. INVOICES and DELIVERY TICKETS: Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of deicer delivered. All invoices should be emailed to accountspayable@vah.com. The vendor shall include the release order number and the date of delivery on each delivery ticket.

Each delivery ticket shall be a certified scale ticket indicating gross, tare, and net weight of each truckload of liquid deicer. Unless otherwise directed, each delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material.

10. BID QUANTITIES: The Village uses annually approximately 100,000 gallons of LIQUID DEICER (Effective to -20 Degrees Fahrenheit). 45,000 gallons of LIQUID DEICER (Effective to -40 Degrees Fahrenheit), 9,000 gallons of NON-CORROSIVE LIQUID DEICER.
11. VENDOR DELIVERY CONTACTS: The successful vendor shall be required to submit to the Village within ten (10) calendar days after receipt of the contract, a list of delivery contacts and phone numbers.
12. EXCLUSIVITY: This contract is a non-exclusive contract with the Village. The Village reserves the right to use other vendors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the Vendor to cease performance of work as directed.

REFERENCES

AGENCY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER _____

CONTACT PERSON _____

DATES OF SERVICE _____

EMAIL ADDRESS _____

CONTRACT AMOUNT IN GALLONS _____

AGENCY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER _____

CONTACT PERSON _____

DATES OF SERVICE _____

EMAIL ADDRESS _____

CONTRACT AMOUNT IN GALLONS _____

AGENCY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER _____

CONTACT PERSON _____

DATES OF SERVICE _____

EMAIL ADDRESS _____

CONTRACT AMOUNT IN GALLONS _____

BID PROPOSAL

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERY OF LIQUID DEICER

The contractor hereby proposes to provide all material, equipment and the necessary supervision to properly provide the material described in these specifications for the unit price bid provided below.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Three Year Unit Price</u>	<u>Total</u>
Liquid Deicer (Effective to -20 Deg F)	100,000 Gal	_____	_____
Liquid Deicer (Effective to -40 Deg F)	45,000 Gal	_____	_____
Non-Corrosive Liquid Deicer	9,000 Gal	_____	_____

- Freight should be included in total bid price

Expected delivery time (days) from receipt of purchase order (initial and subsequent deliveries):

_____ Days

If bid is selected, be prepared to explain how you calculated freight charges and provide any additional information requested by the Village of Arlington Heights.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid, and provide all insurance as required within 10 days after date of award of contract, the Village of Arlington Heights shall, at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void.

Any deviations, exceptions, or proposed substitutions from the technical specifications must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

The Village of Arlington Heights reserves the right to waive any or all technicalities and reject any or all bids.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Agent's Signature: _____ Title: _____

Phone No. _____ Date Submitted: _____

Email Address: _____



VILLAGE OF ARLINGTON HEIGHTS

INC. 1887

Addendum # 1

Date: December 22, 2024

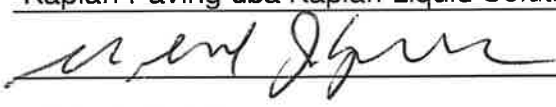
To: All Bidders on the following Project

Project: **Public Works Furnishing and Delivering of Liquid Deicer**
Bid Opening: Tuesday December 3, 2024 at 10:00 am

The following addendum shall be included and is considered part of the bid documents. The Bidder shall acknowledge receipt of this addendum and inclusion in the bid by including a signed copy with the sealed bid submitted. Failure to return this form may result in disqualification of the Bidder.

1. Change on Bid Proposal Yearly Pricing. Please see revised Bid Proposal on page:

Bidder's Acknowledgment of Receipt:

Company Name: Kaplan Paving dba Kaplan Liquid Solutions
Signature: 
Print Name: Michael Krupka
Title: Senior Product Specialist
Date: 12/2/2024

Failure to return this form may result in disqualification of the Bidder

BID PROPOSAL

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERY OF LIQUID DEICER

The contractor hereby proposes to provide all material, equipment and the necessary supervision to properly provide the material described in these specifications for the unit price bid provided below.

Unit	Estimated Quantity	Year 1 Per Gallon	Year 2 Per Gallon	Year 3 Per Gallon
Liquid Deicer (Effective to -20 Deg F)	100,000 Gal	.78	.80	.82
Liquid Deicer (Effective to -40 Deg F)	45,000 Gal	.81	.83	.85
Non-Corrosive Liquid Deicer	9,000 Gal	\$2.33	\$2.35	\$2.37

- Freight should be included in total bid price

Expected delivery time (days) from receipt of purchase order (initial and subsequent deliveries): Within 24 Hours or 1 day

If bid is selected, be prepared to explain how you calculated freight charges and provide any additional information requested by the Village of Arlington Heights.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid, and provide all insurance as required within 10 days after date of award of contract, the Village of Arlington Heights shall, at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void.

Any deviations, exceptions, or proposed substitutions from the technical specifications must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

The Village of Arlington Heights reserves the right to waive any or all technicalities and reject any or all bids.

Company Name: Kaplan Paving dba Kaplan Liquid Solutions

Address: 34523 N Wilson

City: Ingleside State: IL Zip: 60041

Agent's Signature:  Title: Senior Product Specialist
Phone No. 219-477-0437 Date Submitted: 12/2/2024
Email Address: mkrupka@kaplanliquidsolutions.com

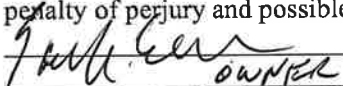
**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant Kaplan Paving dba Kaplan Liquid Solutions

Name

34523 N Wilson. Ingleside, IL 60041

Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, , being first duly sworn on oath, deposes and states that he or she is (sole owner, partner, joint ventured, President, Secretary, etc..) of Kaplan Paving dba Kaplan Liquid Solutions and has the authority to

(Name of Company)

make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

AFFIDAVIT OF COMPLIANCE

Illinois Drug Free Workplace Act

The undersigned further states that Kaplan Paving dba Kaplan Liquid Solutions provides a
(Name of Company)
drug free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq and provides compliance with
necessary requirements.

Section IV

Tax Payment

The undersigned further states that Kaplan Paving dba Kaplan Liquid Solutions is not
(Name of Company)
delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois
Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement
regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows
the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a
condition to the right of the bidder to receive payment under any award made under the terms and
provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: [Signature]
(Name)
(Title)

Subscribed and sworn to before me this 27th day of November 2024,
AD.

By: [Signature]
(Notary Public)

-Seal-



**VILLAGE OF ARLINGTON HEIGHTS
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: Kaplan Paving dba Kaplan Liquid Solutions

By: Michael Krupka



VENDOR QUESTIONNAIRE

Company Name: Kaplan Paving dba Kaplan Liquid Solutions

Address: 34523 N. Wilson

City: Ingleside State: IL Zip: 60041

Phone: 219-477-0437 E-Mail: mkrupka@kaplanliquidsolutions.com

Commodity: Snow Removal Equipment and Liquids Years in Business: 14

DBE (Disadvantaged Business Enterprise) Classification: Please indicate your DBE classification below, and provide any agency certifications you have received.

- ☐ MBE (Minority-Owned Business Enterprise): A business that is at least 51 percent owned by one or more minorities. A person who is a U.S. citizen or lawful permanent resident and is African American, Hispanic American, Asian American, Native American, as well as other groups found to be disadvantaged pursuant to Section 8 (a) of the Small Business Act.
- ☐ WBE (Women-Owned Business Enterprise): A business that is at least 51 percent owned by a woman or women who are United States Citizens or lawful permanent residents of the United States.
- ☐ DOBE (Disability-Owned Business Enterprise): A business that is at least 51 percent owned by a person or group of persons with a disability, as recognized by the Americans with Disabilities Act.
- ☐ VOSB (Veteran-Owned Small Business): A business that meets the qualifications to be a small business according to the SBA, and is at least 51 percent owned, operated and controlled by a veteran.
- ☐ Not Applicable

Certifications:

Agency/Institution: _____

Phone: _____ Approval Date: _____

I hereby certify that the information supplied in this form is complete and correct to the best of my knowledge and belief. I authorize The Village of Arlington Heights to verify any of this information as needed.

Signature:  Title: Senior Product Specialist

Name: Michael Krupka Date: 11/26/2024

SPECIFICATIONS

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERING OF LIQUID DEICER (Effective to -20 Degrees Fahrenheit), LIQUID DEICER (Effective to -40 Degrees Fahrenheit), NON-CORROSIVE LIQUID DEICER

SCOPE OF WORK

The Vendor shall furnish, and deliver the Liquid Deicer in accordance with the bid documents. Proposals are being requested for a three year contract to provide these products or services for the period of January 1, 2025 through December 31, 2027.

GENERAL REQUIREMENTS:

1. SCOPE: This specification covers the furnishing, transporting, and inspection of liquid deicer intended for use as a deicer for snow and ice control operations. The Village uses approximately 100,000 gallons of LIQUID DEICER (Effective to -20 Degrees Fahrenheit). 45,000 gallons of LIQUID DEICER (Effective to -40 Degrees Fahrenheit), 9,000 gallons of NON-CORROSIVE LIQUID DEICER. The Village reserves the right to purchase a lesser or a greater quantity with no penalty or increase in price.
2. SAMPLING and TESTING: Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials, and revisions thereof, in effect on the date of the invitation for bids, where such standard methods exist. In case there are no ASTM Standards which apply, applicable standard methods of the American Association of State Highway Transportation Officials, or of the Federal Government or of other recognized standardizing agencies shall be used.
3. INSPECTION: The Village reserves the right to make inspection and tests of the liquid deicer, either at the origin of the shipment, or at destination, whichever is most convenient to the Village.
4. DELIVERY: Liquid Deicer shall be transported properly to provide protection against the weather. The obligation for the protection of the liquid deicer rests solely with the vendor (holder of the purchase order).

Deliveries made by motor truck will be accepted only during regular work days and working hours, except when special arrangements have been made in advance with the Director of Public Works or his designee.

Orders will be made in 4,500 gallon increments, unless otherwise instructed by the Village.

The Village's system is equipped with a 2" male fitting. The vendor will be required to provide a 2" female coupling to facilitate material offloading.

All deliveries shall be made between the hours of 7:00 a.m. to 2:30 p.m., CST, Monday through Friday, unless other arrangements have been made.

Delivery Location: The vendor shall deliver all material to the Village of Arlington Heights Public Works Facility located at 222 N. Ridge, Arlington Heights, IL 60005.

5. LIQUID DEICER:

- A. Effective to -20 Degrees Fahrenheit: The liquid deicer shall consist of a blend of beet juice and sodium chloride brine (or other approved natural materials), designed for use in melting snow and ice on public roadways, streets, and other municipal surfaces. The product shall be formulated to provide effective and environmentally responsible winter road treatment Effective to - 20 degrees Fahrenheit.
- B. Effective to -40 Degrees Fahrenheit: The liquid deicer shall consist of a blend of beet juice and sodium chloride brine (or other approved natural materials), designed for use in melting snow and ice on public roadways, streets, and other municipal surfaces. The product shall be formulated to provide effective and environmentally responsible winter road treatment Effective to - 40 degrees Fahrenheit.
- C. NON-CORROSIVE LIQUID DEICER: The liquid deicer shall be able to be used as an anti-icing agent, prewetting agent or directly onto pavement as a deicer. The liquid shall be able to be added directly to Sodium Formate as a pre-wetting agent without negative side effects. The liquid shall have a freezing point of at least - 75 degrees Fahrenheit below zero. The product shall not contain any chlorides or corrosive additives. The liquid shall be stable and not separate in storage.

***** Vendors are invited to submit bids for individual items listed in the bid specifications. Each item will be evaluated separately based on the criteria set forth in this bid. Bidders may choose to submit a bid for one, several, or all of the items listed. The Village of Arlington Heights reserves the right to award contracts for individual items or groupings of items based on the evaluation of bids.**

*****PLEASE INCLUDE WITH YOUR BID ANY DESCRIPTIVE LITERATURE OF PRODUCT YOU ARE BIDDING.**

6. TERM OF CONTRACT: The initial term of this contract shall be a three year period commencing January 1, 2025 and expiring December 31, 2027. Upon satisfactory completion of the initial three year term of the contract, the VILLAGE may with mutual agreement of the Vendor extend the contract for up to three one-year extensions.

In the event this contract is extended, the CONTRACTOR may, 30 days prior to the extended contract term raise the price for services to be performed under the contract by giving written notice to the VILLAGE. The increase shall not exceed Chicago Consumer Price Index. The increase in contract price shall be effective thirty (30) days after the written notice is given and approved by the VILLAGE. Only one increase shall be allowed in any contract extension period.

7. REFERENCES: The BIDDER shall submit a minimum of three (3) references where similar types of work have been completed within the past three years. The list shall include the name, address and telephone number of the client, the name of the person in charge and a brief description of the work done.
8. BASIS OF PAYMENT: The liquid deicer will be paid for at the contract unit price per gallon for furnishing and transporting liquid deicer to the Village of Arlington Heights Public Works Facility.

9. INVOICES and DELIVERY TICKETS: Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of deicer delivered. All invoices should be emailed to accountspayable@vah.com. The vendor shall include the release order number and the date of delivery on each delivery ticket.

Each delivery ticket shall be a certified scale ticket indicating gross, tare, and net weight of each truckload of liquid deicer. Unless otherwise directed, each delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material.

10. BID QUANTITIES: The Village uses annually approximately 100,000 gallons of LIQUID DEICER (Effective to -20 Degrees Fahrenheit). 45,000 gallons of LIQUID DEICER (Effective to -40 Degrees Fahrenheit), 9,000 gallons of NON-CORROSIVE LIQUID DEICER.

11. VENDOR DELIVERY CONTACTS: The successful vendor shall be required to submit to the Village within ten (10) calendar days after receipt of the contract, a list of delivery contacts and phone numbers.

12. EXCLUSIVITY: This contract is a non-exclusive contract with the Village. The Village reserves the right to use other vendors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the Vendor to cease performance of work as directed.

REFERENCES

AGENCY NAME Kaplan Snow
 ADDRESS 34523 N. Wilson
 CITY, STATE, ZIP CODE Ingleside, IL 60041
 TELEPHONE NUMBER 847-323-0854
 CONTACT PERSON Scott Greenberg
 DATES OF SERVICE 14 years
 EMAIL ADDRESS sgreenberg@kaplanpaving.com
 CONTRACT AMOUNT IN GALLONS 2,000,000 per year

AGENCY NAME Village of Willow Springs
 ADDRESS 8255 Willow Springs Rd
 CITY, STATE, ZIP CODE Willow Springs, IL 60480
 TELEPHONE NUMBER 708-259-2610
 CONTACT PERSON Keith Grantland
 DATES OF SERVICE 2 Years
 EMAIL ADDRESS kgrantland@willowsprings-il.gov
 CONTRACT AMOUNT IN GALLONS 40,000 per year

AGENCY NAME Reinhardt Landscaping for Rivian Automotive
 ADDRESS 10051 McCue Dr.
 CITY, STATE, ZIP CODE Bloomington, IL 61705
 TELEPHONE NUMBER 847-380-8692
 CONTACT PERSON Randy Sharpe
 DATES OF SERVICE 2 Years
 EMAIL ADDRESS Randy@reinhardtservices.com
 CONTRACT AMOUNT IN GALLONS 300,000 per year

BID PROPOSAL

VILLAGE OF ARLINGTON HEIGHTS PUBLIC WORKS DEPARTMENT

FURNISHING AND DELIVERY OF LIQUID DEICER

The contractor hereby proposes to provide all material, equipment and the necessary supervision to properly provide the material described in these specifications for the unit price bid provided below.

<u>Unit</u>	<u>Estimated Quantity</u>	<u>Three Year Unit Price</u>	<u>Total</u>
Liquid Deicer (Effective to -20 Deg F)	100,000 Gal	.78	\$78,000
Liquid Deicer (Effective to -40 Deg F)	45,000 Gal	.81	\$36,450
Non-Corrosive Liquid Deicer	9,000 Gal	2.33	\$20,970

- Freight should be included in total bid price

Expected delivery time (days) from receipt of purchase order (initial and subsequent deliveries):

1 Days

If bid is selected, be prepared to explain how you calculated freight charges and provide any additional information requested by the Village of Arlington Heights.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid, and provide all insurance as required within 10 days after date of award of contract, the Village of Arlington Heights shall, at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void.

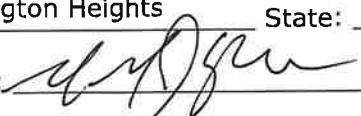
Any deviations, exceptions, or proposed substitutions from the technical specifications must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

The Village of Arlington Heights reserves the right to waive any or all technicalities and reject any or all bids.

Company Name: Kaplan Paving dba Kaplan Liquid Solutions

Address: 34523 N. Wilson

City: Arlington Heights State: IL Zip: 60005

Agent's Signature:  Title: Senior Product Specialist

Phone No. 219-477-0437 Date Submitted: 11/29/2024

Email Address: mkrupka@kaplanliquidsolutions.com

KAPLAN

Kaplan Paving LLC dba Kaplan Liquid Solutions

NATURE of BUSINESS

Since 1979, Kaplan Paving has provided quality paving and concrete services in the greater Chicagoland market.

In 2007, Kaplan expanded into the winter business, opening Kaplan Snow. Today, Kaplan Snow is one of the largest snow contractors in Chicagoland. In 2013, an existing client who had environmental concerns relating to the overuse of rocksalt, asked Kaplan to investigate using liquid deicing technologies as an alternative to more rocksalt. After learning about all the positive benefits of using liquids, Kaplan began to use salt brine and additives, and over the next several years, completely phased out their use of rock salt. Initially, Kaplan bought their salt brine, but as their fleet and customer base grew, so did their need for brine. They built their own salt brine manufacturing facility in Ingleside and have grown with their business. Kaplan makes and uses more than 2,000,000 gallons of salt brine and 500,000 gallons of additive annually.

Today, Kaplan is both the largest user of liquids and operates the largest fleet of liquid snow removal equipment in the Midwest.

In 2021, Kaplan decided to branch out yet again, and formed the entity, "Kaplan Liquid Solutions"(KLS) which would sell Camion Municipal Liquid Snow Equipment, Kaplan Salt Brine and Additives.

Today KLS serves municipalities, contractors, property managers and school districts across the Great Lakes Region that includes IL, IN, MI and WI.

Kaplan Liquid Solutions
34523 N. Wilson Road, Ingleside, IL 60041
www.KaplanLiquidSolutions.com
847-380-8600



Arlington Heights Liquid Delivery Ticket

**Village of Arlington Heights
Public Works Facility
222 N. Ridge,
Arlington Heights, IL
60005**

Liquid Deicing Order

Purchase order number _____

Quantity ordered

_____ -20 Organic Blend (4500 Gallons) 95% Salt Brine/5% Turbo Melt

_____ -40 Organic Blend (4500 Gallons) 90% Salt Brine/10% Turbo Melt

_____ -75 Anti-icing Liquid (4500 Gallons) 100% TurboMelt

Quantity shipped

_____ -20 Organic Blend (4500 Gallons) 95% Salt Brine/5% Turbo Melt

_____ -40 Organic Blend (4500 Gallons) 90% Salt Brine/10% Turbo Melt

_____ -75 Anti-icing Liquid (4500 Gallons) 100% TurboMelt

Quantity back ordered

_____ -20 Organic Blend (4500 Gallons) 95% Salt Brine/5% Turbo Melt

_____ -40 Organic Blend (4500 Gallons) 90% Salt Brine/10% Turbo Melt

_____ -75 Anti-icing Liquid (4500 Gallons) 100% TurboMelt

Received by: _____

Signature

Date

847-380
8600

KAPLAN



APPENDIX I

TURBO MELT



- Performs to -130°F
- Application Rate 17-25 Gallons Per Lane Mile/Acre
- 90% Naturally Less Corrosive
- 100% Biodegradable
- Environmentally Friendly
- More Pet Friendly
- Prevents Bond Between Snow and Pavement
- Eliminates Black Ice
- Eliminates Hard Pack
- Friendly to Hardscapes/Landscapes

CUSTOM BLENDED TURBO GRINE



- Freeze Point -48°F
- Application Rate 35-45 Gallon Per Lane Mile/Acre
- 90% Naturally Less Corrosive
- Less Harmful for our Environment
- Gentle on Hardscapes/Landscapes
- Safer for Pets



STOCKPILE TREATED TURBO SALT



- Performs to -40°F
- Treated at up to 8 Gallons Per Ton
- Application Rate 150 Lbs.-200 Lbs. Per Lane Mile/ Acre
- 90% Naturally Less Corrosive
- No Stockpile Leaching
- Salt Application Rate Reduced 30% - 50%
- Won't Clump or Freeze
- Anti-Icing Residual Residue
- Easier Material Visibility
- Less Harmful for our Environment
- Safer for Pets

BAGGED TURBO MELT



- Performs to -30°F
- 90% Naturally Less Corrosive
- Less Harmful for our Environment
- Safer for Pets
- Reduces Product use by 40%
- Pre-Wet Synergetic Formulation
- Anti-Icing Residual Residue
- Won't Clump or Freeze
- 50 Lb. Bag/49 Bags Per Pallet

WWW.KAPLANLIQUIDSOLUTIONS.COM



Safety Data Sheet

Prepared August 11, 2023

SECTION 1: Identification of Product/Mixture and of the Company

Product Form: Substance: Liquid Mixture
Product Name: Turbo Melt
Product Use: De-icing, Anti-Icing, NaCl Treatment
Manufacture: T.C. Winter Services
P.O. Box 418
Zimmerman, MN 55398
CAS No. No CAS number associated; see section No. 2 for component CAS No.
Synonyms: Turbo Melt, Turbo
Intended Use of Product: Anti-Icing, Deicing, NaCl Treatment
Responsible Party: T.C. Winter Services
P.O. Box 418
Zimmerman, MN 55398
Telephone: 763-420-0927 Extension 4
24 Hour Emergency Contact: 763-222-9378
WHMIS Classification: Not Controlled
Chemical Family: None (BWS)

SECTION 2: Hazards Identification

Classification of the Substance or Mixture

GHS-US Classification: Not Hazardous

Label Elements	Physical	Health	Environment
GHS-US Labeling	Not Hazardous	Not Hazardous	Not Hazardous
Hazard Picotgrams (GHS-US)	Not Hazardous	Not Hazardous	Not Hazardous

SECTION 3: Composition/Information on Ingredients

Name	Product Identifier	Concentration %
Magnesium Chloride	CAS No. 7786-30-3	50-60%
BWS	N/A	50-60%
Water	CAS No. 7732-18-5	4%



Safety Data Sheet

Prepared August 11, 2023

SECTION 4: First Aid Measures

First - Aid measures general: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice.

Route of Entry	Health Hazard	Effect of Exposure to Material	First Aid
Eyes	Yes	May cause irritation to eyes and lids.	Flush eyes with water for 10 minutes. If persist seek medical attention.
Skin	Yes	May cause slight irritation.	Wash with mild soap and water.
Inhalation	Unlikely – Only in the form of a mist	Spray mist may cause irritation of nasal and bronchial passages.	Move to fresh air.
Ingestion	Unlikely – bitter taste, emetic properties	May cause vomiting and tissue irritation.	Rinse with water, seek medical attention.

Most important symptoms and effects, both acute and delayed

Symptoms/injury:	Eye irritant
Symptoms/injury after inhalation:	May cause irritation
Symptoms/injury after ingestion:	May cause vomiting
Symptoms/injury after eye contact:	Causes eye irritation

SECTION 5: Fire Fighting Measures

Extinguishing Media

Suitable extinguishing media: This is a non-combustible product. Appropriate media should be determined by surrounding fire. All forms of extinguishing Media are allowed.

Specific Hazards arising from the chemical: Solution may cause surfaces to become extremely slippery and cause a slip hazard. May emit Chloride gases above 325 F°

Advice for Firefighters

Firefighting instructions: Exercise caution when fighting any chemical fire.

Protection during firefighting: Firefighters should wear full protective gear. Do not enter fire area without protective equipment, including but not limited to respirator protection



Safety Data Sheet

Prepared August 11, 2023

SECTION 6: Accidental Release Measures

Personal precautions, protective equipment and emergency procedures

General Measures:	Care should be taken as the area may become extremely slippery causing a slipping hazard
Spills:	Small spills can be rinsed away with water. Larger spills should be surrounded to contain liquid and either vacuumed up or absorb liquid with absorbent and place in an appropriate container for disposal. Rinse spill area well.
Environmental Concerns:	None

SECTION 7: Handling and Storage

Precautions for safe handling:	Wear goggles and gloves, avoid contact with eyes, skin and clothing. Care should be exercised as not to breathe in spray mist. Wash your hands after handling to prevent from spreading into eyes or skin.
Precautions for safe storage:	Store in a well ventilated area. Avoid contact with aluminum and brass for storage. Carbon steel, polypropylene and most plastics are suitable containers.

SECTION 8: Exposure Controls/Personal Protection

Exposure control:	No special or engineered controls required
Respirator protection:	For areas not well ventilated a NIOSH approved mask is recommended.
Skin protection:	Use of rubber gloves and long sleeve shirts are recommended.
Eye protection:	Use of safety glasses are recommended.

SECTION 9: Physical and Chemical Properties

Physical Properties	
Physical state:	Liquid
Odor and Appearance:	Brown Liquid
Specific Gravity:	1.22-1.29
Evaporation Rate:	Slightly Less than Water
Boiling Point:	Approximately 221°F
Freezing Point:	< -140° F
Solubility:	Soluble in water
PH:	4.5-7
Odor threshold, vapor density, vapor pressure and % volatile: No Data	



Safety Data Sheet

Prepared August 11, 2023

SECTION 10: Stability and Reactivity

Reactivity/Chemical Stability:	Not known to be reactive, Remains stable under typical storage conditions.
Incompatible materials:	Attacks aluminum, brass, strong oxidizers and some soft metals
Decomposition Products:	Product may release chloride gases above 325° F

SECTION 11: Toxicological Information

Ingestion:	Ingestion may cause nausea, vomiting and possibly diarrhea.
Inhalation:	Inhalation of spray mist may cause slight irritation to nasal, throat and bronchial passages.
Eye:	May cause irritation and tearing
Skin:	May cause irritation and rash on extended exposure
Carcinogenicity:	No component is listed as a carcinogen
Reproductive Toxicity:	None
Oral LD50:	8,100 mg/kg
Appraisal:	The material is classified as non-toxic

SECTION 12: Ecological Information

ECO toxicity:	Fathead minnow NOEC: 1.0g/L Selenastrum growth NOEC: 2.0 g/L Ceriodaphnia dubia NOEC 1.0 g/L
Persistence and degradability:	N/A
Bio-accumulative potential:	No data available
Mobility in soil:	No data available
Other adverse effects:	None known

SECTION 13: Disposal Considerations

Material is water soluble & non-toxic, however, dispose of in accordance with local, state and federal regulations.

SECTION 14: Transportation Information

Shipping Name:	Not Required
UN Number:	N/A
Hazard class/Packing group:	N/A
Label Required:	None



Safety Data Sheet

Prepared August 11, 2023

SECTION 15: Regulatory Information

CERCLA: This material is not subject to CERCLA release reporting. Spill reports are required under Federal, state and local regulations

SARA Hazard category: Not a Hazardous material

EPA TSCA Inventory: All components in this material are listed on the EPA TSCA Inventory

WHMIA: Not classified as dangerous or a hazard.

SECTION 16: Other Information

Authoring Date: 08/11/2023 in accordance with CFR 1910.1200

Prepared by: T.C. Winter Services
P.O. Box 418
Zimmerman, MN 55398

NFPA health Hazard: 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given

NFPA Fire Hazard: 0 - Non combustible

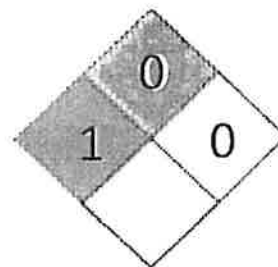
NFPA Reactivity: 0 - Normally stable, even under fire exposure conditions, and is not reactive with water.

HMIS III Rating:

Health: 1 - Slight Hazard - Irritation or minor reversible injury possible

Flammability: 0 - Minimal Hazard

Physical: 0 - Minimal Hazard



This information is based on our current knowledge and is intended to describe the product for the purpose of health, safety and environmental requirements only. It should not be construed as guaranteeing any specific property of the product.

SAFETY DATA SHEET

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

Rev. Num.:03

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Company Identification:

Kaplan Liquid Solutions
34523 N. Wilson Rd.
Ingleside, IL 60041

24 Hour Emergency Telephone : CHEMTREC:1-800-424-9300

Number: CCN678493

International CHEMTREC phone number: +1 703-527-3887

To Request an SDS:

mkrupka@kaplanliquidsolutions.com

Customer Service:

847-380-6800

Product Use:

Ice Melting

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Color: Light
Physical State: Liquid
Odor: Odorless
Signal Word: WARNING

MAJOR HEALTH HAZARDS: CAUSES EYE AND SKIN IRRITATION. HARMFUL IF SWALLOWED.

POTENTIAL HEALTH EFFECTS:

Inhalation: none

Skin contact: Brief contact is essentially nonirritating to skin. Prolonged contact may cause skin irritation, even a burn. Not classified as corrosive to the skin according to DOT guidelines. May cause more severe response if skin is damp. May cause more severe response if skin is abraded (scratched or cut). May cause more severe response on covered skin (under clothing, gloves).

Eye contact: For Liquid: May cause slight eye irritation, mechanical injury only.

Ingestion: Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal irritation or ulceration.

See Section 11: TOXICOLOGICAL INFORMATION

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

Rev. Num.:03

3. COMPOSITION/INFORMATION ON INGREDIENT

Component	%	CAS Number
Sodium chloride	23.3	7647-14-5
Water	76.7	7732-18-5

4. FIRST AID MEASURES

INHALATION: Move person to fresh air; if effects occur, consult a physician.

SKIN CONTACT: Wash off immediately with plenty of water.

EYE CONTACT: Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. If effects occur, consult a physician, preferably an ophthalmologist. May cause injury due to mechanical action.

INGESTION: If swallowed, do not induce vomiting. Give one cup (8 ounces or 240 ml) of water or milk if available and transport to a medical facility. Never give anything by mouth to an unconscious or convulsive person.

Protection of First-Aiders: If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Notes to Physician: Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

5. FIRE-FIGHTING MEASURES

Fire Hazard: This material does not burn

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire.

Fire Fighting: Keep unnecessary people away, isolate hazard area and deny entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray. Wear NIOSH approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Wear protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

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Lower Flammability Level (air): Not applicable**Upper Flammability Level (air):** Not applicable**Flash point:** Not applicable**Autoignition Temperature:** Not applicable

6. ACCIDENTAL RELEASE MEASURES

Occupational Release: Small and large spills: Contain spilled material if possible. Collect in suitable and properly labeled containers. Flush residue with plenty of water. See Section 13, Disposal Considerations, for additional information.

Personal Precautions: Isolate area. Keep unnecessary and unprotected personnel from entering the area. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection. Refer to Section 7, Handling, for additional precautionary measures.

Environmental Precautions: Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

7. HANDLING AND STORAGE

Storage Conditions: Store in a dry place. Protect from atmospheric moisture.

Handling Procedures: Heat developed during diluting or dissolving is very high. Use cool water when diluting or dissolving (temperature less than 80°F, 27°C). Avoid contact with eyes, skin, and clothing. Do not swallow. Wash thoroughly after handling. Keep container tightly closed. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

EXPOSURE CONTROLS / PERSONAL PROTECTION

Regulatory Exposure limit(s): As listed below

OEL: Occupational Exposure Limit; **OSHA:** United States Occupational Safety and Health Administration; **PEL:** Permissible Exposure Limit; **TWA:** Time Weighted Average; **STEL:** Short Term Exposure Limit

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

Rev. Num.:03

Non-Regulatory Exposure limit(s): As listed below

Component	CAS NUMBER	ACGIH TWA	ACGIH STEL	ACGIH CEILING	OSHA TWA (VACATED)	OSHA STEL (VACATED)	OSHA CEILING (VACATED)
Particles Not Otherwise Specified (PNOS)	Not Assigned	TWA 10 mg/m ³ (inhalable) TWA 3 mg/m ³ (respirable)	-----	-----	-----	-----	-----

- The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits shown in the table are the Vacated 1989 PEL's (vacated by 58 FR 35338, June 30, 1993).

- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States. The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

Additional Advice: Ingestion: Use good personal hygiene. Do not consume or store food in the work area. Wash hands before smoking or eating.

ENGINEERING CONTROLS: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

PERSONAL PROTECTIVE EQUIPMENT:

Eye Protection: Wear safety glasses with side-shields. For dusty operations or when handling solutions of the material, wear chemical goggles.

Skin and Body Protection: Wear clean, body-covering clothing

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

Rev. Num.:03

Hand Protection: Use gloves chemically resistant to this material. If hands are cut or scratched, use gloves chemically resistant to this material even for brief exposures. Examples of preferred glove barrier materials include: Neoprene, Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR"). **NOTICE:** The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Respiratory Protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: High efficiency particulate air (HEPA) N95. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Pellets

Color: White

Odor: Odorless

Freezing Point/Range: Not applicable to solids

Melting Point/Range: 772 °C (1,422 °F) Literature Approximately

Decomposition Temperature: Not applicable

Vapor Pressure: Literature negligible at ambient temperature

Vapor Density (air=1): Not applicable

Specific Gravity (water=1): Not applicable to solids

Bulk Density: 58 - 66 lb/ft³ Estimated

Water Solubility: Readily soluble

pH: Not applicable to solids

Flash point: Not applicable

Lower Flammability Level (air): Not applicable

Upper Flammability Level (air): Not applicable

Autoignition Temperature: Not applicable

Hygroscopic: Yes

10. STABILITY AND REACTIVITY

Reactivity/ Stability: Stable. **Conditions to Avoid:** None known. Avoid moisture.

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

Rev. Num.:08

Incompatibilities/ Materials to Avoid: Avoid contact with: Corrosive when wet. Sodium. Reaction of impurity with oxidizing materials

Hazardous Decomposition Products: Does not decompose

Hazardous Polymerization: Will not occur.

11. TOXICOLOGICAL INFORMATION

TOXICITY DATA:

LD50 Oral: Typical for this family of materials. LD50, Rat 918 - 1,668 mg/kg

LD50 Dermal: For the major component(s): LD50, Rabbit > 5,000 mg/kg

CHRONIC TOXICITY:

sodium chloride has shown a strong association between elevated blood pressure and prolonged dietary overuse. Related effects could occur in the kidneys.

CARCINOGENICITY: This product is not classified as a carcinogen by NTP, IARC or OSHA.

MUTAGENIC DATA: The data presented are for the following material: Sodium chloride) – : Sodium chloride – In vitro genetic toxicity studies were predominantly negative.

DEVELOPMENTAL TOXICITY: For the major component(s): Did not cause birth defects or any other fetal effects in laboratory animals.

12. ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

Aquatic Toxicity:

Material is practically non-toxic to aquatic organisms on an acute basis
(LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested)

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

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Freshwater Fish Toxicity:Sodium Chloride: LC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l**Invertebrate Toxicity:**Sodium Chloride: LC50, water flea *Daphnia magna*: 4,571 mg/l**Algae Toxicity:**

Sodium Chloride: IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

FATE AND TRANSPORT:**BIODEGRADATION:** Biodegradation is not applicable.**BIOCONCENTRATION:** No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

13. DISPOSAL CONSIDERATIONS

Reuse or recycle if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Report spills if applicable. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Landfill and waste water treatment system.

14. TRANSPORT INFORMATION

U.S. DOT 49 CFR 172.101:**Status:** Not regulated**CANADIAN TRANSPORTATION OF DANGEROUS GOODS:****Status:** Not regulated

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

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15. REGULATORY INFORMATION**U.S. REGULATIONS****-OSHA REGULATORY STATUS:**

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

-CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4): Not regulated.

-EPCRA EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30): Not regulated

-EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):

Acute Health Hazard

-EPCRA SECTION 313 (40 CFR 372.65):

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

-OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119): Not regulated

NATIONAL INVENTORY STATUS

-U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA): All components are listed or exempt

-TSCA 12(b): This product is not subject to export notification

-Canadian Chemical Inventory: Canadian Chemical Inventory:

STATE REGULATIONS

California Proposition 65: This product is not listed, but it may contain impurities/trace elements known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act. **WARNING:** This product (when used in aqueous formulations with a chemical oxidizer such as ozone) may react to form calcium bromate, a chemical known to the State of California to cause cancer.

Calcium Chloride	
California Proposition 65 Cancer WARNING:	Not Listed

Salt Brine, Brine Made Easy Brine

SDS NO: Salt Brine

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Rev. Num.:03

Calcium Chloride	
California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed
New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed
Potassium Chloride	
California Proposition 65 Cancer WARNING:	Not Listed
California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed
New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed
Sodium chloride	
California Proposition 65 Cancer WARNING:	Not Listed
California Proposition 65 CRT List - Male	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed
New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed

CANADIAN REGULATIONS

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.

WHMIS - Classifications of Substances:

- D2B - Poisonous and Infectious Material; Materials causing other toxic effects - Toxic material

SDS NO: Salt Brine

Rev. Date: 09-Jan-2018

Rev. Num.:03

16. OTHER INFORMATION

Prepared by: Kaplan Liquid Solution

Disclaimer: A Brine chloride product - Snow and ice melting. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use in Section 1 of this SDS, please contact your sales or technical service representative.

This information is intended solely for the use of individuals trained in the NFPA and/or HMIS systems.

HMIS: (SCALE 0-4) (Rated using National Paint & Coatings Association HMIS: Rating Instructions, 2nd Edition)

Health: 2 Flammability: 0 Reactivity: 0

NFPA 704 - Hazard Identification Ratings (SCALE 0-4)

Health: 1 Flammability: 0 Reactivity: 0

Reason for Revision:

- Three year review
- Updated the (M)SDS header
- Updated 24 Hour Emergency Telephone Number: SEE SECTION 1
- Format change to sections: .?
- Modified Exposure Limit Information: SEE SECTION 8
- Revised Canadian Domestic Substance List language: SEE SECTION 15
- Revised California Proposition 65 Statement: SEE SECTION 15
- Revised Preparer Information: SEE SECTION 16
- Added "End of Safety Data Sheet" phrase

IMPORTANT: The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and Deicing Depot assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws.

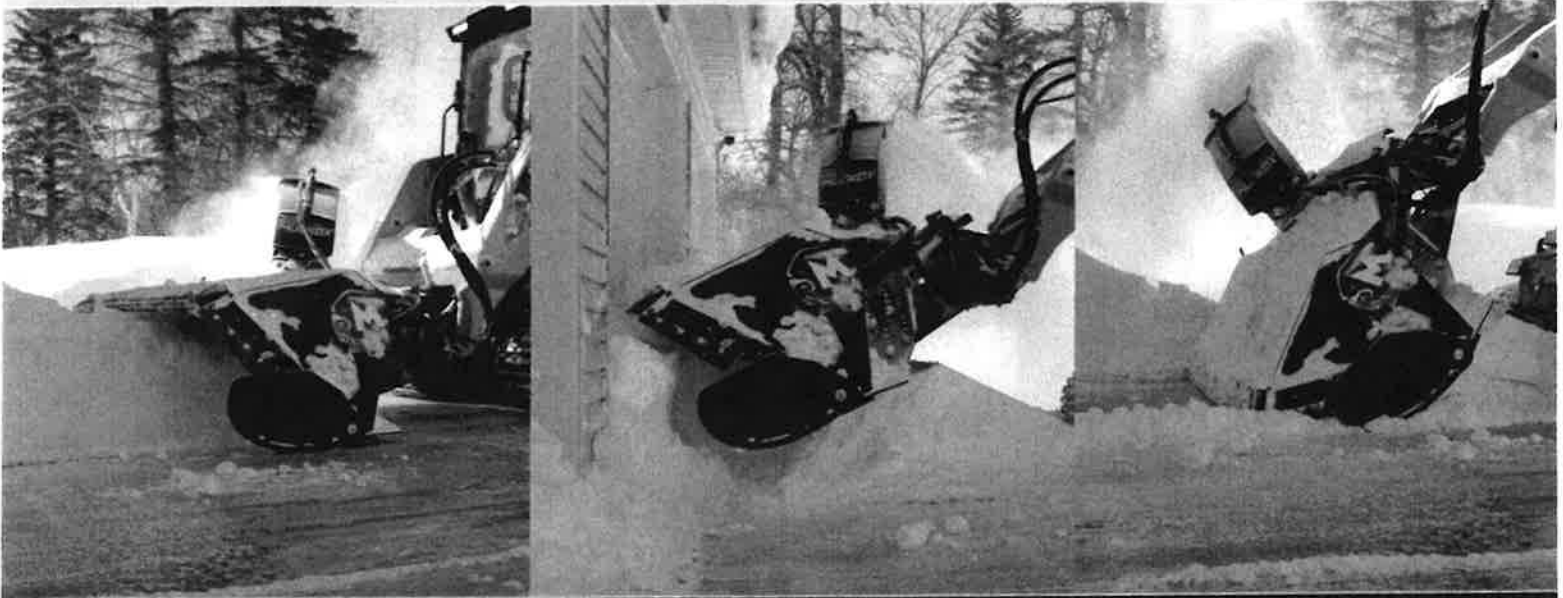
OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees

Page 10 of 10

MUSKOX

SNOWBLOWERS (THAT BACKDRAG)

NOW AVAILABLE IN THREE SIZES: 60" 78" & 90" WIDE



FEATURES



- 1 LEVELING WHEEL**
Line up the MUSKOX perfect every time.
• Train new users fast.
• Run the MUSKOX in the optimal position.

- 2 LOWERED CHUTE**
The lower height of the chute gives you excellent visibility and reduces the risk of plugging.

HYDRAULIC FLOW

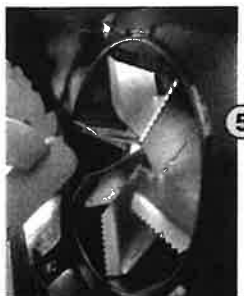
MUSKOX 24-60 • Low, Medium, & High Flow (17-50 GPM)

MUSKOX 24-78 • Low, Medium, & High Flow (14-50 GPM)

MUSKOX 24-90 • High Flow (34-50 GPM)

- 3 TOP RUBBER CUT EDGE**
Rubber Cut Edge engages when backdragging.
• Protects delicate substrates
• Squeegee away moisture, which requires less salting.

- 4 CHAIN TENSIONER**
New spring chain tensioning system is easily adjusted from outside the blower.

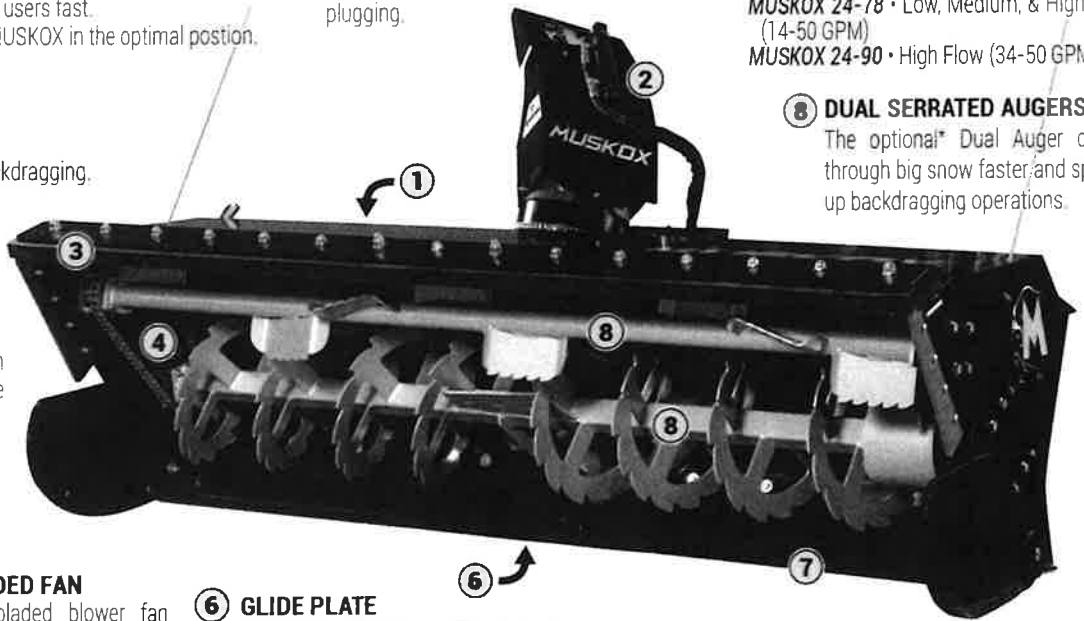


- 5 SIX BLADED FAN**
Our six bladed blower fan blows snow more efficiently, allowing you to clear snow faster.

- 6 GLIDE PLATE**
The design of the large Glide Plate allows the blower to skim over surfaces on UHMW Plastic, protecting softer substrates and lawns.

- 8 DUAL SERRATED AUGERS***
The optional* Dual Auger chews through big snow faster and speeds up backdragging operations.

- 7 LOWER STEEL CUT EDGE**
Engage the high carbon steel cutting edge only when you need to. This keeps it sharp to tackle that ice and compacted snow.



847-380-8600

KAPLAN
LIQUID SOLUTIONS





AVAILABLE IN **FOUR MODELS**

MUSKOX 25-60 DUALY

60" Wide Dual Auger
\$13,900 (17-50 GPM)

MUSKOX 25-78 SINGLE

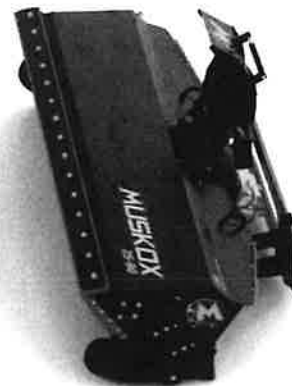
78" Wide Single Auger
\$12,900 (14-50 GPM)

MUSKOX 25-78 DUALY

78" Wide Dual Auger
\$14,900 (17-50 GPM)

MUSKOX 25-90 DUALY

90" Wide Dual Auger
\$16,900 (34-50 GPM)



RUN WITH THE HERD

BACKDRAG AND BLOW!

The MUSKOX clears snow fast. The blower's unique design allows you to be gentle on soft surfaces like stamped concrete, gravel, and grass while giving you the ability to get aggressive with ice at any time. And our innovative backdrag capability clears snow in front of doors and next to buildings. So you don't waste time shoveling.



Scan for more info!

847-380-8600



SPECIFICATIONS

MODEL	25-60 DUALY	25-78 SINGLE	25-78 DUALY	25-90 DUALY
FLOW				
Type	Low, Standard, High	Low, Standard, High		High
Rate	17-50 gpm	14-50 gpm	17-50 gpm	34-50 gpm
CUTTING EDGE				
Type	Low, Standard, High	Low, Standard, High		High
Width	60"	78"		90"
BLOWER FAN				
Diameter	20"	20" - 24"		24"
SERRATED AUGER				
Top Auger	10" Diameter	N/A	10" Diameter	10" Diameter
Bottom Auger	18" Diameter	18" Diameter	18" Diameter	18" Diameter
MOTORS				
Trice	Auger, Fan, Chute	Auger, Fan, Chute		Auger, Fan, Chute
APPROXIMATE WEIGHT				
Landed	1200 lbs	1275 lbs	1350 lbs	1440 lbs
CHUTE & DEFLECTOR CONTROLS				
	Electric over hydraulic	Electric over hydraulic		Electric over hydraulic
DIMENSIONS				
	61L x 53W x 58 H	79L x 53W x 58 H		91L x 53W x 58 H



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: Resolution Approving the Village to Enter Into a Network as a Service Agreement with Commonwealth Edison

Department: Public Works & Engineering

Item Description:

The 2024 Public Works Capital Budget includes funding for the Residential Water Meter Replacement Project. As part of the technology and system being installed, the Village is leveraging the infrastructure put into place by Commonwealth Edison and is using software developed by Itron. This project requires that the Village enter into long-term agreements for the Software Service (SaaS) and Network Service (NaaS) agreement(s). Each of these agreements are being presented tonight for consideration and approval by the Village Board. The NaaS (and SaaS) agreements were discussed as part of the overall project during the initial project discussions and determinations related to the fixed base type of system the Village would provide for their customers.

The agreement presented in this request is the NaaS agreement, which is an agreement that establishes the terms and level of service anticipated by Commonwealth Edison to provide the necessary network support to enable data to be transmitted over the ComEd network for the use of both the Village and the water customers. This agreement establishes the annual fee and term, which is fifteen (15) years. Staff ensured that the agreement states that the Village will benefit from any lower price offered by the vendor to any other customer of similar size and scope. Staff also worked with the Finance Department to account for this expense in the 2025 Operating Budget. This network will transmit data that will allow the Village and Customers to visualize live water usage data and identify irregularities in their water usage and avoid unanticipated high-water bills caused by faulty plumbing, etc.

Staff has reviewed the attached Agreement with the Village Attorney, and all required and recommended changes have been made by Commonwealth Edison. Following the Village's adoption of the NaaS (and SaaS) agreements, staff will begin to activate a portion of the new meters to begin testing network and software functionality, while the remaining meters are installed.

Funds for these services are included in the 2025 Operating Budget in the following Account: (505-7201-521655).

RECOMMENDATION

It is recommended that the Village Board approve Resolution to enter into the attached Network as a Service Agreement required for the Village to utilize the Commonwealth Edison network for the Village's water meter infrastructure.

ATTACHMENTS:

1. 2024_12_02_Network_Services_Agreement_ComEd_Resolution with attachment

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING VILLAGE TO ENTER INTO A NETWORK AS A SERVICE AGREEMENT WITH COMMONWEALTH EDISON OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the Village desires to utilize a network as a service (“NaaS”) for transmitting water data using Commonwealth Edison infrastructure (“*Provider*”); and

WHEREAS, the Village and the Provider desire to enter into a Joint Use Infrastructure agreement for the provision by the Provider of the NaaS (“*Agreement*”); and

WHEREAS, the Village has determined that the agreement submitted by Commonwealth Edison, of Oakbrook Terrace, Illinois (“*Provider*”), best meets the needs of the Village for the provision of the Network; and

WHEREAS, the Village and Provider desire to enter into an agreement for the provision of the Services by Provider (“*Agreement*”); and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Board of Trustees hereby approves the Agreement by and between the Village and Provider, in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Provider; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, _____

Village President

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT

Joint Use Infrastructure Agreement

This Joint Use Infrastructure Agreement, dated as of the Effective Date (defined below), between Commonwealth Edison Company, an Illinois corporation (“**ComEd**”), and Village of Arlington Heights, an Illinois municipal corporation (“**Customer**”). Each of ComEd and Customer are a “**Party**” and together are the “**Parties**”.

The Parties now wish to enter into an agreement under which ComEd will expand the use of ComEd’s AMI Mesh Network to collect water usage information from the water meters of Customer’s residents in a production environment as described in more detail in this Agreement. The Parties, therefore, agree as follows.

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the respective meanings specified below:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“**Affiliate**” means, with respect to a Person, any entity which directly or indirectly, through one or more intermediaries, is Controlled by or is under Common Control with such Person.

“**Agreement**” means this Joint Use Infrastructure Agreement, together with all schedules, exhibits, attachments, addenda, and any other documents made under and specifically referencing this Joint Use Infrastructure Agreement.

“**AMI Mesh Network**” means a group of devices that connect wirelessly to act as a single wireless network that is used to allow two-way communication between a smart utility meter and ComEd including its Headend System.

“**Availability**” means an electric meter, relay, water meter or streetlight are connected to the AMI Mesh Network and communicating.

“**Commercially Reasonable Efforts**” means taking such steps and performing in such a manner as a company would undertake where it was acting in a prudent and reasonable manner to achieve a particular desired result for its own benefit.

“**Control**” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise, and “Controlled” and “Common Control” have correlative meanings.

“**Customer Data**” means data provided by or on behalf of Customer (including from Water Meters) to ComEd via ComEd’s AMI Mesh Network under this Agreement.

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“Governmental Authority” means applicable United States territory, state and federal governments, agencies, including interagency bodies, and any court or regulatory, administrative, judicial, executive, legislative or governmental entity thereof.

“Headend System” means a suite of software applications designed to help utility operators collect and manage advanced metering infrastructure meter consumption data, endpoint configurations, administration and reporting.

“Law” means, collectively, (i) all laws, statutes, regulations, rules and ordinances of any Governmental Authority, (ii) written regulatory guidance, written substantive recommendations or directives, written opinions and written interpretations, policies and guidelines of any Governmental Authority, and (iii) rulings, injunctions, judgments and orders issued by any Governmental Authority, each of (i) through (iii) as amended and replaced from time to time.

“Losses” means claims, demands, penalties, fines, judgments, damages, liabilities and expenses (including reasonable attorneys’ fees, expert witness fees, expenses and costs of settlement).

“Measurement Period” means a calendar month.

“Network” means ComEd’s AMI Mesh Network, its backhaul network, and other parts of ComEd’s network connecting its Network Devices to its Headend System.

“Network Device” means a device on ComEd’s AMI Mesh Network to which a Provisioned Water Meter connects (i.e. electric meter, relay or streetlight)

“Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, trust, unincorporated organization, governmental authority or other entity.

“Provisioned Water Meter” means a Water Meter that has successfully connected to and transmitted data to a Network Device.

“Resultant Data” means data and information that is collected or generated by ComEd that is related to or generated from Customer’s use of the Services or Customer Data.

“Steady State Services” means the services provided under this Agreement as described in Schedule A.

“Water Meter” means the water meters of Customer’s residents.

2. SERVICES

2.1. Provision of Services. ComEd shall provide the Services to Customer as described in more detail in Schedule A and in accordance with the terms and conditions of this Agreement.

2.2. Changes to Network or Services. ComEd may at any time change the AMI Mesh Network or the Services, if it is required to do so to comply with applicable Law or where it is reasonably required in ComEd’s reasonable business judgment for operational reasons, provided

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the change does not materially detract from the quality or performance of the Services or increase the cost of the Services.

2.3. Suspension of Services. ComEd may, directly or indirectly, suspend or otherwise deny one or more Water Meter's access to or use of all or any part of the AMI Mesh Network, without incurring any resulting obligation or liability, if: (i) ComEd receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ComEd to do so; or (ii) ComEd believes, in its sole discretion, that: (a) Customer has failed to comply with Section 2.4 as it relates to the relevant Water Meters; (b) such suspension or denial is necessary to prevent damage, disruption, or other harm to the AMI Mesh Network, the ComEd Headend System, a Network Device, or any other ComEd property. This Section 2.3 does not limit any of ComEd's other rights or remedies, whether at law, in equity, or under this Agreement. If ComEd exercises its authority under this paragraph, it shall deliver notice of such action to the Customer as soon as practicable.

2.4. Use Restrictions. Customer may not use the Services to: (i) transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or otherwise use the Services in a manner contrary to Law or in a manner that would restrict or inhibit any other user from using the Services; (ii) transmit any information that contains a virus, Trojan horse, or other harmful or disruptive component; (iii) transmit or otherwise distribute information that is protected by copyright or other intellectual property rights without prior authorization from the rights holders or that constitutes an invasion of privacy; or (iv) violate any system or network security measures including engaging in unauthorized access to ComEd's or a third party's network, data, or information.

2.5. Monitoring of Data. ComEd has no obligation but has the right at any time and from time to time, as part of the management of its AMI Mesh Network and the Services, to monitor the Customer Data transmitted using the Services. ComEd shall have no responsibility for inaccurate or incomplete Customer Data except to the extent such inaccuracy or incompleteness results from ComEd's breach of this Agreement.

2.6. Project Managers. Each Party shall designate an individual as a project manager who is the primary point of contact for the other Party for matters related to the Services and shall designate an individual as an alternate in the event that the designated project manager is not available. The Parties shall agree upon a schedule for the project managers to meet and confer regarding the Services and may agree to add or remove additional project managers to focus on particular aspects of the Services as necessary.

2.7. Effect of ComEd Failure or Delay. If Customer's performance of its obligations under this Agreement is prevented or delayed by any act or omission of ComEd or its agents, subcontractors, consultants, or employees, Customer shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any Losses incurred by ComEd, in each case, to the extent arising directly or indirectly from such prevention or delay.

2.8. Access and Security. ComEd shall use Commercially Reasonable Efforts to protect against any unauthorized access to or use of the Network and shall notify Customer promptly of any such unauthorized access or use where ComEd believes that such access or use resulted in actual or suspected access to Customer Data.

3. CUSTOMER OBLIGATIONS

3.1. Customer Cooperation. Customer shall cooperate with ComEd and provide reasonable assistance to enable ComEd to carry out its obligations under this Agreement, respond promptly to any ComEd request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for ComEd to perform Services in accordance with the requirements of this Agreement.

3.2. Customer Equipment. Customer shall, at its own cost, prepare and install its Water Meters in accordance with ComEd's requirements and instructions prior to the commencement of Services for such Water Meters. Customer shall be solely responsible to ensure that all Water Meters are in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements.

3.3. Third-Party Approvals. Prior to the start of the Services and throughout the Term, Customer shall obtain and maintain all necessary licenses and consents and comply with all relevant Laws applicable to its provision of Customer Data to ComEd and ComEd's provision of data to (including ComEd's use of as applicable) Customer's Headend System and as otherwise necessary for Customer to meet its obligations under this Agreement.

3.4. Effect of Customer Failure or Delay. If ComEd's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, ComEd shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any Losses incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

3.5. Access and Security.

3.5.1 Customer shall comply with all rules, regulations, and policies of ComEd that are communicated to Customer in writing regarding the Network, the Network Devices, and Water Meters' and Customer Data's access and connection thereto. Customer shall use Commercially Reasonable Efforts to prevent unauthorized access to or use of the Services and Network and notify ComEd promptly of any such unauthorized access or use.

3.5.2 Customer shall not access any Provisioned Water Meter with any field service tools other than those that are approved by ComEd in advance in writing.

3.5.3 ComEd may perform periodic cybersecurity assessments and penetration testing of the ComEd Network and the Provisioned Water Meters, and Customer shall provide reasonable cooperation and support of such assessments and penetration testing. To the extent any issues identified during such assessments and penetration testing relate to the Provisioned Water Meters or Customer's cooperation is otherwise necessary to resolve such issue, Customer shall reasonably cooperate with ComEd in resolving such issues.

4. CHANGE ORDERS

4.1. Change Request. If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. ComEd shall, within a reasonable time after receiving a Customer-initiated request, verify that the request is technically feasible and whether ComEd is willing to consider Customer's request. If ComEd initiates a request or if the Customer initiates a request, ComEd shall provide a written estimate to Customer of: (i) the estimated time necessary to implement the change; (ii) any changes to the Fees and other charges for the Services that would arise from the change; (iii) the anticipated effect of the change on the Services; (iv) any other information reasonably requested by Customer to allow Customer to evaluate the proposed change.

4.2. Agreeing on a Change Order. Promptly after receipt of the written estimate, the Parties may negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither Party shall be bound by any Change Order unless in accordance with Section 11.9.

5. TERM AND TERMINATION

5.1. Initial Term. The initial term of this Agreement commences as of the Effective Date (January 1, 2026 or 30 calendar days after installation of first meter and verification of system, whichever comes first) and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for 15 years from the date determined above (the "**Initial Term**").

5.2. Renewal Terms. This Agreement will automatically renew for additional successive twelve (12) month terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) calendar days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, and the Transition Period, the "**Term**").

5.3. Transition Period. Following the end of the Term, , or if the Agreement has been terminated early under Section 5.4, the Agreement shall continue for a transitional period of eighteen (18) months (the "**Transition Period**"). During the Transition Period, ComEd and Customer will work together to develop and implement a plan to support Customer transitioning off of the Services (such plan when approved in writing by each of the Parties, the "**Transition Plan**"). During the Transition Period, no new Water Meters may be added to the Network as Provisioned Water Meters, but the Services will continue for the Provisioned Water Meters that were connected to the Network prior to the start of the Transition Period and that have not yet been disconnected from the Network. Unless expressly stated elsewhere in this Agreement, each Party shall bear its own costs and expenses associated with developing and implementing the Transition Plan, provided that Customer shall continue paying the Fees throughout the Transition Period. If ComEd provides notice of non-renewal under Section 5.2 during the Initial Term, ComEd must provide to Customer at the same time as such notice an initial technology and system roadmap to serve as the basis for negotiating a Transition Plan.

5.4. Mutual Termination Rights. In addition to any other express termination right set forth elsewhere in this Agreement: (i) either Party may terminate this Agreement, effective upon giving written notice , if the other Party materially breaches this Agreement, and such breach: (a)

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is incapable of cure; or (b) being capable of cure, remains uncured sixty (60) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; and (ii) either Party may terminate this Agreement, effective immediately upon giving written notice, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts, as noted in Schedule C, as they become due; (b) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.5. Termination Based on Technical Changes.

If Customer migrates its Water Meters or Headend System to Water Meters or Headend System that is not capable of communicating with ComEd's Network in a manner that makes provision of the Services commercially unreasonable for either Party to continue, the Parties may agree to terminate the Agreement and Customer shall be responsible for all costs of executing the Transition Plan. Additionally, Customer shall be responsible for the cost of stranded assets deployed by ComEd in order to provide the Services on a declining scale equal to 25% of the Fees, as noted in Schedule C, remaining after the effective date of termination of the Agreement. If there is a Transition Plan as the result of Customer migrating its Water Meters off Headend, ComEd and the Customer will negotiate in good faith on the allocation of costs for implementation of the Transition Plan.

If ComEd modifies its Network or Headend System to a Network or Headend System that makes provision of the Services commercially unreasonable for either Party to continue, ComEd shall notify the customer of the change and the Parties may agree to terminate the Agreement. ComEd shall be responsible for all costs of developing the Transition Plan. The Parties will negotiate in good faith to agree upon terms under which: (i) Water Meters or Headend System can be modified in order to make the provision of Services commercially reasonable to continue; (ii) ComEd would sell existing Network hardware to Customer for Customer to own and operate its own private mesh network based on book value with a fifteen (15) year depreciation schedule or (iii) transition Customer to mobile meter reading. If Customer elects to transition to mobile meter reading, ComEd shall be responsible for upgrading firmware of the Provisioned Water meters to transition them to mobile meter reading. If there is a Transition Plan as a result of ComEd modifying its Network or Headend System, ComEd and the Customer will negotiate in good faith on the allocation of costs for implementation of the Transition Plan.

5.6. Effect of Termination or Expiration. Upon termination of this Agreement, except as expressly otherwise provided in this Agreement:

All rights, consents, and authorizations granted by either Party to the other hereunder will immediately terminate.

ComEd shall cease all use of any Customer Data and (i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data; and (ii) permanently erase all Customer Data from all

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systems ComEd directly or indirectly controls, provided that, for clarity, ComEd's obligations under this Section 5.6 do not apply to any Resultant Data;

Customer shall return to ComEd any equipment and software provided by or on behalf of ComEd to enable Customer to access or test the services including field service units, access points, and electric meters.

5.7. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 2.4, Section 5.6, Section 5.7, Section 8, Section 9, Section 10 and Section 11.

6. FEES AND EXPENSES; PAYMENT TERMS

6.1. Fees. Customer shall pay to ComEd the fees listed on Schedule C (the “Fees”).

6.2. Taxes. All charges and Fees to be paid by Customer under the Agreement are exclusive of any applicable withholding, sales, use, excise, value added or other taxes and municipal fees, excluding any taxes on ComEd's property, income or payroll. Any such taxes or fees for which ComEd is responsible to collect from Customer shall be billed by ComEd and paid by Customer. Customer shall reimburse ComEd for any penalties and interest assessed by any taxing authority or municipality that arise from Customer's failure to pay any taxes or fees properly invoiced to Customer. In the event of any assessment by a taxing authority or municipality, both Parties agree to cooperate with each other to resolve issues in order to minimize such assessment.

6.3. Payment Terms. Customer shall pay all Fees prior to the date they are due as described in Schedule C. If Customer fails to make any payment when it is due under this Agreement, then in addition to all other remedies that may be available to ComEd, ComEd may charge interest on the past due amount at the rate of [1.5% per month] calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law. All payments for Services rendered pursuant to this Agreement are subject to the IL Local Government Prompt Payment Act (50 ILCS 505/3)

7. PROPRIETARY RIGHTS

7.1. Work Product. As used herein, the term “**Work Product**,” which excludes Feedback (as defined below) and Customer Data, means all other materials, software, tools, data, inventions, works of authorship and other innovations of any kind, including any improvements or modifications to hardware, software and related materials, that ComEd, or personnel working for or through ComEd, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing ComEd's responsibilities under this Agreement, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection. Customer agrees that all Work Product shall be the sole and exclusive property of ComEd. Customer hereby assigns all its rights, if any, in the Work Product and in all related patents, patent applications, copyrights, mask work rights, trademarks, trade secrets, rights of priority and other proprietary rights to ComEd. Customer acknowledges that ComEd, in its sole discretion, shall have the right to license the Work Product or any portion thereof, or incorporate the Work

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Product or any portion thereof into products or services, for use by any other third party. At ComEd's request and expense, Customer shall assist and cooperate with ComEd in all reasonable respects and shall execute documents and take further acts as reasonably requested by ComEd to acquire, transfer, maintain and enforce patent, copyright, trademark, mask work, trade secret and other legal protection for the Work Product. Customer hereby unconditionally and irrevocably grants to ComEd an assignment of all right, title, and interest in and to the Resultant Data, including all intellectual property rights relating thereto, provided the Resultant Data shall not be used, sold or assigned for any marketing uses or disclosed outside of ComEd and its Affiliates except in aggregated format.

7.2. Reservation of Rights. Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights, and each Party retains all right, title and interest in and to their respective technologies and other intellectual property rights.

7.3. Source Code Disclosures. If ComEd discloses any source code to Customer in connection with this Agreement, such source code shall be confidential and the following additional restrictions on use and disclosure: (a) Customer shall allow use of or access to the source code only by Customer and its Affiliates and its and their employees, agents, and contractors who have a need to use the source code for exercise of Customer's rights with respect to the source code as set forth in this Agreement and who are bound to retain the confidentiality thereof under written non-disclosure agreements or policies that include provisions (including provisions relating to nonuse and nondisclosure) no less restrictive than those required under this Agreement; (b) Customer shall maintain and use the source code only in secure, locked facilities or on servers to which access is limited to the Persons set forth in subsection (a), above; (c) for source code that is useable or stored on any computer equipment (whether a multi-user system, network, stand-alone computer or otherwise), the equipment must have password-based access control, with each user having a unique user identification and associated password; and (d) Customer shall maintain a record of the number of copies made, if any, of the source code, and the computer equipment and storage media on which the source code is used or stored.

7.4. License to Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to ComEd to enforce this Agreement and exercise ComEd's rights and perform ComEd's obligations under this Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Mutual Representations and Warranties. Each Party represents and warrants to the other that: (i) it is a corporation validly existing and in active status under the Laws of the State of its incorporation; (ii) it has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement in accordance with its terms; (iii) the execution, delivery and performance of this Agreement has been duly authorized by it, and this Agreement is enforceable in accordance with its terms against it; (iv) it has obtained and shall maintain all licenses, authorizations and permits required to perform its obligations and exercise

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its rights under this Agreement under applicable Laws; and (v) it shall perform its obligations and exercise its rights under this Agreement in accordance with applicable Laws.

8.2. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMED SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUSIVE OF THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. INDEMNIFICATION

9.1. Customer Indemnification of ComEd. Customer shall indemnify, defend, and hold harmless ComEd and its subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**ComEd Indemnatee**") from and against any and all Losses incurred by such ComEd Indemnatee resulting from any Action by a third party (other than an Affiliate of a ComEd Indemnatee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from: (i) Customer Data, including any processing of Customer Data by or on behalf of ComEd in accordance with this Agreement; (ii) Customer's failure to obtain any necessary consents or approvals as required under Section 3.3; (iii) allegation of facts that, if true, would constitute Customer's breach of any of its representations or warranties under this Agreement; or (iv) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer or any third party on behalf of Customer in connection with this Agreement.

9.2. Indemnification Procedures. ComEd shall promptly notify Customer of any Action for which it seeks and Customer is obligated to provide indemnification under this Section 9 (the "**Indemnified Claim**") and reasonably cooperate with the Customer at the Customer's sole cost and expense. Customer shall immediately take control of the defense and investigation of such Indemnified Claim and shall employ counsel reasonably acceptable to ComEd to handle and defend the same, at Customer's sole cost and expense. Customer shall not settle any Indemnified Claim in a manner that adversely affects the rights of ComEd without ComEd's prior written consent, which shall not be unreasonably withheld or delayed. ComEd's failure to perform any obligations under this Section 9 shall not relieve Customer of its obligations under this Section 9 except to the extent Customer can demonstrate that it has been materially prejudiced as a result of such failure. ComEd may participate in and observe the proceedings of an Indemnified Claim at its own cost and expense.

10. LIMITATION OF LIABILITY

10.1. Cap on Monetary Liability. In no event will the aggregate liability of either Party to the other Party arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to ComEd under this Agreement in the twelve (12) month period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose.

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10.2. Exclusion of Certain Damages. Except as set forth in Section 10.3, in no event shall either Party be liable to the other for any Consequential or Special Damages, punitive, or exemplary damages even if such Party has been advised of the possibility of such potential loss or damage. For purposes of this Section 10.2, “**Consequential or Special Damages**” means remote or speculative damages or damages which are not the natural and probable result of a breach of this Agreement.

10.3. Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to either Party’s obligation to pay amounts due under this Agreement.

10.4. Generally. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected utility’s (“**Impacted Party**”) reasonable control, including without limitation the following unforeseeable circumstances (“**Force Majeure Events**”): (a) acts of God; (b) flood, fire, earthquake, epidemic (including COVID-19 to the extent the Impacted Party’s ability to perform changes materially from the Effective Date to the date it claims non-performance related to a Force Majeure Event), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, Law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances. The Impacted Party shall give notice to the other Party promptly upon its failure or delay (or obtaining a reasonable belief that it will have a failure or delay) in fulfilling or performing any term of this Agreement resulting from a Force Majeure Event to the other Party, stating the nature of the Force Majeure Event and the period of time the failure or delay is expected to continue.

10.5. Efforts to Resolve Force Majeure. The Impacted Party shall use diligent efforts to end the failure or delay and to minimize the effects of a Force Majeure Event and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause or the development of a method to continue performance of its obligations despite the Force Majeure Event. If the Impacted Party’s failure or delay remains uncured for a period of thirty (30) calendar days following written notice given by it under this Section 10, the other Party may thereafter terminate this Agreement upon thirty (30) calendar days’ written notice.

11. GENERAL PROVISIONS

11.1. Relationship of the Parties. The details of the method and manner for performance of the Services by ComEd shall be under its own control, Customer being interested only in the results thereof. ComEd shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer’s final approval and shall be subject to the Customer’s general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise,

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employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

11.2. Public Statements. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

11.3. Notices. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a Party as follows (or to such other address or such other person that such Party may designate from time to time in accordance with this Section 11.3):

If to ComEd: Commonwealth Edison Company
 Attn: Legal Department
 10 South Dearborn Street
 Chicago, IL 60603

If to Customer: Village of Arlington Heights
 Address
 Contact Info

Notices sent in accordance with this Section 11.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

11.4. Interpretation. For purposes of this Agreement: (i) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (a) to sections, schedules, and attachments mean the sections of, and schedules and attachments attached to, this Agreement; (b) to an agreement, instrument, or other document means such

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agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions hereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

11.5. Entire Agreement and Precedence. This Agreement, including and together with any related Schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of the body of this Agreement and the terms and conditions of any schedule and attachment, the terms and conditions of the body of this Agreement shall supersede and control.

11.6. Assignment.

11.6.1. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without ComEd's prior written consent, not to be unreasonably withheld, conditioned, or delayed. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 11.6 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.6.2. ComEd shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, except to any of its Affiliates or with Customer's prior written consent, not to be unreasonably withheld, conditioned, or delayed. No assignment, delegation, or transfer will relieve ComEd of any of its obligations or performance under this Agreement. Notwithstanding the foregoing, ComEd may hire contractors and subcontractors to perform its obligations hereunder.

11.7. No Third-Party Beneficiaries. Except for Persons who are indemnified by a Party under Section 9, this Agreement benefits solely the Parties to this Agreement and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.8. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

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11.9. Modifications. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

11.10. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.11. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.12. Governing Law, Jurisdiction, and Forum. This Agreement and all related documents, and all Actions arising out of or relating to this Agreement and which have gone through the process of Section 11.13, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Illinois, United States of America (including its statutes of limitations and 735 ILCS 105/5-5), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Illinois. Each party irrevocably and unconditionally agrees that it will not commence any Action against any other party in any way arising from or relating to this Agreement and all contemplated transactions in any forum other than the United States District Court for the Northern District of Illinois or, if such court does not have subject matter jurisdiction, the courts of the State of Illinois sitting in Cook County, Illinois, and any appellate court from any thereof, and each Party consents to the exclusive jurisdiction of such courts for such Actions. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any Action only in United States District Court for the Northern District of Illinois or, if such court does not have subject matter jurisdiction, the courts of the State of Illinois sitting in Cook County, Illinois. Each party agrees that a final judgment in any such Action is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

11.13. Informal Dispute Resolution. The Parties shall resolve any Action arising out of or relating to this Agreement (each, a “**Dispute**” as follows. The Parties shall first attempt, in good faith to resolve any Action arising out of or relation ot this Agreement (each, a “Dispute”) by negotiation and consultation between themselves beginning with negotiation sessions between a director of each Party (or other employee of similar seniority) (the “**Director Negotiations**”).

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If a Dispute is not resolved within thirty (30) calendar days of the start of Director Negotiations, either Party may, by written notice to the other Party (“**Escalation to Executive Notice**”), refer such Dispute to an executive-level employee of each Party (with each Party to select its executive-level employee in its sole discretion) for negotiation. If the Parties cannot resolve a Dispute within fourteen (14) calendar days after the date of the Escalation to Executive Notice, either Party may initiate a claim as permitted under Section 11.12.

11.14. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any Action arising out of or relating to this Agreement or the transactions contemplated hereby.

11.15. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.4 or Section 3.5 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

11.16. Itron Agreement. The Parties acknowledge that (a) Customer is executing contemporaneously with this Agreement that certain North American Temetra Solution Agreement (the “Itron Agreement”), (b) the Itron Agreement provides the Customer with hardware and firmware which is required to facilitate ComEd’s provision of the Services, and (c) ComEd’s Network relies on compatible hardware and firmware also provided by Itron. The Parties agree that whenever ComEd’s prior consent is required by this Agreement, ComEd’s consent shall be deemed granted with respect to any improvements, patches or releases issued by Itron pursuant to the Itron Agreement or any maintenance agreement appurtenant thereto, in each case subject to a schedule and plan agreed upon by the Parties to implement such improvements, patches, or releases.

11.17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures are on the following page]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

Commonwealth Edison Company

By: _____
Name: Melissa Washington
Title: SVP, Customer Ops & Strategic
Initiatives
Date:

Village of Arlington Heights

By: _____
Name:
Title:
Date:

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SCHEDULE A

DESCRIPTION OF SERVICES

Startup Period

The Parties shall work together to complete the activities described in the table below (each, a “**Milestone**”) on or prior to the date listed in the column titled “Target Completion Date” for such Milestone (the “**Target Completion Date**”).

Following the Parties’ agreement that a Milestone is ready for testing, the Parties shall work together to test the Milestone based upon the criteria set forth in the column titled “Acceptance Criteria” for such Milestone (the “**Acceptance Criteria**”)

Following the completion of testing for the Acceptance Criteria for a particular Milestone, the Parties shall: (i) agree that the Acceptance Criteria have been met and the Parties can move to the following Milestone or the Steady-State Services (defined below); or (ii) agree upon any failures of the Milestone to meet the Acceptance Criteria (each, a “**Non-Conformity**”) and a plan for further development and testing to resolve the Non-Conformities. If the Parties identify any Non-Conformities, the Parties shall work together to remedy all such Non-Conformities and re-test the relevant Milestone against the Acceptance Criteria as promptly as commercially possible.

#	Milestone Activity	Acceptance Criteria	Target Completion Date
1	End-to-end testing in production environment with <100 Provisioned Endpoints • Validate end-to-end system functionality and data flow • Validate deployment and provisioning processes	Test plan completed and results documented and approved by the Parties	TBD
2	Steady-State Services	Completion of Milestones 1-2	TBD

The Startup Period shall be from the Effective Date of this Agreement until the commencement of Steady-State Services.

Steady-State Services

Beginning upon the completion of Milestone 2, ComEd shall provide the following services to Customer the “**Steady-State Services**”:

- Enable the connection of Provisioned Water Meters to ComEd’s AMI Mesh Network
- Transmit water meter data from Provisioned Water Meters via the Network to Customer’s Headend System

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- Make available to Customer a daily data set that includes daily register data, hourly interval data, and event data for each Provisioned Water Meter
- Develop read schedules and billing calendars based on Customer's reasonable requirements
- Investigate and identify issues preventing accurate or consistent data transmission from the Network Devices as described below:
 - Remotely investigate and resolve issues - 2nd level triage including identifying the last proxy device, verifying network availability, and identifying Network Devices to be replaced
 - Conduct in-field RF investigations as needed - 3rd level triage including in-field inspections as necessary if there is an issue with a Network Device
 - NOTE: Itron performs 1st level triage
- Provision of a testing environment and reasonable testing resources generally consistent with that provided under the POC Agreement in which new Headend System versions and new Network Devices and Water Meters and associated firmware may be tested.

Within five (5) business days of a request from ComEd, Customer shall provide ComEd with a report that includes the following information: (i) Provisioned Water Meters installed during the period requested by ComEd; (ii) Provisioned Water Meters removed during the period requested by ComEd; (iii) Provisioned Water Meters (or the interface management unit for such Provisioned Water Meters) exchanged during the period requested by ComEd; (iv) accurate geographical coordinates for each Provisioned Water Meter; (v) Provisioned Water Meters (or the interface management unit for such Provisioned Water Meter) permanently destroyed.

Each month during the Term and the Startup Period and within thirty (30) calendar days following the end of the Startup Period, Customer shall provide ComEd with a written report related to the destruction and sanitization of the interface management units in Provisioned Water Meters that includes, at a minimum: (i) the vendor providing the report, (ii) the sanitization process used (e.g., NIST 800-88), (iii) the serial number or MAC address for each interface management unit.

If ComEd has completed its investigation of an instance of water meter unavailability and determined that Provisioned Water Meter or part thereof need to be replaced or repaired to resolve such issue, then Customer shall be responsible for repairing or replacing such Provisioned Water Meter or part thereof. ComEd shall have no liability for its failure to provide Services with regard to any such Provisioned Water Meter until it has been repaired or replaced by Customer.

If ComEd has completed its investigation of an instance of water meter unavailability and determined that the issue is resulting from the inability of a particular Provisioned Water Meter to connect to ComEd's AMI Mesh Network because of inadequate strength of the radio frequency signals, the Parties shall discuss in good faith the appropriate resolution. If the Parties agree that the appropriate resolution is to install a different endpoint on a Provisioned Water Meter (e.g., a remote wired device), then Customer will bear the cost of such resolution. If the Parties agree that the appropriate resolution is to strengthen the ComEd's AMI Mesh Network in

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the relevant area (e.g., by installing an external antenna on an electrical meter, installing a relay), then ComEd will bear the cost of such resolution.

System Upgrades

Each Party will provide at least twelve (12) months' advance written notice to the other Party prior to upgrading its Headend System. Upon receiving or providing such notice, ComEd will perform testing to ensure that the Headend System as upgraded is compatible with the Services, and Customer will perform testing to ensure that the Headend System as upgraded is capable of integrating with Customer's systems. The Parties will work together in good faith to address any issues arising out of an upgrade to either Party's Headend System including, if continuation of the Services is not commercially reasonable after such upgrade, then the Parties may terminate the Agreement pursuant to Section 5.5 of the Agreement.

Customer will provide ComEd with at least six (6) months' advance written notice before upgrading the firmware on any of its Provisioned Water Meters. ComEd shall conduct testing to ensure compatibility of the upgraded firmware with the Services including functional testing and compatibility testing with ComEd's Headend System. Customer shall cooperate with ComEd in working with Customer's and ComEd's Headend System vendor to schedule production firmware upgrades as necessary. The Parties will work together in good faith to address any issues arising out of an upgrade to either Party's device firmware including, if continuation of the Services is not commercially reasonable after such upgrade, the Parties may terminate the Agreement, and such termination must be as described in Section 5.5 of the body of the Agreement.

Non-Binding Draft – For Discussion Purposes Only**SCHEDULE B****AVAILABILITY COMMITMENT**

ComEd shall maintain an Availability Percentage of 99.5% average daily read rate for each measurement period other than during scheduled downtime for disaster recovery exercises and other maintenance purposes (the “**Availability Commitment**”)

- The ComEd AMI Mesh Network SLA applies to the network communications performance from the electric meter up to where the water meter is talking through the electric meter, APs, Relays & photocells
- This SLA does not include the performance of Customer’s water meter communicating with the electric meter, to the extent that ComEd’s AMI network is available as defined above, Customer is responsible for the performance of the water meter communicating with the AMI network and associated troubleshooting if it’s not communicating with an available network
- ComEd AMI Mesh Network SLA performance of 99.5% will be based on the average daily network availability over a billing month, determined as follows:
 - ComEd’s “Automated Meter Infrastructure (AMI) Mesh Network” for this agreement will include devices including ComEd smart meters, Access Points (APs), and Relays within the Customer’s territory servicing residential, commercial and industrial customers
 - These devices shall be considered “available” if they successfully transmit electric meter usage via ComEd’s AMI communications protocols occurring three times per day
 - ComEd will generate reports showing daily availability performance during a billing month indicating the average daily availability

No Provisioned Water Meter will be included in the calculation of Availability under this Agreement unless it is fully powered and actively communicating with a Network Device on ComEd’s AMI Mesh Network for at least seven consecutive days prior to the point at which Availability is measured.

ComEd shall have no liability for failure to meet the Availability Commitment for any Measurement Period in which there are fewer than ten thousand (1,000) Provisioned Water Meters.

For the avoidance of doubt, the Availability Commitment does not apply to the performance of Water Meters or the communications between any Water Meter and a Network Device.

Beginning at the start of the first calendar month following the start of Steady-State Services, ComEd shall issue a monthly report reflecting ComEd’s performance with respect to the Availability Commitment for the prior month.

SCHEDULE C

FEES

Year						
2026	\$	44,000	Annual Fee due on 1/1/2026	fee for increments of 1000 metered endpoints		
2027	\$	44,660	Annual Fee due on 1/1/2027	above contracted level		
2028	\$	45,330	Annual Fee due on 1/1/2028	\$	2,000	
2029	\$	46,010	Annual Fee due on 1/1/2029	\$	2,030	
2030	\$	46,700	Annual Fee due on 1/1/2030	\$	2,060	
2031	\$	47,400	Annual Fee due on 1/1/2031	\$	2,091	
2032	\$	48,112	Annual Fee due on 1/1/2032	\$	2,123	
2033	\$	48,833	Annual Fee due on 1/1/2033	\$	2,155	
2034	\$	49,566	Annual Fee due on 1/1/2034	\$	2,187	
2035	\$	50,309	Annual Fee due on 1/1/2035	\$	2,220	
2036	\$	51,064	Annual Fee due on 1/1/2036	\$	2,253	
2037	\$	51,830	Annual Fee due on 1/1/2037	\$	2,287	
2038	\$	52,607	Annual Fee due on 1/1/2038	\$	2,321	
2039	\$	53,396	Annual Fee due on 1/1/2039	\$	2,356	
2040	\$	54,197	Annual Fee due on 1/1/2040	\$	2,391	
	\$	734,014				
			*Up to 22,000 metered endpoints			

Annual fee is \$2 per endpoint per year with 1.5% annual increase for inflation. If ComEd offers a lower rate for the same service to another municipality with 25,000 or fewer endpoints, the lower rate shall be offered to Arlington Heights.



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: Resolution Approving an Agreement with Municipal GIS Partners, Inc., for GIS Support Services

Department: Integrated Services

Item Description:

Since 2017, the Village of Arlington Heights has been a member of the GIS Consortium ("Consortium"), a 45-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 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, 2025, through December 31, 2025 ("Contract"). MGP continues to meet staff expectations and is a reliable and innovative GIS service provider. It is necessary for each Consortium member to 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 \$240,396.36 are available and budgeted in account #625-0601-520050. 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.

ATTACHMENTS:

1. AH Resolution Approving Approving Agreement with Municipal GIS Partners 2024
2. MGP Master Service Provider Contract ArlingtonHeightsIL 2025 V01
3. MGP Master ArlingtonHeightsIL 2025 Statement of Work V01
4. MGP Master ArlingtonHeightsIL 2025 Insurance V01

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH
MUNICIPAL GIS PARTNERS, INC., FOR GIS SUPPORT SERVICES

WHEREAS, the Village is a member of the GIS Consortium ("*Consortium*"), an organization comprised of municipalities in northeastern Illinois, which Consortium shares the cost of establishing a regional Geographic Information Systems program ("*Program*"); and

WHEREAS, on behalf of its members, the Consortium has selected Municipal GIS Partners, Inc. ("*MGP*"), for the provision of services related to the Program; and

WHEREAS, the Village and MGP desire to enter into a new agreement for GIS Support Services for the one-year period beginning January 1, 2025 ("*Agreement*"); and

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

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

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

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

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by MGP; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2025 (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**").

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 including, without limitation, 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) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) 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 GIS 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.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

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, 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: _____
Its: _____

By: _____
Name: _____
Its: _____

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 2

**Insurance
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, 2025, through December 31, 2025

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 fee for the staffing allocation set forth above is **\$20,033.03** per month. The total contract value for the agreement period is **\$240,396.36**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

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

GIS Membership includes unlimited access to the products and solutions developed by the Consultant for the GIS 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. **Emergency Management Suite:** A tool to centralize emergency event data collection, monitoring, and communication for better decision-making and resource planning
7. **Local Government Data Model:** A database standard developed for, an in partnership with, members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Real-Time Solutions:** A tool to consume and visualize data from real-time sensors and assets
10. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way

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

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 corporate authorities, officials, officers, 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 corporate authorities, officials, officers, 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 corporate authorities, officials, officers, 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 corporate authorities, officials, officers, agents, employees, 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 OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: Ordinance - Code Amendment Chapter 13 - Alcohol Liquor Dealers - increasing Class A liquor licenses to facilitate issuance of two liquor licenses by the Liquor Commissioner

Department: Integrated Services

Item Description:

Increasing Class A liquor licenses from 33 total Class A licenses to 35 total Class A licenses upon favorable recommendation from the December 16, 2024, Committee of the Whole meeting. The two new liquor licenses will be issued to the following restaurants: 1) Tacosrus, LLC dba Cilantro Taco Grill located at 6 S. Dunton Avenue; and 2) El Tacazo Grill, LLC dba El Tacazo Grill located at 1609 W. Campbell Street

ATTACHMENTS:

1. Ordinance - Class A Liquor License Increase

AN ORDINANCE AMENDING CHAPTER 13 OF THE
ARLINGTON HEIGHTS MUNICIPAL CODE

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

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

CLASS OF LICENSE	ANNUAL LICENSE FEE	NUMBER OF LICENSES AUTHORIZED
A	\$3,800.00	35

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

AYES:

NAYS:

PASSED AND APPROVED this 16th day of December, 2024.

Village President

ATTEST:

Village Clerk



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
12/16/2024

Item: Resolution Authorizing the Police Department to Enter into an Agreement With Axon for ALPR License.

Department: Police

Item Description:

The Police Department is seeking authorization to enter into an agreement with Axon, of Scottsdale, Arizona, to enhance the current 31 existing in-squad cameras with Automated License Plate Recognition (ALPR) technology. This ALPR technology will enable officers to quickly and accurately identify vehicles associated with criminal activity, locate stolen vehicles, and address traffic-related offenses in real time.

Funding for the annual ALPR licenses was included in the adopted FY2025 Village Budget in Account No:401-3001-550150, Project EQ2201, which has sufficient funds for the proposed expenditure. The Police Department desires to enter into this agreement prior to the end of the year to take advantage of FY2024 prices, as a notable increase is anticipated in January 2025.

Staff Recommendation:

It is recommended that the Village Board approve the purchase of 31 ALPR licenses from Axon, of Scottsdale, Arizona, in an amount not-to-exceed \$46,717, payable over a two-year period, FY2025 = \$23,358.50, FY2026 = \$23,358.50, and authorize the Village Manager to enter into an agreement with Axon.

ATTACHMENTS:

1. ALPR Resolution
2. Axon Exhibit A

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO AN
AGREEMENT WITH AXON OF SCOTTSDALE, ARIZONA TO UTILIZE AUTOMATIC LICENSE
PLATE RECOGNITION (ALPR) TECHNOLOGY.

WHEREAS, the Village Police Department ("*Department*") seeks to utilize Axon's Automated License Plate Recognition (ALPR) technology, which integrates with the existing Axon Fleet 3 in-squad cameras; and

WHEREAS, on November 15TH, 2021, the Village Board authorized the Department to enter into a five-year agreement with Axon for law enforcement equipment and technology, including Axon Fleet 3 cameras; and

WHEREAS, this agreement allows the Department to enhance the capabilities of existing Axon Fleet 3 cameras with ALPR technology to aid in detecting, deterring and investigating criminal activity; and

WHEREAS, Axon has submitted a proposal (Exhibit A) to provide the Department with a license for its ALPR technology, through the remainder of the above-mentioned five-year agreement, in an amount not to exceed \$46,717.00; and

WHEREAS, the Village and Axon now desire to enter into an agreement for the purchase by the Village of the ALPR license, in accordance with the proposal (*Exhibit A*); and

WHEREAS, the Village President and Board of Trustees have determined that approving the agreement will service and be in the best interest of the Village;

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

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

SECTION 2: APPROVALS. The President and Board of Trustees hereby approve the License Agreement in substantially the form attached to this Resolution as Exhibit A.

SECTION 3: EXECUTION OF AGREEMENT. The Village Manager is hereby authorized and directed to enter into the License Agreement with Axon.

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of December, 2024.

Village President

ATTEST:

Village Clerk



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-628502-45593.762JB

Issued: 10/28/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 111021

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Arlington Heights Police Dept. - IL 200 E Sigwalt St Arlington Heights, IL 60005-1975 USA	Arlington Heights Police Dept - IL 200 E Sigwalt St Arlington Heights IL 60005-1975 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Nick Pecora Phone: (847) 368-5328 Email: npecora@vah.com Fax: 1(847) 3927108

Quote Summary

Program Length	25 Months
TOTAL COST	\$46,717.00
ESTIMATED TOTAL W/ TAX	\$46,717.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 E Sigwalt St	Arlington Heights	IL	60005-1975	USA

Payment Details

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	31	\$23,358.50	\$0.00	\$23,358.50
Total				\$23,358.50	\$0.00	\$23,358.50

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	31	\$23,358.50	\$0.00	\$23,358.50
Total				\$23,358.50	\$0.00	\$23,358.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/28/2024





VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: Resolution - Purchase of Cardiac Monitors

Department: Fire

Item Description:

Background

The Fire Department currently utilizes Stryker Lifepak cardiac monitors for diagnostic cardiac assessment for medical emergencies. These monitors have integrated software that allows paramedics to diagnose cardiac conditions, analyze the treatment rendered and collect relevant data. All of these features are mandated through our membership in the Region 9 EMS system, a data-driven medical authority that continuously monitors, collects and analyzes data to determine the effectiveness of current treatment protocols and updates those protocols as needed.

In November 2024, the Fire Department took delivery of 10 new Lifepak35 units. The Lifepak35 is lighter, uses touchscreen technology, and has a longer battery life. This new model expands our abilities to track and monitor our care while providing additional features that allow for more diagnostic testing and analysis in the field, directly impacting patient care. This advanced cardiac monitor will replace the Lifepak15's currently in use after the completion of mandatory training during the month of December 2024.

The Fire Department has standardized on Stryker Medical equipment. This not only ensures compatibility between older and newer versions of equipment, but the Lifepak monitors offer interoperability with other Stryker EMS equipment carried by AHFD vehicles including the LUCAS Device (mechanical CPR device). Stryker Medical is the manufacturer and sole distributor of the Lifepak35.

The 2025 Capital Projects Fund budget provides funding for the purchase of additional cardiac monitors. Stryker Medical is offering very advantageous pricing for 2025 orders that are placed prior to December 31st. The Fire Department is requesting approval to purchase 5 additional LP35 cardiac monitors to replace the remaining current units that are at the end of their life cycle. The price for each unit with all needed accessories is \$50,433.17 for a total cost of \$252,165.83. This price includes a trade-in allowance for our 5 remaining Lifepak 15 units in the amount of \$25,000. With the

purchase of these additional units, all of our cardiac monitors will be of the most current technology and will all be operating on the same platform.

Recommendation

It is recommended that the Fire Department seek Village Board approval to waive the competitive bidding process and authorize the purchase of 5 Lifepak35 cardiac monitors from Stryker Medical of Kalamazoo, MI in the amount of \$252,165.83 from the Capital Projects Fund. Sufficient funding is available for this purchase in the 2025 Capital Projects Fund, Account No. 401-3501-550150.

ATTACHMENTS:

1. Stryker Quote LP35 Monitors
2. Resolution - Cardiac Monitors 2025



LP35 Monitor (Qty 5) EOY Quote

Quote Number: 11026073

Version: 1

Prepared For: VILLAGE OF ARLINGTON HEIGHTS

Attn:

Rep: Andrea LaRocco

Email: andrea.larocco@stryker.com

Phone Number: (708) 203-7633

Quote Date: 12/05/2024

Expiration Date: 12/27/2024

Contract Start: 06/13/2024

Contract End: 06/12/2025

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	5	\$46,311.40	\$231,557.00
2.0	41335-000001	SHIP KIT, POWER SUPPLY, LP35	5	\$1,750.00	\$8,750.00
3.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	5	\$700.00	\$3,500.00
4.0	11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	5	\$75.60	\$378.00
5.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	5	\$558.35	\$2,791.75
6.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	5	\$614.25	\$3,071.25
7.0	11160-000011	NIBP Cuff-Reusable, Infant	5	\$22.50	\$112.50
8.0	11160-000013	NIBP Cuff-Reusable, Child	5	\$25.50	\$127.50
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	5	\$50.25	\$251.25
10.0	11260-000073	KIT, SHOULDER STRAP, LP35	5	\$48.75	\$243.75
11.0	11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	5	\$96.00	\$480.00
12.0	11150-000020	KIT, MODEM, NA, LP35	5	\$1,275.00	\$6,375.00
15.0	11140-000102	LIFEPAK FLEX Battery Charger	2	\$2,550.30	\$5,100.60
16.0	11996-000509	RD SET Reusable Ear Sensor TC-I	10	\$318.50	\$3,185.00
17.0	11996-000517	RD rainbow SET Disposable 8-wavelength Infant Sensor, Box of 10	1	\$718.90	\$718.90
18.0	11996-000518	RD rainbow SET Disposable 8-wavelength NeoNatal Sensor, Box of 10	1	\$695.10	\$695.10
19.0	11996-000508	RD SET DBI, Adult Reusable Soft Sensor 1/box	10	\$325.50	\$3,255.00
Equipment Total:					\$270,592.60

Trade In Credit:



LP35 Monitor (Qty 5) EOY Quote

Quote Number: 11026073

Version: 1

Prepared For: VILLAGE OF ARLINGTON HEIGHTS

Attn:

Rep: Andrea LaRocco

Email: andrea.larocco@stryker.com

Phone Number: (708) 203-7633

Quote Date: 12/05/2024

Expiration Date: 12/27/2024

Contract Start: 06/13/2024

Contract End: 06/12/2025

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15L-LP35	TRADE IN LP15 V4 LOW FOR LP35	5	-\$5,000.00	-\$25,000.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
13.0	81000001	EMS LIFENET PRO TIER 1	5	\$475.00	\$2,375.00
Data Solutions Total:					\$2,375.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$4,198.23
Grand Total:	\$252,165.83

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF CARDIAC MONITORS AND ACCESSORIES
FROM STRYKER MEDICAL, OF KALAMAZOO, MICHIGAN

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

WHEREAS, Village Staff has identified the need for replacement of outdated cardiac monitors and related accessories; and

WHEREAS, Stryker Medical, of Kalamazoo, Michigan ("*Vendor*"), provided a quote to the Village for the sale of five (5) Lifepak35 cardiac monitors and related accessories (collectively, the "*Cardiac Monitors*") for the total amount of \$252,165.83; and

WHEREAS, the Village President and Board of Trustees have determined that purchasing the Cardiac Monitors from the Vendor, for the total amount of \$252,165.83, will serve and be in the best interest of the Village and its residents;

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

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

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the purchase by the Village of the Cardiac Monitors from the Vendor for the total amount of \$252,165.83.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section 2 of this Resolution.

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

AYES:

NAYS:

PASSED AND APPROVED THIS 16th day of December, 2024.

Village President

ATTEST:

Village Clerk



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
12/16/2024

Item: An Ordinance Opting School Districts and Park Districts out of the Cook County Paid Leave Ordinance

Department: Integrated Services

Item Description:

At the November 20, 2023 Village Board meeting, the Board used the Village's home rule authority to opt the Village out of the Illinois Paid Leave Act. School Districts and Park Districts were automatically exempted from the Act, but municipalities had to opt out via an ordinance. The act provides a requires employers provide a bank of 40 hours of leave that employees can use take time off with no notice or reason. While the Village provides its full-time employees far more time off than mandated under the act, we do have notice and reason requirements given the 24/7 nature of our operation. As a result of this discussion, we also provided our part-time employees with additional leave benefits to make them more in the spirit of the new law. However, the Village and a number of other area communities chose to opt out of the requirements- as allowed under state rules.

Home Rule municipalities also had the option to opt all businesses and other employers out of the act. The Village chose not to do that. Ordinance passed 5 to 3 in favor of opting the Village out only.

Since that time, the Cook County, using their own Home Rule Authority, passed a new Ordinance that mirrors the State law (attached). However, the County Ordinance does NOT exempt Park Districts and School Districts as the Illinois Act does. The Village, having passed our own ordinance in November is exempt from the County ordinance as our Home Rule Authority trumps theirs. However, the Village Ordinance, as written, does not currently exempt School and Park Districts.

In recent weeks, the Village has received requests from the Arlington Heights Park District, Arlington Heights School District 25, District 214, and the Salt Creek Park District (which covers the Arlington Park Area) to pass an ordinance exempting Park and School Districts from the County Ordinance so their practices can mirror State Law. There was an attempt by County Commissioner Scott Britton to opt Parks and Schools out of the Ordinance that ultimately failed.

However, a number of area communities either have taken or plan to take action to opt Schools and Parks out of the Cook County Ordinance using their own authority:

- Mount Prospect, Buffalo Grove, Palatine, and Schaumburg opted all employees out of the State Act (businesses and local governments) in 2023 with their initial ordinances. Therefore, their Park and School Districts are already exempted from the Cook County Ordinance.
- Rolling Meadows, Hoffman Estates, and Wheeling are planning on formally discussing the issue of exempting Schools and Parks from the act in the coming weeks.

In order to opt Parks and Schools out, the Village would have to amend its own Paid Leave Ordinance to do so. The districts have requested that we make this change before January 1st so that they can avoid adopting and then revoking new paid leave policies for their employees. Therefore, December 16th is the last opportunity to take this issue on.

Proposed Ordinance

The attached ordinance would add Arlington Heights Park and School Districts to the list of exempted organizations. The Ordinance does **not** exempt all employers from the Cook County Ordinance as the Buffalo Grove, Palatine, Mount Prospect, and Schaumburg Ordinances do. If the Village Board is inclined to discuss the matter of other employers, Staff suggests that the Board take action on the proposed School and Park Ordinance on December 16th, and take on the broader issue of business requirements at a later date so it can be discussed fully. We have not received formal requests from the business community on opting out of the Cook County Ordinance.

However, the issue of exempting School and Park Districts from County Ordinance mirroring the actions of our neighbors and State Law is more straightforward and Staff recommends doing so on December 16th.

Staff Recommendation

Approval of an Ordinance Opting School Districts and Park Districts out of the Cook County Paid Leave Ordinance at the December 16th Village Board Meeting

ATTACHMENTS:

1. Ordinance Opting Out of Cook County Paid Leave Ordinance
2. Cook County Paid Leave Ordinance

AN ORDINANCE OPTING SCHOOL DISTRICTS AND PARK DISTRICTS
OUT OF THE COOK COUNTY PAID LEAVE ORDINANCE

WHEREAS, the Village of Arlington Heights is an Illinois home rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution, 1970, and may, pursuant to its home rule authority, undertake any action and adopt any ordinance relating to its government and affairs; and

WHEREAS, on March 13, 2023, Governor Pritzker signed into law Public Act 102-1143, known as the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) ("*Act*"); and

WHEREAS, the Act establishes a mandatory paid leave standard for all employees in Illinois, with exceptions for school district and park district employees; and

WHEREAS, Article VII, § 6(i) of the Illinois Constitution of 1970 provides that home rule units of local government may exercise and perform concurrently with the State any power or function to the extent that the General Assembly by law does not specifically limit the concurrent exercise or specifically declare the State's exercise to be exclusive; and

WHEREAS, the Act does not preempt the Village's home rule authority; and

WHEREAS, the Cook County Board of Commissioners ("*County*") adopted the Cook County Paid Leave Ordinance ("*County Ordinance*"), effective December 31, 2023, which, like the Act, requires employers in the County to provide certain minimum paid leave benefits to certain employees.

WHEREAS, the County Board of Commissioners adopted an amendment to the County Ordinance to temporarily exempt school districts and park districts from complying with the County Ordinance until January 1, 2025 ("*Temporary County Exemption*"); and

WHEREAS, despite the State having exempted school districts and park districts from the Act, the County has not extended the Temporary County Exemption, which means school districts and park districts located in the County must comply with the County Ordinance beginning on January 1, 2025; and

WHEREAS, on November 20, 2023, the Village adopted Ordinance No. 2023-77, opting the Village as an employer out of the Act and any other obligations regarding mandatory paid leave, including the County Ordinance, except those required by federal law and state laws preempting the Village's home rule authority; and

WHEREAS, the Village recognizes that compliance with the County Ordinance imposes a unique hardship on units of local government that provide essential services to the residents of the Village including school districts organized under the Illinois School Code ("*School Districts*") and park districts organized under the Illinois Park District Code ("*Park Districts*"); and

WHEREAS, the Village further recognizes that compliance with the County Ordinance might affect the School Districts' and the Park Districts' day-to-day operations and their ability to provide uninterrupted services; and

WHEREAS, the Village deems it necessary to exercise its home rule authority so that the School Districts and the Park Districts may continue to maintain their existing paid leave benefits program after the expiration of the Temporary County Exemption; and

WHEREAS, this Ordinance, and Ordinance No. 2023-77, prevail over the County Ordinance to the

extent they conflict with the County Ordinance pursuant to Section 6(c) of Article VII of the Illinois Constitution; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to exempt the School Districts and the Park Districts from the County Ordinance in the manner set forth in this Ordinance, pursuant to the Village's home rule powers under the Illinois Constitution of 1970;

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

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

SECTION 2. EXEMPTION FROM COUNTY ORDINANCE.

- A. Pursuant to its home rule authority, the Village hereby declares that the School Districts and the Park Districts are exempt from following the County Ordinance for their own employees who are primarily engaged in work within the Village of Arlington Heights and may continue to offer those employees the same paid leave benefits that they currently provide to those employees, as such benefits may be amended from time to time.
- B. This Ordinance governs over and supersedes all provisions of the County Ordinance to the extent it conflicts with the County Ordinance.
- C. This Ordinance, once adopted, applies to all employees of the School Districts and the Park Districts who are primarily engaged in work within the Village of Arlington Heights.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 4. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024.

Village President

ATTEST:

Village Clerk

CERTIFICATE AS KEEPER OF RECORDS AND FILES

STATE OF ILLINOIS,)
) ss.
COUNTY OF COOK)

I, **KAREN A. YARBROUGH**, County Clerk of Cook County, in the State aforesaid and keeper of the records and files of said Cook County, do hereby certify that the attached is a true and exact copy of an Ordinance Amendment (24-0583) Paid Leave. Approved and adopted by the Cook County Board of Commissioners at their meeting of Thursday, December 14th, 2023, all of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and
affixed the Seal of said County at my office in the City of
Chicago in said County, this 25th day of January A.D.
2024.



COUNTY CLERK

24-0583
ORDINANCE AMENDMENT

Sponsored by

**THE HONORABLE TONI PRECKWINKLE, PRESIDENT, ALMA E. ANAYA,
ANTHONY J. QUEZADA, FRANK J. AGUILAR, SCOTT R. BRITTON, BRIDGET DEGNEN,
KEVIN B. MORRISON, JOSINA MORITA, TARA S. STAMPS AND MAGGIE TREVOR,
COUNTY COMMISSIONERS**

PAID LEAVE

BE IT ORDAINED, by the Cook County Board of Commissioners, that CHAPTER 42, HUMAN RELATIONS, ARTICLE II, IN GENERAL, DIVISION 1, PAID LEAVE, Section 42-1 through 42-10 of the Cook County Code is hereby amended as Follows:

DIVISION 1. ~~EARNED SICK~~ PAID LEAVE

Sec. 42-1. Short title.

This article [division] shall be known and may be cited as the Cook County ~~Earned Sick~~ Paid Leave Ordinance ("Ordinance").

Sec. 42-2. Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agency means the Cook County Commission on Human Rights.

Construction Industry means any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any building, structure, highway, roadway, street, bridge, alley, sewer, ditch, sewage disposal plant, water works, parking facility, railroad, excavation or other structure, project, development, real property or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project, development, real property or improvement, ~~herein described of any material or article of merchandise. Construction shall also include moving construction related materials on the job site to or from the job site snow plowing, snow removal, and refuse collection. or to do any part thereof, whether or not the performance of the work herein described~~ involves the addition to or fabrication into, any structure, project, development, real property, or improvement herein described of any material or article of merchandise. Construction industry also includes moving construction related materials on the job site or to or from the job site, includes snow plowing, snow removal, and refuse collection.

~~Covered Employee means any Employee who, in any particular two week period, performs at least two hours of work for an Employer while physically present within the geographic boundaries of Cook County. For purposes of this definition, time spent traveling in Cook County that is compensated time, including, but not limited to, deliveries, sales calls, and travel related to other business activity taking place within Cook County, shall constitute work while physically present within the geographic boundaries of Cook County; however, time spent traveling in Cook County that is uncompensated commuting time shall not constitute work while physically present within the geographic boundaries of Cook County. The definition of "Covered Employee" for purposes of this Division does not include any "employee" as defined by Section 1(d) of the Railroad Unemployment Insurance Act, 45 U.S.C. § 351(d).~~

~~Domestic partner means any person who has a registered domestic partnership, or qualifies as a domestic partner under Sections 2-173 and 2-174 of this Code or as a party to a civil union under the Illinois Religious Freedom Protection and Civil Union Act, 750 ILCS 75/1 et seq., as currently in force and hereafter amended.~~

Domestic Work and Domestic Worker have the same meanings as defined in Section 10 of the Domestic Workers' Bill of Rights Act, except that "domestic worker" also includes independent contractors, sole proprietors, and partnerships.

~~Earned Sick Leave means time that is provided by an Employer to a Covered Employee that is eligible to be used for the purposes described in Section 42-3 of this Chapter, and is compensated at the same rate and with the same benefits, including health care benefits, that the Covered Employee regularly earns during hours worked.~~

~~Employee means an individual permitted to work by an Employer regardless of the number of persons the Employer employs.~~

Employee has the same application and meaning as that provided in Sections 1 and 2 of the Illinois Wage Payment and Collection Act. "Employee" also includes all domestic workers, and, for the purposes of this Division, domestic workers shall not be excluded as employees under the provisions of item (1), (2), or (3) of Section 2 of the Illinois Wage Payment and Collection Act. "Employee" does not include:

(1) an Employee as defined in the federal Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.)

(2) a student enrolled in and regularly attending classes in a college or university that is also the student's Employer, and who is employed on a temporary basis at less than full time at the college or university, but this exclusion applies only to work performed for that college or university; or

(3) a short-term Employee who is employed by an institution of higher education for less than 2 consecutive calendar quarters during a calendar year and who does not have a reasonable expectation that they will be rehired by the same Employer of the same service in a subsequent calendar year.

Employer means:

- ~~(1) "Employer" means any individual, partnership, association, corporation, limited liability company, business trust, or any person or group of persons that gainfully employs at least one Covered Employee with a place of business within Cook County.~~
- ~~(2) The term "Employer" does not mean:~~

Employer has the same application and meaning as that provided in Sections 1 and 2 of the Illinois Wage Payment and Collection Act, except that for purposes of this Division, "Employer" does not mean:

- ~~(1) The government of the United States or a corporation wholly owned by the government of the United States; or~~
- ~~(2) An Indian tribe or a corporation wholly owned by an Indian tribe; or~~
- ~~(3) The government of the State or any agency or department thereof; or~~
- ~~(4) Units of local government.~~

~~Family and Medical Leave Act means the United States Family and Medical Leave Act of 1993, 29 USC § 2601 et seq. as currently in force and hereafter amended.~~

~~Family member means a Covered Employee's child, legal guardian or ward, spouse under the laws of any state, domestic partner, parent, spouse or domestic partner's parent, sibling, grandparent, grandchild, or any other individual related by blood or whose close association with the Covered Employee is the equivalent of a family relationship. A child includes not only a biological relationship, but also a relationship resulting from an adoption, step relationship, and/or foster care relationship, or a child to whom the Covered Employee stands in loco parentis. A parent includes a biological, foster, stepparent or adoptive parent or legal guardian of a Covered Employee, or a person who stood in loco parentis when the Employee was a minor child.~~

~~Health Care Provider means any person licensed to provide medical or emergency services, including, but not limited to, doctors, nurses, and emergency room personnel.~~

Writing or written means a printed or printable communication in physical or electronic format, including a communication that is transmitted through electronic mail, text message, or a computer system or is otherwise sent or stored electronically.

~~Editor's note(s) See editor's note to Div. 1.~~

Sec. 42-3. ~~Earned sick~~ Paid leave.

- ~~(a) General Provisions. Purpose.~~

~~(1) Any Covered Employee who works at least 80 hours for an Employer within any 120-day period shall be eligible for Earned Sick Leave as provided under this Section. It is in the public policy interest of Cook County to have some paid leave from work to maintain their health and well-being, care for their families, or use for any other reason of their choosing.~~

- ~~(2) Unless an applicable collective bargaining agreement provides otherwise, upon a Covered Employee's termination, resignation, retirement or other separating from employment, his or her Employer is not~~

It is the intent of the Cook County Board of Commissioners by enacting this Division:

- (1) To establish a minimum paid leave standard for all workers in Cook County.
- (2) To provide employment security and economic security for employees who need to use paid time off from work for any reason.
- (3) To safeguard the welfare, health, safety, and prosperity of the people of Cook County.
- (4) To ensure that an Employee not be denied use of leave for noncompliance with leave notification policies if the Employer has not provided a written copy of its notification policy to the Employee.

In order to effectuate this intent, the provisions of this Division shall be liberally construed in favor of providing workers with the greatest amount of paid time off from work and employment security.

- (b) Nothing in this Division shall be construed to discourage Employers from adopting or retaining paid sick leave, paid vacation, paid holidays, or any other paid time off or paid leave policy more generous than policies that comply with the requirements of this Division. Nothing in this Division shall be construed to discourage or prohibit an Employer from allowing the use of paid leave at an earlier date than this Division requires. Unless otherwise provided in a collective bargaining agreement, nothing in this Division shall be construed to waive or otherwise limit an Employee's right to final compensation for any type of leave promised to be paid under a contract of employment or employment policy and earned by the Employee pursuant to the Illinois Wage Payment and Collection Act.
- (c) *Accrual of Earned Sick Leave- Provisions of Paid Leave.*
 - ~~(1) Earned Sick Leave shall begin to accrue either on the first calendar day after the commencement of a Covered Employee's employment or on the effective date of this Division, whichever is later.~~
 - ~~(2) For every 40 hours worked after a Covered Employee's Earned Sick Leave begins to accrue, he or she shall accrue one hour of Earned Sick Leave. Earned Sick Leave shall accrue only in hourly increments; there shall be no fractional accruals.~~
 - ~~(3) A Covered Employee who is exempt from overtime requirements shall be assumed to work 40 hours in each workweek for purposes of Earned Sick Leave accrual, unless his or her normal work week is less than 40 hours, in which case Earned Sick Leave shall accrue based upon that normal work week.~~
 - ~~(4) For each Covered Employee, there shall be a cap of 40 hours Earned Sick Leave accrued per 12-month period, unless his or her Employer sets a higher limit. The 12-month period for a Covered Employee shall be calculated from the date he or she began to accrue Earned Sick Leave.~~
 - ~~(5) At the end of a Covered Employee's 12-month accrual period, he or she shall be allowed to carry over to the following 12-month period half of his or her unused accrued Earned Sick Leave, up to a maximum of 20 hours.~~

~~(6) If an Employer is subject to the Family and Medical Leave Act, each of the Employer's Covered Employees shall be allowed, at the end of his or her 12-month Earned Sick Leave accrual period, to carry over up to 40 hours of his or her unused accrued Earned Sick Leave, in addition to the carryover allowed under subsection 42-3(b)(5), to use exclusively for Family and Medical Leave Act eligible purposes.~~

~~(7) If an Employer has a policy that grants Covered Employees paid time off in an amount and a manner that meets the requirements for Earned Sick Leave under this Section, the Employer is not required to provide additional paid leave. If such Employer's policy awards the full complement of paid time off immediately upon date of eligibility, rather than using an accrual model, the Employer must award each Covered Employee 40 hours paid time off within one calendar year of his or her date of eligibility.~~

~~(c) Use of Earned Sick Leave:~~

~~(1) An Employer shall allow a Covered Employee to begin using Earned Sick Leave no later than on the 180th calendar day following the commencement of his or her employment. A Covered Employee is entitled to use no more than 40 hours of Earned Sick Leave per 12-month period, unless his or her Employer sets a higher limit. The 12-month period for a Covered Employee shall be calculated from the date he or she began to accrue Earned Sick Leave. If a Covered Employee carries over 40 hours of Family and Medical Leave Act leave pursuant to subsection 42-3(b)(6) and uses that leave, he or she is entitled to use no more than an additional 20 hours of accrued Earned Sick Leave in the same 12-month period, unless the Employer sets a higher limit. A Covered Employee shall be allowed to determine how much accrued Earned Sick Leave he or she needs to use, provided that his or her Employer may set a reasonable minimum increment requirement not to exceed four hours per day.~~

~~(2) A Covered Employee may use Earned Sick Leave when:~~

~~a. He or she is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis or preventative medical care;~~

~~b. A member of his or her family is ill or injured, or to care for a family member receiving medical care, treatment, diagnosis or preventative medical care;~~

~~c. He or she, or a member of his or her family, is the victim of domestic violence, as defined in Section 103 of the Illinois Domestic Violence Act of 1986, or is the victim of sexual violence or stalking as defined in Article 11, 12-7.3, 12-7.4, and 12-7.5 of the Illinois Criminal Code of 2012; or~~

~~d. His or her place of business is closed by order of a public official due to a public health emergency, or he or she needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency. For the purposes of this section, "public health emergency" is an event that is defined as such by a Federal, State or Local government, including a school district.~~

~~(3) An Employer shall not require, as a condition of a Covered Employee taking Earned Sick Leave that he or she search for or find a replacement worker to cover the hours during which he or she is on Earned Sick Leave.~~

~~(4) If a Covered Employee's need for Earned Sick Leave is reasonably foreseeable, an Employer may require up to seven days' notice before leave is taken. If the need for Earned Sick Leave is not reasonably foreseeable, an Employer may require a Covered Employee to give notice as soon as is practicable on the day the Covered Employee intends to take Earned Sick Leave by notifying the Employer via phone, e mail, or text message. The Employer may set notification policy if the Employer has notified Covered Employee in writing of such policy and that policy shall not be unreasonably burdensome. For purposes of this subsection, needs that are "reasonably foreseeable" include, but are not limited to prescheduled appointments with health care providers for the Covered Employee or for a family member, and court dates in domestic violence cases. Any notice requirement imposed by an Employer pursuant to this subsection shall be waived in the event a Covered Employee is unable to give notice because he or she is unconscious, or otherwise medically incapacitated. If the leave is one that is covered under the Family and Medical Leave Act, notice shall be in accordance with the Family and Medical Leave Act.~~

~~(5) Where a Covered Employee is absent for more than three consecutive work days, his or her Employer may require certification that the use of Earned Sick Leave was authorized under subsection 42-3(e)(2). For time used pursuant to subsections (e)(2)(a) or (b), documentation signed by a licensed health care provider shall satisfy this requirement. An Employer shall not require that such documentation specify the nature of the Covered Employee's or the Covered Employee's family member's injury, illness, or condition, except as required by law. For Earned Sick Leave used pursuant to subsection (e)(2)(c) a police report, court document, a signed statement from an attorney, a member of the clergy, or a victim services advocate, or any other evidence that supports the Covered Employee's claim, including a written statement from him or her, or any other person who has knowledge of the circumstances, shall satisfy this requirement. The Covered Employee may choose which document to submit, and no more than one document shall be required if the Earned Sick Leave is related to the same incident of violence or the same perpetrator. The Employer shall not delay the commencement of Earned Sick Leave taken for one of the purposes in subsection 42-3(e)(2) nor delay payment of wages, on the basis that the Employer has not yet received the required certification.~~

~~(6) Nothing in this Section shall be construed to prohibit an Employer from taking disciplinary action, up to and including termination, against a Covered Employee who uses Earned Sick Leave for purposes other than those described in this Section.~~

~~(7) This Section provides minimum Earned Sick Leave requirements; it shall not be construed to affect the applicability of any other law, regulation, requirement, policy, or standard that provides for greater Earned Sick Leave benefits.~~

(1) An Employee who works in Cook County is entitled to earn and use up to a minimum of 40 hours of paid leave during a 12-month period or a pro rata number of hours of paid leave under the provisions of subsection (2) of this section. The paid leave may be used by the Employee for any purpose as long as the paid leave is taken in accordance with the provisions of this Division.

(2) Paid leave under this Division shall accrue at the rate of one hour of paid leave for every 40 hours worked up to a minimum of 40 hours of paid leave or such greater amount if the Employer provides more than 40 hours. Employees who are exempt from the overtime requirements of the federal Fair Labor Standards Act (29 U.S.C. 213(a)(1)) shall be deemed to work 40 hours in each workweek for purposes of paid leave accrual unless their regular workweek is less than 40 hours, in which case paid leave accrues based on that regular workweek. Employees shall determine how much paid leave they need to use; however, Employers may set a reasonable minimum increment for the use of paid leave not to exceed 2 hours per day. If an Employee's scheduled workday is less than 2 hours day, the Employee's scheduled workday shall be used to determine the amount of paid leave.

(3) An Employer may make available the minimum number of hours of paid leave, subject to pro rata requirements provided in subsection (2), to an Employee on the first day of employment or the first day of the 12-month period. Employers that provide the minimum number of hours of paid leave to an Employee on the first day of employment or the first day of the 12-month period are not required to carryover paid leave from 12-month period to 12-month period and may require Employees to use all paid leave prior to the end of the benefit period or forfeit the unused paid leave. However, under no circumstances shall an Employee be credited with paid leave that is less than what the Employee would have accrued under subsections (1) and (7) of this Section.

(4) The 12-month period may be any consecutive 12-month period designated by the Employer in writing at the time of hire. Changes to the 12-month period may be made by the Employer if notice is given to Employees in writing prior to the change and the change does not reduce the eligible accrual rate and paid leave available to the Employee. If the Employer changes the designated 12-month period, the Employer shall provide the Employee with documentation of the balance of hours worked, paid leave accrued and taken, and the remaining paid leave balance.

(5) Paid leave under this Act may be taken by an Employee for any reason of the Employee's choosing. An Employee is not required to provide an Employer a reason for the leave and may not be required to provide documentation or certification as proof or in support of the leave. An Employee may choose whether to use paid leave provided under this Division prior to using any other leave provided by the Employer or State law.

(6) Employees shall be paid their hourly rate of pay for paid leave. However, Employees engaged in an occupation in which gratuities or commissions have customarily and usually constituted and have been recognized as part of the remuneration for hire purposes shall be paid by their Employer at least the full minimum wage in the jurisdiction in which they are employed when paid leave is taken. This wage shall be treated as the Employee's regular rate of pay for purposes of this Division.

(7) Paid leave under this Division shall begin to accrue at the commencement of employment or on the effective date of this Act, whichever is later. Employees shall be entitled to begin using paid leave 90 days following commencement of their employment or 90 days following the effective date of this Division, whichever is later.

(8) Paid leave under this Division shall be provided upon the oral or written request of an Employee in accordance with the Employer's reasonable paid leave policy notification requirements which may include the following:

(a) If use of paid leave under this Division is foreseeable, the Employer may require the Employee to provide 7 calendar days' notice before the date the leave is to begin.

(b) If paid leave under this Division is not foreseeable, the Employee shall provide such notice as soon as is practicable after the Employee is aware of the necessity of the leave. An Employer that requires notice of paid leave under this Division when the leave is not foreseeable shall provide a written policy that contains procedures for the Employee to provide notice.

(c) Employers shall provide Employees with written notice of the paid leave policy notification requirements in this Section in the manner provided in Section 42-6 for notice and posting and within 5 calendar days of any change to the Employer's reasonable paid leave policy notification requirements.

(d) An Employer may not require, as a condition of providing paid leave under this Division, that the Employee search for or find a replacement worker to cover the hours during which the Employee takes paid leave.

(9) Except as provided in subsection (3) of this Section, paid leave under this Division shall carry over annually to the extent not used by the Employee, provided that nothing in this Division shall be construed to require an Employer to provide more than 40 hours of paid leave for an Employee in the 12-month period unless the Employer agrees to do so.

(10) Nothing in this Section shall be construed as requiring financial or other payment to an Employee from an Employer upon the Employee's termination, resignation, retirement, or other separation from employment for paid leave accrued under this Division that has not been used. Nothing in this Section shall be construed as requiring financial or other reimbursements to an Employee from an Employer for unused paid leave under this Division at the end of the benefit year or any other time.

(11) If an Employee is transferred to a separate division, entity, or location, but remains employed by the same Employer, the Employee is entitled to all paid leave accrued at the prior division, entity, or location and is entitled to use all paid leave as provided in this Section. If there is a separation from employment and the Employee is rehired within 12 months of separation by the same Employer, previously accrued paid leave that had not been used by the Employee shall be reinstated. The Employee shall be entitled to use accrued paid leave at the commencement of employment following a separation from employment of 12 months or less.

(12) Paid leave under this Division shall not be charged or otherwise credited to an Employee's paid time off bank or Employee account unless the Employer's policy permits such a credit. If the paid leave under this Division is credited to an Employee's paid time off bank or Employee vacation account then any unused paid leave shall be paid to the Employee upon the Employee's termination, resignation, retirement, or other separation to the same extent as vacation time under existing Illinois law or rule. Nothing in this Division shall be construed to waive or otherwise limit an Employee's right to final compensation for promised and earned, but unpaid vacation time or paid time off, as provided under the Illinois Wage Payment and Collection Act and rules. Employers shall provide Employees with written notice of changes to the Employer's vacation time, paid time off, or other paid leave policies that affect an Employee's right to final compensation for such leave.

(13) During any period an Employee takes leave under this Division, the Employer shall maintain coverage for the Employee and any family member under any group health plan for the duration of such leave at no less than the level and conditions of coverage that would have been provided if the Employee had not taken the leave. The Employer shall notify the Employee that the Employee is still responsible for paying the Employee's share of the cost of the health care coverage, if any.

(14) An agreement by an Employee to waive the Employee's rights under this Division is void as against public policy.

Editor's note(s) See editor's note to Div. 1.
{Sec. 42-4. Reserved.]

Sec. 42-5. Application to collective bargaining agreements.

Nothing in this Division shall be deemed to interfere with, impede, or in any way diminish the right of ~~Covered Employees~~ Employees to bargain collectively with their Employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this Division. The requirements of this Division may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms. Nothing in this Division shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in ~~force on the effective date of this effect on January 1, 2024.~~ Division. After that date, requirements of this Division may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms. ~~In no event shall this Division apply to any Covered Employee working in the Construction Industry who is covered by a bona fide collective bargaining agreement. In no event shall this Division apply to any Employee working in the construction industry who is covered by a bona fide collective bargaining agreement, nor shall this Division apply to any Employee who is covered by a bona fide collective bargaining agreement with an Employer that provides services nationally and internationally of delivery, pickup, and transportation of parcels, documents, and freight.~~

Sec. 42-6. Related Employer responsibilities; Notice and posting.

- (a) Every Employer shall post in a conspicuous place at each facility where any ~~Covered~~ Employee works that is located within the geographic boundaries of Cook County a notice advising the ~~Covered~~ Employee of ~~his or her~~ Employee rights to ~~Earned Sick Time~~ Paid Leave under this Division. The Agency shall prepare and make available a form notice that satisfies the requirements of this Division. Employers that do not maintain a business facility within the geographic boundaries of the County are exempt from this subsection.
- (b) Every Employer shall provide to a ~~Covered~~ Employee at the commencement of employment written notice advising the ~~Covered~~ Employee of ~~his or her~~ Employee rights to ~~Earned Sick Time~~ Paid Leave under this Division.. The Agency shall prepare and make available a form notice that satisfies the requirements of this Division.
- (c) An Employer subject to this Division shall make and preserve records documenting hours worked, paid leave accrued and taken, and remaining paid leave balance for each Employee for a period of not less than 3 years and shall allow the Agency access to such records, at reasonable times during business hours, to monitor compliance with the requirements of this Division. In addition, the records shall be preserved for the duration of any claim pending pursuant to this Division. An Employer that provides paid leave on an accrual basis shall provide notice of the amount of paid leave accrued or used by an Employee upon request by the Employee in accordance with the Employer's reasonable paid leave policy notification provisions. An Employer that fails to comply with this subsection is in violation of the Division and subject to the civil penalties established in Section 42-8.

- (d) An Employer who provides any type of paid leave policy that satisfies the minimum amount of leave required this Division is not required to modify the policy if the policy offers an Employee the option, at the Employee's discretion, to take paid leave for any reason. Nothing in this Division shall be construed as requiring financial or other reimbursements to an Employee from an Employer for unused paid leave under this Division. Nothing in this Division shall be construed to discourage an Employer from adopting a paid leave policy more generous than the requirements of this Division.
- (e) For Domestic Workers, if an Employer requires evidence of hours worked for other Employers to confirm that the Domestic Worker has worked or is scheduled to work 8 or more hours in the aggregate for any relevant workweek, a signed statement by the Domestic Worker stating that the Domestic Worker has performed or is scheduled to perform domestic work for 8 or more hours in the aggregate for any relevant workweek shall satisfy any documentation requirements of hours worked under the Domestic Workers' Bill of Rights Act and this Act. Such Employer shall not require more than one signed statement in a calendar quarter if the hours the Domestic Worker has performed or is scheduled to perform domestic work have not decreased to less than 8 hours in the aggregate in any relevant workweek in that calendar quarter. An Employer that requires evidence of hours worked must give the Domestic Worker written notice of such request and allow no fewer than 7 days or until the next scheduled workday, whichever is greater, for the domestic worker to comply with the request. The Employer may not deny paid leave pending submission of the signed statement.
- (f) An Employer shall post and keep posted in a conspicuous place on the premises of the Employer where notices to employees are customarily posted, and include it in a written document, or written employee manual or policy if the Employer has one, a notice, to be prepared by the Agency, summarizing the requirements of this Division and information pertaining to the filing of a charge upon commencement of an Employee's employment or 90 days following the effective date of this Division, whichever is later. If an Employer's workforce is comprised of a significant portion of workers who are not literate in English, the Employer shall notify the Agency and a notice in the appropriate language shall be prepared by the Agency. Employees may also request that the Agency provide a notice in languages other than English, which the Employer must post in accordance with this subsection. An Employer who violates this subsection shall be fined a civil penalty of \$500 for the first audit violation and \$1,000 for any subsequent audit violation.
- (g) No Employer shall interfere with, deny, or change an Employee's work days or hours to avoid providing eligible paid leave time to an Employee.

Sec. 42-7. Retaliation prohibited.

~~It shall be unlawful for any Employer to discriminate in any manner or take any adverse action against any Covered Employee in retaliation for exercising, or attempting in good faith to exercise, any right under this Division, including, but not limited to, disclosing, reporting, or testifying about any violation of this Division or regulations promulgated thereunder. For purposes of this Section, prohibited adverse actions include, but are not limited to, unjustified termination, unjustified denial of promotion, unjustified negative evaluations, punitive schedule changes, punitive decreases in the desirability of work assignments, and other acts of harassment shown to be linked to such exercise of rights. An Employer shall not use its absence control policy to count Earned Sick Paid Leave as an absence that triggers discipline, discharge, demotion, suspension, or any other adverse activity.~~

~~Editor's note(s) See editor's note to Div. 1.~~

It is unlawful for any Employer to threaten to take or to take any adverse action against an Employee because the Employee (1) exercises rights or attempts to exercise rights under this Division, (2) opposes practices which the Employee believes to be in violation of this Division, or (3) supports the exercise of rights of another under this Division. It is unlawful for any Employer to consider the use of paid leave by an Employee as a negative factor in any employment action that involves evaluating, promoting, disciplining, or counting paid leave under a no-fault attendance policy. Such retaliation shall subject an Employer to civil penalties pursuant to this Division. An employee who has been unlawfully retaliated against shall also be entitled to recover through a claim filed with the Agency, all legal and equitable relief as may be appropriate.

Sec. 42-8. Enforcement and penalties.

- (a) The Agency shall administer and enforce this Division in accordance with Chapter 42, Article II, Section 42-34 of the Cook County Human Rights Ordinance, except as allowed for in subsection (b) of this Section. The Department shall administer and enforce this Act.
- (b) If any Employer violates any of the ~~Earned Sick Paid Leave~~ provisions in this Division, the affected ~~Covered~~ Employee may recover ~~in a civil action~~ damages equal to three times the full amount of any unpaid ~~Sick Paid Leave~~ denied or lost by reason of the violation, and the interest on that amount calculated at the prevailing rate, together with costs and such reasonable attorney's fees as the court allows. Such action may be brought without first filing an administrative complaint. The statute of limitations for a civil action brought pursuant to this Division shall be for a period of three years from the date of the last event constituting the alleged violation for which the action is brought. In the alternative, an Employee may file a complaint with the Agency alleging violations of the Division within 3 years after the alleged violation. An Employer that violates this Division is liable to any affected Employee for damages in the form of the actual underpayment, compensatory damages, and a penalty of not less than \$500 and no more than \$1,000.
- (c) The Agency has the power to conduct investigations in connection with the administration and enforcement of this Division, including the power to conduct depositions and discovery and to issue subpoenas. If the Agency finds cause to believe that this Division has been violated, the Agency shall proceed with its hearing process.
- (d) The Agency is also authorized to impose civil penalties for any violation of this Division. An Employer that violates this Division or any rule adopted under this Division may be subject to a civil penalty of \$2,500 for each separate offense. An offense means any violation of this Division with the exception of a violation of the notice requirement in Section 42.3 and 42.6 of this Division.
- (e) The Agency is authorized to collect and supervise the payment of any damages awarded pursuant to this Section. Any sums recovered by the Agency on behalf of an Employee or Employees under this Division shall be paid to the Employee or Employees affected. The Agency is not authorized to collect and supervise the payment of any awarded attorney's fees. Those fees shall be subject to collection by the attorney awarded such fees.
- (f) The State's Attorney may bring an action to enforce the collection of any awards made under this Division.
- (g) The Agency shall not order remedies for violations of the paid leave provisions under this Division until after January 31, 2024.
- (h) The Agency may adopt rules necessary to administer and enforce this Division.

Sec. 42-9. Effect of invalidity; severability.

If any section, subdivision, paragraph, sentence, clause, phrase or other portion of this local law is, for any reason, declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this local law, which remaining portions shall continue in full force and effect.

Sec. 42-10. Effective date.

This Division shall take effect on December 31, 2023.

Effective date: This ordinance shall be in effect on December 31, 2023.

Approved and adopted this 14th of December 2023.



TONI PRECKWINKLE, President
Cook County Board of Commissioners

(S E A L)



Attest: _____
KAREN A. YARBROUGH, County Clerk

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
DEC 14 2023
COM _____